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**COPY**



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

---

Regular Meeting -- Tuesday, November 1, 2016

at 10:00 A.M.

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

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**OFFICIAL RECORD.**

**RAHM EMANUEL**  
Mayor

**SUSANA A. MENDOZA**  
City Clerk

*JOURNAL OF THE PROCEEDINGS OF THE CITY COUNCIL*  
Regular Meeting -- Tuesday, November 1, 2016

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**Attendance At Meeting.**

*Present* -- The Honorable Rahm Emanuel, Mayor, and Aldermen Moreno, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Beale, Sadlowski Garza, Thompson, Cárdenas, Quinn, Burke, Lopez, Foulkes, D. Moore, Curtis, O'Shea, Cochran, Muñoz, Zalewski, Solis, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Waguespack, Mell, Ramirez-Rosa, Villegas, Sposato, Laurino, O'Connor, Napolitano, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Silverstein.

*Absent* -- Aldermen Brookins, Scott, Santiago, Austin, Mitts, J. Moore.

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**Call To Order.**

On Tuesday, November 1, 2016 at 10:00 A.M., the Honorable Rahm Emanuel, Mayor, called the City Council to order. The Honorable Susana A. Mendoza, City Clerk, called the roll of members and it was found that there were present at that time: Aldermen Moreno, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Beale, Sadlowski Garza, Thompson, Quinn, Burke, Lopez, Foulkes, D. Moore, Curtis, O'Shea, Cochran, Muñoz, Zalewski, Solis, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Waguespack, Mell, Villegas, Sposato, Laurino, O'Connor, Napolitano, Reilly, Smith, Tunney, Arena, Cappleman, Osterman, Silverstein -- 41.

Quorum present.

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**Pledge Of Allegiance.**

Alderman Cappleman 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.**

Rabbi Edwin Goldberg, senior rabbi of Temple Sholom of Chicago, opened the meeting with prayer.



**REPORTS AND COMMUNICATIONS FROM CITY OFFICERS.**

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*Rules Suspended* -- GRATITUDE EXTENDED TO POLICE SERGEANT CINDY GUERRA FOR LIFE-SAVING RESCUE.

[R2016-838]

The Honorable Rahm Emanuel, Mayor, presented the following communication:

OFFICE OF THE MAYOR  
CITY OF CHICAGO

November 1, 2016.

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

LADIES AND GENTLEMEN -- I transmit herewith a congratulatory resolution concerning off-duty officer, Sergeant Cindy Guerra, saving a young boy from drowning in Orland Park.

Your favorable consideration of this resolution will be appreciated.

Very truly yours,

(Signed) RAHM EMANUEL,  
Mayor.

Alderman Burke 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, On July 16, 2016, Chicago Police Officer Cindy Guerra (Star Number 1095) was off duty and attending a family graduation party in Orland Park, Illinois; and

WHEREAS, The party was interrupted when a young guest ran up to Sergeant Guerra and said that her brother, who had gone down a slide into a swimming pool, was lying motionless at the pool's bottom, and that she was unable to raise him up to the surface; and

WHEREAS, Relying on her instincts, police training, and experience as a lifeguard, Sergeant Guerra dove into the 12-foot deep pool fully clothed and pulled the boy from the bottom; and

WHEREAS, With the assistance of other guests, Sergeant Guerra was able to lift the boy's limp body onto the pool deck, where she realized he was not breathing and was in full cardiac arrest; and

WHEREAS, Again relying on her instincts, training, and experience, Sergeant Guerra reacted immediately by performing CPR on the boy; and

WHEREAS, Despite what seemed to be a bleak situation, Sergeant Guerra kept performing CPR and ultimately saved the boy's life. Through her heroic efforts, he had regained consciousness and was breathing on his own before the paramedics arrived; and

WHEREAS, Sergeant Guerra is a 22-year veteran of the Chicago Police Department who formerly worked in the Special Investigations Unit and now works in the Office of News Affairs; and

WHEREAS, Thanks to her quick thinking and actions, Sergeant Guerra saved the boy's life, and he was released from the hospital a short time later with no lasting injuries; and

WHEREAS, Sergeant Guerra's quick actions and calm, effective response exemplify the dedication to duty and commitment to the community inherent in all members of the Chicago Police Department, both on and off duty; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, assembled this first day of November 2016, do hereby express our admiration and gratitude to Chicago Police Officer Cindy Guerra for her heroic actions; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Sergeant Guerra, and placed on permanent record in her personnel file, as a token of our gratitude and esteem.

On motion of Alderman Burke, seconded by Aldermen Taliaferro, Reboyras, Sposato and Napolitano, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

Yeas -- Aldermen Moreno, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Beale, Sadlowski Garza, Thompson, Cárdenas, Quinn, Burke, Lopez, Foulkes, D. Moore, Curtis, O'Shea, Cochran, Muñoz, Zalewski, Solis, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Waguespack, Mell, Ramirez-Rosa, Villegas, Sposato, Laurino, O'Connor, Napolitano, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Silverstein -- 44.

Nays -- None.

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

At this point in the proceedings, the Honorable Rahm Emanuel, Mayor, rose and on behalf of the people of Chicago, extended appreciation to off-duty Police Officer Cindy Guerra for her heroic actions. Lauding Officer Guerra for her quick and decisive response to save a child from drowning, Mayor Emanuel declared her representative of brave men and women of the Chicago Police Department. Mayor Emanuel then invited Police Officer Cindy Guerra to the Mayor's rostrum where he presented her with a parchment copy of the congratulatory resolution.

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*Rules Suspended* -- GRATITUDE EXTENDED TO BERNARDA LO WONG AND ESTHER WONG FOR SERVICE TO CITIZENS OF CHICAGO.

[R2016-839]

The Honorable Rahm Emanuel, Mayor, presented the following communication:

OFFICE OF THE MAYOR  
CITY OF CHICAGO

November 1, 2016.

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

LADIES AND GENTLEMEN -- I transmit herewith, together with Alderman Solis, a congratulatory resolution concerning Bernarda Lo Wong and Esther Wong.

Your favorable consideration of this resolution will be appreciated.

Very truly yours,

(Signed) RAHM EMANUEL,  
Mayor.

Alderman Burke 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, Bernarda "Bernie" Lo Wong is a founder and the president of the Chinese American Service League (CASL), and Esther Wong is its executive director. CASL is the largest, most comprehensive social service agency in the Midwest dedicated to serving the needs of Chinese-Americans; and

WHEREAS, Bernie was born and raised in Hong Kong. At 18, she moved to Sioux City, Iowa to earn a B.A. in sociology from Briar Cliff University and later a master's degree in social work from Washington University in St. Louis, Missouri; and

WHEREAS, Esther, who is fluent in English and Chinese (Cantonese, Mandarin and Taishanese), holds a B.A. from the University of Hong Kong and an M.A. from The University of Chicago's School of Social Service Administration and is a member of the National Association of Social Workers and the Academy of Certified Social Workers; and

WHEREAS, In 1979, Bernie, Esther and their friends began building CASL in an effort to help new immigrants overcome the challenges of a new culture and language; and

WHEREAS, Under Bernie's leadership, CASL has grown from a one-person shop in 1979 with an annual budget of \$32,000 to a \$13.5 Million agency, providing child services, elder services, employment training services, family counseling, and housing and financial education to over 17,000 clients of all ages and backgrounds each year; and

WHEREAS, Bernie is an active community member and chair of the Mayor's Advisory Council on Asian Affairs. She was the first Asian appointed to the board of directors of United Way of Chicago and the Chicago Public Library. She also served on the Governor's Asian Advisory Council and Leadership of Greater Chicago Board; and

WHEREAS, Bernie and Esther give generously of their time. Bernie serves as a board member on the Chicago Commission on Human Relations; National Asian Pacific Center on Aging; Illinois Coalition for Immigrant and Refugee Rights, and Council for the Illinois Department on Aging. Bernie is also a founding member of Chinese Immigrant Service Agencies Network International. Esther serves as a board member on the National Coalition for Asian Pacific American Community Development; Coalition of African, Arab, Asian, European, and Latino Immigrants of Illinois; Coalition for Limited English Speaking Elders; and the Chicago Jobs Council; and

WHEREAS, Bernie has earned many awards for her work, including the Alumna of the Year Award from Briar Cliff University (1988), the Commissioner's Team Award from the

Social Security Administration (1997), the Luminary Senior Award from the Chicago Department on Aging (2002), the Community Organizer Trailblazer Award from Rainbow/Push Coalition (2004), the Distinguished Alumni Award from the School of Social Work at Washington University (2006), the Edward J. Williams Community Leadership Award from Harris Bank (2010), the Champion of Change Award as part of President Obama's "Winning the Future" initiative (2012), the Outstanding Community Leader Award from the Association of Fundraising Professionals (2012), the YWCA Racial Justice Award (2012), the Chicago History Museum's Jane Addams Making History Award for Distinction in Social Service (2013), the "Remarkable Woman" award by the *Chicago Tribune* (2013), the Washington University Distinguished Alumni Award (2015), the Fifth Third Bank Community Leader Award (2015), Illinois Treasurer Michael Frerichs' Outstanding Leader Award (2016), and the Briar Cliff University Distinguished Alumni Award (2016), and was named one of "100 Women of Influence" by *Today's Chicago Woman*; and

WHEREAS, In 1987, Mayor Harold Washington awarded Esther the Mayor's Commission on Women's Affairs' Woman of the Year Award. In 2004, the Asian American Coalition of Chicago presented the Community Services Award to her in recognition of Esther's outstanding leadership and dedicated service to the Asian-American community of Illinois; and

WHEREAS, Bernie's and Esther's dedication to serving others with dignity and respect, and their commitment to the welfare of others and the City of Chicago are truly exemplary; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, assembled this first day of November 2016, do hereby honor and thank Bernarda Lo Wong and Esther Wong for their invaluable service to the citizens of Chicago; and

*Be It Further Resolved*, That suitable copies of this resolution be presented to Bernarda Lo Wong and Esther Wong as a token of our appreciation, gratitude, and respect.

On motion of Alderman Burke, seconded by Aldermen Dowell, Thompson, Solis and Burnett, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

*Yeas* -- Aldermen Moreno, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Beale, Sadlowski Garza, Thompson, Cárdenas, Quinn, Burke, Lopez, Foulkes, D. Moore, Curtis, O'Shea, Cochran, Muñoz, Zalewski, Solis, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Waguespack, Mell, Ramirez-Rosa, Villegas, Sposato, Laurino, O'Connor, Napolitano, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Silverstein -- 44.

*Nays* -- None.

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

At this point in the proceedings, the Honorable Rahm Emanuel, Mayor, rose and speaking on behalf of the people of Chicago, expressed gratitude to Bernarda Lo Wong and Esther Wong for their contributions to the City of Chicago in general and the Chinese American community in particular. Bernarda and Esther have given back to the community by providing social services, housing and job training to help immigrant families overcome the struggles and challenges as they transition to their newly adopted home, the Mayor observed, and their efforts pay tribute to the sacrifices endured by parents and grandparents who helped smooth the pathway for later generations. Reflecting on his own grandfather's journey from Eastern Europe to America nearly 100 years ago, Mayor Emanuel noted the promise of the American dream is renewed with each new generation of immigrants seeking to make a better life for their children and grandchildren and nurtured by those who reinvest their success back into the community. Mayor Emanuel then invited Bernarda Lo Wong and Esther Wong to the Mayor's rostrum where he presented each with a parchment copy of the congratulatory resolution.

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*Rules Suspended --* TRIBUTE TO LATE HONORABLE SAMUEL FRYE BURRELL,  
FORMER ALDERMAN OF 29<sup>TH</sup> WARD.

[R2016-840]

The Honorable Rahm Emanuel, Mayor, presented the following communication:

OFFICE OF THE MAYOR  
CITY OF CHICAGO

November 1, 2016.

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

LADIES AND GENTLEMEN -- I transmit herewith, together with Aldermen Taliaferro and Mitts, a resolution honoring the life and memory of our former colleague Sam Burrell.

Your favorable consideration of this resolution will be appreciated.

Very truly yours,

(Signed) RAHM EMANUEL,  
Mayor.

Alderman Burke 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 members of this chamber were deeply saddened to learn that our former colleague, Alderman Samuel Frye Burrell of the 29<sup>th</sup> Ward, passed away on September 28, 2016 at the age of 78; and

WHEREAS, Alderman Burrell was born in Panola, Alabama to Willie and Eva Mae Burrell on September 18, 1938, and was the oldest of nine children; and

WHEREAS, After graduating from North Sumter High School in 1957, Alderman Burrell enlisted in the United States Army. After completing Army warfare training at Fort Benning, Georgia and medical training at Fort Sam Houston, Texas, he served as an Army paramedic; and

WHEREAS, Alderman Burrell was honorably discharged from the service in 1960, and then relocated to Chicago to begin his career of public service as a Chicago Transit Authority bus operator; and

WHEREAS, After moving to Chicago, Alderman Burrell became politically active, joining a number of African-American civil rights organizations, including the Pan African Students Organization, the Black Panther Party, the NAACP, and independent political movements on Chicago's West Side; and

WHEREAS, Alderman Burrell married the love of his life, Rosie L. Key, in 1966. The couple went on to have nine children together; and

WHEREAS, While in Chicago, Alderman Burrell began his education in electrical engineering at DeVry University, and in 1977 he was certified as a master mechanic, electrician, and locomotive engineer. Alderman Burrell subsequently received a degree in finance from Roosevelt University; and

WHEREAS, During his time in Chicago, Alderman Burrell held positions with North American Phillips and General Motors Electromotive Division; and

WHEREAS, In 1984, Alderman Burrell joined Mayor Harold Washington's reform administration, whereupon his political career began to flourish, and he was elected as alderman of the 29<sup>th</sup> Ward in 1990, serving until 1999; and

WHEREAS, During his time in office, Alderman Burrell founded the United Voter Registration League, which registered more than 50,000 voters for the 1992 presidential election, which caused the president of the local chapter of the NAACP to hail him as a freedom fighter; and

WHEREAS, Alderman Burrell worked for the City until 2002, when he founded Fuller-Burrell Electric, an electrical contracting company; and

WHEREAS, Alderman Burrell will always be remembered for his strong work ethic, dedication, and contributions to African-American progress in Chicago; and

WHEREAS, Alderman Burrell leaves to cherish his memory his loving and devoted wife, Rosie; daughters, Cheronne, Joye (John), and Miesha (Gary); sons, William, Edward, and Sam (Erica); brothers, Willie (Dorothy), Bill (Ellen), and Charles (Barbara); sisters, Mattie and Gail (Timothy); many grandchildren, great-grandchildren, nieces, nephews and a host of family and friends. He was preceded in death by his parents, Willie and Eva Mae Burrell; brothers, James and Jesse Burrell; and children, Ruwa, Linda and Mark Burrell; and

WHEREAS, Alderman Burrell touched the lives of all who knew him through his activism, vision, advocacy and dedication to his city. He will be deeply missed, but the memory of his character will live on in those who knew and loved him; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, assembled this first day of November 2016, do hereby mourn the passing of Alderman Samuel Frye Burrell and do hereby extend our most sincere condolences to his family and friends; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to the family of Alderman Burrell as a sign of our honor, gratitude and respect.

On motion of Alderman Burke, seconded by Aldermen Dowell, D. Moore, Burnett and Taliaferro, the foregoing proposed resolution was *Adopted* by a rising vote.

At this point in the proceedings, the Honorable Rahm Emanuel, Mayor rose to offer the condolences and support of the people of the City of Chicago to the family of the late Alderman Samuel Frye Burrell. Reflecting on the life and legacy of Alderman Burrell, Mayor Emanuel spoke of his abiding commitment to his family, to the City of Chicago and to the residents of the 29<sup>th</sup> Ward. A man of character and conviction who felt an obligation to give back to the city he loved, Alderman Burrell was an outspoken voice on behalf of voter registration and civil rights, the Mayor observed, and his passion and dedication to the greater good was felt throughout the City of Chicago. Mayor Emanuel then left the rostrum and strode to the commissioners' gallery where he presented a parchment copy of the memorial resolution to the family of the late Alderman Samuel Frye Burrell.



*Referred -- APPOINTMENT OF ROBERT D. LONCAR AS MEMBER OF COMMERCIAL AVENUE COMMISSION (SPECIAL SERVICE AREA NO. 5).*

[A2016-101]

The Honorable Rahm Emanuel, Mayor, submitted the following communication which was, at the request of two aldermen present (under the provisions of Council Rule 43), *Referred to the Committee on Finance*:

OFFICE OF THE MAYOR  
CITY OF CHICAGO

November 1, 2016.

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

LADIES AND GENTLEMEN -- I have appointed Robert D. Loncar as a member of Special Service Area Number 5, the Commercial Avenue Commission, for a term effective immediately and expiring October 1, 2018, to succeed George N. Eliopoulos, whose term has expired.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) RAHM EMANUEL,  
Mayor.

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*Referred -- APPOINTMENT OF PEGGIE M. JONES AS MEMBER OF MARQUETTE PARK COMMISSION (SPECIAL SERVICE AREA NO. 14).*

[A2016-102]

The Honorable Rahm Emanuel, Mayor, submitted the following communication which was, at the request of two aldermen present (under the provisions of Council Rule 43), *Referred to the Committee on Finance*:

11/1/2016

COMMUNICATIONS, ETC.

34655

OFFICE OF THE MAYOR  
CITY OF CHICAGO

November 1, 2016.

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

LADIES AND GENTLEMEN -- I have appointed Peggie M. Jones as a member of Special Service Area Number 14, the Marquette Park Commission, for a term effective immediately and expiring September 10, 2018, to succeed Alice Polk, whose term has expired.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) RAHM EMANUEL,  
Mayor.

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*Referred* -- REAPPOINTMENT OF CALLY E. RADUENDZEL AS MEMBER OF HOWARD STREET COMMISSION (SPECIAL SERVICE AREA NO. 19).

[A2016-103]

The Honorable Rahm Emanuel, Mayor, submitted the following communication which was, at the request of two aldermen present (under the provisions of Council Rule 43), *Referred to the Committee on Finance*:

OFFICE OF THE MAYOR  
CITY OF CHICAGO

November 1, 2016.

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

LADIES AND GENTLEMEN -- I have reappointed Cally E. Raduendzel as a member of Special Service Area Number 19, the Howard Street Commission, for a term effective immediately and expiring June 13, 2019.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) RAHM EMANUEL,  
Mayor.

---

*Referred --* REAPPOINTMENT OF REBECCA C. DOHE AND MARCY S. HUTTAS AS MEMBERS OF WICKER PARK & BUCKTOWN COMMISSION (SPECIAL SERVICE AREA NO. 33).

[A2016-104]

The Honorable Rahm Emanuel, Mayor, submitted the following communication which was, at the request of two aldermen present (under the provisions of Council Rule 43), *Referred to the Committee on Finance*:

OFFICE OF THE MAYOR  
CITY OF CHICAGO

November 1, 2016.

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

LADIES AND GENTLEMEN -- I have reappointed Rebecca C. Dohe and Marcy S. Huttas as members of Special Service Area Number 33, the Wicker Park & Bucktown Commission, for terms effective immediately and expiring September 13, 2018.

Your favorable consideration of these appointments will be appreciated.

Very truly yours,

(Signed) RAHM EMANUEL,  
Mayor.

11/1/2016

COMMUNICATIONS, ETC.

34657

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

[A2016-105]

The Honorable Rahm Emanuel, Mayor, submitted the following communication which was, at the request of two aldermen present (under the provisions of Council Rule 43), *Referred to the Committee on Finance*:

OFFICE OF THE MAYOR  
CITY OF CHICAGO

November 1, 2016.

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

LADIES AND GENTLEMEN -- I have appointed Patricia A. Hutzal as a member of Special Service Area Number 34, the Uptown Commission, for a term effective immediately and expiring October 4, 2018, to succeed Mitch C. Schneider, whose term has expired.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) RAHM EMANUEL,  
Mayor.

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*Referred* -- APPOINTMENT OF SIMON GORDON AS MEMBER OF BOARD OF COMMISSIONERS OF CHICAGO COMMISSION ON HUMAN RELATIONS.

[A2016-100]

The Honorable Rahm Emanuel, Mayor, submitted the following communication which was, at the request of two aldermen present (under the provisions of Council Rule 43), *Referred to the Committee on Human Relations*:

OFFICE OF THE MAYOR  
CITY OF CHICAGO

November 1, 2016.

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

LADIES AND GENTLEMEN -- I have appointed Simon Gordon as a member of the Board of Commissioners of the Chicago Commission on Human Relations for a term effective immediately and expiring July 1, 2019, to succeed Tiffany M. Ferguson, whose term has expired.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) RAHM EMANUEL,  
Mayor.

---

*Referred* -- AMENDMENT OF TITLES 1, 2, 3, 4, 7, 9, 10, 11, 13, 15 AND 18 OF MUNICIPAL CODE CONCERNING VARIOUS DEPARTMENT FUNCTIONS AND DUTIES (2017 MANAGEMENT ORDINANCE) AND ASSOCIATED FIRST AMENDMENT TO COORDINATED CITY DIGITAL SIGN PROGRAM AGREEMENT.

[O2016-7983]

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

OFFICE OF THE MAYOR  
CITY OF CHICAGO

November 1, 2016.

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

LADIES AND GENTLEMEN -- At the request of the Budget Director, I transmit herewith the Management Ordinance for Fiscal Year 2017.

11/1/2016

COMMUNICATIONS, ETC.

34659

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RAHM EMANUEL,  
Mayor.

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*Referred --* AMENDMENT OF TITLES 1, 2, 3, 4, 7, 9, 10, 13, 15 AND 18 OF  
MUNICIPAL CODE (2017 CODE CORRECTIONS ORDINANCE).

[O2016-7988]

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

OFFICE OF THE MAYOR  
CITY OF CHICAGO

November 1, 2016.

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

LADIES AND GENTLEMEN -- At the request of the Budget Director, I transmit herewith  
the Code Corrections Ordinance for Fiscal Year 2017.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RAHM EMANUEL,  
Mayor.

*Referred* -- AMENDMENT OF TITLES 2, 3, 4, 7, 9 AND 10 OF MUNICIPAL CODE CONCERNING VARIOUS TAXES, CHARGES AND FEES (2017 REVENUE ORDINANCE).

[O2016-7981]

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

OFFICE OF THE MAYOR  
CITY OF CHICAGO

November 1, 2016.

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

LADIES AND GENTLEMEN -- At the request of the Budget Director, I transmit herewith the Revenue Ordinance for Fiscal Year 2017.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RAHM EMANUEL,  
Mayor.

*Referred* -- AMENDMENT OF SECTION 2-92-412 OF MUNICIPAL CODE CONCERNING CONTRACT BID PREFERENCE FOR CITY-BASED BUSINESSES.

[O2016-7955]

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

11/1/2016

COMMUNICATIONS, ETC.

34661

OFFICE OF THE MAYOR  
CITY OF CHICAGO

November 1, 2016.

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

LADIES AND GENTLEMEN -- I transmit herewith, together with Alderman Thompson, an ordinance amending Section 2-92-412 of the Municipal Code regarding a bid preference.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RAHM EMANUEL,  
Mayor.

---

*Referred* -- AMENDMENT OF SECTION 2-92-535 OF MUNICIPAL CODE  
CONCERNING EXPANSION OF PRIME CONTRACTOR MENTORING  
PROGRAM.

[O2016-7956]

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

OFFICE OF THE MAYOR  
CITY OF CHICAGO

November 1, 2016.

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

LADIES AND GENTLEMEN -- I transmit herewith, together with Alderman Mitchell, an ordinance amending Section 2-92-535 of the Municipal Code regarding an expansion of a mentoring program.



Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RAHM EMANUEL,  
Mayor.

---

*Referred -- YEAR 2017 PROPERTY TAX LEVY.*

[O2016-7989]

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

OFFICE OF THE MAYOR  
CITY OF CHICAGO

November 1, 2016.

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

LADIES AND GENTLEMEN -- At the request of the Budget Director, I transmit herewith the Tax Levy Ordinance for Fiscal Year 2017.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RAHM EMANUEL,  
Mayor.

11/1/2016

COMMUNICATIONS, ETC.

34663

*Referred* -- ABATEMENT OF YEAR 2016 PROPERTY TAX LEVY FOR PAYMENT OF GENERAL OBLIGATION BONDS (CITY COLLEGES OF CHICAGO CAPITAL IMPROVEMENT PROJECT), SERIES 1999.

[O2016-7957]

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

OFFICE OF THE MAYOR  
CITY OF CHICAGO

November 1, 2016.

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

LADIES AND GENTLEMEN -- At the request of the Comptroller, I transmit herewith an ordinance authorizing an abatement of 2016 property tax levies.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RAHM EMANUEL,  
Mayor.

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*Referred* -- ABATEMENT OF YEAR 2016 PROPERTY TAX LEVY FOR PAYMENT OF GENERAL OBLIGATION BONDS (EMERGENCY TELEPHONE SYSTEM), REFUNDING SERIES 1999.

[O2016-7960]

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

OFFICE OF THE MAYOR  
CITY OF CHICAGO

November 1, 2016.

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

LADIES AND GENTLEMEN -- At the request of the Comptroller, I transmit herewith an ordinance authorizing an abatement of 2016 property tax levies.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RAHM EMANUEL,  
Mayor.

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*Referred* -- ABATEMENT OF YEAR 2016 PROPERTY TAX LEVY FOR PAYMENT OF GENERAL OBLIGATION BONDS (EMERGENCY TELEPHONE SYSTEM), SERIES 2004.

[O2016-7959]

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

OFFICE OF THE MAYOR  
CITY OF CHICAGO

November 1, 2016.

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

LADIES AND GENTLEMEN -- At the request of the Comptroller, I transmit herewith an ordinance authorizing an abatement of 2016 property tax levies.

11/1/2016

COMMUNICATIONS, ETC.

34665

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RAHM EMANUEL,  
Mayor.

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*Referred* -- ABATEMENT OF YEAR 2016 PROPERTY TAX LEVY FOR PAYMENT  
OF GENERAL OBLIGATION BONDS, LIBRARY SERIES 2008D.

[O2016-7958]

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

OFFICE OF THE MAYOR  
CITY OF CHICAGO

November 1, 2016.

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

LADIES AND GENTLEMEN -- At the request of the Comptroller, I transmit herewith an  
ordinance authorizing an abatement of 2016 property tax levies.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RAHM EMANUEL,  
Mayor.

*Referred -- FORTY-NINTH AMENDING AGREEMENT WITH SOMERCOR 504, INC. FOR ADMINISTRATION OF SMALL BUSINESS IMPROVEMENT FUND PROGRAM WITHIN CHICAGO/CENTRAL PARK REDEVELOPMENT PROJECT AREA.*

[O2016-7966]

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

OFFICE OF THE MAYOR  
CITY OF CHICAGO

November 1, 2016.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Planning and Development, I transmit herewith an ordinance authorizing an allocation of TIF funds to the Chicago/Central Park SBIF.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RAHM EMANUEL,  
Mayor.

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*Referred -- YEAR 2017 LEVY OF TAXES, APPROVAL OF BUDGETS AND EXECUTION OF SERVICE PROVIDER AGREEMENTS FOR SPECIAL SERVICE AREA NOS. 17, 18, 32, 38, 44, 47, 50, 61 AND 69 AND AMENDMENT OF YEAR 2016 BUDGET FOR SPECIAL SERVICE AREA NO. 38.*

[O2016-7946, O2016-7947, O2016-7948,  
O2016-7949, O2016-7950, O2016-7951,  
O2016-7952, O2016-7953, O2016-7954]

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

11/1/2016

COMMUNICATIONS, ETC.

34667

OFFICE OF THE MAYOR  
CITY OF CHICAGO

November 1, 2016.

*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 scope of services, budget and management agreement for various Special Service Areas.

Your favorable consideration of these ordinances will be appreciated.

Very truly yours,

(Signed) RAHM EMANUEL,  
Mayor.

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*Referred* -- AMENDMENT OF REDEVELOPMENT AGREEMENT WITH GREENWOOD ON 87<sup>TH</sup> LLC FOR STONY ISLAND AVENUE COMMERCIAL AND BURNSIDE INDUSTRIAL CORRIDORS TAX INCREMENT FINANCING REDEVELOPMENT PROJECT AREA.

[O2016-7965]

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

OFFICE OF THE MAYOR  
CITY OF CHICAGO

November 1, 2016.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Planning and Development, I transmit herewith an ordinance authorizing an amendment to a previously passed redevelopment agreement with Greenwood on 87<sup>th</sup> LLC.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RAHM EMANUEL,  
Mayor.

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*Referred* -- SUPPORT OF COOK COUNTY CLASS L TAX INCENTIVE FOR PROPERTIES AT 912 -- 924 W. RANDOLPH ST., 151 -- 185 N. SANGAMON ST. AND 913 -- 925 W. LAKE ST.

[O2016-7987]

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

OFFICE OF THE MAYOR  
CITY OF CHICAGO

November 1, 2016.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Planning and Development, I transmit herewith an ordinance authorizing a Class L tax status for properties located in the Fulton-Randolph Market landmark district.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RAHM EMANUEL,  
Mayor.

11/1/2016

COMMUNICATIONS, ETC.

34669

*Referred -- ALLOCATION OF YEAR 2017 MOTOR FUEL TAX FUNDS AND EXECUTION OF ASSOCIATED INTERGOVERNMENTAL AGREEMENTS WITH CHICAGO TRANSIT AUTHORITY AND COUNTY OF COOK.*

[O2016-7962, O2016-7963]

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

OFFICE OF THE MAYOR  
CITY OF CHICAGO

November 1, 2016.

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

LADIES AND GENTLEMEN -- At the request of the Budget Director, I transmit herewith an ordinance authorizing an allocation of Motor Fuel Tax funds for fiscal year 2017 and an ordinance authorizing an associated intergovernmental agreement with the Chicago Transit Authority.

Your favorable consideration of these ordinances will be appreciated.

Very truly yours,

(Signed) RAHM EMANUEL,  
Mayor.

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

[O2016-7996, O2016-7997, O2016-8014,  
O2016-8021, O2016-8115, O2016-8133,  
O2016-8159, O2016-8195]

The Honorable Rahm Emanuel, 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

November 1, 2016.

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

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

Your favorable consideration of these ordinances will be appreciated.

Very truly yours,

(Signed) RAHM EMANUEL,  
Mayor.

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*Referred --* RENEWAL OF LEASE AGREEMENT WITH 3500 SPAULDING TMG LLC  
FOR USE OF VACANT LAND BY DEPARTMENT OF STREETS AND SANITATION  
AT 3500 N. SPAULDING AVE. FOR SALT STORAGE

[O2016-8200]

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

OFFICE OF THE MAYOR  
CITY OF CHICAGO

November 1, 2016.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Fleet and Facility Management, I transmit herewith an ordinance authorizing the execution of a lease renewal agreement with 3500 Spaulding TMG.

11/1/2016

COMMUNICATIONS, ETC.

34671

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RAHM EMANUEL,  
Mayor.

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*Referred --* INTERGOVERNMENTAL AGREEMENT WITH CHICAGO TRANSIT AUTHORITY FOR PURCHASE AND INSTALLATION OF FARE EQUIPMENT IN CONNECTION WITH TRANSIT FACILITY CONSTRUCTION AND RENEWAL PROJECTS.

[O2016-7964]

The Honorable Rahm Emanuel, 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

November 1, 2016.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Transportation, I transmit herewith an ordinance authorizing the execution of an intergovernmental agreement with the Chicago Transit Authority regarding the installation of facilities at the Blue Line Grand Station.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RAHM EMANUEL,  
Mayor.

*Referred* -- COLLECTIVE BARGAINING AGREEMENT WITH PUBLIC SAFETY EMPLOYEES UNION, UNIT II.

[O2016-7961]

The Honorable Rahm Emanuel, Mayor, submitted the following communication which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Workforce Development and Audit*:

OFFICE OF THE MAYOR  
CITY OF CHICAGO

November 1, 2016.

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

LADIES AND GENTLEMEN -- At the request of the Corporation Counsel and the Budget Director, I transmit herewith an ordinance authorizing the execution of a collective bargaining agreement with Public Safety Employees Union, Unit II.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RAHM EMANUEL,  
Mayor.

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

The Honorable Susana A. Mendoza, City Clerk, informed the City Council that documents were filed in her office relating to the respective subjects designated as follows:

*Placed On File* -- NOTIFICATION OF SALE OF CITY OF CHICAGO MULTI-FAMILY MORTGAGE REVENUE BONDS (ROSENWALD COURTS APARTMENTS PROJECT), SERIES 2016A AND SERIES 2016B.

[F2016-53]

A communication from Carole L. Brown, Chief Financial Officer, under the date of October 28, 2016, transmitting the notification of sale of City of Chicago Multi-Family Mortgage Revenue Bonds (Rosenwald Courts Apartments Project) Series 2016A and

Series 2016B, together with the Terms of the Notes and executed copies of the 2016A Bond and Loan Agreement, 2016B Bond and Loan Agreement, Specimen Series 2016A Note and Specimen Series 2016B Note, which was *Placed on File*.

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*Placed On File* -- INSPECTOR GENERAL'S FOLLOW-UP INQUIRY OF 2015 AUDIT REGARDING DEPARTMENT OF FAMILY AND SUPPORT SERVICES HOMELESS SERVICES.

[F2016-52]

A communication from Joseph M. Ferguson, Inspector General, under the date of October 24, 2016, transmitting a follow-up inquiry regarding the Office of the Inspector General's 2015 audit of the Department of Family and Support Services selection and monitoring of homeless service providers, which was *Placed on File*.

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*Placed On File* -- INSPECTOR GENERAL'S QUARTERLY REPORT FOR PERIOD ENDED SEPTEMBER 30, 2016.

[F2016-51]

A communication from Joseph M. Ferguson, Inspector General, under the date of October 15, 2016, transmitting, pursuant to Section 2-56-120 of the Municipal Code of Chicago, a quarterly report of investigations conducted for the period of July 1, 2016 through September 30, 2016, which was *Placed on File*.

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

#### **PUBLICATION OF JOURNAL.**

October 5, 2016.  
(Regular Meeting)

The City Clerk informed the City Council that all those ordinances, et cetera, which were passed by the City Council on October 5, 2016, and which were required by statute to be

published in book or pamphlet form or in one or more newspapers, were published in pamphlet form on November 1, 2016, 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 meeting held on October 5, 2016, 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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October 11, 2016.  
(Special Meeting)

The City Clerk informed the City Council that the call of the special meeting and appropriate comments thereto which were discussed by the City Council on October 11, 2016, and which were required by statute to be published in book or pamphlet form or in one or more newspapers, were published in pamphlet form on November 1, 2016, by being printed in full text in printed pamphlet copies of the *Journal of the Proceedings of the City Council of the City of Chicago* of the special meeting held on October 11, 2016, 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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#### PUBLICATION OF SPECIAL PAMPHLETS.

*Repeal Of January 13 And May 18, 2016 Ordinances Which Authorized Issuance Of City Of Chicago General Obligation Bonds, Series 2016 And Reissuance Of City Of Chicago General Obligation Bonds, Series 2016, Levy And Collection Of Direct Annual Tax Upon All Taxable Property And Amendment Of Sections 2-32-031 And 2-32-130 Of Municipal Code.*

The City Clerk informed the City Council that the ordinance repealing the January 13 and May 18, 2016 ordinances which authorized the issuance of City of Chicago General Obligation Bonds, Series 2016 and the reissuance of City of Chicago General Obligation Bonds, Series 2016, levy and collection of direct annual tax upon all taxable property and the amendment of Sections 2-32-031 and 2-32-130 of the Municipal Code of the City of Chicago, which was passed by the City Council on October 5, 2016, and which was requested to be published in special pamphlet form, was published in special pamphlet form on October 7, 2016.

*Imposition Of Tax Levy, Approval Of Year 2017 Budget And Execution Of Service Provider Agreement For Special Service Area No. 1-2015.*

The City Clerk informed the City Council that the ordinance authorizing the imposition of a tax levy, approval of a year 2017 budget and execution of a service provider agreement for Special Service Area Number 1-2015, which was passed by the City Council on October 5, 2016, and which was requested to be published in special pamphlet form, was published in special pamphlet form on October 19, 2016.

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*Imposition Of Tax Levy, Approval Of Year 2017 Budget And Execution Of Service Provider Agreement For Special Service Area No. 3.*

The City Clerk informed the City Council that the ordinance authorizing the imposition of a tax levy, approval of a year 2017 budget and execution of a service provider agreement for Special Service Area Number 3, which was passed by the City Council on October 5, 2016, and which was requested to be published in special pamphlet form, was published in special pamphlet form on October 19, 2016.

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*Imposition Of Tax Levy, Approval Of Year 2017 Budget And Execution Of Service Provider Agreement For Special Service Area No. 4.*

The City Clerk informed the City Council that the ordinance authorizing the imposition of a tax levy, approval of a year 2017 budget and execution of a service provider agreement for Special Service Area Number 4, which was passed by the City Council on October 5, 2016, and which was requested to be published in special pamphlet form, was published in special pamphlet form on October 19, 2016.

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*Imposition Of Tax Levy, Approval Of Year 2017 Budget And Execution Of Service Provider Agreement For Special Service Area No. 7.*

The City Clerk informed the City Council that the ordinance authorizing the imposition of a tax levy, approval of a year 2017 budget and execution of a service provider agreement for

Special Service Area Number 7, which was passed by the City Council on October 5, 2016, and which was requested to be published in special pamphlet form, was published in special pamphlet form on October 19, 2016.

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*Imposition Of Tax Levy, Approval Of Year 2017 Budget And Execution Of Service Provider Agreement For Special Service Area No. 13.*

The City Clerk informed the City Council that the ordinance authorizing the imposition of a tax levy, approval of a year 2017 budget and execution of a service provider agreement for Special Service Area Number 13, which was passed by the City Council on October 5, 2016, and which was requested to be published in special pamphlet form, was published in special pamphlet form on October 19, 2016.

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*Imposition Of Tax Levy, Approval Of Year 2017 Budget, Execution Of Service Provider Agreement And Amendment of Year 2016 Appropriation, Levy And Agreement Ordinance For Special Service Area No. 16.*

The City Clerk informed the City Council that the ordinance authorizing the imposition of a tax levy, approval of a year 2017 budget, execution of a service provider agreement and amendment of the year 2016 appropriation, levy and agreement ordinance for Special Service Area Number 16, which was passed by the City Council on October 5, 2016, and which was requested to be published in special pamphlet form, was published in special pamphlet form on October 19, 2016.

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*Imposition Of Tax Levy, Approval Of Year 2017 Budget And Execution Of Service Provider Agreement For Special Service Area No. 19.*

The City Clerk informed the City Council that the ordinance authorizing the imposition of a tax levy, approval of a year 2017 budget and execution of a service provider agreement for

Special Service Area Number 19, which was passed by the City Council on October 5, 2016, and which was requested to be published in special pamphlet form, was published in special pamphlet form on October 19, 2016.

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*Imposition Of Tax Levy, Approval Of Year 2017 Budget And Execution Of Service Provider Agreement For Special Service Area No. 20.*

The City Clerk informed the City Council that the ordinance authorizing the imposition of a tax levy, approval of a year 2017 budget and execution of a service provider agreement for Special Service Area Number 20, which was passed by the City Council on October 5, 2016, and which was requested to be published in special pamphlet form, was published in special pamphlet form on October 19, 2016.

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*Imposition Of Tax Levy, Approval Of Year 2017 Budget And Execution Of Service Provider Agreement For Special Service Area No. 23.*

The City Clerk informed the City Council that the ordinance authorizing the imposition of a tax levy, approval of a year 2017 budget and execution of a service provider agreement for Special Service Area Number 23, which was passed by the City Council on October 5, 2016, and which was requested to be published in special pamphlet form, was published in special pamphlet form on October 19, 2016.

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*Imposition Of Tax Levy, Approval Of Year 2017 Budget And Execution Of Service Provider Agreement For Special Service Area No. 24.*

The City Clerk informed the City Council that the ordinance authorizing the imposition of a tax levy, approval of a year 2017 budget and execution of a service provider agreement for Special Service Area Number 24, which was passed by the City Council on October 5, 2016, and which was requested to be published in special pamphlet form, was published in special pamphlet form on October 19, 2016.



*Imposition Of Tax Levy, Approval Of Year 2017 Budget, Execution Of Service Provider Agreement And Amendment Of Year 2016 Appropriation, Levy And Agreement Ordinance For Special Service Area No. 33.*

The City Clerk informed the City Council that the ordinance authorizing the imposition of a tax levy, approval of a year 2017 budget, execution of a service provider agreement and amendment of the year 2016 appropriation, levy and agreement ordinance for Special Service Area Number 33, which was passed by the City Council on October 5, 2016, and which was requested to be published in special pamphlet form, was published in special pamphlet form on October 19, 2016.

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*Imposition Of Tax Levy, Approval Of Year 2017 Budget, Execution Of Service Provider Agreement And Amendment Of Year 2016 Appropriation, Levy And Agreement Ordinance For Special Service Area No. 34.*

The City Clerk informed the City Council that the ordinance authorizing the imposition of a tax levy, approval of a year 2017 budget, execution of a service provider agreement and amendment of the year 2016 appropriation, levy and agreement ordinance for Special Service Area Number 34, which was passed by the City Council on October 5, 2016, and which was requested to be published in special pamphlet form, was published in special pamphlet form on October 19, 2016.

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*Imposition Of Tax Levy, Approval Of Year 2017 Budget And Execution Of Service Provider Agreement For Special Service Area No. 35-2015.*

The City Clerk informed the City Council that the ordinance authorizing the imposition of a tax levy, approval of a year 2017 budget and execution of a service provider agreement for Special Service Area Number 35-2015, which was passed by the City Council on October 5, 2016, and which was requested to be published in special pamphlet form, was published in special pamphlet form on October 19, 2016.

*Imposition Of Tax Levy, Approval Of Year 2017 Budget And Execution Of Service Provider Agreement For Special Service Area No. 45.*

The City Clerk informed the City Council that the ordinance authorizing the imposition of a tax levy, approval of a year 2017 budget and execution of a service provider agreement for Special Service Area Number 45, which was passed by the City Council on October 5, 2016, and which was requested to be published in special pamphlet form, was published in special pamphlet form on October 18, 2016.

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*Imposition Of Tax Levy, Approval Of Year 2017 Budget And Execution Of Service Provider Agreement For Special Service Area No. 49.*

The City Clerk informed the City Council that the ordinance authorizing the imposition of a tax levy, approval of a year 2017 budget and execution of a service provider agreement for Special Service Area Number 49, which was passed by the City Council on October 5, 2016, and which was requested to be published in special pamphlet form, was published in special pamphlet form on October 18, 2016.

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*Imposition Of Tax Levy, Approval Of Year 2017 Budget And Execution Of Service Provider Agreement For Special Service Area No. 54.*

The City Clerk informed the City Council that the ordinance authorizing the imposition of a tax levy, approval of a year 2017 budget and execution of a service provider agreement for Special Service Area Number 54, which was passed by the City Council on October 5, 2016, and which was requested to be published in special pamphlet form, was published in special pamphlet form on October 20, 2016.

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*Imposition Of Tax Levy, Approval Of Year 2017 Budget And Execution Of Service Provider Agreement For Special Service Area No. 55.*

The City Clerk informed the City Council that the ordinance authorizing the imposition of a tax levy, approval of a year 2017 budget and execution of a service provider agreement for

Special Service Area Number 55, which was passed by the City Council on October 5, 2016, and which was requested to be published in special pamphlet form, was published in special pamphlet form on October 18, 2016.

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*Imposition Of Tax Levy, Approval Of Year 2017 Budget And Execution Of Service Provider Agreement For Special Service Area No. 59.*

The City Clerk informed the City Council that the ordinance authorizing the imposition of a tax levy, approval of a year 2017 budget and execution of a service provider agreement for Special Service Area Number 59, which was passed by the City Council on October 5, 2016, and which was requested to be published in special pamphlet form, was published in special pamphlet form on October 18, 2016.

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*Imposition Of Tax Levy, Approval Of Year 2017 Budget And Execution Of Service Provider Agreement For Special Service Area No. 63.*

The City Clerk informed the City Council that the ordinance authorizing the imposition of a tax levy, approval of a year 2017 budget and execution of a service provider agreement for Special Service Area Number 63, which was passed by the City Council on October 5, 2016, and which was requested to be published in special pamphlet form, was published in special pamphlet form on October 18, 2016.

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*Imposition Of Tax Levy, Approval Of Year 2017 Budget And Execution Of Service Provider Agreement For Special Service Area No. 64.*

The City Clerk informed the City Council that the ordinance authorizing the imposition of a tax levy, approval of a year 2017 budget and execution of a service provider agreement for Special Service Area Number 64, which was passed by the City Council on October 5, 2016, and which was requested to be published in special pamphlet form, was published in special pamphlet form on October 19, 2016.

**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:

Aaron Del Valle (Application Number 19011) -- to classify as a B3-3 Community Shopping District instead of a B3-2 Community Shopping District the area shown on Map Number 4-H bounded by:

West 18<sup>th</sup> Street; a line located 275 feet west of the west right-of-way of South Ashland Avenue; the first alley south of 18<sup>th</sup> Street; and a line located 300 feet west of the west right-of-way of South Ashland Avenue (common address: 1629 West 18<sup>th</sup> Street).

[O2016-7924]

Devise Development LLC (Application Number 19016) -- to classify as a 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 5-J bounded by:

a line 200.50 feet south of and parallel to the south line of West Bloomingdale Avenue; North Kedzie Avenue; a line 227.50 feet south of and parallel to the south line of West Bloomingdale Avenue; and the north/south public alley west of and parallel to North Kedzie Avenue (common address: 1736 North Kedzie Avenue).

[O2016-7929]

Harlem 2016 LLC (Application Number 19018T1) -- to classify as a B3-1 Community Shopping District instead of an M1-1 Limited Manufacturing/Business Park District the area shown on Map Number 21-B bounded by:

North Harlem Avenue; North Northwest Highway; a perpendicular line to North Northwest Highway starting at a point 230.43 feet southeast of North Harlem Avenue (as measured along the southwest line of North Northwest Highway and ending at a point 71.63 feet southeast and almost parallel to North Harlem Avenue (as measured

along the northeast boundary line of the Union Pacific Railroad right-of-way); and the northeast boundary line of the Union Pacific Railroad right-of-way (common address: 6332 -- 6340 North Northwest Highway).

[O2016-7931]

John W. Karnuth (Application Number 19017) -- to classify as a 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 9-K bounded by:

West School Street; the public alley next west of and parallel to North Kildare Avenue; the public alley next south of and parallel to West School Street; and a line 50 feet west of and parallel to the public alley next west of and parallel to North Kildare Avenue (common address: 4315 -- 4317 West School Street).

[O2016-7930]

KDP 1400 North LLC (Application Number 19014) -- to classify as Planned Manufacturing District Number 2, Sub-District B instead of Planned Manufacturing District Number 2, Sub-District A the area shown on Map Number 5-G bounded by:

a line 239.89 feet northwest of West North Avenue (as measured along the southwesterly line of North Besly Court); North Besly Court; West North Avenue; and the northeasterly line of the Chicago and Northwestern Railroad right-of-way (common address: 1400 -- 1424 West North Avenue/1600 -- 1622 North Besly Court).

[O2016-7927]

McCaffery Lake Street LLC (Application Number 19021T1) -- to classify as a DX-5 Downtown Mixed-Use District instead of a C1-2 Neighborhood Commercial District the area shown on Map Number 1-G bounded by:

West Lake Street; North Racine Avenue; a line 180 feet south of and parallel to West Lake Street; a line 87.80 feet west of and parallel to North Racine Avenue; a line 181 feet south of and parallel to west Lake Street; and a line 162.80 feet west of and parallel to North Racine Avenue (common address: 1201 -- 1215 West Lake Street and 166 -- 182 North Racine Avenue).

[O2016-7934]

My Kind of Town Properties LLC 1840 West 17<sup>th</sup> Street Series (Application Number 19012T1) -- to classify as a B2-3 Neighborhood Mixed-Use District instead of a B3-2 Community Shopping District the area shown on Map Number 4-H bounded by:

the public alley next north of West 17<sup>th</sup> Street; a line 216.50 feet east of South Wolcott Avenue; West 17<sup>th</sup> Street; and a line 192.50 feet east of South Wolcott Avenue (common address: 1840 West 17<sup>th</sup> Street).

[O2016-7925]

North Aberdeen Associates LLC (Application Number 19019) -- to classify as Residential Business Planned Development Number 1327, as amended, instead of Residential Business Planned Development Number 1327 the area shown on Map Number 1-G bounded by:

North Aberdeen Street; the alley next north of and parallel to West Huron Street; the alley next southwest of and parallel to North Aberdeen Street; and North Ogden Avenue (common address: 716 -- 742 North Aberdeen Street and 721 -- 739 North Ogden Avenue).

[O2016-7932]

Public Building Commission on behalf of City Colleges of Chicago (Application Number 19020) -- to classify as a RT4 Residential Two-Flat, Townhouse and Multi-Unit District instead of a B3-1 Community Shopping District the area shown on Map Number 18-K bounded by:

beginning at the centerline of West 76<sup>th</sup> Street; a line 1,199.22 feet west of the west line of South Pulaski Road; West 77<sup>th</sup> Street; and a line 1,500.98 feet west of parallel to the west line of South Pulaski Road (ToB),

and further, to classify as Institutional Planned Number 216, as amended, instead of RT4 Residential Two-Flat, Townhouse and Multi-Unit District and Institutional Planned Number 216 the area shown on Map Number 18-K bounded by:

beginning at a line 1,777.5 feet north of the south line of West 77<sup>th</sup> Street; the west line of South Pulaski Road; a line 700.5 feet north of the south line of West 77<sup>th</sup> Street; a line 414 feet west of and parallel to the center line of South Pulaski Road; the north line of service drive West 77<sup>th</sup> Street; a line 820 feet west of and parallel to the centerline of South Pulaski Road; the south line of West 77<sup>th</sup> Street; a line 1,500.98 feet west of and parallel to the center line of South Pulaski Road; a line 700.5 feet north of the south line of West 77<sup>th</sup> Street; and a line 847 feet west of the west line of South Pulaski Road (ToB) (common address: 4001 -- 4141 West 74<sup>th</sup> Street, 7400 -- 7670 South Pulaski Road, 4000 -- 4140 West 76<sup>th</sup> Street, 4029 -- 4215 West 76<sup>th</sup> Street and 4032 -- 4214 West 77<sup>th</sup> Street).

[O2016-7933]

Ross Financial Services, Inc. (Application Number 19022T1) -- to classify as a B2-3 Neighborhood Mixed-Use District instead of a B3-2 Community Shopping District the area shown on Map Number 17-H bounded by:

West Estes Avenue; North Clark Street; a line 100 feet south of the south line of West Estes Avenue; and North Ravenswood Avenue (common address: 7070 -- 7078 North Clark Street, 1757 -- 1775 West Estes Avenue and 7071 -- 7079 North Ravenswood Avenue).

[O2016-7935]

441 -- 447 West Arlington LLC (Application Number 19013) -- to classify as an RM5 Residential Multi-Unit District instead of an RM5 Residential Multi-Unit District and a B1-2 Neighborhood Shopping District the area shown on Map Number 7-F bounded by:

West Arlington Place; a line 175.00 feet northeast of North Clark Street (as measured along the southerly line of West Arlington Place); a line 77.00 feet southeast of West Arlington Place; a line 215.00 feet northeast of North Clark Street (as measured along the southerly line of West Arlington Place); a line 99.96 feet southeast of West Arlington Place; and a line 50.00 feet northeast of North Clark Street (as measured along the southerly line of West Arlington Place) (common address: 439 -- 447 West Arlington Place).

[O2016-7926]

1800 West Warner LLC (Application Number 19015T1) -- to classify as an RM4.5 Residential Multi-Unit District instead of a M1-2 Limited Manufacturing/Business Park District the area shown on Map Number 11-H bounded by:

a line 69.54 feet west of and parallel to North Ravenswood Avenue; the alley next north and parallel to West Warner Avenue; North Ravenswood Avenue; and West Warner Avenue (common address: 1800 --1806 West Warner Avenue/4130 -- 4140 North Ravenswood Avenue).

[O2016-7928]

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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:

|                       |               |
|-----------------------|---------------|
| Attalla, Christine A. | [CL2016-1673] |
| Austin, Brena M.      | [CL2016-1608] |
| Beard, Patricia       | [CL2016-1658] |
| Bond, Wendy M.        | [CL2016-1622] |
| Brown, Matthew        | [CL2016-1670] |
| Cabanban, Andrei B.   | [CL2016-1624] |

|                                                      |               |
|------------------------------------------------------|---------------|
| Campuzano, Augusto                                   | [CL2016-1650] |
| Caraballo, Gregory                                   | [CL2016-1679] |
| Carli, Jennifer L.                                   | [CL2016-1656] |
| Carter, Phyllis T.                                   | [CL2016-1676] |
| Chan, Brenda L.                                      | [CL2016-1619] |
| Coffelt, Diane R.                                    | [CL2016-1633] |
| Cowan, Shinnette S.                                  | [CL2016-1620] |
| Current, Joanne M.                                   | [CL2016-1637] |
| Davis, Earl                                          | [CL2016-1646] |
| Dean, Reginald J.                                    | [CL2016-1659] |
| Esmene, Mayren                                       | [CL2016-1677] |
| Espinosa, Angel G.                                   | [CL2016-1647] |
| Everett, Easter L.                                   | [CL2016-1618] |
| Figuerola-Torres, Oscar E.                           | [CL2016-1674] |
| First Chicago Insurance and Smart Transportation LLC | [CL2016-1621] |
| Garcia, Ruben                                        | [CL2016-1630] |
| Gonzalez, Alexandra                                  | [CL2016-1617] |
| Hardiman, Malcolm                                    | [CL2016-1638] |
| Harper, David L.                                     | [CL2016-1613] |
| Harris, Pascal                                       | [CL2016-1654] |
| Hartford, The and Hudson, Nancy A.                   | [CL2016-1649] |
| Hendershot, Rebecca S.                               | [CL2016-1651] |
| Higgins, Joseph T.                                   | [CL2016-1653] |
| Houlihan, Daniel T.                                  | [CL2016-1663] |



|                                            |               |
|--------------------------------------------|---------------|
| Hughes, Julia C.                           | [CL2016-1671] |
| Hughes, Kathleen E.                        | [CL2016-1669] |
| Jackson, Joe C.                            | [CL2016-1623] |
| Joanes, Jennifer                           | [CL2016-1634] |
| Jones, Nicholas                            | [CL2016-1657] |
| Khawaja, Awais M.                          | [CL2016-1610] |
| Kirby, Ryne C.                             | [CL2016-1636] |
| Koressel, Lindsey                          | [CL2016-1660] |
| Kumar, Neha                                | [CL2016-1626] |
| Kusiak, Agnieszka S.                       | [CL2016-1668] |
| Lewis, Ronald E.                           | [CL2016-1628] |
| Liberty Mutual Insurance and Boske, Denise | [CL2016-1643] |
| Liskowski, Walter E.                       | [CL2016-1655] |
| Luke, Maureen                              | [CL2016-1606] |
| Mack, Roberta G.                           | [CL2016-1642] |
| Mandujano, Mayra                           | [CL2016-1661] |
| Martinez-Lopez, Kelsey E.                  | [CL2016-1616] |
| Mazur, Kazimierz                           | [CL2016-1645] |
| McGinty, Michael J.                        | [CL2016-1667] |
| McLeod, Melissa M.                         | [CL2016-1664] |
| McNulty, David K.                          | [CL2016-1615] |
| Metlife Insurance and Ealy, Byron          | [CL2016-1631] |
| Montgomery, Angela R.                      | [CL2016-1683] |

|                                         |               |
|-----------------------------------------|---------------|
| Naderyan, Vahid                         | [CL2016-1652] |
| Nouhakis, Emmanuel                      | [CL2016-1632] |
| Parnell, Donnie R.                      | [CL2016-1672] |
| Parry, Bruce E.                         | [CL2016-1627] |
| Patterson, Shana P.                     | [CL2016-1639] |
| Payton, Rowna S.                        | [CL2016-1644] |
| Pina, Alberto                           | [CL2016-1641] |
| Priefer, Michelle A.                    | [CL2016-1614] |
| Rivera, Ernesto                         | [CL2016-1675] |
| Rucker, Celeste M.                      | [CL2016-1611] |
| Saucedo, Eduardo                        | [CL2016-1665] |
| Siddiqui, Sajjad A.                     | [CL2016-1607] |
| Spencer, Kathy M.                       | [CL2016-1612] |
| State Farm Insurance and Villa, Agustin | [CL2016-1625] |
| Talley, Jacqueline                      | [CL2016-1648] |
| Taylor, Stephanie A.                    | [CL2016-1609] |
| Turnipseed-Hodges, Angelina M.          | [CL2016-1666] |
| Vitale, Tracie M.                       | [CL2016-1629] |
| Waz, Dariusz R.                         | [CL2016-1605] |
| Weisbard, Phyllis                       | [CL2016-1635] |
| Wright, Janice M.                       | [CL2016-1640] |
| Yusupova, Marina                        | [CL2016-1662] |
| Zagal, Rolando                          | [CL2016-1678] |

*Referred -- TAX LEVY REQUIREMENTS FOR YEAR 2017 AND AMENDED TAX LEVY REQUIREMENTS FOR YEAR 2016 FOR POLICEMEN'S ANNUITY AND BENEFIT FUND OF CHICAGO.*

[R2016-785]

A communication from Regina Tuczak, Executive Director, Retirement Board of the Policemen's Annuity and Benefit Fund of Chicago, under the date of September 30, 2016, transmitting a resolution adopted by the Retirement Board of the Policemen's Annuity and Benefit Fund of Chicago concerning the tax levy requirement for the Fund for the year 2017 and a resolution approved by the Board concerning an amended 2015 tax levy requirement for the year 2016, which was *Referred to the Committee on Finance.*

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## **REPORTS OF COMMITTEES.**

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### **COMMITTEE ON FINANCE.**

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APPOINTMENT OF ANDREW S. PETERS AS MEMBER OF ANDERSONVILLE COMMISSION (SPECIAL SERVICE AREA NO. 22).

[A2016-97]

The Committee on Finance submitted the following report:

CHICAGO, November 1, 2016.

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

Your Committee on Finance, having had under consideration a communication recommending the appointment of Andrew S. Peters as a member of the Andersonville Commission (Special Service Area Number 22), having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Approve* the proposed appointment transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,  
*Chairman.*

On motion of Alderman Burke, the committee's recommendation was *Concurred In* and the said proposed appointment of Andrew S. Peters as a member of the Andersonville Commission (Special Service Area Number 22) was *Approved* by yeas and nays as follows:

Yeas -- Aldermen Moreno, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Beale, Sadlowski Garza, Thompson, Cárdenas, Quinn, Burke, Lopez, Foulkes, D. Moore, Curtis, O'Shea, Cochran, Muñoz, Zalewski, Solis, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Waguespack, Mell, Ramirez-Rosa, Villegas, Sposato, Laurino, O'Connor, Napolitano, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Silverstein -- 44.

Nays -- None.

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

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

[A2016-98]

The Committee on Finance submitted the following report:

CHICAGO, November 1, 2016.

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

Your Committee on Finance, having had under consideration a communication recommending the appointment of Sara M. Dulkan as a member of the West Town Commission (Special Service Area Number 29-2014), having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Approve* the proposed appointment transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,  
*Chairman.*

On motion of Alderman Burke, the committee's recommendation was *Concurred In* and the said proposed appointment of Sara M. Dulkan as a member of the West Town Commission (Special Service Area Number 29-2014) was *Approved* by yeas and nays as follows:

Yeas -- Aldermen Moreno, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Beale, Sadlowski Garza, Thompson, Cárdenas, Quinn, Burke, Lopez, Foulkes, D. Moore, Curtis, O'Shea, Cochran, Muñoz, Zalewski, Solis, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Waguespack, Mell, Ramirez-Rosa, Villegas, Sposato, Laurino, O'Connor, Napolitano, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Silverstein -- 44.

Nays -- None.

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

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REAPPOINTMENT OF BHAVESH PATEL AND PANAGIOTIS K. VALAVANIS AS MEMBERS OF DEVON AVENUE COMMISSION (SPECIAL SERVICE AREA NO. 43).

[A2016-99]

The Committee on Finance submitted the following report:

CHICAGO, November 1, 2016.

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

Your Committee on Finance, having had under consideration a communication recommending the reappointments of Bhavesh Patel and Panagiotis K. Valavanis as members of the Devon Avenue Commission (Special Service Area Number 43), having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Approve* the proposed reappointments 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) EDWARD M. BURKE,  
*Chairman.*

On motion of Alderman Burke, the committee's recommendation was *Concurred In* and the said proposed reappointments of Bhavesh Patel and Panagiotis K. Valavanis as members of the Devon Avenue Commission (Special Service Area Number 43) was *Approved* by yeas and nays as follows:

*Yeas* -- Aldermen Moreno, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Beale, Sadlowski Garza, Thompson, Cárdenas, Quinn, Burke, Lopez, Foulkes, D. Moore, Curtis, O'Shea, Cochran, Muñoz, Zalewski, Solis, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Waguespack, Mell, Ramirez-Rosa, Villegas, Sposato, Laurino, O'Connor, Napolitano, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Silverstein -- 44.

*Nays* -- None.

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

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DONATION OF OBSOLETE AMBULANCE TO MUNICIPALITY OF CAPULHAUC,  
STATE OF MEXICO, MEXICO.

[O2016-7600]

The Committee on Finance submitted the following report:

CHICAGO, November 1, 2016.

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

Your Committee on Finance, having had under consideration an ordinance authorizing the donation of one obsolete ambulance to the Municipality of Capulhauc, State of Mexico, Mexico, 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) EDWARD M. BURKE,  
*Chairman.*

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

*Yeas* -- Aldermen Moreno, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Beale, Sadlowski Garza, Thompson, Cárdenas, Quinn, Burke, Lopez, Foulkes, D. Moore, Curtis, O'Shea, Cochran, Muñoz, Zalewski, Solis, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Waguespack, Mell, Ramirez-Rosa, Villegas, Sposato, Laurino, O'Connor, Napolitano, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Silverstein -- 44.

*Nays* -- None.

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

The following is said ordinance as passed:

WHEREAS, From time to time, emergency vehicles and equipment used by the City of Chicago became outdated and obsolete and are replaced; and

WHEREAS, Such material may nonetheless have useful service life left in it and could be of great use to another entity; and

WHEREAS, The City of Chicago, Department of Fleet and Facility Management, from time to time, has in its possession ambulances that, while no longer of use to the City, could be of substantial use elsewhere; and

WHEREAS, The Municipality of Capulhauc, State of Mexico, Mexico is in need of humanitarian aid; now, therefore,

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

SECTION 1. The Commissioner of Fleet and Facility Management is hereby authorized to donate one (1) obsolete ambulance no longer useful to the City of Chicago; as such ambulance may become available, to the Municipality of Capulhauc, State of Mexico, Mexico, free and clear of any liens or encumbrances. The City shall convey said ambulance in "as is" condition without any warranties either expressed or implied and expressly excludes any warranty of merchantability and fitness for a particular purpose.

SECTION 2. The Commissioner of Fleet and Facility Management is hereby authorized to enter into and execute such other documents, as may be necessary and proper to implement this donation.

SECTION 3. This ordinance shall be in full force and effect from and after its passage and publication.

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CALL ON CHAIRMAN OF COMMITTEE ON FINANCE TO GATHER INFORMATION FOR POSSIBLE APPEAL OF ILLINOIS APPELLATE COURT DECISION REGARDING ROCK ISLAND CLEAN LINE LLC PROJECT.

[R2016-742]

The Committee on Finance submitted the following report:

CHICAGO, November 1, 2016.

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

Your Committee on Finance, having had under consideration a resolution concerning the Rock Island project, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Adopt* the proposed resolution transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,  
*Chairman.*

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

*Yeas* -- Aldermen Moreno, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Beale, Sadlowski Garza, Thompson, Cárdenas, Quinn, Lopez, Foulkes, D. Moore, Curtis, O'Shea, Cochran, Muñoz, Zalewski, Solis, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Waguespack, Mell, Ramirez-Rosa, Villegas, Sposato, Laurino, O'Connor, Napolitano, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Silverstein -- 43.

*Nays* -- None.

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

Alderman Burke abstained from voting pursuant to Rule 14 of the City Council's Rules of Order and Procedure.



The following is said resolution as adopted:

WHEREAS, The City of Chicago has over one million electric customers: residential, commercial and industrial; and

WHEREAS, The City of Chicago has frequently re-affirmed its support for a transition away from fossil fuel resources and towards a sustainable future of zero carbon resources; and

WHEREAS, Rock Island Clean Line LLC ("Rock Island") is developing a \$2 Billion, 500 mile high voltage direct current electric transmission line to deliver wind energy from northwest Iowa to Illinois, benefiting consumers by reducing wholesale electric costs in Illinois by \$320 Million in the first year of operation alone, and making available enough renewable energy for 1.4 million homes in Chicago and the surrounding region; and

WHEREAS, The Rock Island project would create approximately 1,400 quality union construction jobs per year for three years, and support major business opportunities for the many businesses located in the City of Chicago; and

WHEREAS, The Illinois Commerce Commission, in November of 2014, determined that the Rock Island project was beneficial to the public and issued a Certificate of Public Convenience and Necessity for the project to proceed; and

WHEREAS, The Appellate Court of Illinois, Third District, recently overturned the approval of the Illinois Commerce Commission, a decision which, if sustained, would kill the Rock Island project and deny the citizens of the City of Chicago access to the affordable renewable energy and other economic opportunities of the project, while also serving as a dangerous anti-competitive precedent for alternative energy development in Illinois; now, therefore,

*Be It Resolved*, That we, the members of the Chicago City Council, support Rock Island's development; and

*Be It Further Resolved*, That the Chairman of the Committee on Finance be called upon to gather information from various Rock Island executives, including its Chief Executive Officer, President, and General Counsel, in order to evaluate the potential negative impact of the decision on consumers in the City of Chicago and to determine whether the City's Law Department should evaluate the Appellate Court's decision and report back to the City Council with options for supporting an appeal of the decision to the Illinois Supreme Court.

REALLOCATION OF PORTION OF UNUSED 2016 OR 2017 CITY BOND VOLUME  
CAP FOR CHICAGO HOUSING AUTHORITY TO ASSIST IN FINANCING  
AFFORDABLE HOUSING DEVELOPMENT AT 3916 W. WASHINGTON BLVD.

[O2016-7520]

The Committee on Finance submitted the following report:

CHICAGO, November 1, 2016.

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

Your Committee on Finance, having had under consideration an ordinance authorizing a ceding of tax exempt bond cap from the City of Chicago to the Chicago Housing Authority, 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.

Alderman Burke abstained from voting pursuant to Rule 14.

Respectfully submitted,

(Signed) EDWARD M. BURKE,  
*Chairman.*

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

*Yeas* -- Aldermen Moreno, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Beale, Sadlowski Garza, Thompson, Cárdenas, Quinn, Lopez, Foulkes, D. Moore, Curtis, O'Shea, Cochran, Muñoz, Zalewski, Solis, Maldonado, Burnett, Ervin, Taliaferro, Reboyas, Waguespack, Mell, Ramirez-Rosa, Villegas, Sposato, Laurino, O'Connor, Napolitano, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Silverstein -- 43.

*Nays* -- None.

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

Alderman Burke abstained from voting pursuant to Rule 14 of the City Council's Rules of Order and Procedure, disclosing that he had represented parties to this ordinance in previous and unrelated matters.

The following is said ordinance as passed:

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

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

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

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

WHEREAS, The City has available unused volume cap from calendar year 2016 ("2016 Cap") and may have available certain unused volume cap from calendar year 2017 ("2017 Cap"); and

WHEREAS, Pursuant to an ordinance adopted by the City Council of the City of Chicago (the "City Council") on October 14, 2015, and for the benefit of the Chicago Housing Authority (the "CHA"), an Illinois municipal corporation, the City authorized the reallocation of up to \$35,000,000 unused tax exempt multi-family housing revenue volume cap ("2015 Cap") to the CHA to issue bonds (the "Bonds") to finance a portion of the costs of acquisition, rehabilitation, and equipping of an affordable housing development located at 3916 West Washington Boulevard in the City (the "Property"), which will consist of approximately 181 residential rental dwelling units for low-income senior families (the "Project") owned by Fannie Emmanuel Senior Housing Limited Partnership, an Illinois limited partnership (the "Owner"), the general partner of which is Fannie Emanuel Housing Development LLC, an Illinois limited liability company; and

WHEREAS, On December 21, 2015, the City reallocated the 2015 Cap to the CHA and the CHA issued the Bonds; and

WHEREAS, Due to unforeseen increases in construction costs, the CHA now desires to issue up to an additional \$8,000,000 of tax exempt multi-family housing revenue bonds (the "Additional Bonds") to finance the Project, and has been advised by its bond counsel that all or a portion of the Additional Bonds requires the allocation of volume cap; and

WHEREAS, The CHA has requested that the City reallocate a portion of its unused 2016 Cap, if available, or a portion of its unused 2017 Cap in 2017, if available, to the CHA for the Additional Bonds, pursuant to an intergovernmental agreement between the City and the CHA for that purpose; and

WHEREAS, It is anticipated that (i) the Owner will be eligible to claim low-income housing tax credits (the "Tax Credits") pursuant to Section 42 of the Internal Revenue Code of 1986, in connection with the Project, and (ii) the Tax Credits for the Project will be administered by the City's Department of Planning and Development; and

WHEREAS, This ordinance now sets forth the request for City Council's authorization of the reallocation to the CHA of a portion of the City's unused 2016 Cap in 2016, if available, or a portion of its unused 2017 Cap in 2017, if available; 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 authorizes the Chief Financial Officer of the City appointed by the Mayor or, if there is no such officer then holding said office, the City Comptroller (such officer being referred to herein as the "Chief Financial Officer"), to reallocate, effective on the date of issuance of the Additional Bonds, up to \$8,000,000 of the City's unused 2016 Cap (the "2016 Reallocation") for application by the CHA to the Additional Bonds; provided that if the Additional Bonds are not issued as of or prior to 11:00 P.M. on December 31, 2016, the 2016 Reallocation shall not be made. The exact amount of the 2016 Reallocation shall be determined by the Chief Financial Officer based on the best interests of the City and on the amount of 2016 Cap available at the time of the 2016 Reallocation. If the 2016 Reallocation is not made, then the Chief Financial Officer is authorized to reallocate in connection with the issuance of the Additional Bonds up to \$8,000,000 of the City's unused 2017 Cap (the "2017 Reallocation") for application by the CHA to the Additional Bonds; provided that if the Additional Bonds are not issued as of or prior to 11:00 P.M. on December 31, 2017, the 2017 Reallocation shall not be made. The exact amount of the 2017 Reallocation shall be determined by the Chief Financial Officer based on the best interests of the City and on the amount of 2017 Cap available at the time of the 2017 Reallocation. The Chief Financial Officer is further authorized to determine, based on the best interests of the City, the amount, if any, of any compensation to be paid by the CHA to the City in consideration for the 2016 Reallocation or 2017 Reallocation. Any such compensation paid to the City shall be used for any affordable housing-related activities of the City. After the 2016 Reallocation or 2017 Reallocation have been made, the Chief Financial Officer shall file a certificate with the City Clerk stating the amount of 2016 Cap, if applicable, or 2017 Cap, if applicable, reallocated to the CHA pursuant to this ordinance.

SECTION 3. The Chief Financial Officer is hereby authorized, subject to the approval of the Corporation Counsel, to enter into such agreements and other documents, including agreements with the CHA, in connection with the 2016 Reallocation or the 2017 Reallocation as shall be deemed necessary or desirable by the Chief Financial Officer.

SECTION 4. To the extent that any ordinance, resolution, rule, order or provision of the Municipal Code of Chicago (the "Municipal Code"), or part thereof, is in conflict with the provisions of this ordinance, the provisions of this ordinance shall control. If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this ordinance. Section 2-45-110 of the Municipal Code shall not apply to the Project or the Property.

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

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ISSUANCE OF CITY OF CHICAGO MULTI-FAMILY HOUSING REVENUE NOTE, SERIES 2016 TO EAST PARK REDEVELOPMENT L.P. FOR REHABILITATION AND REDEVELOPMENT OF EAST PARK APARTMENTS AT 3300 W. MAYPOLE AVE. AND ASSOCIATED FUNDING LOAN, LAND USE RESTRICTION AND REDEVELOPMENT AGREEMENTS.

[O2016-7752]

The Committee on Finance submitted the following report:

CHICAGO, November 1, 2016.

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

Your Committee on Finance, having had under consideration an ordinance authorizing the Commissioner of the Department of Planning and Development to enter into and execute a Funding Loan Agreement, a Redevelopment Agreement and to issue a City of Chicago Multi-Family Housing Revenue Note (East Park Apartments Project), amount of note: \$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 vote.

Alderman Burke abstained from voting pursuant to Rule 14.

Respectfully submitted,

(Signed) EDWARD M. BURKE,  
*Chairman.*

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

Yeas -- Aldermen Moreno, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Beale, Sadlowski Garza, Thompson, Cárdenas, Quinn, Lopez, Foulkes, D. Moore, Curtis, O'Shea, Cochran, Muñoz, Zalewski, Solis, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Waguespack, Mell, Ramirez-Rosa, Villegas, Sposato, Laurino, O'Connor, Napolitano, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Silverstein -- 43.

Nays -- None.

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

Alderman Burke abstained from voting pursuant to Rule 14 of the City Council's Rules of Order and Procedure, disclosing that he had represented parties to this ordinance in previous and unrelated matters.

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 City of Chicago (the "City") is a home rule unit of local government and, as such, may exercise any power and perform any function pertaining to its government and affairs; 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, renovation, rehabilitation, development, and equipping an affordable multi-family housing facility for low-income families located in the City ("Multi-Family Housing Financing"); and

WHEREAS, East Park Limited Partnership is in title to the property commonly known as East Park Apartments, located at 3300 West Maypole Avenue, Chicago, Illinois, which is legally defined in Exhibit F attached hereto (subject to final title commitment and survey, the "Property"); and

WHEREAS, The Property is an existing affordable residential single-room occupancy building with a total of 153 single-room occupancy units consisting of 152 residential low-income units, one one-bedroom residential manager-occupied unit and 21 parking spaces originally developed by East Park Limited Partnership, to provide low-income residents rental apartment units; and

WHEREAS, East Park Redevelopment Limited Partnership, an Illinois limited partnership (the "Borrower"), has proposed to purchase the Property from the East Park Limited Partnership to substantially rehabilitate and redevelop as per the below-defined Project; and

WHEREAS, By Resolution Number 16-CDC-17, adopted by the Community Development Commission ("CDC") upon the recommendation of the City's Department of Planning and Development ("DPD"), recommended that the City Council of the City of Chicago ("City Council") designate The Habitat Company LLC, and/or its related entity, as the developer (the "Developer") for the rehabilitation of the Property; and

WHEREAS, By this ordinance (the "Ordinance"), the City Council has determined that it is necessary and in the best interests of the City to provide Multi-Family Housing Financing and certain other funding, as provided herein, to the Borrower, the general partner of which is East Park Redevelopment LLC, an Illinois limited liability company (the "General Partner"), to enable it to pay or reimburse all or a portion of the costs of acquiring, rehabilitating, redeveloping, renovating, constructing, and equipping of low-income residential facilities consisting of a residential building and related common facilities and containing a total of 153 dwelling units which include one one-bedroom residential manager-occupied unit, and 152 units all of which are available to households with incomes up to 60 percent of area median income, and dedicated for use as low-income housing pursuant to the United States Housing Act of 1937 (42 USC Section 1437, et seq.), as amended from time to time, any successor legislation and all implementing regulations issued thereunder or in furtherance thereof, as further described on Exhibit A hereto (the "Project"), located at the Property, and to pay a portion of the costs of issuance and other costs incurred in connection therewith; and

WHEREAS, By this Ordinance, the City Council has determined that it is necessary and in the best interests of the City to enter into a funding loan agreement (the "Funding Loan Agreement") with The PrivateBank and Trust Company, an Illinois state chartered bank ("The PrivateBank"), pursuant to which the City will borrow an aggregate principal amount not to exceed Ten Million Dollars (\$10,000,000) (the "Funding Loan") for the purposes set forth above and, in evidence of its limited, special obligation to repay that borrowing, issue a tax-exempt revenue note, which is expected to be designated as Multi-Family Housing Revenue Note (East Park Apartments), Series 2016 (the "Note") under the terms and conditions of this Ordinance and the Funding Loan Agreement, and the City will thereafter loan the proceeds of the Funding Loan to the Borrower (the "Borrower Loan") pursuant to a borrower loan agreement (the "Borrower Loan Agreement") between the City and the Borrower, as evidenced by a certain Borrower promissory note (the "Borrower Note"), in order to finance all or a portion of the cost of the Project in return for loan payments sufficient to pay, when due, the principal of, prepayment premium, if any, and interest on the Note; and

WHEREAS, The principal of, prepayment premium, if any, and interest payable on the Note will be secured by, among other things, a mortgage on the Property and certain other related collateral, by certain capital contributions to be made to the Borrower by its investor limited partner(s) in connection with the allocation to the Borrower of federal low-income housing tax credits and by pledges and/or assignments of certain funds, personal property, and contractual rights of the Borrower and its affiliates including, but not limited to, City Funds as defined below, loaned to the Borrower by Generations Housing Initiatives, an Illinois not-for-profit corporation ("Generations Housing"), a portion of which

funds may be deposited and held under an escrow agreement pending the use of such funds for the prepayment of the Note, as described in Exhibit A attached hereto; and

WHEREAS, The Borrower, or an entity affiliated with the Borrower, has applied for grant funds through the Federal Home Loan Bank in connection with the Project in an amount of approximately \$850,000 (the "FHLB Grant"), which such grant may be secured by a mortgage junior to the lien of the Mortgage (as defined in Exhibit A herein), and which such grant may be additionally secured by a recapture agreement and/or such other security as may be acceptable to the Authorized Officer, but the making of such grant is not a condition to the making of the Borrower Loan; and

WHEREAS, The Funding Loan and the Note 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 of Illinois 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 party to the Funding Loan Agreement or holder of the Note shall have the right to compel the taxing power of the City, the State of Illinois or any political subdivision thereof to pay any principal installment of, prepayment premium, if any, or interest on the Note or obligations under the Funding Loan Agreement; and

WHEREAS, In connection with the execution and delivery of the Funding Loan Agreement and the issuance of the Note, the City Council has determined by this Ordinance that it is necessary and in the best interests of the City to enter into (i) the Funding Loan Agreement, providing for the security for and terms and conditions of the Funding Loan, and the Note to be issued thereunder, (ii) the Borrower Loan Agreement, providing for the loan of the proceeds of the Funding Loan to the Borrower and the use of such proceeds, (iii) a Tax Regulatory Agreement and/or tax certificate (collectively, the "Tax Agreements") between the City and the Borrower, and (iv) a Land Use Restriction Agreement between the City and the Borrower (the "Land Use Restriction Agreement"); and

WHEREAS, Pursuant to an ordinance (the "Approval Ordinance") adopted by the City Council of the City (the "City Council") on May 17, 2000, and published at pages 30776 -- 30925 in the *Journal of the Proceedings of the City Council of the City of Chicago* (the "*Journal*") of such date, a certain redevelopment plan and project (the "Plan") for the Midwest 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 (the "Designation Ordinance") adopted by the City Council on May 17, 2000, and published at pages 30926 -- 30939 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 (the "Adoption Ordinance", and collectively with the Approval Ordinance and the Designation Ordinance, the "TIF Ordinances") adopted by the City Council on May 17, 2000, and published at pages 30940 -- 30953 of the *Journal* of such date, 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 an ordinance (the "First TIF Amendment") adopted by the City Council on May 9, 2012, and published at pages 25884 -- 26069 of the *Journal* of such date, the Plan was amended; and

WHEREAS, Pursuant to an ordinance (the "Second TIF Amendment") adopted by the City Council on December 9, 2015, and published at pages 14770 -- 15150 of the *Journal* of such date, the TIF Ordinances were amended (the "Second TIF Amendment" and with the First TIF Amendment, the "TIF Amendments" to be included with the TIF Ordinances); and

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

WHEREAS, The Borrower, the Developer, the General Partner, and Generations Housing (collectively, the "Developer Parties" under the Redevelopment Agreement, as defined herein) will be obligated to undertake the Project in accordance with the terms and conditions of a proposed redevelopment agreement ("Redevelopment Agreement") to be executed by the Developer Parties and the City, with such Project to be financed in part by certain pledged incremental taxes deposited from time to time in the Midwest Tax Increment Financing Fund for the Area (the "TIF Fund") pursuant to Section 5/11-74.4-8(b) of the Act ("Incremental Taxes"); now, therefore,

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

SECTION 1. Incorporation Of Recitals. The recitals contained in the preambles to this Ordinance are hereby incorporated into this Ordinance by this reference. All capitalized terms used in this Ordinance, unless otherwise defined herein, shall have the meanings ascribed thereto in the Funding Loan Agreement.

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 Authorized Officer (as defined in Section 3) to establish the terms of the Funding Loan Agreement and related Note, the Borrower Loan Agreement and the related Borrower Note on such terms as and to the extent such officer determines that such terms are desirable and in the best financial interest of the City. Any such designation and determination by an Authorized Officer shall be signed in writing by such 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 an Authorized Officer and filed with the City Clerk.

SECTION 3. Authorization Of The Funding Loan Agreement, The Note, The Borrower Loan Agreement And Related Agreements. Upon the approval and availability of the

additional financing as shown in Exhibit A (the "Additional Financing"), the execution and delivery of the Funding Loan Agreement and the issuance of the Note in an aggregate principal amount of not to exceed \$10,000,000 are hereby authorized. The aggregate principal amount of the Note to be issued shall be as set forth in the Funding Loan Notification referred to in Section 6 below.

The Funding Loan Agreement and the Note shall contain a provision that they are executed and delivered under authority of this Ordinance. The maximum term of the Funding Loan shall not exceed 5 years from the date of execution and delivery of the Note. The Note shall bear interest at a rate or rates equal to the rate of interest on the Borrower Loan as provided in the Borrower Loan Agreement (which shall not exceed the lesser of 10 percent or the maximum rate of interest allowable under state law) and shall be as determined by the Authorized Officer and shall be payable on the payment dates as set forth in the Funding Loan Agreement and the Funding Loan Notification. The Note shall be dated, shall be subject to prepayment, shall be payable in such places and in such manner and shall have such other details and provisions as prescribed by the Funding Loan Agreement, the form(s) of the Note therein and the Funding Loan Notification. The provisions for execution, signatures, payment and prepayment, with respect to the Funding Loan Agreement and the Note shall be as set forth in the Funding Loan Agreement and the form(s) of the Note therein.

Each of (i) the Mayor of the City (the "Mayor"), the (ii) Chief Financial Officer of the City (as defined below) or (iii) any other officer designated in writing by the Mayor (the Mayor, the Chief Financial Officer or any such other officer being referred to as an "Authorized Officer") is hereby authorized to execute by their manual or, in the case of the Note, manual or facsimile signature, and to deliver on behalf of the City, and the City Clerk and the Deputy City Clerk are hereby authorized to attest by their manual or, in the case of the Note, manual or facsimile signature, the Funding Loan Agreement and the Note, 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 officer's approval and the City Council's approval of any changes or revisions from the form of the Funding Loan Agreement and Note therein attached to this Ordinance and reflecting the terms as determined in the Funding Loan Notification.

As used herein, the term "Chief Financial Officer" shall mean the Chief Financial Officer of the City appointed by the Mayor, or, if there is no such officer then holding said office, the City Comptroller.

Each Authorized Officer is hereby authorized individually to act as an authorized City representative (each an "Authorized City Representative") of the City for the purposes provided in the Funding Loan Agreement.

An Authorized Officer is hereby authorized to execute and deliver on behalf of the City, and the City Clerk and the Deputy City Clerk are hereby authorized to attest, the Borrower Loan Agreement 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 Borrower Loan Agreement and the Borrower Note therein attached to this Ordinance and reflecting the terms as determined in the Funding Loan Notification.

An Authorized Officer is hereby authorized to execute and deliver the Land Use Restriction Agreement on behalf of the City, 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 and reflecting the terms as determined in the Funding Loan Notification.

An Authorized Officer is hereby authorized to execute and deliver and the City Clerk and the Deputy City Clerk are hereby authorized to attest the Tax Agreements on behalf of the City, in substantially the forms of such documents used in previous tax-exempt multi-family housing financings (with appropriate revisions to reflect the terms and provisions of the Funding Loan Agreement and the Note 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 Note. The execution of the Tax Agreements by an Authorized Officer shall be deemed conclusive evidence of the approval of the City Council to the terms provided in the Tax Agreements.

An Authorized Officer is hereby authorized to execute and deliver on behalf of the City such security or collateral documents securing payment of the Note as the Authorized Officer regards as appropriate, in substantially the form of the security documents used in previous issuances of tax-exempt bonds or notes pursuant to programs similar to the Funding Loan, with appropriate revisions to reflect the terms and provisions of the Note and with such other revisions as the Authorized Officer executing the same shall determine are appropriate and consistent with the other provisions of this Ordinance. The execution of security or collateral documents by the Authorized Officer shall be deemed conclusive evidence of the approval of the City Council to the terms provided in such documents.

**SECTION 4. Security For The Funding Loan Agreement And The Note.** The obligations of the City under the Funding Loan Agreement and the Note shall be limited obligations of the City, payable solely from and/or secured by a pledge of the following security (other than certain Unassigned Rights as defined in the Funding Loan Agreement of the City):

(a) all right, title and interest of the City in, to and under the Borrower Loan Agreement and the Borrower Note, including, without limitation, all rents, revenues and receipts derived by the City from the Borrower relating to the Project and including, without limitation, all Pledged Revenues (as defined in the Funding Loan Agreement),

Borrower Loan Payments and Additional Borrower Payments (as such terms are defined in the Borrower Loan Agreement) derived by the City under and pursuant to, and subject to the provisions of, the Borrower Loan Agreement; provided that the pledge and assignment made under the Funding Loan Agreement shall not impair or diminish the obligations of the City under the provisions of the Borrower Loan Agreement;

(b) all right, title and interest of the City in, to and under, together with all rights, remedies, privileges and options pertaining to, the Funding Loan Documents (as defined in the Funding Loan Agreement), and all other payments, revenues and receipts derived by the City under and pursuant to, and subject to the provisions of the Funding Loan Documents;

(c) any and all monies and investments from time to time on deposit in, or forming a part of, all funds and accounts created and held under the Funding Loan Agreement, subject to the provisions of the Funding Loan Agreement permitting the application thereof for the purposes and on the terms and conditions set forth therein;

(d) any and all other real or personal property of every kind and nature or description, which may from time to time hereafter, by delivery or by writing of any kind, be subjected to the lien of the Funding Loan Agreement as additional security by the City or anyone on its part or with its consent, or which pursuant to any of the provisions of the Borrower Loan Agreement may come into the possession or control of the Funding Lender (as defined below) or a receiver appointed pursuant to the Funding Loan Agreement;

(e) any funds of the Borrower including certain capital contributions made to the Borrower by its investor limited partner(s), and City Funds loaned to the Borrower from Generations Housing, or other funds deposited and held under an escrow agreement among the City, the Borrower, the Funding Lender and any other party related to the Project; and

(f) a mortgage on and security interest in the Property and related collateral.

In order to secure the payment of the principal of, prepayment premium, if any, and interest on the Note, such rights, proceeds and investment income are hereby pledged to the extent and for the purposes as provided in the Funding Loan Agreement and are hereby appropriated for the purposes set forth in the Funding Loan Agreement. Nothing contained in this Ordinance shall limit or restrict the subordination of the pledge of such rights, proceeds and investment income as set forth in the Funding Loan Agreement to the payment of any other obligations of the City enjoying a lien or claim on such rights, proceeds and investment income as of the date of execution and delivery of the Funding Loan Agreement and the Note, all as shall be determined by the Authorized Officer at the time of the execution and delivery of the Funding Loan Agreement and the Note. The Funding Loan Agreement 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 execution and delivery of the Funding Loan Agreement and the Note.

SECTION 5. Delivery Of The Funding Loan Agreement; Sale And Delivery Of Note. Subject to the terms and conditions of the Funding Loan Agreement and such additional terms as are set forth in the Funding Loan Notification with the approval of an Authorized Officer, the Note shall be sold and delivered to The PrivateBank, or such other funding lender as approved by an Authorized Officer (the "Funding Lender"), and shall hold the Funding Loan Agreement and the Note, subject to the terms and conditions of the required transferee representations (the "Required Transferee Representations") which shall be delivered to the City by the Funding Lender. Any subsequent Funding Lender approved by an Authorized Officer, to the extent required under the Funding Loan Agreement, may succeed the initial Funding Lender as the registered holder of all or a portion of the Funding Loan, but only if such subsequent Funding Lender executes and delivers to the City the Required Transferee Representations, substantially in the form of the Required Transferee Representations set forth in the Funding Loan Agreement. The aggregate costs of origination of the Funding Loan paid from the proceeds of the Funding Loan to the Funding Lender shall not exceed one and one-half percent (1.5%) of the aggregate principal amount of the Note.

SECTION 6. Funding Loan Notification. Subsequent to the execution and delivery of the Funding Loan Agreement and the sale of the Note, the Authorized Officer shall file in the Office of the City Clerk a Funding Loan Notification for such Funding Loan Agreement and the Note directed to the City Council setting forth (i) the aggregate original principal amount of, maturity schedule, redemption provisions for and nature of the Note sold, (ii) the extent of any tender rights to be granted to the holders of the Note, (iii) the identity of the Funding Lender, if different from The PrivateBank, (iv) the interest rates on the Note and/or a description of the method of determining the interest rates applicable to the Note from time to time, (v) the origination fee or other compensation paid to the Funding Lender in connection with the origination of the Funding Loan and issuance of the Note, and (vi) any other matter authorized by this Ordinance to be determined by an Authorized Officer at the time of the sale of any Note. There shall be attached to such notification the final form of the Funding Loan Agreement, a specimen of each of the Note and the Borrower Loan Agreement.

SECTION 7. Limited Obligations. The Note, when issued and outstanding, will be a limited obligation of the City, payable solely as provided in the Funding Loan Agreement. The Note and the interest thereon shall never constitute a debt or general obligation or a pledge of the faith, the credit or the taxing power of the City within the meaning of any Constitutional or statutory provision of the State of Illinois. The Note shall be payable solely from the funds pledged therefor pursuant to the terms of the Funding Loan Agreement herein described.

SECTION 8. Use Of Proceeds. The proceeds from the Funding Loan (as evidenced by the sale of the Note) shall be disbursed as provided in the Funding Loan Agreement and used for the Project.

SECTION 9. Volume Cap. The Funding Loan Agreement and the Note are obligations taken into account under Section 146 of the Code in the allocation of the City's volume cap.

SECTION 10. 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 11. Redevelopment Agreement. Upon the approval and availability of the Additional Financing, the Commissioner of the DPD or a designee thereof (the "Authorized DPD Officer") is hereby authorized, with the approval of the City's Corporation Counsel as to form and legality, to negotiate, execute and deliver the Redevelopment Agreement and such other supporting documents as may be necessary to carry out and comply with the provisions of such agreements, with such changes, deletions and insertions as shall be approved by the persons executing such agreements. The Redevelopment Agreement shall be in substantially the form attached hereto as Exhibit E and made a part hereof and hereby approved with such changes therein as shall be approved by the Authorized DPD Officer executing the same, with such execution to constitute conclusive evidence of such officer's approval of any changes or revisions from the form of Redevelopment Agreement attached to this Ordinance.

SECTION 12. Payment Of Incremental Taxes. The City Council hereby finds that the City is authorized to pay an aggregate amount not in excess of \$5,212,175 ("City Funds") from Incremental Taxes deposited in the general account of the TIF Fund to reimburse the Developer Parties for a portion of the eligible costs included within the Project in accordance with the Redevelopment Agreement. The proceeds of the City Funds are hereby appropriated for the purposes set forth in this Section 12.

SECTION 13. Maintenance And Use Of TIF Fund. Pursuant to the TIF Ordinances, the City has created the TIF Fund. The Chief Financial Officer of the City (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 Ordinances, 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 14. Proxies. Each Authorized Officer may designate another to act as their respective proxy and to affix their respective signatures to the Note, whether in temporary or definitive form, and to any other instrument, certificate or document required to be signed by such Authorized Officer pursuant to this Ordinance or the Funding Loan Agreement. 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 of the Proceedings of the City Council of the City of Chicago* 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 15. Additional Authorization. Each Authorized Officer, the City Treasurer, and, upon the approval and availability of the Additional Financing as shown in Exhibit A, the Authorized DPD Officer 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, including, without limitation, any documents necessary to evidence the receipt or assignment of any collateral for the Funding Loan Agreement and the Note, the Borrower Loan Agreement or the Borrower Note from the Borrower and perform such other acts as may be necessary or desirable in connection with the City Agreements (as defined in Section 20 hereof), including, but not limited to, the exercise following the delivery date of the City Agreements of any power or authority delegated to such official under this Ordinance with respect to the City Agreements upon original execution and delivery, but subject to any limitations on, or restrictions of such power or authority as herein set forth. Notwithstanding anything contained herein (including but not limited to Sections 3 and 11 hereof), if any portion of the Additional Financing is not approved and available at such time as the Authorized Officer and the Authorized DPD Officer otherwise deem it in the best interest of the City to execute the City Agreements, then the Authorized Officer and the Authorized DPD Officer may so execute the City Agreements (with such changes thereto as the Authorized Officer and the Authorized DPD Officer deem necessary and advisable) and any necessary ancillary documents and may impose such conditions upon the approval and availability of such Additional Financing as they deem necessary and advisable.

SECTION 16. Public Hearing. This City Council hereby directs that the Note shall not be issued unless and until the requirements of Section 147(f) 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 Note shall be executed or undertaken prior to satisfaction of the requirements of said Section 147(f) unless the performance of said contract, agreement or commitment is expressly conditioned upon the prior satisfaction of such requirements. All such actions taken prior to the enactment of this Ordinance are hereby ratified and confirmed.

SECTION 17. Severability. 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 18. Administrative Fee. DPD is hereby authorized to charge an administrative fee or fees in connection with the delivery and administration of the Funding Loan Agreement and the Note, which shall be collected under such terms and conditions as determined by the Authorized DPD Officer and which shall be in an amount as determined by the Authorized DPD Officer but not to exceed the maximum amount

permitted under Section 148 of the Code to avoid characterization of the Funding Loan Agreement and the Note as "arbitrage bonds" as defined in such Section 148. Such administrative fee or fees shall be used by DPD for administrative expenses and other housing activities. Initially, such administrative fee or fees shall be an amount equal to (i) 1.5 percent of the original principal amount of the Note payable upon issuance of the Note, plus (ii) an on-going compliance fee of \$25 per unit payable annually.

SECTION 19. Reserve For Legal Expenses. The City is authorized to assess a legal reserve fee with respect to the Project, payable upon issuance of the Note from the proceeds of the Note or from funds contributed by the Borrower, which shall be in an amount equal to 0.10 percent of the original principal amount of the Note. Such fee shall be used by the City to pay legal costs or other expenses in connection with the Project, the Note, or other City issuances.

SECTION 20. No Recourse. No recourse shall be had for the payment of the principal of, prepayment premium, if any, or interest on the Note or for any claim based thereon or upon any obligation, covenant or agreement contained in this Ordinance, the Funding Loan Agreement, the Note, the Borrower Loan Agreement, the Land Use Restriction Agreement, the Tax Agreements, or the Redevelopment Agreement (collectively, the "City Agreements") against any past, present or future officer, member or employee of the City, or any officer, employee, director or trustee of any successor, as such, either directly or through the City, or any such successor, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such member, officer, employee, director or trustee as such is hereby expressly waived and released as a condition of and consideration for the execution of the City Agreements and the issuance of the Note.

SECTION 21. No Impairment. To the extent that any ordinance, resolution, rule, order or provision of the Municipal Code, or part thereof, is in conflict with the provisions of this Ordinance, the provisions of this Ordinance shall be controlling. No provision of the Municipal Code or violation of any provision of the Municipal Code shall be deemed to render voidable at the option of the City any document, instrument or agreement authorized hereunder or to impair the validity of this Ordinance or the instruments authorized by this Ordinance or to impair the rights of the holders of the Funding Loan and the Note to receive payment of the principal of, prepayment premium, if any, or interest on the Note or to impair the security for the Funding Loan Agreement and the Note; provided further that the foregoing shall not be deemed to affect the availability of any other remedy or penalty for any violation of any provision of the Municipal Code. Section 2-45-110 of the Municipal Code shall not apply to the Project.

SECTION 22. Effective Date. This Ordinance shall be in full force and effect immediately upon its passage and approval.

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



*Exhibit "A".*  
(To Ordinance)

The Borrower: East Park Redevelopment Limited Partnership, an Illinois limited liability partnership, the sole general partner of which is East Park Redevelopment LLC, an Illinois limited liability company, the manager of which is Habitat East Park Redevelopment LLC, the manager and sole member of which is The Habitat Company LLC, an Illinois limited liability company, and others to be hereafter selected as the limited partners.

*The Project.*

Acquisition of fee interest in the property known as East Park Apartments located at 3300 West Maypole Avenue, Chicago, Illinois (the "Property") an existing five-story single-room occupancy ("SRO") building that provides permanent supportive housing to homeless persons and very low-income persons at risk of homelessness. The Property consists of a total of 153 single residential units consisting of 152 units, one one-bedroom residential manager-occupied unit and 21 parking spaces. The Project also consists of the substantial rehabilitation construction, renovation and equipping of the Property.

*Financing.*

1. The Note As Described In This Ordinance. The Note will be secured by a senior mortgage on the Property from the Borrower in favor of the City, which will be assigned to The PrivateBank (the "Mortgage"), pursuant to the terms of the Funding Loan Agreement. The Note will also be secured by certain other related collateral including certain capital contributions to be made by the Borrower's limited partner(s) and City Funds loaned to the Borrower from Generations Housing, a portion of which City Funds possibly together with other funds of the Borrower may be deposited and held under an escrow agreement among the Funding Lender, the Borrower and any party related to the Project, pending the use of such funds to prepay all or a portion of the Project and the Note.

2. TIF Funding.

Amount: Not to exceed \$5,212,175.

Source: Generations Housing, derived from proceeds of the City Funds, as defined in this Ordinance.

Term: Not to exceed 42 years.

Interest: Zero percent per annum or such other interest rate acceptable to the Authorized Officer.

Security: A mortgage lien on the Property junior to the lien of the City's Mortgage.

*Additional Financing.*

3. LIHTC Equity.

Amount: Approximately \$5,847,172, or such other amount acceptable to the Authorized 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 Project and the debt service on the Note.

Source: To be derived from the syndication from low-income housing tax credits generated by issuance of the Note.

4. Illinois Housing Development Authority Loan To The Borrower.

Amount: Approximately \$4,285,676, or such other amount acceptable to the Authorized Officer all of which will be used to pay for acquiring the Property. The IHDA loan will be secured by a mortgage lien on the Property junior to the City's Mortgage.

Source: Illinois Housing Development Authority.

5. General Partner Contribution.

Amount: \$100.00.

Source: General Partner.

*Exhibit "B".  
(To Ordinance)*

*Funding Loan Agreement With The  
PrivateBank And Trust Company.*

This Funding Loan Agreement, dated as of \_\_\_\_\_, 20\_\_ (this "Funding Loan Agreement"), is entered into by The PrivateBank and Trust Company (together with any successor hereunder, the "Funding Lender") and the City of Chicago, a municipality and home rule unit of local government duly organized and validly existing under the constitution and laws of the State of Illinois (together with its successors and assigns, the "Governmental Lender").

**RECITALS**

**WHEREAS**, the Governmental Lender has been duly created and organized pursuant to and in accordance with the provisions of Article VII, Section 6(a) of the 1970 Constitution of the State Illinois, is a home rule unit of local government and as such may provide a means of financing the costs of residential ownership and development that will provide decent, safe and sanitary housing for persons of low and moderate income at prices or rentals they can afford; and

**WHEREAS**, the Governmental Lender is authorized: (a) to make loans to any person to provide financing for rental residential developments located within the jurisdiction of the Governmental Lender and intended to be occupied in part by persons of low and moderate income, as determined by the Governmental Lender; (b) to incur indebtedness for the purpose of obtaining moneys to make such loans and provide such financing, to establish any required reserve funds and to pay administrative costs and other costs incurred in connection with the incurrence of such indebtedness of the Governmental Lender; and (c) to pledge all or any part of the revenues, receipts or resources of the Governmental Lender, including the revenues and receipts to be received by the Governmental Lender from or in connection with such loans, and to mortgage, pledge or grant security interests in such loans or other property of the Governmental Lender in order to secure the payment of the principal of, prepayment premium, if any, on and interest on such indebtedness of the Governmental Lender; and

**WHEREAS**, East Park Redevelopment Limited Partnership, an Illinois limited partnership (the "Borrower"), has requested the Governmental Lender to enter into this Funding Loan Agreement under which (i) the Funding Lender will advance funds (the "Funding Loan") to or for the account of the Governmental Lender, and (ii) the Governmental Lender will apply the proceeds of the Funding Loan to make a loan (the "Borrower Loan") to the Borrower to finance the acquisition, construction, substantial rehabilitation, renovation, development, and equipping of a multifamily residential project located in the City of Chicago, Cook County, Illinois, known or to be known as East Park Apartments and consisting of a total of 153 rental units, 152 of which are all income-restricted, one of which is a manager-occupied residential unit, and related common areas along with parking facilities (collectively, the "Project"); and

**WHEREAS**, simultaneously with the delivery of this Funding Loan Agreement, the Governmental Lender and the Borrower will enter into a Borrower Loan Agreement of even date herewith (as it may be supplemented or amended, the "Borrower Loan Agreement"), whereby the Borrower agrees to make loan payments to the Governmental Lender in an amount which, when added to other funds available under this Funding Loan Agreement, will be sufficient to enable

the Governmental Lender to repay the Funding Loan and to pay all costs and expenses related thereto when due; and

**WHEREAS**, to evidence its payment obligations under the Borrower Loan Agreement, the Borrower will execute and deliver to the Governmental Lender its Borrower Note as defined in the Borrower Loan Agreement (the "Borrower Note") and the obligations of the Borrower under the Borrower Note will be secured by a lien on and security interest in the Project pursuant to a Construction, Mortgage, Security Agreement, Assignment of Leases and Rents, and Fixture Filing of even date herewith (the "Security Instrument"), made by the Borrower in favor of the Governmental Lender, as assigned to the Funding Lender to secure the performance by the Governmental Lender of its obligations under the Funding Loan; and

**WHEREAS**, the Governmental Lender has executed and delivered to the Funding Lender its \$\_\_\_\_\_ City of Chicago Multifamily Mortgage Revenue Note, (East Park Apartments), Series 20\_\_ (the "Governmental Lender Note"), dated as of the Closing Date (defined below) evidencing its obligation to make the payments due to the Funding Lender under the Funding Loan as provided in this Funding Loan Agreement. All things necessary to make the Funding Loan Agreement the valid, binding and legal limited obligation of the Governmental Lender have been done and performed and the execution and delivery of this Funding Loan Agreement and the execution and delivery of the Governmental Lender Note, subject to the terms hereof, have in all respects been duly authorized;

**NOW, THEREFORE**, in consideration of the premises and the mutual representations, covenants and agreements herein contained, the parties hereto do hereby agree as follows:

#### **Article I** **Definitions; Principles of Construction**

**Section 1.1 Definitions.** For all purposes of this Funding Loan Agreement except as otherwise expressly provided or unless the context otherwise clearly requires:

Unless specifically defined herein, all capitalized terms shall have the meanings ascribed thereto in the Borrower Loan Agreement.

The terms "herein," "hereof" and "hereunder" and other words of similar import refer to this Funding Loan Agreement as a whole and not to any particular Article, Section or other subdivision. The terms "agree" and "agreements" contained herein are intended to include and mean "covenant" and "covenants."

All references made (i) in the neuter, masculine or feminine gender shall be deemed to have been made in all such genders, and (ii) in the singular or plural number shall be deemed to have been made, respectively, in the plural or singular number as well. Singular terms shall include the plural as well as the singular, and vice versa.

All accounting terms not otherwise defined herein shall have the meanings assigned to them, and all computations herein provided for shall be made, in accordance with the Approved

Accounting Method. All references herein to "Approved Accounting Method" refer to such principles as they exist at the date of application thereof.

All references in this instrument to designated "Articles," "Sections" and other subdivisions are to the designated Articles, Sections and subdivisions of this instrument as originally executed.

All references in this instrument to a separate instrument are to such separate instrument as the same may be amended or supplemented from time-to-time, pursuant to the applicable provisions thereof.

References to the Governmental Lender Note as "tax-exempt" or to the "tax-exempt status" of the Governmental Lender Note are to the exclusion of interest payable on the Governmental Lender Note (other than any portion of the Governmental Lender Note held by a "substantial user" of the Project or a "related person" (within the meaning of Section 147 of the Code) thereto) from gross income for federal income tax purposes pursuant to Section 103(a) of the Code.

The following terms have the meanings set forth below:

**"Additional Borrower Payments"** shall have the meaning given such term in the Borrower Loan Agreement.

**"Affiliate"** shall mean, as to any Person, any other Person that, directly or indirectly, is in Control of, is controlled by or is under common Control with such Person.

**"Approved Transferee"** means (1) a "qualified institutional buyer" ("QIB") as defined in Rule 144A promulgated under the Securities Act of 1933, as in effect on the date hereof (the "Securities Act") that is a financial institution or commercial bank having capital and surplus of \$5,000,000,000 or more, (2) an affiliate of the Funding Lender, or (3) a trust or custodial arrangement established by the Funding Lender or one of its affiliates the beneficial interests in which will be owned only by QIBs.

**"Authorized Amount"** shall mean an amount of \$\_\_\_\_\_, the maximum aggregate principal amount of the Funding Loan under this Funding Loan Agreement.

**"Authorized City Representative"** shall have the meaning as set forth for the term "Authorized Officer" in the Ordinance.

**"Borrower"** shall mean East Park Redevelopment Limited Partnership, an Illinois limited partnership.

**"Borrower Controlling Entity"** shall mean, if the Borrower is a partnership, any general partner or managing partner of the Borrower, or if the Borrower is a limited liability company, the manager or managing member of the Borrower.

**"Borrower Loan"** shall mean the mortgage loan made by the Governmental Lender to the Borrower pursuant to the Borrower Loan Agreement in the aggregate principal amount of the Borrower Loan Amount, as evidenced by the Borrower Note.

**"Borrower Loan Agreement"** shall mean the Borrower Loan Agreement, of even date herewith, between the Governmental Lender and the Borrower, as supplemented, amended or replaced from time to time in accordance with its terms.

**"Borrower Loan Agreement Default"** shall mean any event of default set forth in Section 8.1 of the Borrower Loan Agreement. A Borrower Loan Agreement Default shall "exist" if a Borrower Loan Agreement Default shall have occurred and be continuing beyond any applicable notice and cure period.

**"Borrower Loan Amount"** shall mean \$\_\_\_\_\_.

**"Borrower Loan Documents"** shall have the meaning given such term in the Borrower Loan Agreement.

**"Borrower Note"** shall mean the "Borrower Note" as defined in the Borrower Loan Agreement.

**"Business Day"** shall mean any day other than (i) a Saturday or a Sunday, or (ii) a day on which federally insured depository institutions in New York, New York, Chicago, Illinois or the cities in which the offices of the Funding Lender are located are authorized or obligated by law, regulation, governmental decree or executive order to be closed.

**"Closing Date"** shall mean\_\_\_\_\_, \_\_\_, 20\_\_\_, the date that initial Funding Loan proceeds are disbursed hereunder.

**"Code"** shall mean the Internal Revenue Code of 1986 as in effect on the Closing Date or (except as otherwise referenced herein) as it may be amended to apply to obligations issued on the Closing Date, together with applicable proposed, temporary and final regulations promulgated, and applicable official public guidance published, under the Code.

**"Control"** shall mean, with respect to any Person, either (i) ownership directly or through other entities of more than 50% of all beneficial equity interest in such Person, or (ii) the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, through the ownership of voting securities, by contract or otherwise.

**"Event of Default"** shall have the meaning ascribed thereto in Section 9.1 hereof.

**"Fitch"** shall mean Fitch, Inc.

**"Funding Lender"** shall mean The PrivateBank and Trust Company, an Illinois state chartered bank, and any successor under this Funding Loan Agreement and the Borrower Loan Documents.

**"Funding Loan Agreement"** shall mean this Funding Loan Agreement, as it may from time-to-time be supplemented, modified or amended by one or more indentures or other instruments supplemental thereto entered into pursuant to the applicable provisions thereof.

**"Funding Loan Documents"** shall mean (i) this Funding Loan Agreement, (ii) the Borrower Loan Agreement, (iii) the Regulatory Agreement, (iv) the Tax Compliance Agreement, (v) the Borrower Loan Documents, (vi) all other documents evidencing, securing, governing or otherwise pertaining to the Funding Loan, and (vii) all amendments, modifications, renewals and substitutions of any of the foregoing.

**"Government Obligations"** shall mean non-callable, non-prepayable (i) direct, general obligations of the United States of America, or (ii) any obligations unconditionally guaranteed as to the full and timely payment of all amounts due thereunder by the full faith and credit of the United States of America (including obligations held in book entry form), but specifically excluding any mutual funds or unit investment trusts invested in such obligations.

**"Governmental Lender"** shall mean the City of Chicago, a municipality and home rule unit of local government duly organized and validly existing under the constitution and laws of the State of Illinois, together with its successors and assigns.

**"Governmental Lender Note"** shall mean the Governmental Lender Note described in the recitals of this Funding Loan Agreement.

**"Highest Rating Category"** shall mean, with respect to a Permitted Investment, that the Permitted Investment is rated by each Rating Agency in the highest rating category given by that Rating Agency for that general category of security. If at any time the Governmental Lender Note is not rated (and, consequently, there is no Rating Agency), then the term "Highest Rating Category" means, with respect to a Permitted Investment, that the Permitted Investment is rated by S&P or Moody's in the highest rating given by that rating agency for that general category of security. By way of example, the Highest Rating Category for tax-exempt municipal debt established by S&P is "A 1+" for debt with a term of one year or less and 'AAA' for a term greater than one year, with corresponding ratings by Moody's of "MIG 1" (for fixed rate) or "VMIG 1" (for variable rate) for three months or less and "Aaa" for greater than three months. If at any time (i) the Government Lender Note is not rated, (ii) both S&P and Moody's rate a Permitted Investment and (iii) one of those ratings is below the Highest Rating Category, then such Permitted Investment will, nevertheless, be deemed to be rated in the Highest Rating Category if the lower rating is no more than one rating category below the highest rating category of that rating agency. For example, a Permitted Investment rated "AAA" by S&P and "Aa3" by Moody's is rated in the Highest Rating Category. If, however, the lower rating is more than one full rating category below the Highest Rating Category of that rating agency, then the Permitted Investment will be deemed to be rated below the Highest Rating Category. For example, a Permitted Investment rated "AAA" by S&P and "A1" by Moody's is not rated in the Highest Rating Category.

**"Kroll"** shall mean Kroll Rating Agency, Inc. or its successor.

**"Material Funding Lender Event"** shall mean the occurrence and continuation of one or more of the following:

(a) Prior to the advancement by the Funding Lender of the entire amount of the Funding Loan, the Funding Lender fails to advance funds requisitioned by the Borrower pursuant to the Borrower Loan Agreement and the Construction Funding Agreement, this Funding Loan Agreement other than by reason of non-conformance of such requisition with the requirement of the Borrower Loan Agreement, the Construction Funding Agreement or this Funding Loan Agreement or other failure of any condition to the funding of a requisition set forth in Section [ ] of the Construction Funding Agreement, AND (i) a petition has been filed and is pending against the Funding Lender under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect, and has not been dismissed within 60 days after such filing; (ii) the Funding Lender has filed a petition, which is pending, under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect, or has consented to the filing of any petition against it under such law; or (iii) the Funding Lender shall have a receiver, liquidator or trustee appointed for it or for the whole or substantially all of its property. The occurrence of a Material Funding Lender Event under this subsection (a) and the exercise of remedies upon any such declaration shall be subject to any applicable limitations of federal bankruptcy law affecting or precluding such declaration or exercise during the pendency of or immediately following any bankruptcy, liquidation or reorganization proceedings;

(b) Prior to the advancement by the Funding Lender of the entire amount of the Funding Loan (i) this Funding Loan Agreement for any reason ceases to be valid and binding on the Funding Lender or is declared to be null and void, or the validity or enforceability of any provision of this Funding Loan Agreement material to the performance by the Funding Lender of its obligations thereunder is denied by the Funding Lender or any court of applicable jurisdiction, or the Funding Lender is denying further liability or obligation under this Funding Loan Agreement, in all of the above cases contrary to the terms of this Funding Loan Agreement in any case, in a final non-appealable judgment; (ii) the Funding Lender has rescinded, repudiated or terminated this Funding Loan Agreement; or (iii) the Funding Lender is dissolved or confiscated by action of government due to war or peace time emergency or the United States government declares a moratorium on the Funding Lender's activities; or

(c) Failure by the Funding Lender (i) to respond to a complete and compliant funding requisition properly presented by the Borrower to the Funding Lender for advancement of proceeds of the Funding Loan pursuant to the Borrower Loan Agreement and this Funding Loan Agreement within 7 days of the receipt of such funding requisition, or (ii) to fully fund within 10 Business days after the Funding Lender approves a funding requisition from the Borrower to the Funding Lender and has confirmed such requisition for payment pursuant to the terms of the Borrower Loan Agreement and this Funding Loan Agreement.



"**Maturity Date**" shall mean, with respect to the Governmental Lender Note, \_\_\_\_\_, 20\_\_\_\_

"**Maximum Rate**" shall mean the lesser of (i) 10% per annum and (ii) the maximum interest rate that may be paid on the Funding Loan under State law.

"**Minimum Beneficial Ownership Amount**" shall mean an amount no less than fifteen percent (15%) of the outstanding principal amount of the Funding Loan.

"**Moody's**" shall mean Moody's Investors Service, Inc., or its successor.

"**Noteowner**" or, "owner of the Governmental Lender Note" mean the owner, or as applicable, collectively the owners, of the Governmental Lender Note as shown on the registration books maintained by the Funding Lender pursuant to Section 2.4(d).

"**Ongoing Governmental Lender Fee**" shall mean (i) a monitoring fee of the Governmental Lender in the amount of \$25.00 (twenty-five dollars) per unit of the Project payable annually in advance by the Borrower to the Governmental Lender on each [December 1], commencing on the Closing Date, so long as any portion of the Funding Loan is outstanding; and (ii) a bond administrative fee of 15 basis points (.0015) of the outstanding amount of the Funding Loan to accrue monthly, but payable semi-annually.

"**Opinion of Counsel**" shall mean a written opinion from an attorney or firm of attorneys, acceptable to the Funding Lender and the Governmental Lender with experience in the matters to be covered in the opinion; provided that whenever an Opinion of Counsel is required to address the exclusion of interest on the Governmental Lender Note from gross income for purposes of federal income taxation, such opinion shall be provided by Tax Counsel.

"**Ordinance**" shall mean the Ordinance adopted by the Governmental Lender on \_\_\_\_\_, 2016 authorizing the Funding Loan and the execution and delivery of the Funding Loan Documents to which Governmental Lender is a party.

"**Permitted Investments**" shall mean, to the extent authorized by law for investment of any moneys held under this Funding Loan Agreement:

(a) Government Obligations.

(b) Direct obligations of, and obligations on which the full and timely payment of principal and interest is unconditionally guaranteed by, any agency or instrumentality of the United States of America (other than the Federal Home Loan Mortgage Corporation) or direct obligations of the World Bank, which obligations are rated in the Highest Rating Category.

(c) Obligations, in each case rated in the Highest Rating Category, of (i) any state or territory of the United States of America, (ii) any agency, instrumentality, authority or political subdivision of a state or territory or (iii) any public benefit or municipal corporation the principal of and interest on which are guaranteed by such state or political subdivision.

(d) Any written repurchase agreement entered into with a Qualified Financial Institution whose unsecured short-term obligations are rated in the Highest Rating Category.

(e) Commercial paper rated in the Highest Rating Category.

(f) Interest bearing negotiable certificates of deposit, interest bearing time deposits, interest bearing savings accounts and bankers' acceptances, issued by a Qualified Financial Institution if either (i) the Qualified Financial Institution's unsecured short term obligations are rated in the Highest Rating Category or (ii) such deposits, accounts or acceptances are fully collateralized by investments described in clauses (a) or (b) of this definition or fully insured by the Federal Deposit Insurance Corporation.

(g) An agreement held by the Funding Lender for the investment of moneys at a guaranteed rate with a Qualified Financial Institution whose unsecured long term obligations are rated in the Highest Rating Category or the Second Highest Rating Category, or whose obligations are unconditionally guaranteed or insured by a Qualified Financial Institution whose unsecured long term obligations are rated in the Highest Rating Category or Second Highest Rating Category; provided that such agreement is in a form acceptable to the Funding Lender and, provided further that such agreement includes the following restrictions:

(1) the invested funds will be available for withdrawal without penalty or premium, at any time that (A) the Funding Lender is required to pay moneys from the fund(s) established under this Funding Loan Agreement to which the agreement is applicable, or (B) any Rating Agency indicates that it will lower or actually lowers, suspends or withdraws the rating on the Funding Loan on account of the rating of the Qualified Financial Institution providing, guaranteeing or insuring, as applicable, the agreement;

(2) the agreement, and if applicable the guarantee or insurance, is an unconditional and general obligation of the provider and, if applicable, the guarantor or insurer of the agreement, and ranks pari passu with all other unsecured unsubordinated obligations of the provider, and if applicable, the guarantor or insurer of the agreement;

(3) the Funding Lender receives an Opinion of Counsel, which may be subject to customary qualifications, that such agreement is legal, valid, binding and enforceable upon the provider in accordance with its terms and, if applicable, an Opinion of Counsel that any guaranty or insurance policy provided by a guarantor or insurer is legal, valid, binding and enforceable upon the guarantor or insurer in accordance with its terms; and

(4) the agreement provides that if during its term the rating of the Qualified Financial Institution providing, guaranteeing or insuring, as applicable, the agreement, is withdrawn, suspended by any Rating Agency or falls below the Second Highest Rating Category, the provider must, within ten days, either: (A)

collateralize the agreement (if the agreement is not already collateralized) with Permitted Investments described in paragraph (a) or (b) by depositing collateral with the Funding Lender or a third party custodian, such collateralization to be effected in a manner and in an amount reasonably satisfactory to the Funding Lender, or, if the agreement is already collateralized, increase the collateral with Permitted Investments described in paragraph (a) or (b) by depositing collateral with the Funding Lender or a third party custodian, in an amount reasonably satisfactory to the Funding Lender, (B) at the request of the Funding Lender, repay the principal of and accrued but unpaid interest on the investment, in either case with no penalty or premium unless required by law or (C) transfer the agreement, guarantee or insurance, as applicable, to a replacement provider, guarantor or insurer, as applicable, then meeting the requirements of a Qualified Financial Institution and whose unsecured long term obligations are then rated in the Highest Rating Category or the Second Highest Rating Category. The agreement may provide that the downgraded provider may elect which of the remedies to the downgrade (other than the remedy set out in (B) to perform.

(h) Subject to the ratings requirements set forth in this definition, shares in any money market mutual, fund (including those of the Funding Lender or any of its affiliates) registered under the Investment Company Act of 1940, as amended, that have been rated "AAAm-G" or "AAAm" by S&P or "Aaa" by Moody's so long as the portfolio of such money market mutual fund is limited to Government Obligations and agreements to repurchase Government Obligations. If approved in writing by the Funding Lender, a money market mutual fund portfolio may also contain obligations and agreements to repurchase obligations described in paragraphs (b) or (c). If the Governmental Lender Note is rated by a Rating Agency, the money market mutual fund must be rated "AAAm-G" or "AAAm" by S&P, if S&P is a Rating Agency, or "Aaa" by Moody's, if Moody's is a Rating Agency. If at any time the Governmental Lender Note is not rated (and, consequently, there is no Rating Agency), then the money market mutual fund must be rated "AAAm-G" or "AAAm" by S&P or "Aaa" by Moody's. If at any time (i) the Governmental Lender Note is not rated, (ii) both S&P and Moody's rate a money market mutual fund and (iii) one of those ratings is below the level required by this paragraph, then such money market mutual fund will, nevertheless, be deemed to be rated in the Highest Rating Category if the lower rating is no more than one rating category below the highest rating category of that rating agency.

(i) Any other investment authorized by the laws of the State, if such investment is approved in writing by the Funding Lender.

Permitted Investments shall not include any of the following:

(1) Except for any investment described in the next sentence, any investment with a final maturity or any agreement with a term greater than one year from the date of the investment. This exception (1) shall not apply to Permitted Investments listed in paragraphs (g) and (i).

(2) Except for any obligation described in paragraph (a) or (b), any obligation with a purchase price greater or less than the par value of such obligation.

(3) Any asset backed security, including mortgage-backed securities, real estate mortgage investment conduits, collateralized mortgage obligations, credit card receivable asset backed securities and auto loan asset backed securities.

(4) Any interest only or principal only stripped security.

(5) Any obligation bearing interest at an inverse floating rate.

(6) Any investment which may be prepaid or called at a price less than its purchase price prior to stated maturity.

(7) Any investment the interest rate on which is variable and is established other than by reference to a single index plus a fixed spread, if any, and which interest rate moves proportionately with that index.

(8) Any investment described in paragraph (d) or (g) with, or guaranteed or insured by, a Qualified Financial Institution described in clause (iv) of the definition of Qualified Financial Institution if such institution does not agree to submit to jurisdiction, venue and service of process in the United States of America in the agreement relating to the investment.

(9) Any investment to which S&P has added an "r" or "t" highlighter.

**"Person"** shall mean any individual, corporation, limited-liability company, partnership, joint venture, estate, trust, unincorporated association, any federal, state, county or municipal government or any bureau, department or agency thereof and any fiduciary acting in such capacity on behalf of any of the foregoing.

**"Pledged Revenues"** shall mean the amounts pledged under this Funding Loan Agreement to the payment of the principal of, prepayment premium, if any, and interest on the Funding Loan and the Governmental Lender Note, consisting of the following: (i) all income, revenues, proceeds and other amounts to which the Governmental Lender is entitled (other than amounts received by the Governmental Lender with respect to the Unassigned Rights) derived from or in connection with the Project and the Funding Loan Documents, including all Borrower Loan Payments due under the Borrower Loan Agreement and the Borrower Note, payments with respect to the Borrower Loan Payments and all amounts obtained through the exercise of the remedies provided in the Funding Loan Documents and all receipts credited under the provisions of this Funding Loan Agreement against said amounts payable; and (ii) moneys held in the funds and accounts established under this Funding Loan Agreement, together with investment earnings thereon.

**"Potential Default"** shall have the meaning ascribed to that term in the Borrower Loan Agreement.

**"Prepayment Premium"** shall mean (i) any premium payable by the Borrower pursuant to the Borrower Loan Documents in connection with a prepayment of the Borrower Note (including any Prepayment Premium as set forth in the Borrower Note) and (ii) any premium payable on the Governmental Lender Note pursuant to this Funding Loan Agreement.

**"Project"** shall have the meaning given to that term in the Ordinance.

**"Qualified Financial Institution"** shall mean any (i) bank or trust company organized under the laws of any state of the United States of America, (ii) national banking association, savings bank, savings and loan association, or insurance company or association chartered or organized under the laws of any state of the United States of America, (iv) federal branch or agency pursuant to the International Banking Act of 1978 or any successor provisions of law or a domestic branch or agency of a foreign bank which branch or agency is duly licensed or authorized to do business under the laws of any state or territory of the United States of America, (v) government bond dealer reporting to, trading with, and recognized as a primary dealer by the Federal Reserve Bank of New York, (vi) securities dealer approved in writing by the Funding Lender the liquidation of which is subject to the Securities Investors Protection Corporation or other similar corporation and (vii) other entity which is acceptable to the Funding Lender. With respect to an entity which provides an agreement held by the Funding Lender for the investment of moneys at a guaranteed rate as set out in paragraph (g) of the definition of the term "Permitted Investments or an entity which guarantees or insures, as, applicable, the agreement, a "Qualified Financial Institution" may also be a corporation or limited liability company organized under the laws of any state of the United States of America.

**"Rating Agency"** shall mean any one and each of S&P, Moody's, Kroll, and Fitch then rating the Permitted Investments or any other nationally recognized statistical rating agency then rating the Permitted Investments, which has been approved by the Funding Lender.

**"Regulations"** shall mean with respect to the Code, the relevant U.S. Treasury regulations and proposed regulations thereunder or any relevant successor provision to such regulations and proposed regulations.

**"Regulatory Agreement"** shall mean that certain Land Use Restriction Agreement, dated as of the Closing Date, by and between the Governmental Lender and the Borrower, as hereafter amended or modified.

**"Required Transferee Representations"** shall mean the representations in substantially the form attached to this Funding Loan Agreement as "Exhibit B."

**"Second Highest Rating Category"** shall mean, with respect to a Permitted Investment, that the Permitted Investment is rated by each Rating Agency in the second highest rating category given by that Rating Agency for that general category of security. If at any time the Governmental Lender Note is not rated (and, consequently, there is no Rating Agency), then the term "Second Highest Rating Category" means, with respect to a Permitted Investment, that the Permitted Investment is rated by S&P or Moody's in the second highest rating category given by that rating agency for that general category of security. By way of example, the Second Highest Rating Category for tax-exempt municipal debt established by S&P is "AA" for a term greater

than one year, with corresponding ratings by Moody's of "Aa." If at any time (i) the Governmental Lender Note is not rated, (ii) both S&P and Moody's rate a Permitted Investment and (iii) one of those ratings is below the Second Highest Rating Category, then such Permitted Investment will not be deemed to be rated in the Second Highest Rating Category. For example, an Investment rated "AA" by S&P and "A" by Moody's is not rated in the Second Highest Rating Category.

**"Securities Act"** shall mean the Securities Act of 1933, as amended.

**"Security"** shall mean the security for the performance by the Governmental Lender of its obligations under the Governmental Lender Note and this Funding Loan Agreement as more fully set forth in Article IV hereof.

**"Security Instrument"** shall mean the Construction, Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing (as amended, restated and/or supplemented from time-to-time) of even date herewith, made by the Borrower in favor of the Governmental Lender, as assigned to the Funding Lender to secure the performance by the Governmental Lender of its obligations under the Funding Loan.

**"Servicer"** shall mean any Servicer appointed by the Funding Lender to perform certain servicing functions with respect to the Funding Loan and on the Borrower Loan. Initially, the Servicer shall be the Funding Lender pursuant to this Funding Loan Agreement.

**"Servicing Agreement"** shall mean any servicing agreement entered into between the Funding Lender and a Servicer with respect to the servicing of the Funding Loan and/or the Borrower Loan.

**"S&P"** shall mean Standard & Poor's Ratings Services, a Standard & Poor's Financial Services, LLC business division, and its successors.

**"State"** shall mean the State of Illinois.

**"Tax Compliance Agreement"** shall mean the Tax Regulatory Agreement, dated the Closing Date, executed and delivered by the Governmental Lender and the Borrower.

**"Tax Counsel"** shall mean Miller, Canfield, Paddock and Stone, P.L.C., or any other attorney or firm of attorneys designated by the Governmental Lender and approved by the Funding Lender having a national reputation for skill in connection with the authorization and issuance of municipal obligations under Sections 103 and 141 through 150 (or any successor provisions) of the Code.

**"Tax Counsel Approving Opinion"** shall mean an opinion of Tax Counsel substantially to the effect that the Governmental Lender Note constitutes a valid and binding obligation of the Governmental Lender and that, under existing statutes, regulations published rulings and judicial decisions, the interest on the Governmental Lender Note is excludable from gross income for federal income tax purposes (subject to the inclusion of such customary exceptions as are acceptable to the recipient thereof).

**"Tax Counsel No Adverse Effect Opinion"** shall mean an opinion of Tax Counsel to the effect that the taking of the action specified therein will not impair the exclusion of interest on the Governmental Lender Note from gross income for purposes of federal income taxation (subject to the inclusion of such customary exceptions as are acceptable to the recipient thereof).

**"UCC"** shall mean the Uniform Commercial Code as in effect in the State.

**"Unassigned Rights"** shall mean the Governmental Lender's rights to reimbursement and payment of its fees, costs and expenses and the Rebate Amount under Section 2.5 of the Borrower Loan Agreement, its right to payment of the Governmental Lender's Closing Fee, the Ongoing Governmental Lender Fee and any other fees payable to the Governmental Lender under Section 2.5 thereof, its rights to attorneys' fees under Section 5.14 thereof, its rights to indemnification under Section 5.15 thereof, its rights of access under Section 5.17 thereof, its rights to enforce the terms of the Regulatory Agreement, including Borrower's covenants to comply with applicable laws, its rights to give and receive notices, reports and other statements and to enforce notice and reporting requirements and restrictions on transfers of ownership of the Project, and, its rights to consent to certain matters, as provided in this Funding Loan Agreement and the Borrower Loan Agreement.

**"Written Certificate," "Written Certification," "Written Consent," "Written Direction," "Written Notice," "Written Order," "Written Registration," "Written Request," and "Written Requisition"** shall mean a written certificate, direction, notice, order or requisition signed by an Authorized Borrower Representative, an Authorized City Representative or an authorized representative of the Funding Lender and delivered to the Funding Lender, the Servicer or such other Person as required under the Funding Loan Documents.

**"Yield"** shall mean yield as defined in Section 148(h) of the Code and any regulations promulgated thereunder.

**Section 1.2. Effect of Headings and Table of Contents.** The Article and Section headings herein and in the Table of Contents are for convenience only and shall not affect the construction hereof.

**Section 1.3. Date of Funding Loan Agreement.** The date of this Funding Loan Agreement is intended as and for a date for the convenient identification of this Funding Loan Agreement and is not intended to indicate that this Funding Loan Agreement was executed and delivered on said date.

**Section 1.4. Designation of Time for Performance.** Except as otherwise expressly provided herein, any reference in this Funding Loan Agreement to the time of day shall mean the time of day in the city where the Funding Lender maintains its place of business for the performance of its obligations under this Funding Loan Agreement.

**Section 1.5. Interpretation.** The parties hereto acknowledge that each of them and their respective counsel have participated in the drafting and revision of this Funding Loan

Agreement. Accordingly, the parties agree that any rule of construction that disfavors the drafting party shall not apply in the interpretation of this Funding Loan Agreement or any amendment or supplement or exhibit hereto.

## ARTICLE II TERMS; GOVERNMENTAL LENDER NOTE

### Section 2.1. Terms.

(a) Principal Amount. The total aggregate principal amount of the Funding Loan is hereby expressly limited to the Authorized Amount.

(b) Draw-Down Funding. The Funding Loan is originated on a draw-down basis. The proceeds of the Funding Loan shall be advanced by the Funding Lender directly to the Borrower for the account of the Governmental Lender as and when needed to make each advance in accordance with the disbursement provisions of the Borrower Loan Agreement, the Construction Funding Agreement and this Funding Loan Agreement. Upon each advance of principal under the Construction Funding Agreement and this Funding Loan Agreement, a like amount of the Borrower Loan shall be deemed concurrently and simultaneously advanced under the Borrower Loan Agreement, including the [initial advance of \$ \_\_\_\_\_]. Notwithstanding anything in this Funding Loan Agreement to the contrary, no additional amounts of the Funding Loan may be drawn down and funded hereunder after \_\_\_\_\_, 20\_\_\_\_; provided, however, that upon the delivery of a Tax Counsel No Adverse Effect Opinion to the Governmental Lender and the Funding Lender such date may be changed to a later date as specified in such Tax Counsel No Adverse Effect Opinion.

(c) Origination Date; Maturity. The Funding Loan shall be originated, and the Governmental Lender Note shall be issued, on the Closing Date and shall mature on the Maturity Date at which time the entire principal amount, to the extent not previously paid, and all accrued and unpaid interest, shall be due and payable.

(d) Principal. The outstanding principal amount of the Governmental Lender Note and of the Funding Loan as of any given date shall be the total amount advanced by the Funding Lender to or for the account of the Governmental Lender to fund corresponding advances under the Borrower Loan Agreement and this Funding Loan Agreement as proceeds of the Borrower Loan, less any payments of principal of the Governmental Lender Note previously received upon payment of corresponding principal amounts under the Borrower Note, including regularly scheduled principal payments and voluntary and mandatory prepayments. The principal amount of the Governmental Lender Note and interest thereon shall be payable on the basis specified in this paragraph (d) and in paragraphs (e) and (f) of this Section 2.1.

The Funding Lender shall keep a record of all principal advances and principal repayments made under the Governmental Lender Note and shall upon written request provide the Governmental Lender with a statement of the outstanding principal balance of the Governmental Lender Note and the Funding Loan.



(e) Interest. Interest shall be paid on the outstanding principal amount of the Governmental Lender Note at the rate or rates set forth in the Borrower Note and otherwise as set forth in the Borrower Loan Agreement.

(f) Corresponding Payments. The payment or prepayment of principal, interest and premium, if any, due on the Governmental Lender Note shall be identical with and shall be made on the same dates, terms and conditions, as the principal, interest, premiums, late payment fees and other amounts due on the Borrower Note. Any payment or prepayment made by the Borrower of principal, interest, and premium, if any, due on the Borrower Note shall be deemed to be like payments or prepayments of principal, interest and premium, if any, due on the Governmental Lender Note.

(g) Usury. The Governmental Lender intends to conform strictly to the usury laws applicable to this Funding Loan Agreement and the Governmental Lender Note and all agreements made in the Governmental Lender Note, this Funding Loan Agreement and the Funding Loan Documents are expressly limited so that in no event whatsoever shall the amount paid or agreed to be paid as interest or the amounts paid for the use of money advanced or to be advanced hereunder exceed the, highest lawful rate prescribed under any law which a court of competent jurisdiction may deem applicable hereto. If, from any circumstances whatsoever, the fulfillment of any provision of the Governmental Lender Note, this Funding Loan Agreement or the other Funding Loan Documents shall involve the payment of interest in excess of the limit prescribed by any law which a court of competent jurisdiction may deem applicable hereto, then the obligation to pay interest hereunder shall be reduced to the maximum limit prescribed by law. If from any circumstances whatsoever, the Funding Lender shall ever receive anything of value deemed interest, the amount of which would exceed the highest lawful rate, such amount as would be excessive interest shall be deemed to have been applied, as of the date of receipt by the Funding Lender, to the reduction of the principal remaining unpaid hereunder and not to the payment of interest, or if such excessive interest exceeds the unpaid principal balance, such excess shall be refunded to the Borrower. This paragraph shall control every other provision of the Governmental Lender Note, this Funding Loan Agreement and all other Funding Loan Documents.

In determining whether the amount of interest charged and paid might otherwise exceed the limit prescribed by law, the Governmental Lender intends and agrees that (i) interest shall be computed upon the assumption that payments under the Borrower Loan Agreement and other Funding Loan Documents will be paid according to the agreed terms, and (ii) any sums of money that are taken into account in the calculation of interest, even though paid at one time, shall be spread over the actual term of the Funding Loan.

**Section 2.2. Form of Governmental Lender Note.** As evidence of its obligation to repay the Funding Loan, simultaneously with the delivery of this Funding Loan Agreement to the Funding Lender, the Governmental Lender hereby agrees to execute and deliver the Governmental Lender Note. The Governmental Lender Note shall be substantially in the form set forth in Exhibit A attached hereto, with such appropriate insertions, omissions, substitutions and other variations as are required or permitted by this Funding Loan Agreement and the Ordinance.

**Section 2.3. Execution and Delivery of Governmental Lender Note.** The Governmental Lender Note shall be executed on behalf of the Governmental Lender by the manual or facsimile signature of its Chief Financial Officer, and its corporate seal (or a facsimile thereof) shall be thereunto affixed, imprinted, engraved or otherwise reproduced, and attested by the manual or facsimile signature of its City Clerk or Deputy City Clerk. In case any officer of the Governmental Lender whose signature or facsimile signature shall appear on the Governmental Lender Note shall cease to be such officer before the Governmental Lender Note so signed and sealed shall have been actually delivered, such Governmental Lender Note may, nevertheless, be delivered as herein provided, and may be executed and delivered as if the persons who signed or sealed such Governmental Lender Note had not ceased to hold such offices or be so employed. The Governmental Lender Note may be signed and sealed on behalf of the Governmental Lender by such persons as, at the actual time of the execution of the Governmental Lender Note, shall be duly authorized or hold the proper office in or employment by the Governmental Lender, although at the date of the Governmental Lender Note such persons may not have been so authorized nor have held such office or employment.

**Section 2.4. Required Transferee Representations; Participations; Sale and Assignment.**

(a) The Funding Lender shall deliver to the Governmental Lender the Required Transferee Representations in substantially the form attached hereto as Exhibit B on the Closing Date.

(b) The Funding Lender shall have the right to sell (i) the Governmental Lender Note and the Funding Loan or (ii) any portion of or a participation interest in the Governmental Lender Note and the Funding Loan to the extent permitted by Section 2.4(c) below, provided that (A) such sale shall be only to Approved Transferees that execute and deliver to the Funding Lender, with a copy to the Governmental Lender, the Required Transferee Representations and (B) if any amendment is to be made to this Funding Loan Agreement or any other Funding Loan Document in conjunction with such transfer, a Tax Counsel No Adverse Effect Opinion.

(c) Notwithstanding the other provisions of this Section 2.4, no beneficial ownership interest in the Governmental Lender Note and Funding Loan shall be sold in an amount that is less than the Minimum Beneficial Ownership Amount.

(d) The Governmental Lender Note or any interest therein, shall be in fully registered form transferable to subsequent holders only on the registration books which shall be maintained by the Funding Lender for such purpose and which shall be open to inspection by the Governmental Lender. The Governmental Lender Note shall not be transferred through the services of the Depository Trust Company or any other third party registrar.

(e) The parties agree that no rating shall be sought from a rating agency with respect to the Funding Loan or the Governmental Lender Note.

(f) No service charge shall be made for any sale or assignment of the Governmental Lender Note or a participation therein, but the Governmental Lender may require payment of a sum sufficient to cover any tax or other charge that may be imposed in connection with any such sale or assignment and payment of any fees and expenses incurred by the Governmental Lender in connection therewith. Such sums shall be paid in every instance by the purchaser or assignee of the Governmental Lender Note or a participation therein.

### **ARTICLE III PREPAYMENT**

#### **Section 3.1. Prepayment of the Governmental Lender Note from Prepayment under the Borrower Note.**

The Governmental Lender Note is subject to voluntary and mandatory prepayment as follows:

(a) The Governmental Lender Note shall be subject to voluntary prepayment in full or in part by the Governmental Lender, from funds of the Governmental Lender received by the Governmental Lender to the extent and in the manner and on any date that the Borrower Note is subject to voluntary prepayment as set forth therein, at a prepayment price equal to the principal balance of the Borrower Note to be prepaid, plus interest thereon to the date of prepayment and the amount of any Prepayment Premium payable under the Borrower Note, plus any Additional Borrower Payments due and payable under the Borrower Loan Agreement through the date of prepayment.

The Borrower shall not have the right to voluntarily prepay all or any portion of the Borrower Note, thereby causing the Governmental Lender Note to be prepaid, except as specifically permitted in the Borrower Note, without the prior Written Consent of Funding Lender, which may be withheld in Funding Lender's sole and absolute discretion.

(b) The Governmental Lender Note shall be subject to mandatory prepayment in whole or in part upon prepayment of the Borrower Note at the direction of the Funding Lender in accordance with the terms of the Borrower Note at a prepayment price equal to the outstanding principal balance of the Borrower Note prepaid, plus accrued interest plus any other amounts payable under the Borrower Note, the Borrower Loan Agreement or the Construction Funding Agreement.

**Section 3.2. Notice of Prepayment.** Notice of prepayment of the Governmental Lender Note shall be deemed given to the extent that notice of prepayment of the Borrower Note is timely and properly given to Funding Lender in accordance with the terms of the Borrower Note and the Borrower Loan Agreement, and no separate notice of prepayment of the Governmental Lender Note is required to be given.

#### ARTICLE IV SECURITY

**Section 4.1. Security for the Funding Loan.** To secure the payment of the Funding Loan and the Governmental Lender Note, to declare the terms and conditions on which the Funding Loan and the Governmental Lender Note are secured, and in consideration of the premises and of the funding of the Funding Loan by the Funding Lender, the Governmental Lender by these presents does grant, bargain, sell, remise, release, convey, assign, transfer, mortgage, hypothecate, pledge, set over and confirm to the Funding Lender (except as limited herein), a lien on and security interest in the following described property (excepting, however, in each case, the Unassigned Rights) (said property, rights and privileges being herein collectively called, the "Security"):

(a) All right, title and interest of the Governmental Lender in, to and under the Borrower Loan Agreement, the Borrower Note, and the Security Instrument including, without limitation, all rents, revenues and receipts derived by the Governmental Lender from the Borrower relating to the Project and including, without limitation, all Pledged Revenues, Borrower Loan Payments and Additional Borrower Payments derived by the Governmental Lender under and pursuant to, and subject to the provisions of, the Borrower Loan Agreement; provided, that the pledge and assignment made under this Funding Loan Agreement shall not impair or diminish the obligations of the Governmental Lender under the provisions of the Borrower Loan Agreement;

(b) All right, title and interest of the Governmental Lender in, to and under, together with all rights, remedies, privileges and options pertaining to, the Funding Loan Documents, and all other payments, revenues and receipts derived by the Governmental Lender under and pursuant to, and subject to the provisions of, the Funding Loan Documents;

(c) Any and all moneys and investments from time to time on deposit in, or forming a part of, all funds and accounts created and held under this Funding Loan Agreement subject to the provisions of this Funding Loan Agreement permitting the application thereof for the purposes and on the terms and conditions set forth herein; and

(d) Any and all other real or personal property of every kind and nature or description, which may from time to time hereafter, by delivery or by writing of any kind, be subjected to the lien of this Funding Loan Agreement as additional security by the Governmental Lender or anyone on its part or with its consent, or which pursuant to any of the provisions hereof or of the Borrower Loan Agreement may come into the possession or control of the Funding Lender or a receiver appointed pursuant to this Funding Loan Agreement; and the Funding Lender is hereby authorized to receive any and all such property as and for additional security for the Funding Loan and the Governmental Lender Note and to hold and apply all such property subject to the terms hereof.

The pledge and assignment of and the security interest granted in the Security pursuant to this Section 4.1 for the payment of the principal of, premium, if any, and interest on the Governmental Lender Note, in accordance with its terms and provisions, and for the payment of all other amounts due hereunder, shall attach and be valid and binding from and after the time of the delivery of the Governmental Lender Note by the Governmental Lender. The Security so pledged and then or thereafter received by the Funding Lender shall immediately be subject to

the lien of such pledge and security interest without any physical delivery or recording thereof or further act, and the lien of such pledge and security interest shall be valid and binding and prior to the claims of any and all parties having claims of any kind in tort, contract or otherwise against the Governmental Lender irrespective of whether such parties have notice thereof.

**Section 4.2. Delivery of Security.** To provide security for the payment of the Funding Loan and the Governmental Lender Note, the Governmental Lender has pledged and assigned to secure payment of the Funding Loan and the Governmental Lender Note its right, title and interest in the Security to the Funding Lender. In connection with such pledge, assignment, transfer and conveyance, the Governmental Lender shall deliver to the Funding Lender the following documents or instruments promptly following their execution and, to the extent applicable, their recording or filing:

(a) The Borrower Note endorsed without recourse to the Funding Lender by the Governmental Lender;

(b) The originally executed Borrower Loan Agreement and Regulatory Agreement;

(c) The originally executed Security Instrument and all other Borrower Loan Documents existing at the time of delivery of the Borrower Note and an assignment for security of the Security Instrument from the Governmental Lender to the Funding Lender, in recordable form;

(d) Uniform Commercial Code financing statements or other chattel security documents giving notice of the Funding Lender's status as an assignee of the Governmental Lender's security interest in any personal property forming part of the Project, in form suitable for filing; and

(e) Uniform Commercial Code financing statements giving notice of the pledge by the Governmental Lender of the Security pledged under this Funding Loan Agreement.

The Governmental Lender shall deliver and deposit with the Funding Lender such additional documents, financing statements, and instruments as the Funding Lender may reasonably require from time to time for the better perfecting and assuring to the Funding Lender of its lien and security interest in and to the Security.

## ARTICLE V LIMITED LIABILITY

### **Section 5.1. Source of Payment of Governmental Lender Note and Other Obligations; Disclaimer of General Liability.**

The Governmental Lender Note, together with premium, if any, and interest thereon, are special, limited obligations of the Governmental Lender, payable solely from the security pledged hereunder. The Governmental Lender Note is not a general obligation of the Governmental Lender or a charge against its general credit or the general credit taxing powers of

the State, the Governmental Lender, or any other political subdivision thereof, and shall never give rise to any pecuniary liability of the Governmental Lender, and neither the Governmental Lender, the State nor any other political subdivision thereof shall be liable for the payments of principal of and, premium, if any, and interest on the Governmental Lender Note, and the Governmental Lender Note is payable from no other source, but are special, limited obligations of the Governmental Lender, payable solely out of the security pledged hereunder and receipts of the Governmental Lender derived pursuant to this Funding Loan Agreement. No holder of the Governmental Lender Note or any interest therein has the right to compel any exercise of the taxing power of the State, the Governmental Lender or any other political subdivision thereof to pay the Governmental Lender Note or the interest or premium, if any, thereon.

#### **Section 5.2. Exempt from Individual Liability.**

No recourse shall be had for the payment of the principal of, premium, if any, or the interest on the Governmental Lender Note or for any claim based thereon or any obligation, covenant or agreement in this Funding Loan Agreement against any official, officer, agent, employee, or independent contractor of the Governmental Lender or any person executing the Governmental Lender Note in his or her personal capacity. No covenant, stipulation, promise, agreement or obligation contained in the Governmental Lender Note, this Funding Loan Agreement or any other document executed in connection herewith shall be deemed to be the covenant, stipulation, promise, agreement or obligation of any present or future official, officer, agent or employee of the Governmental Lender in his or her individual capacity and neither any official of the Governmental Lender nor any officers executing the Governmental Lender Note shall be liable personally on the Governmental Lender Note or under this Funding Loan Agreement or be subject to any personal liability or accountability by reason of the execution and delivery of the Governmental Lender Note or the execution of this Funding Loan Agreement.

### **ARTICLE VI CLOSING CONDITIONS; APPLICATION OF FUNDS**

**Section 6.1. Conditions Precedent to Closing.** Closing of the Funding Loan on the Closing Date shall be conditioned upon satisfaction or waiver by the Funding Lender, in its sole discretion of each of the conditions precedent to closing set forth in this Funding Loan Agreement, including but not limited to the following:

- (a) Receipt by the Funding Lender of the original Governmental Lender Note;
- (b) Receipt by the Funding Lender of the original executed Borrower Note, endorsed to the Funding Lender by the Governmental Lender;
- (c) Receipt by the Funding Lender of executed counterpart copies of this Funding Loan Agreement, the Borrower Loan Agreement, the Regulatory Agreement, the Tax Compliance Agreement, the Security Instrument; and all of the Borrower Loan Documents;
- (d) A certified copy of the Ordinance;

- (e) Executed Required Transferee Representations from the Funding Lender;
- (f) Delivery into escrow of all amounts required to be paid in connection with the origination of the Borrower Loan and the Funding Loan and any underlying real estate transfers or transactions, including the Costs of Funding Deposit, in accordance with Section 2.3(c)(ii) of the Borrower Loan Agreement;
- (g) Receipt by the Funding Lender of a Tax Counsel Approving Opinion;
- (h) Receipt by the Funding Lender of an Opinion of Counsel from Tax Counsel to the effect that the Governmental Lender Note is exempt from registration under the Securities Act, and this Funding Loan Agreement is exempt from qualification under the Trust Indenture Act of 1939, as amended;
- (i) Delivery of an opinion of counsel to the Borrower addressed to the Governmental Lender and the Funding Lender to the effect that the Borrower Loan Documents and the Regulatory Agreement are valid and binding obligations of the Borrower, enforceable against the Borrower in accordance with their terms, subject to such exceptions and qualifications as are acceptable to the Governmental Lender and the Funding Lender; and
- (j) Receipt by the Funding Lender of any other documents or opinions that the Funding Lender or Tax Counsel may reasonably require.

## ARTICLE VII FUNDS AND ACCOUNTS

**Section 7.1. Authorization to Create Funds and Accounts.** The Funding Lender and the Servicer, if any, are authorized to establish and create from time to time such other funds and accounts or subaccounts as may be necessary for the deposit of moneys (including, without limitation, insurance proceeds and/or condemnation awards), if any, received by the Governmental Lender, the Funding Lender or the Servicer pursuant to the terms hereof or any of the other Funding Loan Documents and not immediately transferred or disbursed pursuant to the terms of the Funding Loan Documents and/or the Borrower Loan Documents.

### **Section 7.2. Investment of Funds.**

Amounts held in any funds or accounts created under this Funding Loan Agreement shall be invested in Permitted Investments at the direction of the Borrower, subject in all cases to the restrictions of Section 8.6 hereof and of the Tax Compliance Agreement.

## ARTICLE VIII REPRESENTATIONS AND COVENANTS

**Section 8.1. General Representations.** The Governmental Lender makes the following representations as the basis for the undertakings on its part herein contained:

(a) The Governmental Lender is a municipality and home rule unit of local government duly organized and validly existing under the Constitution and laws of the State. The Governmental Lender has power and lawful authority to adopt the Ordinance, to execute and deliver the Funding Loan Documents to which it is a party (the "Governmental Lender Documents"), to execute and deliver the Governmental Lender Note and receive the proceeds of the Funding Loan, to apply the proceeds of the Funding Loan to make the Borrower Loan, to assign the revenues derived and to be derived by the Governmental Lender from the Borrower Loan to the Funding Lender, and to perform and observe the provisions of the Governmental Lender Documents and the Governmental Lender Note on its part to be performed and observed.

(b) The City Council of the Governmental Lender has approved the Ordinance and the Ordinance has not been amended, modified or rescinded and is in full force and effect as of the date hereof.

(c) The Governmental Lender has duly authorized the execution and delivery of each of the Funding Loan Agreement and the Governmental Lender Note and the performance of the obligations of the Governmental Lender thereunder.

(d) The Governmental Lender makes no representation or warranty, express or implied, that the proceeds of the Funding Loan will be sufficient to finance the acquisition, construction and equipping of the Project or that the Project will be adequate or sufficient for the Borrower's intended purposes.

(e) The revenues and receipts to be derived from the Borrower Loan Agreement, the Borrower Note and this Funding Loan Agreement have not been pledged previously by the Governmental Lender to secure any of its notes or bonds other than the repayment of the Funding Loan.

THE GOVERNMENTAL LENDER MAKES NO REPRESENTATION, COVENANT OR AGREEMENT AS TO THE FINANCIAL POSITION OR BUSINESS CONDITION OF THE BORROWER OR THE PROJECT AND DOES NOT REPRESENT OR WARRANT AS TO ANY STATEMENTS, MATERIALS, REPRESENTATIONS OR CERTIFICATIONS FURNISHED BY THE BORROWER IN CONNECTION WITH THE FUNDING LOAN OR THE BORROWER LOAN OR AS TO THE CORRECTNESS, COMPLETENESS OR ACCURACY THEREOF.

**Section 8.2. Further Assurances.** The Governmental Lender will do, execute, acknowledge, when appropriate, and deliver from time to time at the request of the Funding Lender, to the extent permitted by the Ordinance, such further acts, instruments, financing statements and other documents as are necessary or desirable to better assure, transfer, pledge or assign to the Funding Lender or holders of interest in the Funding Loan, and grant a security interest unto the Funding Lender or holders of interests in the Funding Loan in and to the Security and the other properties and revenues herein described and otherwise to carry out the intent and purpose of the Funding Loan Documents and the Funding Loan.



**Section 8.3. Payment of Funding Loan Obligations.** The Governmental Lender will pay or cause to be paid the principal of, prepayment premium, if any, and the interest on the Funding Loan as the same become due, but solely from the Security, as described in Section 5.1 of this Funding Loan Agreement.

**Section 8.4. Funding Loan Agreement Performance.** The Funding Lender, on behalf of the Governmental Lender and with the Written Consent of the Governmental Lender, may (but shall not be required or obligated) perform and observe any such agreement or covenant of the Governmental Lender under this Funding Loan Agreement, all to the end that the Governmental Lender's rights under the Borrower Loan Agreement may be unimpaired and free from default.

**Section 8.5. Servicer.** The Funding Lender may appoint a Servicer to service and administer the Funding Loan and the Borrower Loan on behalf of the Funding Lender, including without limitation the fulfillment of rights and responsibilities granted by Governmental Lender to Funding Lender pursuant to Section 2.1 of the Borrower Loan Agreement; provided, however, that no appointment of a Servicer shall release the Funding Lender from ultimate responsibility for any obligation hereunder.

**Section 8.6. Tax Covenants.** The Governmental Lender covenants to and for the benefit of the Funding Lender and any other holders of an interest in the Governmental Lender Note that, notwithstanding any other provisions of this Funding Loan Agreement or of any other instrument, it will:

(i) At all times do and perform all acts and things permitted by law and this Funding Loan Agreement which are necessary or desirable in order to assure, and will not knowingly take any action which will adversely affect, the tax-exempt status of the Governmental Lender Note; and

(ii) Not use or knowingly permit the use of any proceeds of the Funding Loan or other funds of the Governmental Lender, directly or indirectly, in any manner, and will not take or permit to be taken any other action or actions, which would result in any of the Governmental Lender Note being treated as an obligation not described in Section 142(a)(7) of the Code by reason of the Governmental Lender Note or interest thereon not meeting the requirements of Section 142(d) of the Code.

In furtherance of the covenants in this Section 8.6, the Governmental Lender and the Borrower shall execute, deliver and comply with the provisions of the Tax Compliance Agreement, which are by this reference incorporated into this Funding Loan Agreement and made a part of this Funding Loan Agreement as if set forth in this Funding Loan Agreement in full, and by its acceptance of this Funding Loan Agreement the Funding Lender acknowledges receipt of the Tax Compliance Agreement and acknowledges its incorporation in this Funding Loan Agreement by this reference. In the event the Borrower directs the Funding Lender to

invest funds held under this Funding Loan Agreement, the Funding Lender agrees it will invest funds held under this Funding Loan Agreement in Permitted Investments in accordance with the direction of the Borrower and the terms of this Funding Loan Agreement and the Tax Compliance Agreement (this covenant shall extend throughout the term of the Funding Loan, to all funds and accounts created under or in connection with this Funding Loan Agreement and all moneys on deposit to the credit of any fund or account); provided that the Funding Lender shall be deemed to have complied with such requirements and shall have no liability to the extent it reasonably follows directions of the Borrower not inconsistent with the terms of this Funding Loan Agreement and the Tax Compliance Agreement or otherwise complies with the provisions of the Funding Loan Agreement relating to funds and accounts.

For purposes of this Section 8.6, the Governmental Lender's compliance shall be based solely on matters within the Governmental Lender's control and no acts, omissions or directions of the Borrower, the Funding Lender or any other Persons shall be attributed to the Governmental Lender.

In complying with the foregoing covenants, the Governmental Lender may rely from time to time on a Tax Counsel No Adverse Effect Opinion or other appropriate opinion of Tax Counsel.

**Section 8.7. Performance by the Borrower.** Without relieving the Governmental Lender from the responsibility for performance and observance of the agreements and covenants required to be performed and observed by it hereunder, the Borrower, on behalf of the Governmental Lender and with the Written Consent of the Governmental Lender, may perform any such agreement or covenant if no Borrower Loan Agreement Default or Potential Default under the Borrower Loan Agreement exists.

**Section 8.8. Repayment of Funding Loan.** Subject to the provisions of Article V hereof, the Governmental Lender will duly and punctually repay, or, cause to be repaid, but solely from the Security set forth in Article IV hereof, the Funding Loan, as evidenced by the Governmental Lender Note, as and when the same shall become due, all in accordance with the terms of the Governmental Lender Note and this Funding Loan Agreement.

**Section 8.9. Borrower Loan Agreement Performance.**

(a) The Servicer and the Funding Lender, on behalf of the Governmental Lender and with Written Notice to the Governmental Lender, may (but shall not be required or obligated to) perform and observe any such agreement or covenant of the Governmental Lender under the Borrower Loan Agreement, all to the end that the Governmental Lender's rights under the Borrower Loan Agreement may be unimpaired and free from default.

(b) The Governmental Lender will promptly notify the Borrower, the Servicer and the Funding Lender in writing of the occurrence of any Borrower Loan Agreement Default, provided that the Governmental Lender has received written notice or otherwise has actual knowledge of such event; and further provided that the Governmental Lender shall have no liability to any

person for its failure to provide any such notice so long as it has made a good faith effort to comply with such provisions.

(c) The Funding Lender will promptly notify the Borrower, the Servicer, if any, and the Governmental Lender in writing of the occurrence of any Event of Default or any Borrower Loan Agreement Default known to the Funding Lender.

#### **Section 8.10. Maintenance of Records; Inspection of Records.**

(a) The Funding Lender shall keep and maintain adequate records pertaining to the funds and accounts, if any, established hereunder, including all deposits to and disbursements from said funds and accounts and shall keep and maintain the registration books for the Funding Loan and interests therein. The Funding Lender shall retain in its possession all certifications and other documents presented to it, all such records and all records of principal, interest and prepayment premium, if any, paid on the Funding Loan, subject to the inspection of the Borrower, the Governmental Lender, the Servicer and their representatives at all reasonable times and upon reasonable prior notice.

(b) The Governmental Lender will at any and all times, upon the reasonable request of the Servicer, the Borrower or the Funding Lender, afford and procure a reasonable opportunity by their respective representatives to inspect the books, records, reports and other papers of the Governmental Lender relating to the Project and the Funding Loan, if any, and to make copies thereof.

#### **Section 8.11. Representations and Warranties of the Funding Lender.**

The Funding Lender hereby represents to the Governmental Lender and the Borrower that it is duly authorized to enter into and perform this Funding Loan Agreement, and has full authority to take such action as it may deem advisable with respect to all matters pertaining to this Funding Loan Agreement.

#### **Section 8.12. Funding Lender Limitations.**

Notwithstanding anything herein or in the Borrower Loan Agreement to the contrary, prior to the advancement by the Funding Lender of all advances of loan funds hereunder (and, by virtue hereof, under the Borrower Loan Agreement and the Construction Funding Agreement), and only prior to such final advancement of all loan funds hereunder, no notice to or consent of the Funding Lender shall be required under any provision of this Funding Loan Agreement or the Borrower Loan Agreement nor shall the Funding Lender have any right to receive notice of, consent to, direct or control any actions, restrictions, rights, remedies, waivers or acceleration pursuant to any provision of this Funding Loan Agreement or the Borrower Loan Agreement during any time that (a) any Material Funding Lender Event shall have occurred and be continuing; or (b) the Funding Loan Agreement and the Construction Funding Agreement are not in effect and all obligations of the Governmental Lender and the Borrower, including payment obligations, pursuant to the Funding Loan Agreement, Governmental Lender Note, Borrower Loan Agreement and Borrower Note have been fully satisfied.

**ARTICLE IX  
DEFAULT; REMEDIES**

**Section 9.1. Events of Default.**

Any one or more of the following shall constitute an event of default (an "Event of Default") under this Funding Loan Agreement (whatever the reason for such event and whether it shall be voluntary or involuntary or be effected by operation of law or pursuant to any judgment, decree or order of any court or any order, rule or regulation of any administrative or governmental body):

(a) A default in the payment of any interest upon the Governmental Lender Note when such interest becomes due and payable; or

(b) A default in the payment of principal of, or premium on, the Governmental Lender Note when such principal or premium becomes due and payable, whether at its stated maturity, by declaration of acceleration or call for mandatory prepayment or otherwise; or

(c) Subject to Section 8.7 hereof, default in the performance or breach of any material covenant or warranty of the Governmental Lender in this Funding Loan Agreement (other than a covenant or warranty or default in the performance or breach of which is elsewhere in this Section specifically dealt with), and continuance of such default or breach for a period of 30 days after there has been given written notice, as provided in Section 11.1 hereof, to the Governmental Lender and the Borrower by the Funding Lender or the Servicer, specifying such default or breach and requiring it to be remedied and stating that such notice is a "Notice of Default" under this Funding Loan Agreement; provided that, so long as the Governmental Lender has commenced to cure such failure to observe or perform within the thirty (30) day cure period and the subject matter of the default is not capable of cure within said thirty (30) day period and the Governmental Lender is diligently pursuing such cure to the Funding Lender's satisfaction, with the Funding Lender's Written Direction or Written Consent, then the Governmental Lender shall have an additional period of time as reasonably necessary (not to exceed 30 days unless extended in writing by the Funding Lender) within which to cure such default; or

(d) A default in the payment of any Additional Borrower Payments; or

(e) Any other "Default" or "Event of Default" under any of the other Funding Loan Documents (taking into account any applicable grace periods therein).

**Section 9.2. Acceleration of Maturity; Rescission and Annulment.**

(a) Subject to the provisions of Section 9.9 hereof, upon the occurrence of an Event of Default under Section 9.1 hereof, then and in every such case, the Funding Lender may declare the principal of the Funding Loan and the Governmental Lender Note and the interest accrued to be immediately due and payable, by notice to the Governmental Lender and the Borrower and upon any such declaration, all principal of and Prepayment Premium, if any, and interest on the Funding Loan and the Governmental Lender Note shall become immediately due and payable.

(b) At any time after a declaration of acceleration has been made pursuant to subsection (a) of this Section, the Funding Lender may by Written Notice to the Governmental Lender, rescind and annul such declaration and its consequences if:

There has been deposited with the Funding Lender a sum sufficient to pay (1) all overdue installments of interest on the Governmental Lender Note, (2) the principal of and Prepayment Premium on the Governmental Lender Note that has become due otherwise than by such declaration of acceleration and interest thereon at the rate or rates prescribed therefor in the Governmental Lender Note, (3) to the extent that payment of such interest is lawful, interest upon overdue installments of interest at the rate or rates prescribed therefor in the Governmental Lender Note, and (4) all sums paid or advanced by the Funding Lender and the reasonable compensation, expenses, disbursements and advances of the Funding Lender, its agents and counsel (but only to the extent not duplicative with subclauses (1) and (3) above); and

All Events of Default, other than the nonpayment of the principal of the Government Lender Note which have become due solely by such declaration of acceleration, have been cured or have been waived in writing as provided in Section 9.9 hereof.

No such rescission and annulment shall affect any subsequent default or impair any right consequent thereon.

Notwithstanding the occurrence and continuation of an Event of Default, it is understood that the Funding Lender shall pursue no remedies against the Borrower or the Project if no Borrower Loan Agreement Default has occurred and is continuing. An Event of Default hereunder shall not in and of itself constitute a Borrower Loan Agreement Default or a default under any other Funding Loan Document.

### **Section 9.3. Additional Remedies; Funding Lender Enforcement.**

(a) Upon the occurrence of an Event of Default, the Funding Lender may, subject to the provisions of this Section 9.3 and Section 9.9 hereof, proceed to protect and enforce its rights by mandamus or other suit, action or proceeding at law or in equity. No remedy conferred by this Funding Loan Agreement upon or remedy reserved to the Funding Lender is intended to be exclusive of any other remedy, but each such remedy shall be cumulative and shall be in addition to any other remedy given to the Funding Lender hereunder or now or hereafter existing at law or in equity or by statute.

(b) Upon the occurrence of any Event of Default by the Borrower or its affiliate, the Funding Lender may proceed forthwith to protect and enforce its rights and this Funding Loan Agreement by such suits, actions or proceedings as the Funding Lender, in its sole discretion, shall deem expedient. Funding Lender shall have upon the occurrence of any Event of Default by the Borrower or its affiliate (which has not been waived in writing by the Funding Lender), all rights, powers, and remedies with respect to the Security as are available under the Uniform Commercial Code applicable thereto or as are available under any other applicable law at the

time in effect and, without limiting the generality of the foregoing, the Funding Lender may proceed at law or in equity or otherwise, to the extent permitted by applicable law:

(i) to take possession of the Security or any part thereof, with or without legal process, and to hold, service, administer and enforce any rights thereunder or thereto, and otherwise exercise all rights of ownership thereof, including (but not limited to) the sale of all or part of the Security;

(ii) to become mortgagee of record for the Borrower Loan including, without limitation, completing the assignment of the Security Instrument by the Governmental Lender to the Funding Lender as anticipated by this Funding Loan Agreement, and recording the same in the real estate records of the jurisdiction in which the Project is located, without further act or consent of the Governmental Lender, and to service and administer the same for its own account;

(iii) to service and administer the Funding Loan as agent and on behalf of the Governmental Lender or otherwise, and, if applicable, to take such actions necessary to enforce the Borrower Loan Documents and the Funding Loan Documents on its own behalf, and to take such alternative courses of action, as it may deem appropriate; or

(iv) to take such steps to protect and enforce its rights whether by action, suit or proceeding in equity or at law for the specific performance of any covenant, condition or agreement in the Governmental Lender Note, this Funding Loan Agreement or the other Funding Loan Documents, or the Borrower Loan Documents, or in and of the execution of any power herein granted, or for foreclosure hereunder, or for enforcement of any other appropriate legal or equitable remedy or otherwise as the Funding Lender may elect.

Whether or not an Event of Default has occurred, and except as provided in Section 9.15, the Funding Lender, in its sole discretion, shall have the sole right to waive or forbear any term, condition, covenant or agreement of the Security Instrument, the Borrower Loan Agreement, the Borrower Note or any other Borrower Loan Document or Funding Loan Document applicable to the Borrower, or any breach thereof, other than a covenant that would adversely impact the tax-exempt status of the interest on the Governmental Lender Note, and provided that the Governmental Lender may enforce specific performance with respect to the Unassigned Rights.

If the Borrower defaults in the performance or observance of any covenant, agreement or obligation of the Borrower set forth in the Regulatory Agreement, and if such default remains uncured for a period of 60 days after the Borrower and the Funding Lender receive Written Notice stating that a default under the Regulatory Agreement has occurred and specifying the nature of the default, the Funding Lender shall have the right to seek specific performance of the provisions of the Regulatory Agreement or to exercise its other rights or remedies thereunder.

If the Borrower defaults in the performance of its obligations under the Borrower Loan Agreement to make rebate payments, to comply with any applicable continuing disclosure requirements, or to make payments owed pursuant to Sections 2.5, 5.14 or 5.15 of the Borrower

Loan Agreement for fees, expenses or indemnification, the Funding Lender shall have the right to exercise all its rights and remedies thereunder (subject to the last paragraph of Section 9.14 hereof).

**Section 9.4. Application of Money Collected.** Any money collected by, the Funding Lender pursuant to this Article and any other sums then held by the Funding Lender as part of the Security, shall be applied in the following order, at the date or dates fixed by the Funding Lender:

(a) First: To the payment of any and all fees due the Governmental Lender, the Servicer or the Rebate Analyst under the Borrower Loan Documents;

(b) Second: To the payment of any and all amounts due under the Funding Loan Documents other than with respect to principal and interest accrued on the Funding Loan;

(c) Third: To the payment of the whole amount of the Funding Loan, as evidenced by the Governmental Lender Note, then due and unpaid in respect of which or for the benefit of which such money has been collected, with interest (to the extent that such interest has been collected or a sum sufficient therefor has been so collected and payment thereof is legally enforceable at the respective rate or rates prescribed therefor in the Governmental Lender Note) on overdue principal of, and Prepayment Premium and overdue installments of interest on the Governmental Lender Note; provided, however, that partial interests in any portion of the Governmental Lender Note shall be paid in such order of priority as may be prescribed by Written Direction of the Funding Lender in its sole and absolute discretion; and

(d) Fourth: The payment of the remainder, if any, to the Borrower or to whosoever may be lawfully entitled to receive the same or as a court of competent jurisdiction may direct.

(e) If and to the extent this Section 9.4 conflicts with the provisions of the Construction Funding Agreement, the provisions of the Construction Funding Agreement shall control. Capitalized terms used in this Section 9.4 but not otherwise defined in this Funding Loan Agreement shall have the meanings given such terms in the Construction Funding Agreement.

**Section 9.5. Remedies Vested in Funding Lender.** All rights of action and claims under this Funding Loan Agreement or the Governmental Lender Note may be prosecuted and enforced by the Funding Lender without the possession of the Governmental Lender Note or the production thereof in any proceeding relating thereto.

**Section 9.6. Restoration of Positions.** If Funding Lender shall have instituted any proceeding to enforce any right or remedy under this Funding Loan Agreement and such proceeding shall have been discontinued or abandoned for any reason or shall have been determined adversely to the Funding Lender, then and in every such case the Governmental Lender and the Funding Lender shall, subject to any determination in such proceeding, be restored to their former positions hereunder, and thereafter all rights and remedies of the

Governmental Lender and the Funding Lender shall continue as though no such proceeding had been instituted.

**Section 9.7. Rights and Remedies Cumulative.** No right or remedy herein conferred upon or reserved to the Funding Lender is intended to be exclusive of any other right or remedy, and every right and remedy shall, to the extent permitted by law, be cumulative and in addition to every other right and remedy given hereunder or now or hereafter existing at law or in equity or otherwise. The assertion or employment of any right or remedy hereunder, or otherwise, shall not prevent the concurrent assertion or employment of any other appropriate right or remedy.

**Section 9.8. Delay or Omission Not Waiver.** No delay or omission of the Funding Lender to exercise any right or remedy accruing upon an Event of Default shall impair any such right or remedy or constitute a waiver of any such Event of Default or acquiescence therein. Every right and remedy given by this Article or by law to the Funding Lender may be exercised from time to time, and as often as may be deemed expedient, by Funding Lender. No waiver of any default or Event of Default pursuant to Section 9.9 hereof shall extend to, shall affect any subsequent default or Event of Default hereunder, or shall impair any rights or remedies consequent thereon.

**Section 9.9. Waiver of Past Defaults.** Before any judgment or decree for payment of money due has been obtained by the Funding Lender, the Funding Lender may, subject to Section 9.6 hereof, by Written Notice to the Governmental Lender and the Borrower, waive any past default hereunder or under the Borrower Loan Agreement and its consequences except for default in obligations due the Governmental Lender pursuant to or under the Unassigned Rights. Upon any such waiver, such default shall cease to exist, and any Event of Default arising therefrom shall be deemed to have been cured, for every purpose of this Funding Loan Agreement and the Borrower Loan Agreement; but no such waiver shall extend to any subsequent or other default or impair any right consequent thereon.

**Section 9.10. Remedies under Borrower Loan Agreement or Borrower Note.** As set forth in this Section 9.10 but subject to Section 9.9 hereof, the Funding Lender shall have the right, in its own name or on behalf of the Governmental Lender, to declare any default and exercise any remedies under the Borrower Loan Agreement or the Borrower Note, whether or not the Governmental Lender Note has been accelerated or declared due and payable by reason of an Event of Default.

**Section 9.11. Waiver of Appraisal and Other Laws.**

(a) To the extent permitted by law, the Governmental Lender will not at any time insist upon, plead, claim or take the benefit or advantage of, any appraisal, valuation, stay, extension or redemption law now or hereafter in force, in order to prevent or hinder the enforcement of this Funding Loan Agreement; and the Governmental Lender, for itself and all



who may claim under it, so far as it they now or hereafter may lawfully do so, hereby waives the benefit of all such laws. The Governmental Lender, for itself and all who may claim under it, waives, to the extent that it may lawfully do so, all right to have the property in the Security marshaled upon any enforcement hereof.

(b) If any law now in effect prohibiting the waiver referred to in Section 9.11(a) shall hereafter be repealed or cease to be in force, such law shall not thereafter be deemed to constitute any part of the contract herein contained or to preclude the application of this Section 9.11.

**Section 9.12. Suits to Protect the Security.** The Funding Lender shall have power to institute and to maintain such proceedings as it may deem expedient to prevent any impairment of the Security by any acts that may be unlawful or in violation of this Funding Loan Agreement and to protect its interests in the Security and in the rents, issues, profits, revenues and other income arising therefrom, including power to institute and maintain proceedings to restrain the enforcement of or compliance with any Governmental enactment, rule or order that may be unconstitutional or otherwise invalid, if the enforcement of or compliance with such enactment, rule or order would impair the security hereunder or be prejudicial to the interests of the Funding Lender.

**Section 9.13. Remedies Subject to Applicable Law.** All rights, remedies and powers provided by this Article may be exercised only to the extent that the exercise thereof does not violate any applicable provision of law in the premises, and all the provisions of this Article are intended to be subject to all applicable mandatory provisions of law which may be controlling in the premises and to be limited to the extent necessary so that they will not render this Funding Loan Agreement invalid, unenforceable or not entitled to be recorded, registered or filed under the provisions of any applicable law.

**Section 9.14. Assumption of Obligations.** In the event that the Funding Lender or its permitted assignee or designee in accordance with Section 2.4 hereof shall become the legal or beneficial owner of the Project by foreclosure or deed in lieu of foreclosure, such party shall succeed to the rights and the obligations of the Borrower under the Borrower Loan Agreement, the Borrower Note, the Regulatory Agreement and any other Funding Loan Documents to which the Borrower is a party. Such assumption shall be effective from and after the effective date of such acquisition and shall be made with the benefit of the limitations of liability set forth therein and without any liability for the prior acts of the Borrower.

It is the intention of the parties hereto that upon the occurrence and continuance of an Event of Default hereunder, rights and remedies may be pursued pursuant to the terms of the Funding Loan Documents, subject to the last paragraph of Section 9.2.

**Section 9.15. Remedies upon unremedied Material Funding Lender Event.** Upon the occurrence of a Material Funding Lender Event which shall continue unremedied for a period of 60 days (a "Funding Lender Event of Default"), (i) the Governmental Lender may direct that

the Governmental Lender Note be transferred to and obligations and liabilities thereunder be assumed by another lender approved to act as Funding Lender by the Governmental Lender pursuant to Section 2.4(b) hereof and acceptable to the Borrower; provided, however, that no such transfer shall become effective until the Funding Lender has been fully reimbursed for all advances made and all expenses incurred and all other amounts owed to Funding Lender with respect to the Governmental Lender Note through the date of transfer, and shall be fully released in writing by the Governmental Lender, the Borrower and the successor Funding Lender from any and all continuing obligations and liabilities with respect to the Funding Loan and, unless the loss has not-in any material respect been caused by the action or inaction of the Borrower, be indemnified by the Borrower for any losses incurred by Funding Lender with respect thereto (except for losses resulting from remedies awarded at law or equity pursuant to clause (ii) below, as to which no indemnity shall be provided), and (ii) the Governmental Lender (or the Borrower pursuant to the Borrower Loan Agreement or this Funding Loan Agreement) may pursue any other remedy available at law or in equity.

**ARTICLE X**  
**AMENDMENT; AMENDMENT OF BORROWER LOAN AGREEMENT**  
**AND OTHER DOCUMENTS**

**Section 10.1. Amendment of Funding Loan Agreement.** Any of the terms of this Funding Loan Agreement and the Governmental Lender Note may be amended or waived only by an instrument signed by the Funding Lender and the Governmental Lender, provided, however, no such amendment which materially affects the rights, duties, obligations or other interests of the Borrower shall be made without the consent of the Borrower, and, provided further, that if the Borrower is in default under any Funding Loan Document, no Borrower consent shall be required unless such amendment has a material adverse effect on the rights, duties, obligations or other interests of the Borrower. All of the terms of this Funding Loan Agreement shall be binding upon the successors and assigns of and all persons claiming under or through the Governmental Lender or any such successor or assign, and shall inure to the benefit of and be enforceable by the successors and assigns of the Funding Lender.

**Section 10.2 Amendment of Funding Loan Agreement.** The Governmental Lender shall not consent to any amendment, change or modification of the Borrower Loan Agreement or any other Borrower Loan Document or Funding Loan Document without the prior Written Consent of the Funding Lender; provided, however, that such prior Written Consent shall not be required with respect to any such amendment, change or modification undertaken by the Governmental Lender in order to preserve one or more of its Unassigned Rights. Governmental Lender agrees to provide the Funding Lender with prompt notification of any such amendments, modifications or changes not requiring the prior Written Consent of the Funding Lender.

**Section 10.3. Consents and Opinions.** No amendment to this Funding Loan Agreement or any other Funding Loan Document entered into under this Article X or any amendment, change or modification otherwise permitted under this Article X shall become effective unless and until (i) the Funding Lender shall have approved the same in writing in its sole discretion and (ii) the Funding Lender and the Governmental Lender shall have received, at the expense of the Borrower, a Tax Counsel No Adverse Effect Opinion and an Opinion of Counsel to the effect that any such proposed amendment is authorized and complies with the provisions of this Funding Loan Agreement and is a legal, valid and binding obligation of the parties thereto, subject to normal exceptions relating to bankruptcy, insolvency and equitable principles limitations. No modification or amendment of the terms of the Borrower Loan Agreement or the Borrower Note may be undertaken without the prior Written Consent of the Governmental Lender and the Funding Lender and the delivery to the Funding Lender and the Governmental Lender, at the expense of the Borrower, of a Tax Counsel No Adverse Effect Opinion with regard to such proposed modification.

Any consent required pursuant to this Article X from, or on behalf of, the Governmental Lender may be executed by an Authorized City Representative.

## ARTICLE XI MISCELLANEOUS

### Section 11.1. Notices.

(a) All notices, demands, requests and other communications required or permitted to be given by any provision of this Funding Loan Agreement shall be in writing and sent by first class, regular, registered or certified mail, commercial delivery service, overnight courier, telegraph, telex, telecopier or facsimile transmission, air or other courier, or hand delivery to the party to be notified addressed as follows:

If to the Governmental Lender:

City of Chicago  
Department of Planning and Development  
121 North LaSalle Street, 10<sup>th</sup> Floor  
Chicago, IL 60602  
Attention: Commissioner  
Telephone: (312) 744-4190  
Facsimile: (312) 742-2271

and a copy to:

City of Chicago  
Office of Corporation Counsel  
121 North LaSalle Street, Room 600  
Chicago, IL 60602  
Attention: Finance and Economic Development  
Division  
Telephone: (312) 744-0200  
Facsimile: (312) 744-8538

and a copy to:

City of Chicago  
Office of the City Comptroller  
121 North LaSalle Street, Suite 700  
Chicago, IL 60602  
Telephone: (312) 744-2202  
Facsimile: (312) 742-6544

If to Borrower:

East Park Redevelopment Limited Partnership  
c/o The Habitat Company LLC  
350 West Hubbard Street  
Chicago, Illinois 60654  
Attn. Stephen Galler and Jeffrey Head

With copies to:

Katten Muchin Rosenman, LLP  
525 West Monroe Street  
Chicago, IL 60661  
Attn. David P. Cohen  
Telephone: 312/902-5284  
[David.cohen@kattenlaw.com](mailto:David.cohen@kattenlaw.com)

Stratford East Park Investors Limited Partnership  
c/o Stratford Capital Group LLC  
100 Corporate Place – Suite 404  
Peabody, MA 01960  
Attn. Asset Management – Elm Drive  
[dnf@stratfordcapitalgroup.com](mailto:dnf@stratfordcapitalgroup.com)

DLA Piper US LLP  
203 North LaSalle Street – Suite 1900  
Chicago, IL 60601  
Attn. Gregory R.A. Dahlgren  
Telephone: 312 368 4056  
[Gregory.dahlgren@dlapiper.com](mailto:Gregory.dahlgren@dlapiper.com)

If to the Funding Lender:

The PrivateBank and Trust Company  
Community Development Group  
120 South LaSalle Street  
Chicago, IL 60603  
Attention: Cheryl Wilson  
Telephone: (312) 564-1303

And to:

Dykema Gossett PLLC  
10 South Wacker Drive – Suite 2300  
Chicago, IL 60606  
Attention: Heather Aeschleman, Esq.  
Telephone: (312) 627-2290  
Facsimile: (866)854-2539

Any such notice, demand, request or communication shall be deemed to have been given and received for all purposes under this Funding Loan Agreement: (i) three Business Days after the same is deposited in any official depository or receptacle of the United States Postal Service first class, or, if applicable, certified mail, return receipt requested, postage prepaid; (ii) on the date of transmission when delivered by telecopier or facsimile transmission, telex, telegraph or other telecommunication device, provided any telecopy or other electronic transmission received by any party after 4:00 p.m., local time, as evidenced by the time shown on such transmission, shall be deemed to have been received the following Business Day, and further provided that any transmission by facsimile shall also be sent by U.S. Postal Service first class mail; (iii) on the next Business Day after the same is deposited with a nationally recognized overnight delivery service that guarantees overnight delivery; and (iv) on the date of actual delivery to such party by any other means; provided, however, if the day such notice, demand, request or communication shall be deemed to have been given and received as aforesaid is not a Business Day, such notice, demand, request or communication shall be deemed to have been given and received on the next Business Day; and provided further that notice to the Governmental Lender shall not be deemed to have been given until actually received by the Governmental Lender. Any facsimile signature by a Person on a document, notice, demand, request or communication required or permitted by this Funding Loan Agreement shall constitute a legal, valid and binding execution thereof by such Person.

Any party to this Funding Loan Agreement may change such party's address for the purpose of notice, demands, requests and communications required or permitted under this Funding Loan Agreement by providing written notice of such change of address to all of the parties by written notice as provided herein.

**Section 11.2. Term of Funding Loan Agreement.** This Funding Loan Agreement shall be in full force and effect until all payment obligations of the Governmental Lender hereunder have been paid in full and the Funding Loan has been retired or the payment thereof has been provided for (such payment or provision to be solely from the Security set forth in Article IV hereof as further provided in Section 8.8 hereof); except that on and after payment in full of the Governmental Lender Note, this Funding Loan Agreement shall be terminated, without further action by the parties hereto.

**Section 11.3. Successors and Assigns.** All covenants and agreements in this Funding Loan Agreement by the Governmental Lender shall bind its successors and assigns, whether so expressed or not.

**Section 11.4. Legal Holidays.** In any case in which the date of payment of any amount due hereunder or the date on which any other act is to be performed pursuant to this Funding Loan Agreement shall be a day that is not a Business Day, then payment of such amount or such act need not be made on such date but may be made on the next succeeding Business Day, and

such later payment or such act shall have the same force and effect as if made on the date of payment or the date fixed for prepayment or the date fixed for such act, and no additional interest shall accrue for the period after such date and prior to the date of payment.

**Section 11.5. Governing Law.** This Funding Loan Agreement shall be governed by and shall be enforceable in accordance with the laws of the State.

**Section 11.6. Severability.** If any provision of this Funding Loan Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining portions shall not in any way be affected or impaired. In case any covenant, stipulation, obligation or agreement contained in the Governmental Lender Note or in this Funding Loan Agreement shall for any reason be held to be usurious or in violation of law, then such covenant, stipulation, obligation or agreement shall be deemed to be the covenant, stipulation, obligation or agreement of the Governmental Lender or the Funding Lender only to the full extent permitted by law.

**Section 11.7. Execution in Several Counterparts.** This Funding Loan Agreement may be contemporaneously executed in several counterparts, all of which shall constitute one and the same instrument and each of which shall be, and shall be deemed to be, an original.

**Section 11.8. Nonrecourse Obligation of the Borrower.** Except as otherwise provided in the Borrower Loan Agreement, any obligations of the Borrower under this Funding Loan Agreement are without recourse to the Borrower or to the Borrower's partners or members, as the case may be.

**Section 11.9. Reserved.**

**Section 11.10. Electronic Transactions.** The transactions described in this Funding Loan Agreement may be conducted, and related documents may be stored, by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

**Section 11.11. Reference Date.** This Funding Loan Agreement is dated for reference purposes only as of the first day of \_\_\_\_\_, 20\_\_\_\_.

IN WITNESS WHEREOF, the Funding Lender and the Governmental Lender have caused this Funding Loan Agreement to be duly executed as of the date first written above.

**The PrivateBank and Trust Company**

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

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

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

**City of Chicago**

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

Name: Carole L. Brown

Title: Chief Financial Officer

[SEAL]

Attest:

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

Name: Susana A. Mendoza

Title: City Clerk

(Sub)Exhibits "A" and "B" referred to in this Funding Loan Agreement with The PrivateBank and Trust Company read as follows:

(Sub) Exhibit "A".  
(To Funding Loan Agreement With  
The PrivateBank And Trust Company)

*Form Of Governmental Lender Note.*

This Note May Be Owned Only By A Permitted Transferee In Accordance With The Terms Of The Funding Loan Agreement, And The Holder Hereof, By The Acceptance Of This Funding Loan Agreement (A) Represents That It Is A Permitted Transferee And (B) Acknowledges That It Can Only Transfer This Governmental Lender Note To Another Permitted Transferee In Accordance With The Terms Of The Funding Loan Agreement.

City Of Chicago

\$\_\_\_\_\_ Multi-Family Mortgage Revenue Note

(East Park Apartments), Series 20\_\_

Dated \_\_\_\_\_, 20\_\_

not to exceed \$ [Funding Loan Amount]

For Value Received, the undersigned City Of Chicago ("Obligor") promises to pay to the order of The PrivateBank and Trust Company ("Holder") the maximum principal sum of \_\_\_\_\_ and no/100 Dollars \$\_\_, on \_\_\_, 20\_\_\_, or earlier as provided herein, together with interest thereon at the rates, at the times and in the amounts provided below.

Obligor shall pay to the Holder on or before each date on which payment is due under that certain Funding Loan Agreement, dated as of \_\_\_\_\_, 20\_\_ (the "Funding Loan Agreement"), between Obligor and Holder, an amount in immediately available funds sufficient to pay the principal amount of and Prepayment Premium, if any, on the Funding Loan then due and payable, whether by maturity, acceleration, prepayment or otherwise. In the event that amounts held derived from proceeds of the Borrower Loan, condemnation awards or insurance proceeds or investment earnings thereon are applied to the payment of principal due on the Funding Loan in accordance with the Funding Loan Agreement, the principal amount due hereunder shall be reduced to the extent of the principal amount of the Funding Loan so paid. Capitalized terms not otherwise defined herein shall have the meaning assigned in the Funding Loan Agreement.

Obligor shall pay to the Holder on or before each date on which interest on the Funding Loan is payable interest on the unpaid balance hereof in an amount in immediately available funds sufficient to pay the interest on the Funding Loan then due and payable in the amounts and at the rate or rates set forth in the Funding Loan Agreement.

The Funding Loan and this Governmental Lender Note are pass-through obligations relating to a construction loan (the "Borrower Loan") made by Obligor from proceeds of the Funding Loan to East Park Redevelopment Limited Partnership, an Illinois limited partnership, as borrower (the "Borrower"), under that certain Borrower Loan Agreement, dated as of \_\_\_\_\_, 20\_\_ (as the same may be modified, amended or supplemented from time to time (the "Borrower Loan Agreement")), between the Obligor and



the Borrower, evidenced by the Borrower Note (as defined in the Borrower Loan Agreement). Reference is made to the Borrower Loan Agreement and to the Borrower Note for complete payment and prepayment terms of the Borrower Note, payments on which are passed-through under the Governmental Lender Note.

This Governmental Lender Note is a limited obligation of the Obligor, payable solely from the Pledged Revenues and other funds and monies and Security pledged and assigned under the Funding Loan Agreement. This Governmental Lender Note is not a general obligation of the Governmental Lender or a charge against its general credit or the general credit taxing powers of the State, the Governmental Lender, or any other political subdivision thereof, and shall never give rise to any pecuniary liability of the Governmental Lender, and neither the Governmental Lender, the State nor any other political subdivision thereof shall be liable for the payments of principal of and, premium, if any, and interest on this Governmental Lender Note, and the Governmental Lender Note is payable from no other source, but are special, limited obligations of the Governmental Lender, payable solely out of the Security pledged hereunder and receipts of the Governmental Lender derived pursuant to this Funding Loan Agreement. No holder of this Governmental Lender Note or any interest therein has the right to compel any exercise of the taxing power of the State, the Governmental Lender or any other political subdivision thereof to pay the Governmental Lender Note or the interest or premium, if any, thereon.

All capitalized terms used but not defined herein shall have the meanings ascribed to them in the Funding Loan Agreement or in the Borrower Loan Agreement.

This Governmental Lender Note is subject to the express condition that at no time shall interest be payable on this Governmental Lender Note or the Funding Loan at a rate in excess of the Maximum Rate provided in the Funding Loan Agreement; and Obligor shall not be obligated or required to pay, nor shall the Holder be permitted to charge or collect, interest at a rate in excess of such Maximum Rate. If by the terms of this Governmental Lender Note or of the Funding Loan Agreement, Obligor is required to pay interest at a rate in excess of such Maximum Rate, the rate of interest hereunder or thereunder shall be deemed to be reduced immediately and automatically to such Maximum Rate, and any such excess payment previously made shall be immediately and automatically applied to the unpaid balance of the principal sum hereof and not to the payment of interest.

Amounts payable hereunder representing late payments, penalty payments or the like shall be payable to the extent allowed by law.

This Governmental Lender Note is subject to all of the terms, conditions, and provisions of the Funding Loan Agreement, including those respecting prepayment and the acceleration of maturity.

If there is an Event of Default under the Funding Loan Documents, then in any such event and subject to the requirements set forth in the Funding Loan Agreement, the Holder may declare the entire unpaid principal balance of this Governmental Lender Note and accrued interest, if any due and payable at once. All of the covenants, conditions and agreements contained in the Funding Loan Documents are hereby made part of this Governmental Lender Note.

No delay or omission on the part of the Holder in exercising any remedy, right or option under this Governmental Lender Note or the Funding Loan Documents shall operate as a

waiver of such remedy, right or option. In any event, a waiver on any one occasion shall not be construed as a waiver or bar to any such remedy, right or option on a future occasion. The rights, remedies and options of the Holder under this Governmental Lender Note and the Funding Loan Documents are and shall be cumulative and are in addition to all of the rights, remedies and options of the Holder at law or in equity or under any other agreement.

Obligor shall pay all costs of collection on demand by the Holder, including without limitation, reasonable attorneys' fees and disbursements', which costs may be added to the indebtedness hereunder, together with interest thereon, to the extent allowed by law, as set forth in the Funding Loan Agreement.

This Governmental Lender Note may not be changed orally. Presentment for payment, notice of dishonor, protest and notice of protest are hereby waived. The acceptance by the Holder of any amount after the same is due shall not constitute a waiver of the right to require prompt payment, when due, of all other amounts due hereunder. The acceptance by the Holder of any sum in an amount less than the amount then due shall be deemed an acceptance on account only and upon condition that such acceptance shall not constitute a waiver of the obligation of Obligor to pay the entire sum then due, and Obligor's failure to pay such amount then due shall be and continue to be a default notwithstanding such acceptance of such amount on account, as aforesaid. Consent by the Holder to any action of Obligor, which is subject to consent or approval of the Holder hereunder, shall not be deemed a waiver of the right to require such consent or approval to future or successive actions.

In Witness Whereof, The undersigned has fully executed and delivered this Governmental Lender Note or caused this Governmental Lender Note to be duly executed and delivered by its authorized representative as of the date first set forth above. The undersigned intends that this instrument shall be deemed to be signed and delivered as a sealed instrument.

Obligor:

City of Chicago

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

Name: Carole L. Brown

Title: Chief Financial Officer

[Seal]

Attest:

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

Name: Susana A. Mendoza

Title: City Clerk

(Sub)Exhibit "B".  
(To Funding Loan Agreement With  
The PrivateBank And Trust Company)

*Form Of Required Transferee Representations.*

[\_\_\_\_\_, 20\_\_]

The undersigned, as holder (the "Holder" or the "Funding Lender") of [\$\_\_\_\_\_] Multi-Family Mortgage Revenue Note (East Park Apartments), Series 20\_\_\_\_, dated as of the Closing Date (the "Governmental Lender Note") issued pursuant to an ordinance adopted on \_\_\_\_\_, 20\_\_ (the "Ordinance") by the City of Chicago (the "Governmental Lender") and under a Funding Loan Agreement dated as of \_\_\_\_\_ 1, 20\_\_ (the "Funding Loan Agreement") between the Governmental Lender and Holder, as Funding Lender, hereby represents that:

1. The Funding Lender hereby acknowledges the execution and delivery of the Governmental Lender Note in the original aggregate principal amount of [\$\_\_\_\_\_].

2. The Funding Lender has authority to make the Funding Loan and to execute and deliver these representations and any other instrument and documents required to be executed by the Funding Lender in connection with the execution and delivery of the Governmental Lender Note.

3. The Holder has sufficient knowledge and experience in financial and business matters with respect to the evaluation of residential real estate developments such as the Project to be able to evaluate the risk and merits of the investment represented by the Governmental Lender Note. We are able to bear the economic risks of such investment.

4. The Holder acknowledges that it has either been supplied with or been given access to information, including financial statements and other financial information, to which a reasonable lender would attach significance in making investment decisions, and the Holder has had the opportunity to ask questions and receive answers from knowledgeable individuals concerning the Governmental Lender, the Project, the use of proceeds of the Governmental Lender Note, the Funding Loan Agreement and the Funding Loan and the security therefor so that, as a reasonable lender, the Holder has been able to make its decision to extend the Funding Loan [or an interest therein] and purchase the Governmental Lender Note [or an interest therein]. The Funding Lender understands that the Governmental Lender Note and the Borrower Loan Agreement are not registered under the Securities Act of 1933, as amended, and that such registration is not legally required as of the date hereof; and further understands that the Governmental Lender Note and the Borrower Loan Agreement (i) are not being registered or otherwise qualified for sale under the "Blue Sky" laws and regulations of any state, (ii) will not be listed in any stock or other securities exchange, (iii) will not carry a rating from any rating service and (iv) will be delivered in a form which is not readily marketable. The Holder acknowledges that it has not relied upon the Governmental Lender for any information in connection with the Holder's purchase of the Governmental Lender Note [or an interest therein].

5. As of the date hereof, the Holder is an Approved Transferee (as defined in the Funding Loan Agreement).

6. The Holder acknowledges that it is purchasing the Governmental Lender Note for investment for its own account and not with a present view toward resale or the distribution thereof, in that we do not now intend to resell or otherwise dispose of all or any part of our interests in the Governmental Lender Note. Subject to paragraph 7 below, the Funding Lender acknowledges and agrees that the Governmental Lender Note, or interests therein, can be sold and subsequently transferred only to purchasers that execute and deliver to the Governmental Lender representations from the transferee to substantially the same effect as these required transferee representations or in such other form authorized under the Funding Loan Agreement with no revisions except as may be approved in writing by the Governmental Lender.

7. In the event any placement memorandum to be provided to any subsequent buyer or beneficial owner of such portion of the Governmental Lender Note will disclose information with respect to the Governmental Lender other than its name, location and type of political subdivision and general information with respect to the Funding Loan and Borrower Loan and related documents, the Holder will provide the Governmental Lender with a draft of such placement memorandum and the Governmental Lender shall have the right to approve any description of the Governmental Lender therein (which approval shall not be unreasonably withheld).

8. The Funding Lender understands that the Governmental Lender Note is a limited obligation of the Governmental Lender; payable solely from funds and monies pledged and assigned under the Funding Loan Agreement, and that the liabilities and obligations of the Governmental Lender with respect to the Governmental Lender Note are expressly limited as set forth in the Funding Loan Agreement and related documents. The Funding Lender acknowledges that the Governmental Lender Note is not an indebtedness of the Governmental Lender or a charge against its general credit or the general credit taxing powers of the State, the Governmental Lender, or any other political subdivision thereof, and shall never give rise to any pecuniary liability of the Governmental Lender, and neither the Governmental Lender, the State nor any other political subdivision thereof shall be liable for the payments of principal of and, premium, if any, and interest on the Governmental Lender Note, and the Governmental Lender Note is payable from no other source, but are special, limited obligations of the Governmental Lender, payable solely out of the Security and receipts of the Governmental Lender derived pursuant to the Funding Loan Agreement and the Borrower Loan Agreement. The Funding Lender acknowledges that no holder of the Governmental Lender Note or any interest therein, has the right to compel any exercise of the taxing power of the State, the Governmental Lender or any other political subdivision thereof to pay the Governmental Lender Note or the interest or premium, if any, thereon.

9. Capitalized terms used herein and not otherwise defined have the meanings given such terms in the Funding Loan Agreement.

The PrivateBank and Trust Company

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

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

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

*Exhibit "C".*  
(To Ordinance)

BORROWER LOAN AGREEMENT

Between

CITY OF CHICAGO,

as Governmental Lender

and

EAST PARK REDEVELOPMENT LIMITED PARTNERSHIP

an Illinois limited partnership,

as Borrower

Dated as of \_\_\_\_\_, 20\_\_\_\_

Relating to:

[\$ \_\_\_\_\_ ]

Funding Loan originated by The PrivateBank and Trust Company,

as Funding Lender

The interest of the City of Chicago (the "Governmental Lender") in this Borrower Loan Agreement (except for certain rights described herein) has been pledged and assigned to The PrivateBank and Trust Company, as funding lender (the "Funding Lender"), under that certain Funding Loan Agreement, of even date herewith, by and between the Governmental Lender and the Funding Lender, under which the Funding Lender is originating a loan to the Governmental Lender the proceeds of which are to be used to fund the Borrower Loan made under this Borrower Loan Agreement.

**THIS BORROWER LOAN AGREEMENT** (this "Borrower Loan Agreement") is entered into as of the first day of \_\_\_\_\_, 20\_\_, between the **CITY OF CHICAGO**, a municipality and home rule unit of local government duly organized and validly existing under the constitution and laws of the State of Illinois (together with its successors and assigns, the "Governmental Lender"), and **EAST PARK REDEVELOPMENT LIMITED PARTNERSHIP**, an Illinois limited partnership (together with its successors and assigns, the "Borrower").

**WITNESSETH:**

**RECITALS**

**WHEREAS**, the Governmental Lender has been duly created and organized pursuant to and in accordance with the provisions of Article VII, Section 6 of the 1970 Constitution of the State of Illinois, for the purpose of providing a means of financing the costs of residential ownership and development that will provide decent, safe and sanitary housing for persons of low and moderate income at prices or rentals they can afford; and

**WHEREAS**, the Governmental Lender is authorized: (a) to make loans to any person to provide financing for rental residential developments located within the jurisdiction of the Governmental Lender and intended to be occupied in part by persons of low and moderate income, as determined by the Governmental Lender; (b) to incur indebtedness for the purpose of obtaining moneys to make such loans and provide such financing, to establish necessary reserve funds and to pay administrative costs and other costs incurred in connection with the incurrence of such indebtedness of the Governmental Lender; and (c) to pledge all or any part of the revenues, receipts or resources of the Governmental Lender, including the revenues and receipts to be received by the Governmental Lender from or in connection with such loans, and to mortgage, pledge or grant security interests in such loans or other property of the Governmental Lender in order to secure the payment of the principal or redemption price of and interest on such indebtedness of the Governmental Lender; and

**WHEREAS**, the Borrower has applied to the Governmental Lender for a loan (the "Borrower Loan") for the acquisition, construction, rehabilitation, renovation, and equipping of low-and moderate-income residential facilities consisting of an existing five-story, residential building and related common facilities containing 153 dwelling units consisting of one one-bedroom manager-occupied unit, 152 units, all 152 of which are available to households with incomes up to 60% of area median income, and dedicated for use as low income housing pursuant to the Housing Act (defined herein), and 21 parking spaces, located in the City of Chicago, Cook County, Illinois, known or to be known as East Park Apartments (collectively, the "Project"); and

WHEREAS, the Borrower's repayment obligations under this Borrower Loan Agreement are evidenced by the Borrower Note, as defined herein; and

WHEREAS, the Borrower has requested the Governmental Lender to enter into that certain Funding Loan Agreement, of even date herewith (the "Funding Loan Agreement"), between the Governmental Lender and The PrivateBank and Trust Company (the "Funding Lender"), under which the Funding Lender will make a loan (the "Funding Loan") to the Governmental Lender, the proceeds of which will be loaned under this Borrower Loan Agreement to the Borrower to finance the acquisition, construction, rehabilitation, development, equipping and/or operation of the Project; and

WHEREAS, the Borrower Loan is secured by, among other things, that certain Construction Mortgage, Security Agreement, Assignment of Leases and Rents, and Fixture Filing (as amended, restated and/or supplemented from time to time, the "Security Instrument"), of even date herewith and assigned to the Funding Lender to secure the Funding Loan, encumbering the Project, and will be advanced to Borrower pursuant to this Borrower Loan Agreement, the Construction Funding Agreement and the Funding Loan Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual representations, covenants and agreements herein contained, the parties hereto do hereby agree as follows:

## ARTICLE I

### DEFINITIONS; PRINCIPLES OF CONSTRUCTION

#### Section 1.1. Specific Definitions.

For all purposes of this Borrower Loan Agreement, except as otherwise expressly provided or unless the context otherwise requires: Unless specifically defined herein, all capitalized terms shall have the meanings ascribed thereto in the Security Instrument or, if not defined in the Security Instrument, in the Funding Loan Agreement.

All accounting terms not otherwise defined herein shall have the meanings assigned to them, and all computations herein provided for shall be made, in accordance with GAAP.

All references in this instrument to designated "Articles," "Sections" and other subdivisions are to the designated Articles, Sections and subdivisions of this instrument as originally executed.

All references in this instrument to a separate instrument are to such separate instrument as the same may be amended or supplemented from time to time pursuant to the applicable provisions thereof.

Unless otherwise specified, (i) all references to sections and schedules are to those in this Borrower Loan Agreement, (ii) the words "hereof," "herein" and "hereunder" and words of similar import refer to this Borrower Loan Agreement as a whole and not to any particular provision, (iii) all definitions are equally applicable to the singular and plural forms of the terms defined and (iv) the word "including" means "including but not limited to."

**Section 1.2. Definitions.**

The following terms, when used in this Borrower Loan Agreement (including when used in the above recitals), shall have the following meanings:

**“Act of Bankruptcy”** shall mean the filing of a petition in bankruptcy (or any other commencement of a bankruptcy or similar proceeding) under any applicable bankruptcy, insolvency, reorganization, or similar law, now or hereafter in effect; provided that, in the case of an involuntary proceeding, such proceeding is not dismissed within ninety (90) days after the commencement thereof.

**“ADA”** shall have the meaning set forth in Section 4.1.38 hereof.

**“Additional Borrower Payments”** shall mean the payments payable pursuant to Section 2.5 (Additional Borrower Payments), Section 2.6 (Overdue Payments; Payments in Default), Section 5.14 (Expenses), Section 10 of the Borrower Note (Voluntary and Involuntary Payments), and Section(s) \_\_\_\_\_ of the Construction Funding Agreement.

**“Agreement of Environmental Indemnification”** shall mean the Environmental Indemnity Agreement, of even date herewith, executed by the Borrower and Guarantor for the benefit of the Funding Lender and any lawful holder, owner or pledgee of the Borrower Note from time to time.

**“Appraisal”** shall mean an appraisal of the Project and Improvements, which appraisal shall be (i) performed by a qualified appraiser licensed in the State selected by Funding Lender, and (ii) satisfactory to Funding Lender (including, without limitation, as adjusted pursuant to any internal review thereof by Funding Lender) in all respects.

**“Architect”** shall mean any licensed architect, space planner or design professional that Borrower may engage from time to time, with the approval of Funding Lender, to design any portion of the Improvements, including the preparation of the Plans and Specifications.

**“Architect’s Agreement”** means any agreement that Borrower and any Architect from time to time may execute pursuant to which Borrower engages such Architect to design any portion of the Improvements, including the preparation of the Plans and Specifications, as approved by Funding Lender.

**“Authorized Borrower Representative”** shall mean a person at the time designated and authorized to act on behalf of the Borrower by a written certificate furnished to the Governmental Lender, the Funding Lender and the Servicer and containing the specimen signature of such person and signed on behalf of the Borrower by its Borrower Controlling Entity which certificate may designate one or more alternates.

**“Bankruptcy Code”** shall mean the United States Bankruptcy Reform Act of 1978, as amended from time to time, or any substitute or replacement legislation.



**"Bankruptcy Event"** means any of the following: (i) (A) the commencement of a voluntary case under one or more of the Insolvency Laws by the Borrower; (B) the acknowledgment in writing by the Borrower that it is unable to pay its debts generally as they mature; (C) the making of a general assignment for the benefit of creditors by the Borrower; (D) the commencement of an involuntary case under one or more Insolvency Laws against the Borrower; or (E) the appointment of a receiver, liquidator, custodian, sequestrator, trustee or other similar officer who exercises control over the Borrower or any substantial part of the assets of the Borrower provided that any proceeding or case under (D) or (E) above is not dismissed within 60 days after filing; or (ii) Any of General Partner or Guarantor (or any Affiliate of General Partner or Guarantor) files an involuntary petition against Borrower under one or more of the Insolvency Laws.

**"Bankruptcy Proceeding"** shall have the meaning set forth in Section 4.1.8 hereof.

**"Beneficiary Parties"** shall mean, collectively, the Funding Lender and the Governmental Lender.

**"Borrower"** shall have the meaning set forth in the recitals to this Borrower Loan Agreement.

**"Borrower Controlling Entity"** shall mean, if the Borrower is a partnership, any general partner or managing partner of the Borrower, or if the Borrower is a limited liability company, the manager or managing member of the Borrower, or if the Borrower is a not for profit corporation, the shareholders thereof.

[**"Borrower Deferred Equity"** shall mean the Equity Contributions, if any to be made by the Equity Investor to Borrower pursuant to the Partnership Agreement, other than Borrower Initial Equity, in accordance with the following schedule:]

| <u>Amount</u> | <u>Date</u> |
|---------------|-------------|
| \$ _____      | _____, 20__ |
| \$ _____      | _____, 20__ |

**"Borrower Initial Equity"** shall mean an initial installment of the Equity Contributions made to Borrower by the Equity Investor in an amount of at least \$100.00 (ONE HUNDRED U.S. DOLLARS) to be made on or prior to the Closing Date.

**"Borrower Loan"** shall mean the mortgage loan made by the Governmental Lender to the Borrower pursuant to this Borrower Loan Agreement, in the maximum principal amount of the Borrower Loan Amount, as evidenced by the Borrower Note.

**"Borrower Loan Agreement"** shall mean this Borrower Loan Agreement.

**"Borrower Loan Amount"** shall mean [\$\_\_\_\_\_], the original maximum aggregate principal amount of the Borrower Note.

**"Borrower Loan Documents"** shall mean this Borrower Loan Agreement, the Construction Funding Agreement, the Borrower Note, the Security Instrument, the Agreement of Environmental Indemnification, the Guaranty, the Replacement Reserve Agreement, the Assignments required by the terms of the Construction Funding Agreement and all other documents or agreements evidencing or relating to the Borrower Loan.

**"Borrower Loan Payment Date"** shall mean (i) the date upon which regularly scheduled Borrower Loan Payments are due pursuant to the Borrower Note, or (ii) any other date on which the Borrower Note is prepaid or paid, whether at the scheduled maturity or upon the acceleration of the maturity thereof.

**"Borrower Loan Payments"** shall mean the monthly loan payments payable pursuant to the Borrower Note.

**"Borrower Loan Proceeds"** shall mean proceeds of the Borrower Loan, to be disbursed in accordance with Section 2.10 of this Borrower Loan Agreement and the Funding Loan Agreement.

**"Borrower Note"** shall mean that certain Multifamily Note dated as of the Closing Date in the original maximum principal amount of \$\_\_\_\_\_ made by Borrower and payable to Governmental Lender, as endorsed and assigned to the Funding Lender, as it may be amended, supplemented or replaced from time to time.

**"Borrower Payment Obligations"** shall mean all payment obligations of the Borrower under the Borrower Loan Documents, including, but not limited to, the Borrower Loan Payments and the Additional Borrower Payments.

**"Business Day"** shall mean any day other than (i) a Saturday or Sunday, or (ii) a day on which federally insured depository institutions in New York, New York, Chicago, Illinois or the cities in which the offices of the Funding Lender are located are authorized or obligated by law, regulation, governmental decree or executive order to be closed.

**"Calendar Month"** shall mean each of the twelve (12) calendar months of the year.

**"CC&R's"** shall mean any covenants, conditions, restrictions, maintenance agreements or reciprocal easement agreements affecting the Project or the Mortgaged Property.

**"City"** shall mean the City of Chicago, Illinois.

**"Closing Date"** shall mean \_\_\_\_\_, 20\_\_, the date that the initial Borrower Loan Proceeds are disbursed hereunder.

**"Code"** shall mean the Internal Revenue Code of 1986 as in effect on the Closing Date or (except as otherwise referenced herein) as it may be amended to apply to obligations issued on

the Closing Date, together with applicable proposed, temporary and final regulations promulgated, and applicable official public guidance published, under the Code.

**"Collateral"** shall mean all collateral described in (i) this Borrower Loan Agreement (including, without limitation, all property in which the Funding Lender is granted a security interest pursuant to any provision of this Borrower Loan Agreement), (ii) the Security Instrument, or (iii) any other Security Document, which Collateral shall include the Project, all of which collateral is pledged and assigned to Funding Lender under the Funding Loan Agreement to secure the Funding Loan.

**"Completion"** shall have the meaning set forth in Section 5.25.

**"Completion Date"** shall mean \_\_\_\_\_, 20\_\_.

**"Computation Date"** shall have the meaning ascribed thereto in Section 1.148-3(e) of the Regulations.

**"Condemnation"** shall mean any action or proceeding or notice relating to any proposed or actual condemnation or other taking, or conveyance in lieu thereof, of all or any part of the Project, whether direct or indirect.

**"Construction Consultant"** shall mean a third-party architect or engineer selected and retained by Funding Lender, at the cost and expense of Borrower, to monitor the progress of construction and/or rehabilitation of the Project and to inspect the Improvements to confirm compliance with this Borrower Loan Agreement.

**"Construction Contract"** shall mean any agreement that Borrower and any Contractor from time to time may execute pursuant to which Borrower engages the Contractor to construct any portion of the Improvements, as approved by Funding Lender.

**"Construction Escrow Agreement"** shall mean that certain Escrow Agreement, dated \_\_\_\_\_, 20\_\_, among the Title Company named therein, in its capacity as escrow agent, Governmental Lender, Funding Lender, any subordinate lenders named therein, and Borrower, as such agreement may be amended, modified, supplemented and replaced from time to time.

**"Construction Funding Agreement"** means that certain Note Acquisition and Bridge Loan Agreement of even date herewith, between the Funding Lender, [as agent for the Governmental Lender,] and Borrower, pursuant to which the Borrower Loan will be advanced by the Funding Lender (or the Servicer on its behalf), as agent of the Governmental Lender, to the Borrower as such agreement may be amended, modified, supplemented and replaced from time to time.

**"Construction Schedule"** shall mean a schedule of construction or rehabilitation progress with the anticipated commencement and completion dates of each phase of construction or rehabilitation, as the case may be, and the anticipated date and amounts of each Disbursement for the same, as approved by Funding Lender.

**[Continuing Disclosure Agreement]** shall mean that certain Continuing Disclosure Agreement of even date herewith, between the Borrower and the Funding Lender, pursuant to which the Borrower agrees to provide certain information with respect to the Project, the Borrower and the Funding Loan subsequent to the Closing Date, as amended, supplemented or restated from time to time.]

**“Contractor”** shall mean any licensed general contractor or subcontractor that Borrower may directly engage from time to time, with the approval of Funding Lender, to construct and/or rehabilitate any portion of the Improvements.

**“Contractual Obligation”** shall mean, for any Person, any debt or equity security issued by that Person, and any indenture, mortgage, deed of trust, contract, undertaking, instrument or agreement (written or oral) to which such Person is a party or by which it is bound, or to which it or any of its assets is subject.

**“Cost Breakdown”** shall mean the budget for the Project attached as an exhibit to the Construction Funding Agreement and as the same may be amended from time to time with Funding Lender’s consent.

**“Costs of Funding”** shall mean the Governmental Lender’s Closing Fee and the fees, costs, expenses and other charges incurred in connection with the funding of the Borrower Loan and the Funding Loan, the negotiation and preparation of this Borrower Loan Agreement and each of the other Borrower Loan Documents and Funding Loan Documents and shall include, but shall not be limited to, the following: (i) counsel fees (including but not limited to Tax Counsel, counsel to the Governmental Lender, Borrower’s counsel, and Funding Lender’s counsel); (ii) financial advisor fees incurred in connection with the closing of the Borrower Loan and the Funding Loan; (iii) certifying and authenticating agent fees and expenses related to funding of the Funding Loan; (iv) printing costs (for any preliminary and final offering materials relating to the Funding Loan); (v) any recording fees; (vi) any additional fees charged by the Governmental Lender; and (vii) costs incurred in connection with the required public notices generally and costs of the public hearing.

**“Costs of Funding Deposit”** shall mean the amount required to be deposited by the Borrower with the Title Company (or a separate escrow company, if applicable) to pay Costs of Funding in connection with the closing of the Borrower Loan and the Funding Loan on the Closing Date.

**“Cost of Improvements”** shall mean the costs for the Improvements, as set forth on the Cost Breakdown.

**“County”** shall mean Cook County, Illinois.

**“Date of Disbursement”** shall mean the date of a Disbursement.

**“Day” or “Days”** shall mean calendar days unless expressly stated to be Business Days.

**“Debt”** shall mean, as to any Person, any of such Person’s liabilities, including all

indebtedness (whether recourse and nonrecourse, short-term and long-term, direct and contingent), all committed and unfunded liabilities, and all unfunded liabilities, that would appear upon a balance sheet of such Person prepared in accordance with GAAP.

**“Default Rate”** shall have the meaning given to that term in the Borrower Note.

**“Determination of Taxability”** shall mean (i) a determination by the Commissioner or any District Director of the Internal Revenue Service, (ii) a private ruling or Technical Advice Memorandum concerning the Governmental Lender Note issued by the National Office of the Internal Revenue Service in which Governmental Lender and Borrower were afforded the opportunity to participate, (iii) a determination by any court of competent jurisdiction, (iv) the enactment of legislation or (v) receipt by the Funding Lender, at the request of the Governmental Lender, the Borrower or the Funding Lender, of an opinion of Tax Counsel, in each case to the effect that the interest on the Governmental Lender Note is includable in gross income for federal income tax purposes of any holder or any former holder of all or a portion of the Governmental Lender Note, other than a holder who is a “substantial user” of the Project or a “related person” (as such terms are defined in Section 147(a) of the Code) to a “substantial user”; provided, however, that no such Determination of Taxability under clause (i) or (iii) shall be deemed to have occurred if the Governmental Lender (at the sole expense of the Borrower), the Funding Lender (at the sole expense of the Borrower) or the Borrower is contesting such determination, has elected to contest such determination in good faith and is proceeding with all applicable dispatch to prosecute such contest until the earliest of (a) a final determination from which no appeal may be taken with respect to such determination, (b) abandonment of such appeal by the Governmental Lender or the Borrower, as the case may be, or (c) one year from the date of initial determination.

**“Developer Fee”** shall mean the fees and/or compensation payable to Habitat East Park Redevelopment, LLC, as developer, pursuant to the Development Fee Agreement dated \_\_\_\_\_, 20\_\_, between Borrower and such developer, which fees and/or compensation shall not be paid except as otherwise permitted pursuant to Section 6.13(b).

**“Disbursement”** means a disbursement of Borrower Loan Proceeds and Other Borrower Moneys pursuant to this Borrower Loan Agreement.

**“Engineer”** shall mean any licensed civic, structural, mechanical, electrical, soils, environmental or other engineer that Borrower may engage from time to time, with the approval of Funding Lender, to perform any engineering services with respect to any portion of the Improvements.

**“Engineer’s Contract”** shall mean any agreement that Borrower and any Engineer from time to time may execute pursuant to which Borrower engages such Engineer to perform any engineering services with respect to any portion of the Improvements, as approved by Funding Lender.

**“Equipment”** shall have the meaning given to the term in the UCC.

**“Equity Contributions”** shall mean the equity to be contributed by, or on behalf of, the Equity Investor to Borrower, in accordance with and subject to the terms of the Partnership Agreement.

**“Equity Investor”** shall mean Stratford East Park Investors Limited Partnership, a Massachusetts limited partnership, its successors and assigns.

**“ERISA”** shall mean the Employment Retirement Income Security Act of 1974, as amended from time to time, and the rules and regulations promulgated thereunder.

**“ERISA Affiliate”** shall mean all members of a controlled group of corporations and all trades and business (whether or not incorporated) under common control and all other entities which, together with the Borrower, are treated as a single employer under any or all of Section 414(b), (c), (m) or (o) of the Code.

**“Event of Default”** shall mean any Event of Default set forth in Section 8.1 of this Borrower Loan Agreement. An Event of Default shall “exist” if a Potential Default shall have occurred and be continuing beyond any applicable cure period.

**“Exchange Act”** shall mean the Securities Exchange Act of 1934, as amended.

**“Expenses of the Project”** shall mean, for any period, the current expenses, paid or accrued, for the operation, maintenance and current repair of the Project, (including the funding of any replacement reserve) as calculated in accordance with GAAP, and shall include, without limiting the generality of the foregoing, salaries, wages, employee benefits, cost of materials and supplies, costs of routine repairs, renewals, replacements and alterations occurring in the usual course of business, costs and expenses properly designated as capital expenditures (e.g., repairs which would not be payable from amounts on deposit in a repair and replacement fund held pursuant to the Borrower Loan Documents), a management fee (however characterized) not to exceed 6.0% of Gross Income, costs of billings and collections, costs of insurance, and costs of audits. Expenses of the Project shall not include any payments, however characterized, on account of any subordinate financing in respect of the Project or other indebtedness, allowance for depreciation, amortization or other non-cash items, gains and losses or prepaid expenses not customarily prepaid.

**“Fair Market Value”** shall mean the price at which a willing buyer would purchase the investment from a willing seller in a bona fide, arm’s length transaction (determined as of the date the contract to purchase or sell the investment becomes binding) if the investment is traded on an established securities market (within the meaning of Section 1273 of the Code) and, otherwise, the term “Fair Market Value” means the acquisition price in a bona fide arm’s length transaction (as referenced above) if (i) the investment is a certificate of deposit that is acquired in accordance with applicable regulations under the Code, (ii) the investment is an agreement with specifically negotiated withdrawal or reinvestment provisions and a specifically negotiated interest rate (for example, a guaranteed investment contract, a forward supply contract or other investment agreement) that is acquired in accordance with applicable regulations under the Code, (iii) the investment is a United States Treasury Security State and Local Government Series that

is acquired in accordance with applicable regulations of the United States Bureau of Public Debt, or (iv) the investment is an interest in any commingled investment fund in which the Governmental Lender and related parties do not own more than a ten percent (10%) beneficial interest therein if the return paid by the fund is without regard to the source of investment.

**"FHLB Grant"** means a grant, if any, in the amount of \$850,000 made by the Federal Home Loan Bank through the Funding Lender to the Sponsor (as defined herein) which the Sponsor shall in turn loan such funds to the Borrower in relation to the Project.

**"Funding Lender"** shall mean The PrivateBank and Trust Company, an Illinois state chartered bank, in its capacity as lender of the Funding Loan.

**"Funding Loan"** means the Funding Loan in the original maximum principal amount of \$\_\_\_\_\_ made by Funding Lender to Governmental Lender under the Funding Loan Agreement, the proceeds of which are used by the Governmental Lender to make the Borrower Loan.

**"Funding Loan Agreement"** means the Funding Loan Agreement, of even date herewith, between the Governmental Lender and the Funding Lender, as it may from time to time be supplemented, modified or amended by one or more amendments or other instruments supplemental thereto pursuant to the applicable provisions thereof.

**"Funding Loan Documents"** shall have the meaning given to that term in the Funding Loan Agreement.

**"GAAP"** shall mean generally accepted accounting principles as in effect on the date of the application thereof and consistently applied throughout the periods covered by the applicable financial statements.

**"General Partner"** shall mean East Park Redevelopment LLC, an Illinois limited liability company, and/or any other Person that the partners of the Borrower, with the prior written approval of the Funding Lender (or as otherwise permitted with the Funding Lender's approval pursuant to the Borrower Loan Documents), select to be a general partner of the Borrower.

**"Governmental Authority"** shall mean (i) any governmental municipality or political subdivision thereof, (ii) any governmental or quasi-governmental agency, authority, board, bureau, commission, department, instrumentality or public body, or (iii) any court, administrative tribunal or public utility, agency, commission, office or authority of any nature whatsoever for any governmental unit (federal, state, county, district, municipal, city or otherwise), now or hereafter in existence.

**"Governmental Lender"** shall have the meaning set forth in the recitals to this Borrower Loan Agreement.

**"Governmental Lender Note"** shall mean that certain City of Chicago Multi-Family Housing Revenue Note (East Park Apartments), Series 20\_\_, dated the Closing Date in the original maximum principal amount of [\$\_\_\_\_\_], made by the Governmental Lender and

payable to Funding Lender, as it may be amended, supplemented or replaced from time to time.

**"Governmental Lender's Closing Fee"** shall mean an amount equal to 1.5% of the original principal amount of the Governmental Lender Note. The Governmental Lender's Closing Fee is payable to the Governmental Lender on the Closing Date, pursuant to Section 2.3(c)(iii) hereof.

**"Gross Income"** shall mean all receipts, revenues, income and other moneys received or collected by or on behalf of Borrower and derived from the ownership or operation of the Project, if any, and all rights to receive the same, whether in the form of accounts, accounts receivable, contract rights or other rights, and the proceeds of such rights, and whether now owned or held or hereafter coming into existence and proceeds received upon the foreclosure sale of the Project. Gross Income shall not include loan proceeds, equity or capital contributions, or tenant security deposits being held by Borrower in accordance with applicable law.

**"Gross Proceeds"** shall mean, without duplication, the aggregate of:

- (a) the net amount (after payment of all expenses of originating the Funding Loan) of Funding Loan proceeds received by the Governmental Lender as a result of the origination of the Funding Loan;
- (b) all amounts received by the Governmental Lender as a result of the investment of the Funding Loan proceeds;
- (c) any amounts held in any fund or account to the extent that the Governmental Lender reasonably expects to use the amounts in such fund to pay any portion of the Funding Loan; and
- (d) any securities or obligations pledged by the Governmental Lender or by the Borrower as security for the payment of any portion of the Funding Loan.

**"Guarantor"** shall mean The Habitat Company LLC, an Illinois limited liability company or any other person or entity which may hereafter become a Guarantor of any of the Borrower's obligations under the Borrower Loan.

**"Guaranty"** shall mean, collectively, (i) the Guaranty of Payment, of even date herewith, by the Guarantor for the benefit of the Funding Lender, and (ii) the Guaranty of Completion, of even date herewith, by the Guarantor for the benefit of the Funding Lender.

**"Housing Act"** shall mean the United States Housing Act of 1937 (42 USC §1437, et seq.), as amended from time to time, any successor legislation and all implementing regulations issued thereunder or in furtherance thereof.

**"Improvements"** shall mean the multifamily residential project of 153 units, consisting of one one-bedroom manager occupied residential unit, and 152 rental units all of which will be income-restricted, together with related common areas and parking facilities, to be substantially rehabilitated, renovated, and constructed upon the Land and known or to be known as East Park



Apartments, and all other buildings, structures, fixtures, wiring, systems, equipment and other improvements and personal property to be constructed, rehabilitated and/or installed at or on the Land in accordance with the Cost Breakdown and the Plans and Specifications.

**"Indemnified Party"** shall have the meaning set forth in Section 5.15 hereof.

**"Insolvency Laws"** means the United States Bankruptcy Code, 11 U.S.C. §101, et seq., together with any other federal or state law affecting debtor and creditor rights or relating to the bankruptcy, insolvency, reorganization, arrangement, readjustment of debt, dissolution, liquidation or similar proceeding, as amended from time to time, to the extent applicable to Borrower.

**"Installment Computation Date"** shall mean any Computation Date other than the first Computation Date or the final Computation Date.

**"Interest Rate"** shall mean the rate of interest accruing on the Borrower Loan pursuant to the Borrower Note.

**"Land"** means the real property described on Exhibit A to the Security Instrument.

**"Late Charge"** shall mean the amount due and payable as a late charge on overdue payments under the Borrower Note, as provided in Section 7 of the Borrower Note and Section 2.5 hereof.

**"Legal Action"** shall mean an action, suit, investigation, inquiry, proceeding or arbitration at law or in equity or before or by any foreign or domestic court, arbitrator or other Governmental Authority.

**"Legal Requirements"** shall mean statutes, laws, rules, orders, regulations, ordinances, judgments, decrees and injunctions of Governmental Authorities affecting all or part of the Project or any property (including the Project) or the construction, rehabilitation, use, alteration or operation thereof, whether now or hereafter enacted and in force, and all permits, licenses and authorizations and regulations relating thereto, and all covenants, agreements, restrictions and encumbrances contained in any instrument, either of record or known to the Borrower, at any time in force affecting all or part of the Project, including any that may (i) require repairs, modifications or alterations in or to all or part of the Project, or (ii) in any way limit the use and enjoyment thereof.

**"Liabilities"** shall have the meaning set forth in Section 5.15 hereof. **"Licenses"** shall have the meaning set forth in Section 4.1.22 hereof.

**"Lien"** shall mean any interest, or claim thereof, in the Project securing an obligation owed to, or a claim by, any Person other than the owner of the Project, whether such interest is based on common law, statute or contract, including the lien or security interest arising from a deed of trust, mortgage, deed to secure debt, assignment, encumbrance, pledge, security agreement, conditional sale or trust receipt or a lease, consignment or bailment for security purposes. The term **"Lien"** shall include reservations, exceptions, encroachments, easements,

rights of way, covenants, conditions, restrictions, leases and other title exceptions and encumbrances affecting the Project.

**"Management Agreement"** shall mean the Management Agreement (and a supplement thereto) between the Borrower and the Manager, pursuant to which the Manager is to manage the Project, as same may be amended, restated, replaced, supplemented or otherwise modified from time to time.

**"Manager"** shall mean the management company to be employed by the Borrower and approved by the Funding Lender in accordance with the terms of any of the Borrower Loan Documents.

**"Material Adverse Change"** means any set of circumstances or events which (a) has or could reasonably be expected to have any material adverse effect whatsoever upon the validity or enforceability of this Borrower Loan Agreement or any other Borrower Loan Document; (b) is or could reasonably be expected to be material and adverse to the business, properties, assets, financial condition, results of operations or prospects of the Borrower, the General Partner, Guarantor or the Mortgaged Property; (c) could reasonably be expected to impair materially the ability of the Borrower, the General Partner, or Guarantor to duly and punctually pay or perform any of their respective obligations under any of the Borrower Loan Documents to which they are a party; or (d) impairs materially or could reasonably be expected to impair materially any rights of or benefits available to the Governmental Lender under this Borrower Loan Agreement or any other Borrower Loan Document, including, without limitation, the ability of Governmental Lender or, upon the assignment of the Borrower Loan to it, of the Funding Lender, to the extent permitted, to enforce its legal remedies pursuant to this Borrower Loan Agreement or any other Borrower Loan Document.

**"Mortgaged Property"** shall have the meaning given to that term in the Security Instrument.

**"Net Operating Income"** shall mean: (i) the Gross Income, less (ii) the Expenses of the Project.

**"Nonpurpose Investment"** shall mean any investment property (as defined in Section 148(b) of the Code) that is acquired with the Gross Proceeds of the Funding Loan and which is not acquired to carry out the governmental purpose of the Funding Loan.

**"Other Borrower Moneys"** shall mean monies of Borrower other than Borrower Loan Proceeds and includes, but is not limited to, the Subordinate Debt, Net Operating Income, the Borrower's Equity Contributions and any other funds contributed by or loaned to the Borrower for application to the Cost of Improvements or other costs associated with the Project.

**"Other Charges"** shall mean all maintenance charges, impositions other than Taxes, insurance premiums, and any other charges, including vault charges and license fees for the use of vaults, chutes and similar areas adjoining the Project, now or hereafter levied or assessed or imposed against the Project or any part thereof.

**"Partnership Agreement"** shall mean that certain Amended and Restated Agreement of Limited Partnership of the Borrower dated \_\_\_\_\_, 20\_\_, as the same may be amended, restated or modified in accordance with its terms.

**"Patriot Act"** shall mean the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT ACT) of 2001, as the same may be amended from time to time, and corresponding provisions of future laws.

**"Patriot Act Offense"** shall have the meaning set forth in Section 4.1.48 hereof.

**"Payment Obligations"** shall mean all obligations of Borrower for the payment of money to the Governmental Lender or to any other person under the Borrower Note, this Borrower Loan Agreement or under any other Borrower Loan Document.

**"Permitted Encumbrances"** shall have the meaning given to that term in the Security Instrument.

**"Permitted Lease"** shall mean a lease and occupancy agreement pursuant to the form approved by Funding Lender, to a residential tenant in compliance with the Legal Requirements, providing for an initial term of not less than six (6) months nor more than two (2) years.

**"Person"** shall mean a natural person, a partnership, a joint venture, an unincorporated association, a limited liability company, a corporation, a trust, any other legal entity, or any Governmental Authority.

**"Plan"** shall mean (i) an employee benefit or other plan established or maintained by the Borrower or any ERISA Affiliate or to which the Borrower or any ERISA Affiliate makes or is obligated to make contributions and (ii) which is covered by Title IV of ERISA or Section 302 of ERISA or Section 412 of the Code.

**"Plans and Specifications"** shall mean the plans and specifications for the construction and/or rehabilitation, as the case may be, of the Project approved by Funding Lender.

**"Potential Default"** shall mean the occurrence of an event which, under this Borrower Loan Agreement or any other Borrower Loan Document, would, but for the giving of notice or passage of time, be an Event of Default.

**"Prepayment Premium"** shall mean any premium payable by the Borrower pursuant to the Borrower Loan Documents in connection with a prepayment of the Borrower Note (including any prepayment premium as set forth in the Borrower Note).

**"Prohibited Transfer"** shall have the meaning given to that term in the Security Instrument.

**"Project"** shall mean the Mortgaged Property (as defined in the Security Instrument) and Improvements thereon owned by the Borrower and encumbered by the Security Instrument,

together with all rights pertaining to such real property and Improvements, as more particularly described in the Granting Clauses of the Security Instrument and referred to therein as the "Mortgaged Property."

**"Project Agreements and Licenses"** shall mean any and all Construction Contracts, Engineer's Contracts and Management Agreements, and all other rights, licenses, permits, easements, franchises, authorizations, approvals and agreements relating to use, occupancy, operation or leasing of the Project or the Mortgaged Property.

**"Provided Information"** shall have the meaning set forth in Section 9.1.1 (a) hereof.

**"Qualified Project Costs"** shall mean costs paid with respect to the Project that meet each of the following requirements: (i) the costs are properly chargeable to capital account (or would be so chargeable with a proper election by the Borrower or but for a proper election by the Borrower to deduct such costs) in accordance with general federal income tax principles and in accordance with Section 1.103-8(a)(1) of the Regulations, provided, however, that only such portion of the interest accrued during rehabilitation or construction of the Project (in the case of rehabilitation, with respect to vacated units only) shall be eligible to be a Qualified Project Cost as bears the same ratio to all such interest as the Qualified Project Costs bear to all costs of the acquisition and construction or rehabilitation of the Project; and provided further that interest accruing after the date of completion of the Project shall not be a Qualified Project Cost; and provided still further that if any portion of the Project is being constructed or rehabilitated by an Affiliate (whether as general contractor or a subcontractor), Qualified Project Costs shall include only (A) the actual out of pocket costs incurred by such affiliate in constructing or rehabilitating the Project (or any portion thereof), (B) any reasonable fees for supervisory services actually rendered by such affiliate, and (C) any overhead expenses incurred by such affiliate 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 rehabilitation or construction of the Project or payments received by such affiliate due to early completion of the Project (or any portion thereof); (ii) the costs are paid with respect to a qualified residential rental project or projects within the meaning of Section 142(d) of the Code, (iii) the costs are paid after the earlier of 60 days prior to April 13, 2016, being the date on which the Governmental Lender first declared its "official intent" to reimburse costs paid with respect to the Project (within the meaning of Section 1.150-2 of the Regulations) or the date of issue of the Funding Loan, and (iv) if the costs of the acquisition and construction or rehabilitation of the Project were previously paid and are to be reimbursed with proceeds of the Funding Loan such costs were (A) "preliminary expenditures" (within the meaning of Section 1.150-2(f)(2) of the Regulations) with respect to the Project (such as architectural, engineering and soil testing services) incurred before commencement of acquisition and construction or rehabilitation of the Project that do not exceed twenty percent (20%) of the issue price of the Governmental Lender Note (as defined in Section 1.148-1 of the Regulations), or (B) were capital expenditures with respect to the Project that are reimbursed no later than 18 months after the later of the date the expenditure was paid or the date the Project is placed in service (but no later than three years after the expenditures is paid); provided, however, that (w) Costs of Funding shall not be deemed to be Qualified Project Costs; (x) fees, charges or profits (including, without limitation, developer fees) payable to the

Borrower or a "related person" (within the meaning of Section 144(a)(3) of the Code) shall not be deemed to be Qualified Project Costs; (y) letter of credit fees and municipal bond insurance premiums which represent a transfer of credit risk shall be allocated between Qualified Project Costs and other costs and expenses to be paid from the proceeds of the Funding Loan; and (z) letter of credit fees and municipal bond insurance premiums which do not represent a transfer of credit risk (including, without limitation, letter of credit fees payable to a "related person" to the Borrower) shall not constitute Qualified Project Costs.

**"Rebate Amount"** shall mean, for any given period, the amount determined by the Rebate Analyst as required to be rebated or paid as a yield reduction payment to the United States of America with respect to the Funding Loan.

**"Rebate Analyst"** shall mean the rebate analyst selected by the Borrower prior to the Closing Date and acceptable to the Governmental Lender and the Funding Lender. The initial Rebate Analyst shall be \_\_\_\_\_.

**"Rebate Analyst's Fee"** shall mean the annual fee of the Rebate Analyst in the amount of \$ \_\_\_\_\_. The Rebate Analyst's Fee is payable by the Borrower to the Rebate Analyst, commencing \_\_\_\_\_, \_\_\_\_\_, every fifth anniversary thereof, or as otherwise required by the Internal Revenue Code of 1986, as amended, and the Maturity Date.

**"Rebate Fund"** shall mean the Rebate Fund created pursuant to Section 5.35 hereof.

**"Redevelopment Agreement"** shall mean that certain Redevelopment Agreement of even date herewith, by and among the Governmental Lender, Borrower and the Sponsor.

**"Related Documents"** shall mean, collectively, any agreement or other document (other than the Borrower Loan Documents) granting a security interest (including each agreement that is the subject of any Borrower Loan Document), the Partnership Agreement, and any other agreement, instrument or other document (not constituting a Borrower Loan Document) relating to or executed in connection with the transactions contemplated by this Borrower Loan Agreement.

**"Replacement Reserve Agreement"** shall mean any replacement reserve agreement between the Borrower and the Funding Lender, as the same may be amended, restated or supplemented from time to time.

**"Replacement Reserve Fund Requirement"** means Borrower's funding obligations from time to time under the Replacement Reserve Agreement.

**"Retainage"** shall mean, for each Construction Contract, the greater of (a) ten percent (10%) of all amounts required to be paid by a Contractor under the Construction Contract and (b) the actual retainage required under such Construction Contract, which shall be released upon satisfaction of the conditions set forth in Section \_\_\_\_ of the Construction Funding Agreement.

**"Secondary Market Disclosure Document"** shall have the meaning set forth in Section 9.1.2 hereof.

**"Secondary Market Transaction"** shall have the meaning set forth in Section 9.1.1 hereof.

**"Securities"** shall have the meaning set forth in Section 9.1.1 hereof.

**"Securities Act"** shall mean the Securities Act of 1933, as amended.

**"Security"** shall have the meaning set forth in Article IV of the Funding Loan Agreement.

**"Security Documents"** shall mean the Security Instrument, the Replacement Reserve Agreement, the Assignment of Redevelopment Agreement (as such terms are defined in the Construction Funding Agreement), this Borrower Loan Agreement, the Agreement of Environmental Indemnification, the collateral assignment of the general partner's interests of the Borrower, an Assignment of the Equity Investor's capital contributions to the Borrower, an assignment of the Developer Fee, and such other security instruments that Funding Lender may reasonably request.

**"Security Instrument"** shall have the meaning set forth in the recitals to this Borrower Loan Agreement.

**"Servicer"** shall mean the Servicer contracting with or appointed by the Funding Lender to service the Borrower Loan. The initial Servicer shall be The PrivateBank and Trust Company.

**"Servicing Agreement"** shall mean any servicing agreement or master servicing agreement, if any, between the Servicer and the Funding Lender relating to the servicing of the Borrower Loan and any amendments thereto or any replacement thereof.

**"Sponsor"** shall mean Generations Housing Initiatives, an Illinois not for profit corporation.

**"State"** shall mean the State in which the Project is located.

**"Subordinate Debt"** shall mean the subordinate loans to Borrower (i) in the amount of \$4,285,676 made by the Illinois Department of Housing Authority; (ii) [a loan of the Federal Home Loan Bank grant proceeds, if any, in the amount of \$850,000 by the Sponsor to the Borrower; and (iii)] TIF Funds in the amount not to exceed \$5,212,175 being made by the Sponsor to the Borrower, all made pursuant to the Subordinate Loan Documents.

**"Subordinate Lender"** shall mean collectively the Illinois Housing Development Authority, the Sponsor, [and the Funding Lender in its role as administrator of the Affordable Housing Program Grant from the Federal Home Loan Bank], and each as applicable.

**"Subordinate Loan Documents"** shall mean, collectively, all instruments, agreements and other documents evidencing, securing or otherwise relating to the Subordinate Debt or executed and delivered by Borrower and/or a Subordinate Lender in connection with the Subordinate Debt.

**"Substantial Completion Date"** means the date that is three (3) months prior to the Completion Date.

**"Substantially Complete"** or **"Substantially Completed"** means the Funding Lender has determined that construction or rehabilitation, as the case may be, of the Improvements is sufficiently complete such that the Improvements can be occupied by tenants as a multifamily residential rental project.

**"Tax Counsel"** shall have the meaning set forth in the Funding Loan Agreement.

**"Taxes"** shall mean all real estate and personal property taxes, assessments, water rates or sewer rents, now or hereafter levied or assessed or imposed against all or part of the Project.

**"Term"** shall mean the term of this Borrower Loan Agreement pursuant to Section 10.14.

**"Title Company"** means \_\_\_\_\_.

**"Title Insurance Policy"** shall mean the mortgagee title insurance policy, in form acceptable to the Funding Lender, issued with respect to the Mortgaged Property and insuring the lien of the Security Instrument.

**"UCC"** shall mean the Uniform Commercial Code as in effect in the State. **"Unit"** shall mean a residential apartment unit within the Improvements.

**"Written Consent"** and **"Written Notice"** shall mean a written consent or notice signed by an Authorized Borrower Representative or an authorized representative of the Governmental Lender or the Funding Lender, as appropriate.

## ARTICLE II GENERAL

### Section 2.1. Origination of Borrower Loan.

In order to provide funds for the purposes provided herein, the Governmental Lender agrees that it will, in accordance with the Ordinance, enter into the Funding Loan Agreement and accept the Funding Loan from the Funding Lender. The proceeds of the Funding Loan shall be advanced by the Funding Lender to the Borrower in accordance with the terms of the Construction Funding Agreement, the Funding Loan Agreement and this Borrower Loan Agreement.

The Governmental Lender hereby appoints the Funding Lender as its agent with full authority and power to act on its behalf to disburse the Borrower Loan for the account of the Governmental Lender, to take certain actions and exercise certain remedies with respect to the Borrower Loan, and for the other purposes set forth in this Borrower Loan Agreement and to do all other acts necessary or incidental to the performance and execution thereof, except as provided in Section 2.2(b) hereof. This appointment is coupled with an interest and is irrevocable

except as expressly set forth herein. Accordingly, references to the rights of the Funding Lender to take actions under this Borrower Loan Agreement shall refer to Funding Lender in its role as agent of the Governmental Lender. The Funding Lender may designate Servicer to fulfill the rights and responsibilities granted by Governmental Lender to Funding Lender pursuant to this Section 2.1; provided, however, that such designation shall not release or absolve Funding Lender from ultimate responsibility for fulfillment of such rights or responsibilities.

### **Section 2.2. Security for the Funding Loan.**

(a) As security for the Funding Loan, the Governmental Lender has pledged and assigned the Security to the Funding Lender under and pursuant to the Funding Loan Agreement. All revenues and assets pledged and assigned thereby shall immediately be subject to the lien of such pledge without any physical delivery thereof or any further act, except in the case of the Borrower Note, which shall be delivered to the Funding Lender. The Borrower hereby acknowledges and consents to such assignment to the Funding Lender.

(b) With respect to the Unassigned Rights, subject to the limitations set forth in this Section 2.2, the Governmental Lender may:

(i) Tax Covenants. Seek specific performance of, and enforce, the tax covenants of the Funding Loan Agreement, and the other Funding Loan Documents, seek injunctive relief against acts which may be in violation of any of the tax covenants, and enforce the Borrower's obligation to pay amounts for credit to the Rebate Fund;

(ii) Reserved Rights. Take whatever action at law or in equity appears necessary or desirable to enforce the other Unassigned Rights.

(c) The Governmental Lender shall provide written notice to the Funding Lender and the Servicer immediately upon taking any action at law or in equity to exercise any remedy or direct any proceeding under the Borrower Loan Documents or the Funding Loan Documents.

### **Section 2.3. Loan; Borrower Note; Conditions to Closing.**

(a) The Funding Loan shall be funded directly to the Borrower by the Funding Lender pursuant to the Construction Funding Agreement and the Funding Loan Agreement, in one or more installments not to exceed the Borrower Loan Amount in accordance with the disbursement procedures set forth in the Construction Funding Agreement. Upon funding of each installment of the Funding Loan, the Governmental Lender shall be deemed to have made the Borrower Loan to the Borrower in a like principal amount. The Borrower Loan shall mature and be payable at the times and in the amounts required under the terms hereof and of the Borrower Note. The proceeds of the Borrower Loan shall be used by the Borrower to pay or reimburse costs of the acquisition, construction, rehabilitation, development, equipping and/or operation of the Project. The Borrower hereby accepts the Borrower Loan and acknowledges that the Governmental Lender shall cause the Funding Lender to fund the Borrower Loan in the manner set forth herein and in the Funding Loan Agreement. The Governmental Lender acknowledges



that the Borrower Loan shall be funded by the Funding Lender for the account of the Governmental Lender.

(b) The Borrower hereby accepts the Borrower Loan. As evidence of its obligation to repay the Borrower Loan, simultaneously with the delivery of this Borrower Loan Agreement to the Governmental Lender, the Borrower hereby agrees to execute and deliver the Borrower Note. The Borrower Loan shall mature and be payable at the times and in the amounts required under the terms hereof and of the Borrower Note.

(c) Closing of the Borrower Loan on the Closing Date shall be conditioned upon satisfaction or waiver by the Governmental Lender and the Funding Lender, in their sole discretion of each of the conditions precedent to closing set forth in the Funding Loan Agreement and this Borrower Loan Agreement, including but not limited to the following:

(i) evidence of proper recordation of the Security Instrument, an assignment of the Security Instrument from the Governmental Lender to the Funding Lender, the Regulatory Agreement, and each of the other documents specified for recording in instructions delivered to the Title Company by counsel to the Funding Lender (or that such documents have been delivered to an authorized agent of the Title Company for recordation under binding recording instructions from Funding Lender's counsel or such other counsel as may be acceptable to the Funding Lender); and

(ii) delivery into escrow with the Title Company (or separate escrow company, if applicable) or directly to the Funding Lender (pursuant to a Disbursement Statement listing all amounts to be disbursed approved by the Governmental Lender) of all amounts required to be paid in connection with the origination of the Borrower Loan and the Funding Loan and any underlying real estate transfers or transactions, including the Costs of Funding Deposit and the Borrower Initial Equity, all as specified in written instructions delivered to the Title Company by counsel to the Funding Lender (or such other counsel as may be acceptable to the Funding Lender); and

(iii) payment of all fees payable in connection with the closing of the Borrower Loan and the Funding Loan, including the Governmental Lender's Closing Fee.

#### **Section 2.4. Borrower Loan Payments.**

(a) The Borrower shall make Borrower Loan Payments in accordance with the Borrower Note. Each Borrower Loan Payment made by the Borrower shall be made in funds immediately available to the Funding Lender or the Servicer by 2:00 p.m., Chicago time, on the Borrower Loan Payment Date. Each such payment shall be made to the Funding Lender or the Servicer by deposit to such account as the Funding Lender or Servicer, as applicable, may designate by Written Notice to the Borrower. Whenever any Borrower Loan Payment shall be stated to be due on a day that is not a Business Day, such payment shall be due on the first Business Day immediately thereafter. In addition, the Borrower shall make Borrower Loan Payments in accordance with the Borrower Note in the amounts and at the times necessary to make all payments due and payable on the Funding Loan. All payments made by the Borrower

hereunder or by the Borrower under the other Borrower Loan Documents, shall be made irrespective of, and without any deduction for, any set-offs or counterclaims, but such payment shall not constitute a waiver of any such set offs or counterclaims.

(b) Unless there is no Servicer, payments of principal and interest on the Borrower Note shall be paid to the Servicer. If there is no Servicer, payments of principal and interest on the Borrower Note shall be paid directly to Funding Lender.

**Section 2.5. Additional Borrower Payments.**

(a) The Borrower shall pay on demand the following amounts:

(i) to the Servicer or the Funding Lender, the Rebate Amount then due, if any, to be deposited in the Rebate Fund as specified in Section 5.35 hereof and the Rebate Analyst's Fee and any other costs incurred to calculate such Rebate Amount (to the extent such costs are not included in the Borrower Loan Payment);

(ii) to the Governmental Lender, all fees, charges, costs, advances, indemnities and expenses, including agent and counsel fees, of the Governmental Lender incurred under the Borrower Loan Documents or the Funding Loan Documents, and any taxes and assessments with respect to the Project, as and when the same become due;

(iii) [Reserved]

(iv) all Costs of Funding and fees, charges and expenses, including agent and counsel fees incurred in connection with the origination of the Borrower Loan and the Funding Loan, as and when the same become due;

(v) to the Funding Lender, all charges, costs, advances, indemnities and expenses, including agent and counsel fees, of the Funding Lender incurred by the Funding Lender at any time in connection with the Borrower Loan, the Funding Loan or the Project, including, without limitation, reasonable counsel fees and expenses incurred in connection with the interpretation, performance, or amendment and all counsel fees and expenses relating to the enforcement of the Borrower Loan Documents or the Funding Loan Documents or any other documents relating to the Project or the Borrower Loan or in connection with questions or other matters arising under such documents or in connection with any federal or state tax audit; and

(vi) any Late Charge due and payable under the terms of the Borrower Note and Section 2.6 hereof; provided, however, that all payments made pursuant to this subsection (vi) shall be made to the Servicer, and if there is no Servicer, such payments shall be made to the Funding Lender.

(b) The Borrower shall pay to the party entitled thereto as expressly set forth in this Borrower Loan Agreement or the other Borrower Loan Documents or Funding Loan Documents:

(i) all expenses incurred in connection with the enforcement of any rights under this Borrower Loan Agreement or any other Borrower Loan Document, the Regulatory Agreement, or any Funding Loan Document by the Governmental Lender, Funding Lender or the Servicer;

(ii) all other payments of whatever nature that the Borrower has agreed to pay or assume under the provisions of this Borrower Loan Agreement or any other Borrower Loan Document or Funding Loan Document; and

(iii) all expenses, costs and fees relating to inspections of the Project required by the Governmental Lender, the Funding Lender, the Servicer or the Construction Consultant, in accordance with the Borrower Loan Documents or the Funding Loan Documents or to reimburse such parties for such expenses, costs and fees.

**Section 2.6. Overdue Payments; Payments if Default.** If any Borrower Payment Obligation is not paid by or on behalf of the Borrower when due, the Borrower shall pay to the Servicer, a Late Charge in the amount and to the extent set forth in the Borrower Note, if any.

**Section 2.7. Calculation of Interest Payments and Deposits to Real Estate Related Reserve Funds.**

The Borrower acknowledges as follows: (a) calculation of all interest payments shall be made by the Funding Lender; (b) deposits with respect to the Taxes and Other Charges shall be calculated by the Servicer or if there is no Servicer, the Funding Lender in accordance with the Security Instrument; and (c) deposits with respect to any replacement reserve funds required by the Funding Lender shall be calculated by the Servicer in accordance with the Replacement Reserve Agreement. In the event and to the extent that the Servicer or the Funding Lender, pursuant to the terms hereof, shall determine at any time that there exists a deficiency in amounts previously owed but not paid with respect to deposits to such replacement reserve fund, such deficiency shall be immediately due and payable hereunder following Written Notice to the Borrower.

**Section 2.8. Grant of Security Interest; Application of Funds.**

To the extent not inconsistent with the Security Instrument and as security for payment of the Borrower Payment Obligations and the performance by the Borrower of all other terms, conditions and provisions of the Borrower Loan Documents, the Borrower hereby pledges and assigns to the Funding Lender, and grants to the Funding Lender, a security interest in, all the Borrower's right, title and interest in and to all payments to or moneys held in the funds and accounts created and held by the Funding Lender or the Servicer for the Project. This Borrower Loan Agreement is, among other things, intended by the parties to be a security agreement for purposes of the UCC. Upon the occurrence and during the continuance of an Event of Default

hereunder, the Funding Lender and/or the Servicer shall apply or cause to be applied any sums held by the Funding Lender and/or the Servicer with respect to the Project in any manner and in any order determined by Funding Lender, in Funding Lender's sole and absolute discretion.

**Section 2.9. Marshalling; Payments Set Aside.**

The Governmental Lender and Funding Lender shall be under no obligation to marshal any assets in favor of Borrower or any other Person or against or in payment of any or all of the proceeds. To the extent that Borrower makes a payment or payments or transfers any assets to the Governmental Lender or Funding Lender, or the Governmental Lender or Funding Lender enforces its liens, and such payment or payments or transfers, or the proceeds of such enforcement or any part thereof are subsequently invalidated, declared to be fraudulent or preferential, set aside or required to be repaid to a trustee, receiver or any other party in connection with any insolvency proceeding, or otherwise, then: (i) any and all obligations owed to the Governmental Lender or Funding Lender and any and all remedies available to the Governmental Lender or Funding Lender under the terms of the Borrower Loan Documents and the Funding Loan Documents or in law or equity against Borrower, Guarantor or General Partner and/or any of their properties shall be automatically revived and reinstated to the extent (and only to the extent) of any recovery permitted under clause (ii) below; and (ii) the Governmental Lender and Funding Lender shall be entitled to recover (and shall be entitled to file a proof of claim to obtain such recovery in any applicable bankruptcy, insolvency, receivership or fraudulent conveyance or fraudulent transfer proceeding) either: (x) the amount of payments or the value of the transfer or (y) if the transfer has been undone and the assets returned in whole or in part, the value of the consideration paid to or received by Borrower for the initial asset transfer, plus in each case any deferred interest from the date of the disgorgement to the date of distribution to the Governmental Lender or Funding Lender in any bankruptcy, insolvency, receivership or fraudulent conveyance or fraudulent transfer proceeding, and any costs and expenses due and owing, including, without limitation, any reasonable attorneys' fees incurred by the Governmental Lender or Funding Lender in connection with the exercise by the Governmental Lender or Funding Lender of its rights under this Section 2.9.

**Section 2.10. Borrower Loan Disbursements.**

The Borrower Loan shall be disbursed by the Funding Lender, as agent for the Governmental Lender, pursuant to the Construction Funding Agreement and the Funding Loan Agreement.

**ARTICLE III  
[RESERVED]**

**ARTICLE IV  
REPRESENTATIONS AND WARRANTIES**

**Section 4.1. Borrower Representations.**

To induce the Governmental Lender to execute this Borrower Loan Agreement and to induce Funding Lender to make Disbursements, Borrower represents and warrants for the benefit of the Governmental Lender, Funding Lender and the Servicer, that the representations and

warranties set forth in this Section 4.1 are complete and accurate as of the Closing Date and will be complete and accurate, and deemed remade, as of the date of each Disbursement and as of the Maturity Date in accordance with the terms and conditions of the Borrower Note. Subject to Section 4.2 hereof, the representations, warranties and agreements set forth in this Section 4.1 shall survive the making of the Borrower Loan, and shall remain in effect and true and correct in all material respects until the Borrower Loan and all other Payment Obligations have been repaid in full.

#### **Section 4.1.1 Organization; Special Purpose.**

The Borrower is in good standing under the laws of the State (and under the laws of the state in which the Borrower was formed if the Borrower was not formed under the laws of the State), has full legal right, power and authority to enter into the Borrower Loan Documents to which it is a party, and to carry out and consummate all transactions contemplated by the Borrower Loan Documents to which it is a party, and by proper corporate, limited partnership or limited liability company action, as appropriate has duly authorized the execution, delivery and performance of the Borrower Loan Documents to which it is a party. The Person(s) of the Borrower executing the Borrower Loan Documents and the Funding Loan Documents to which the Borrower is a party are fully authorized to execute the same. The Borrower Loan Documents and the Funding Loan Documents to which the Borrower is a party have been duly authorized, executed and delivered by the Borrower. The sole business of the Borrower is the ownership, management and operation of the Project.

#### **Section 4.1.2 Proceedings; Enforceability.**

Assuming due execution and delivery by the other parties thereto, the Borrower Loan Documents and the Funding Loan Documents to which the Borrower is a party will constitute the legal, valid and binding agreements of the Borrower enforceable against the Borrower in accordance with their terms; except in each case as enforcement may be limited by bankruptcy, insolvency or other laws affecting the enforcement of creditors' rights generally, by the application of equitable principles regardless of whether enforcement is sought in a proceeding at law or in equity and by public policy.

#### **Section 4.1.3 No Conflicts.**

The execution and delivery of the Borrower Loan Documents and the Funding Loan Documents to which the Borrower is a party, the consummation of the transactions herein and therein contemplated and the fulfillment of or compliance with the terms and conditions hereof and thereof, will not conflict with or constitute a violation or breach of or default (with due notice or the passage of time or both) under the Partnership Agreement of the Borrower, or to the best knowledge of the Borrower and with respect to the Borrower, any applicable law or

administrative rule or regulation, or any applicable court or administrative decree or order, or any mortgage, deed of trust, loan agreement, lease, contract or other agreement or instrument to which the Borrower is a party or by which it or its properties are otherwise subject or bound, or result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the Borrower, which conflict, violation, breach, default, lien, charge or encumbrance might have consequences that would materially and adversely affect the consummation of the transactions contemplated by the Borrower Loan Documents and the Funding Loan Documents, or the financial condition, assets, properties or operations of the Borrower.

#### **Section 4.1.4 Litigation; Adverse Facts.**

There is no Legal Action, nor is there a basis known to Borrower for any Legal Action, before or by any court or federal, state, municipal or other governmental authority, pending, or to the knowledge of the Borrower, after reasonable investigation, threatened, against or affecting the Borrower, the General Partner or the Guarantor, or their respective assets, properties or operations which, if determined adversely to the Borrower or its interests, would have a material adverse effect upon the consummation of the transactions contemplated by, or the validity of, the Borrower Loan Documents or the Funding Loan Documents, upon the ability of each of Borrower, General Partner and Guarantor to perform their respective obligations under the Borrower Loan Documents, the Funding Loan Documents and the Related Documents to which it is a party, or upon the financial condition, assets (including the Project), properties or operations of the Borrower, the General Partner or the Guarantor, none of the Borrower, General Partner or Guarantor is in default (and no event has occurred and is continuing which with the giving of notice or the passage of time or both could constitute a default) with respect to any order or decree of any court or any order, regulation or demand of any federal, state, municipal or other governmental authority, which default might have consequences that would materially and adversely affect the consummation of the transactions contemplated by the Borrower Loan Documents and the Funding Loan Documents, the ability of each of Borrower, General Partner and Guarantor to perform their respective obligations under the Borrower Loan Documents, the Funding Loan Documents and the Related Documents to which it is a party, or the financial condition, assets, properties or operations of the Borrower, General Partner or Guarantor. None of Borrower, General Partner or Guarantor are (a) in violation of any applicable law, which violation materially and adversely affects or may materially and adversely affect the business, operations, assets (including the Project), condition (financial or otherwise) or prospects of Borrower, General Partner or Guarantor, as applicable; (b) subject to, or in default with respect to, any other Legal Requirement that would have a material adverse effect on the business, operations, assets (including the Project), condition (financial or otherwise) or prospects of Borrower, General Partner or Guarantor, as applicable; or (c) in default with respect to any agreement to which Borrower, General Partner or Guarantor, as applicable, are a party or by which they are bound, which default would have a material adverse effect on the business, operations, assets (including the Project), condition (financial or otherwise) or prospects of Borrower, General Partner or Guarantor, as applicable; and (d) there is no Legal Action pending or, to the knowledge of Borrower, threatened against or affecting Borrower, General Partner or Guarantor questioning the validity or the enforceability of this Borrower Loan Agreement or any of the other Borrower Loan Documents or the Funding Loan Documents or of any of the Related

Documents. All tax returns (federal, state and local) required to be filed by or on behalf of the Borrower have been filed, and all taxes shown thereon to be due, including interest and penalties, except such, if any, as are being actively contested by the Borrower in good faith, have been paid or adequate reserves have been made for the payment thereof which reserves, if any, are reflected in the audited financial statements described therein. The Borrower enjoys the peaceful and undisturbed possession of all of the premises upon which it is operating its facilities.

#### **Section 4.1.5 Agreements; Consents; Approvals.**

Except as contemplated by the Borrower Loan Documents and the Funding Loan Documents, the Borrower is not a party to any agreement or instrument or subject to any restriction that would materially adversely affect the Borrower, the Project, or the Borrower's business, properties, operations or financial condition or business prospects, except the Permitted Encumbrances. The Borrower is not in default in any material respect in the performance, observance or fulfillment of any of the obligations, covenants or conditions contained in any Permitted Encumbrance or any other agreement or instrument to which it is a party or by which it or the Project is bound.

No consent or approval of any trustee or holder of any indebtedness of the Borrower, and to the best knowledge of the Borrower and only with respect to the Borrower, no consent, permission, authorization, order or license of, or filing or registration with, any governmental authority (except no representation is made with respect to any state securities or "blue sky" laws) is necessary in connection with the execution and delivery of the Borrower Loan Documents or the Funding Loan Documents, or the consummation of any transaction herein or therein contemplated, or the fulfillment of or compliance with the terms and conditions hereof or thereof, except as have been obtained or made and as are in full force and effect.

#### **Section 4.1.6 Title.**

The Borrower shall have marketable title to the Project, free and clear of all Liens except the Permitted Encumbrances. The Security Instrument, when properly recorded in the appropriate records, together with any UCC financing statements required to be filed in connection therewith, will create (i) a valid, perfected first priority lien on the fee (or leasehold, if applicable) interest in the Project and (ii) perfected security interests in and to, and perfected collateral assignments of, all personalty included in the Project (including the Leases), all in accordance with the terms thereof, in each case subject only to any applicable Permitted Encumbrances. To the Borrower's knowledge, there are no delinquent real property taxes or assessments, including water and sewer charges, with respect to the Project, nor are there any claims for payment for work, labor or materials affecting the Project which are or may become a Lien prior to, or of equal priority with, the Liens created by the Borrower Loan Documents and the Funding Loan Documents.

**Section 4.1.7 Survey.**

To the best knowledge of the Borrower, the survey for the Project delivered to the Governmental Lender and the Funding Lender does not fail to reflect any material matter affecting the Project or the title thereto.

**Section 4.1.8 No Bankruptcy Filing.**

The Borrower is not contemplating either the filing of a petition by it under any state or federal bankruptcy or insolvency law or the liquidation of all or a major portion of its property (a "Bankruptcy Proceeding"), and the Borrower has no knowledge of any Person contemplating the filing of any such petition against it. As of the Closing Date, the Borrower has the ability to pay its debts as they become due.

**Section 4.1.9 Full and Accurate Disclosure.**

No statement of fact made by the Borrower in any Borrower Loan Document or any Funding Loan Document contains any untrue statement of a material fact or omits to state any material fact necessary to make statements contained therein in light of the circumstances in which they were made, not misleading. There is no material fact or circumstance presently known to the Borrower that has not been disclosed to the Governmental Lender and the Funding Lender which materially and adversely affects the Project or the business, operations or financial condition or business prospects of the Borrower or the Borrower's ability to meet its obligations under this Borrower Loan Agreement and the other Borrower Loan Documents and Funding Loan Documents to which it is a party in a timely manner.

**Section 4.1.10 No Plan Assets.**

The Borrower is not an "employee benefit plan," as defined in Section 3(3) of ERISA, subject to Title I of ERISA, and none of the assets of the Borrower constitutes or will constitute "plan assets" of one or more such plans within the meaning of 29 C.F.R. Section 2510.3 101.

**Section 4.1.11 Compliance.**

The Borrower, the Project and the use thereof will comply, to the extent required, in all material respects with all applicable Legal Requirements. The Borrower is not in default or violation of any order, writ, injunction, decree or demand of any Governmental Authority, the violation of which would materially adversely affect the financial condition or business prospects or the business of the Borrower. There has not been committed by the Borrower or any Affiliate involved with the operation or use of the Project any act or omission affording any Governmental Authority the right of forfeiture as against the Project or any part thereof or any moneys paid in performance of the Borrower's obligations under any Borrower Loan Document or any Funding Loan Documents.



**Section 4.1.12 Contracts.**

All service, maintenance or repair contracts affecting the Project have been entered into at arm's length (except for such contracts between the Borrower and its affiliates or the affiliates of the Borrower Controlling Entity of the Borrower) in the ordinary course of the Borrower's business and provide for the payment of fees in amounts and upon terms comparable to existing market rates.

**Section 4.1.13 Financial Information.**

All financial data, including any statements of cash flow and income and operating expense, that have been delivered to the Governmental Lender or the Funding Lender in respect of the Project by or on behalf of the Borrower, to the best knowledge of the Borrower, (i) are accurate and complete in all material respects, (ii) accurately represent the financial condition of the Project as of the date of such reports, and (iii) to the extent prepared by an independent certified public accounting firm, have been prepared in accordance with GAAP consistently applied throughout the periods covered, except as disclosed therein. Other than pursuant to or permitted by the Borrower Loan Documents or the Funding Loan Documents or the Borrower organizational documents, the Borrower has no contingent liabilities, unusual forward or long-term commitments or unrealized or anticipated losses from any unfavorable commitments. Since the date of such financial statements, there has been no materially adverse change in the financial condition, operations or business of the Borrower from that set forth in said financial statements.

**Section 4.1.14 Condemnation.**

No Condemnation or other proceeding has been commenced or, to the Borrower's knowledge, is contemplated, threatened or pending with respect to all or part of the Project or for the relocation of roadways providing access to the Project.

**Section 4.1.15 Federal Reserve Regulations.**

No part of the proceeds of the Borrower Loan will be used for the purpose of purchasing or acquiring any "margin stock" within the meaning of Regulation U of the Board of Governors of the Federal Reserve System or for any other purpose that would be inconsistent with such Regulation U or any other regulation of such Board of Governors, or for any purpose prohibited by Legal Requirements or any Borrower Loan Document or Funding Loan Document.

**Section 4.1.16 Utilities and Public Access.**

To the best of the Borrower's knowledge, the Project is or will be served by water, sewer, sanitary sewer and storm drain facilities adequate to service it for its intended uses. All public utilities necessary or convenient to the full use and enjoyment of the Project are or will be located in the public right-of-way abutting the Project, and all such utilities are or will be connected so as to serve the Project without passing over other property absent a valid easement. All roads necessary for the use of the Project for its current purpose have been or will be completed and dedicated to public use and accepted by all Governmental Authorities. Except for Permitted Encumbrances, the Project does not share ingress and egress through an easement or

private road or share on-site or off-site recreational facilities and amenities that are not located on the Project and under the exclusive control of the Borrower, or where there is shared ingress and egress or amenities, there exists an easement or joint use and maintenance agreement under which (i) access to and use and enjoyment of the easement or private road and/or recreational facilities and amenities is perpetual, (ii) the number of parties sharing such easement and/or recreational facilities and amenities must be specified, (iii) the Borrower's responsibilities and share of expenses are specified, and (iv) the failure to pay any maintenance fee with respect to an easement will not result in a loss of usage of the easement.

**Section 4.1.17 Not a Foreign Person.**

The Borrower is not a "foreign person" within the meaning of §1445(f)(3) of the Code.

**Section 4.1.18 Separate Lots.**

Each parcel comprising the Land is a separate tax lot and is not a portion of any other tax lot that is not a part of the Land.

**Section 4.1.19 Assessments.**

There are no pending or, to the Borrower's best knowledge, proposed special or other assessments for public improvements or otherwise affecting the Project, or any contemplated improvements to the Project that may result in such special or other assessments.

**Section 4.1.20 Enforceability.**

The Borrower Loan Documents and the Funding Loan Documents are not subject to, and the Borrower has not asserted, any right of rescission, set-off, counterclaim or defense, including the defense of usury.

**Section 4.1.21 Insurance.**

The Borrower has obtained the insurance required by this Borrower Loan Agreement, if applicable, and the Security Instrument and Construction Funding Agreement and has delivered to the Servicer or Funding Lender copies of insurance policies or certificates of insurance reflecting the insurance coverages, amounts and other requirements set forth in this Borrower Loan Agreement, if applicable, and the Security Instrument.

**Section 4.1.22 Use of Property; Licenses.**

The Project will be used as a multifamily residential rental project and other appurtenant and related uses, which use is consistent with the zoning classification for the Project. All certifications, permits, licenses and approvals, including certificates of completion and occupancy permits required for the legal use or legal, nonconforming use, as applicable, occupancy and operation of the Project (collectively, the "Licenses") required at this time for the construction or rehabilitation, as appropriate, and equipping of the Project have been obtained. To the Borrower's knowledge, all Licenses obtained by the Borrower have been validly issued

and are in full force and effect. The Borrower has no reason to believe that any of the Licenses required for the future use and occupancy of the Project and not heretofore obtained by the Borrower will not be obtained by the Borrower in the ordinary course following the Completion Date. No Licenses will terminate, or become void or voidable or terminable, upon any sale, transfer or other disposition of the Project, including any transfer pursuant to foreclosure sale under the Security Instrument or deed in lieu of foreclosure thereunder. The Project does not violate any density or building setback requirements of the applicable zoning law except to the extent, if any, shown on the survey. No proceedings are, to the best of the Borrower's knowledge, pending or threatened that would result in a change of the zoning of the Project.

#### **Section 4.1.23 Flood Zone.**

Either all Improvements are or will be constructed above the flood grade or the Borrower will obtain appropriate flood insurance as directed by the Servicer.

#### **Section 4.1.24 Physical Condition.**

The Project, including all Improvements, parking facilities, systems, fixtures, Equipment and landscaping, are or, after completion of the construction, rehabilitation and/or repairs, as appropriate, will be in good and habitable condition in all material respects and in good order and repair in all material respects (reasonable wear and tear excepted). The Borrower has not received notice from any insurance company or bonding company of any defect or inadequacy in the Project, or any part thereof, which would adversely affect its insurability or cause the imposition of extraordinary premiums or charges thereon or any termination of any policy of insurance or bond. The physical configuration of the Project is not in material violation of the ADA, if required under applicable law.

#### **Section 4.1.25 Encroachments.**

All of the Improvements included in determining the appraised value of the Project will lie wholly within the boundaries and building restriction lines of the Project, and no improvement on an adjoining property encroaches upon the Project, and no easement or other encumbrance upon the Project encroaches upon any of the Improvements, so as to affect the value or marketability of the Project, except those insured against by the Title Insurance Policy or disclosed in the survey of the Project as approved by the Funding Lender and the Governmental Lender.

#### **Section 4.1.26 State Law Requirements.**

The Borrower hereby represents, covenants and agrees to comply with the provisions of all applicable State laws relating to the Borrower Loan, the Funding Loan and the Project.

#### **Section 4.1.27 Filing and Recording Taxes.**

All transfer taxes, deed stamps, intangible taxes or other amounts in the nature of transfer taxes required to be paid by any Person under applicable Legal Requirements in connection with the transfer of the Project to the Borrower have been paid. All mortgage, mortgage recording,

stamp, intangible or other similar taxes required to be paid by any Person under applicable Legal Requirements in connection with the execution, delivery, recordation, filing, registration, perfection or enforcement of any of the Borrower Loan Documents and the Funding Loan Documents have been or will be paid.

#### **Section 4.1.28 Investment Company Act.**

The Borrower is not (i) an “investment company” or a company “controlled” by an “investment company,” within the meaning of the Investment Company Act of 1940, as amended; or (ii) a “holding company” or a “subsidiary company” of a “holding company” or an “affiliate” of either a “holding company” or a “subsidiary company” within the meaning of the Public Utility Holding Company Act of 1935, as amended.

#### **Section 4.1.29 Fraudulent Transfer.**

The Borrower has not accepted the Borrower Loan or entered into any Borrower Loan Document or Funding Loan Document with the actual intent to hinder, delay or defraud any creditor, and the Borrower has received reasonably equivalent value in exchange for its obligations under the Borrower Loan Documents and the Funding Loan Documents. Giving effect to the transactions contemplated by the Borrower Loan Documents and the Funding Loan Documents, the fair saleable value of the Borrower’s assets exceeds and will, immediately following the execution and delivery of the Borrower Loan Documents and the Funding Loan Documents, exceed the Borrower’s total liabilities, including subordinated, unliquidated, disputed or contingent liabilities. The fair saleable value of the Borrower’s assets is and will, immediately following the execution and delivery of the Borrower Loan Documents and the Funding Loan Documents, be greater than the Borrower’s probable liabilities, including the maximum amount of its contingent liabilities or its debts as such debts become absolute and matured. The Borrower’s assets do not and, immediately following the execution and delivery of the Borrower Loan Documents and the Funding Loan Documents will not, constitute unreasonably small capital to carry out its business as conducted or as proposed to be conducted. The Borrower does not intend to, and does not believe that it will, incur debts and liabilities (including contingent liabilities and other commitments) beyond its ability to pay such debts as they mature (taking into account the timing and amounts to be payable on or in respect of obligations of the Borrower).

#### **Section 4.1.30 Ownership of the Borrower.**

Except as set forth in the Partnership Agreement of the Borrower, the Borrower has no obligation to any Person to purchase, repurchase or issue any ownership interest in it.

#### **Section 4.1.31 Environmental Matters.**

To the best of Borrower’s knowledge and except as disclosed in environmental reports previously delivered to the Funding Lender and the Governmental Lender (the “Prior Environmental Disclosures”), the Project is not in violation of any Legal Requirement pertaining to or imposing liability or standards of conduct concerning environmental regulation,

contamination or clean-up, and will comply with covenants and requirements relating to environmental hazards as set forth in the Agreement of Environmental Indemnification. The Borrower and the Guarantor will execute and deliver the Agreement of Environmental Indemnification.

**Section 4.1.32 Name; Principal Place of Business.**

Unless prior Written Notice is given to the Funding Lender, the Borrower does not use and will not use any trade name, and has not done and will not do business under any name other than its actual name set forth herein. The principal place of business of the Borrower is its primary address for notices as set forth in Section 10.1 hereof, and the Borrower has no other place of business, other than the Project and such principal place of business.

**Section 4.1.33 Subordinated Debt.**

There is no secured or unsecured indebtedness with respect to the Project or any residual interest therein, other than Permitted Encumbrances and the permitted secured indebtedness described in Section 6.7 hereof, except an unsecured deferred developer fee not to exceed the amount permitted by Funding Lender as determined on the Closing Date.

**Section 4.1.34 Filing of Taxes.**

The Borrower has filed (or has obtained effective extensions for filing) all federal, state and local tax returns required to be filed and has paid or made adequate provision for the payment of all federal, state and local taxes, charges and assessments, if any, payable by the Borrower.

**Section 4.1.35 General Tax.**

All representations, warranties and certifications of the Borrower set forth in the Regulatory Agreement and the Tax Compliance Agreement are incorporated by reference herein and the Borrower will comply with such as if set forth herein.

**Section 4.1.36 Approval of the Borrower Loan Documents and Funding Loan Documents.**

By its execution and delivery of this Borrower Loan Agreement, the Borrower approves the form and substance of the Borrower Loan Documents and the Funding Loan Documents, and agrees to carry out the responsibilities and duties specified in the Borrower Loan Documents and the Funding Loan Documents to be carried out by the Borrower. The Borrower acknowledges that (a) it understands the nature and structure of the transactions relating to the financing of the Project, (b) it is familiar with the provisions of all of the Borrower Loan Documents and the Funding Loan Documents and other documents and instruments relating to the financing, (c) it understands the risks inherent in such transactions, including without limitation the risk of loss of the Project, and (d) it has not relied on the Governmental Lender, the Funding Lender or the Servicer for any guidance or expertise in analyzing the financial or other consequences of the transactions contemplated by the Borrower Loan Documents and the Funding Loan Documents.

or otherwise relied on the Governmental Lender, the Funding Lender or the Servicer in any manner.

**Section 4.1.37 Funding Loan Agreement.**

The Borrower has read and accepts and agrees that it is bound by the Funding Loan Agreement and the Funding Loan Documents.

**Section 4.1.38 Americans with Disabilities Act.**

The Project, as designed, will conform in all material respects with all applicable zoning, planning, building and environmental laws, ordinances and regulations of governmental authorities having jurisdiction over the Project, including, but not limited to, the Americans with Disabilities Act of 1990 ("ADA"), to the extent required (as evidenced by an architect's certificate to such effect).

**Section 4.1.39 Requirements of Code and Regulations.**

The Project satisfies all requirements of the Code and the Regulations applicable to the Project.

**Section 4.1.40 Regulatory Agreement.**

The Project is, as of the date of origination of the Funding Loan, in compliance with all requirements of the Regulatory Agreement to the extent such requirements are applicable; and 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 Regulatory Agreement, including all applicable requirements of the Code and the Regulations, and pursuant to leases which comply with all applicable laws.

**Section 4.1.41 Intention to Hold Project.**

The Borrower intends to hold the Project for its own account and has no current plans, and has not entered into any agreement, to sell the Project or any part of it; and the Borrower intends to occupy the Project or cause the Project to be occupied and to operate it or cause it to be operated at all times during the term of this Borrower Loan Agreement in compliance with the terms of this Borrower Loan Agreement and the Regulatory Agreement and does not know of any reason why the Project will not be so used by it in the absence of circumstances not now anticipated by it or totally beyond its control.

**Section 4.1.42 Concerning General Partner.**

(a) The General Partner of Borrower is an Illinois limited liability company. The General Partner has all requisite power and authority, rights and franchises to enter into and perform its obligations under the Borrower Loan Documents and the Funding Loan Documents to be executed by such General Partner for its own account and on behalf of Borrower, as

General Partner of Borrower, under this Borrower Loan Agreement and the other Borrower Loan Documents and the Funding Loan Documents.

(b) General Partner has made all filings (including, without limitation, all required filings related to the use of fictitious business names) and is in good standing in the State and in each other jurisdiction in which the character of the property it owns or the nature of the business it transacts makes such filings necessary or where the failure to make such filings could have a material adverse effect on the business, operations, assets, condition (financial or otherwise) or prospects of General Partner.

(c) General Partner is duly authorized to do business in the State.

(d) The execution, delivery and performance by Borrower of the Borrower Loan Documents and the Funding Loan Documents have been duly authorized by all necessary action of General Partner on behalf of Borrower, and by all necessary action on behalf of General Partner.

(e) The execution, delivery and performance by General Partner, on behalf of Borrower, of the Borrower Loan Documents and the Funding Loan Documents will not violate (i) General Partner's organizational documents; (ii) any other Legal Requirement affecting General Partner or any of its properties; or (iii) any agreement to which General Partner is bound or to which it is a party; and will not result in or require the creation (except as provided in or contemplated by this Borrower Loan Agreement) of any Lien upon any of such properties, any of the Collateral or any of the property or funds pledged or delivered to Funding Lender pursuant to the Security Documents.

#### **Section 4.1.43 Government and Private Approvals.**

All governmental or regulatory orders, consents, permits, authorizations and approvals required for the construction, rehabilitation, use, occupancy and operation of the Improvements, that may be granted or denied in the discretion of any Governmental Authority, have been obtained and are in full force and effect (or, in the case of any of the foregoing that Borrower is not required to have as of the Closing Date, will be obtained), and will be maintained in full force and effect at all times during the construction or rehabilitation of the Improvements. All such orders, consents, permits, authorizations and approvals that may not be denied in the discretion of any Governmental Authority shall be obtained prior to the commencement of any work for which such orders, consents, permits, authorizations or approvals are required, and, once obtained, such orders, consents, permits, authorizations and approvals will be maintained in full force and effect at all times during the construction or rehabilitation of the Improvements. Except as set forth in the preceding two sentences, no additional governmental or regulatory actions, filings or registrations with respect to the Improvements, and no approvals, authorizations or consents of any trustee or holder of any indebtedness or obligation of Borrower, are required for the due execution, delivery and performance by Borrower or General Partner of any of the Borrower Loan Documents or the Funding Loan Documents or the Related Documents executed by Borrower or General Partner, as applicable. All required zoning

approvals have been obtained, and the zoning of the Land for the Project is not conditional upon the happening of any further event.

**Section 4.1.44 Concerning Guarantor.**

The Borrower Loan Documents and the Funding Loan Documents to which the Guarantor is a party or a signatory executed simultaneously with this Borrower Loan Agreement have been duly executed and delivered by the Guarantor and are legally valid and binding obligations of the Guarantor, enforceable against the Guarantor in accordance with their terms, except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally and by general principles of equity.

**Section 4.1.45 No Material Defaults.**

Except as previously disclosed to Funding Lender in writing, there exists no material violation of or material default by Borrower under, and, to the best knowledge of Borrower, no event has occurred which, upon the giving of notice or the passage of time, or both, would constitute a material default with respect to: (i) the terms of any instrument evidencing, securing or guaranteeing any indebtedness secured by the Project or any portion or interest thereof or therein; (ii) any lease or other agreement affecting the Project or to which Borrower is a party; (iii) any license, permit, statute, ordinance, law, judgment, order, writ, injunction, decree, rule or regulation of any Governmental Authority, or any determination or award of any arbitrator to which Borrower or the Project may be bound; or (iv) any mortgage, instrument, agreement or document by which Borrower or any of its respective properties is bound; in the case of any of the foregoing: (1) which involves any Borrower Loan Document or Funding Loan Document; (2) which involves the Project and is not adequately covered by insurance; (3) that might materially and adversely affect the ability of Borrower, General Partner or Guarantor or to perform any of its respective obligations under any of the Borrower Loan Documents or the Funding Loan Documents or any other material instrument, agreement or document to which it is a party; or (4) which might adversely affect the priority of the Liens created by this Borrower Loan Agreement or any of the Borrower Loan Documents or the Funding Loan Documents.

**Section 4.1.46 Payment of Taxes. Except as previously disclosed to Funding Lender in writing:**

(i) all tax returns and reports of Borrower, General Partner and Guarantor required to be filed have been timely filed, and all taxes, assessments, fees and other governmental charges upon Borrower, General Partner and Guarantor, and upon their respective properties, assets, income and franchises, which are due and payable have been paid when due and payable; and (ii) Borrower knows of no proposed tax assessment against it or against General Partner or Guarantor that would be material to the condition (financial or otherwise) of Borrower, General Partner or Guarantor, and none of Borrower or General Partner have contracted with any Government Authority in connection with such taxes.



**Section 4.1.47 Rights to Project Agreements and Licenses.**

Borrower is the legal and beneficial owner of all rights in and to the Plans and Specifications and all existing Project Agreements and Licenses, and will be the legal and beneficial owner of all rights in and to all future Project Agreements and Licenses. Borrower's interest in the Plans and Specifications and all Project Agreements and Licenses is not subject to any present claim (other than under the Borrower Loan Documents and the Funding Loan Documents or as otherwise approved by Funding Lender in its sole discretion), set-off or deduction other than in the ordinary course of business.

**Section 4.1.48 Patriot Act Compliance.**

Borrower is not now, nor has ever been (i) listed on any Government Lists (as defined below), (ii) a person who has been determined by a Governmental Authority to be subject to the prohibitions contained in Presidential Executive Order No. 13224 (Sept. 23, 2001) or any other similar prohibitions contained in the rules and regulations of the Office of Foreign Assets Control ("OFAC") or in any enabling legislation or other Presidential Executive Orders in respect thereof, (iii) indicted for or convicted of any felony involving a crime or crimes of moral turpitude or for any Patriot Act Offense, or (iv) under investigation by any Governmental Authority for alleged criminal activity. For purposes hereof, the term "Patriot Act Offense" shall mean any violation of the criminal laws of the United States of America or of any of the several states, or that would be a criminal violation if committed within the jurisdiction of the United States of America or any of the several states, relating to terrorism or the laundering of monetary instruments, including any offense under (A) the criminal laws against terrorism; (B) the criminal laws against money laundering, (C) Bank Representative Secrecy Act, as amended, (D) the Money Laundering Control Act of 1986, as amended, or (E) the Patriot Act. "Patriot Act Offense" also includes the crimes of conspiracy to commit, or aiding and abetting another to commit, a Patriot Act Offense. For purposes hereof, the term "Government Lists" shall mean (1) the Specially Designated Nationals and Blocked Persons Lists maintained by OFAC, (2) any other list of terrorists, terrorist organizations or narcotics traffickers maintained pursuant to any of the Rules and Regulations of OFAC that Funding Lender notified Borrower in writing is now included in "Government Lists", or (3) any similar lists maintained by the United States Department of State, the United States Department of Commerce or any other Government Authority or pursuant to any Executive Order of the President of the United States of America that Funding Lender notified Borrower in writing is now included in "Government Lists".

**Section 4.1.49 Rent Schedule.**

Borrower has prepared, or has had prepared on its behalf, a prospective Unit absorption and rent collection schedule with respect to the Project, which schedule takes into account, among other relevant factors (i) a schedule of minimum monthly rentals for the Units, and (ii) any and all concessions including free rent periods.

**Section 4.1.50 Other Documents.**

Each of the representations and warranties of Borrower or General Partner contained in any of the other Borrower Loan Documents or the Funding Loan Documents or Related Documents is true and correct in all material respects (or, in the case of representations or warranties contained in any of the other Borrower Loan Documents or Funding Loan Documents or Related Documents that speak as of a particular date, were true and correct in all material respects as of such date). All of such representations and warranties are incorporated herein for the benefit of Funding Lender.

**Section 4.1.51 Subordinate Loan Documents.**

The Subordinate Loan Documents are in full force and effect and the Borrower has paid all commitment fees and other amounts due and payable to the Subordinate Lender(s) thereunder. There exists no material violation of or material default by the Borrower under, and no event has occurred which, upon the giving of notice or the passage of time, or both, would constitute a material default under the Subordinate Loan Documents.

**Section 4.1.52 [Reserved]****Section 4.2. Survival of Representations and Covenants.**

All of the representations and warranties in Section 4.1 hereof and elsewhere in the Borrower Loan Documents (i) shall survive for so long as any portion of the Borrower Payment Obligations remains due and owing and (ii) shall be deemed to have been relied upon by the Governmental Lender, the Funding Lender and the Servicer notwithstanding any investigation heretofore or hereafter made by the Governmental Lender, the Funding Lender or the Servicer or on its or their behalf, provided, however, that the representations, warranties and covenants set forth in Section 4.1.31 hereof shall survive in perpetuity, subject to the exculpation provisions, if any, of Section 11.1 hereof.

**ARTICLE V  
AFFIRMATIVE COVENANTS**

During the term of this Borrower Loan Agreement, the Borrower hereby covenants and agrees with the Governmental Lender, the Funding Lender and the Servicer that:

**Section 5.1. Existence.**

The Borrower shall (i) do or cause to be done all things necessary to preserve, renew and keep in full force and effect its existence and its material rights, and franchises, (ii) continue to engage in the business presently conducted by it, (iii) obtain and maintain all material Licenses, and (iv) qualify to do business and remain in good standing under the laws of the State.

**Section 5.2. Taxes and Other Charges.**

The Borrower shall pay all Taxes and Other Charges as the same become due and payable and prior to their becoming delinquent in accordance with the Borrower Loan Documents, except to the extent that the amount, validity or application thereof is being contested in good faith as permitted by the Borrower Loan Documents.

The Borrower covenants to pay all taxes and Other Charges of any type or character charged to the Funding Lender affecting the amount available to the Funding Lender from payments to be received hereunder or in any way arising due to the transactions contemplated hereby (including taxes and Other Charges assessed or levied by any public agency or governmental authority of whatsoever character having power to levy taxes or assessments) but excluding franchise taxes based upon the capital and/or income of the Funding Lender and taxes based upon or measured by the net income of the Funding Lender; provided, however, that the Borrower shall have the right to protest any such taxes or Other Charges and to require the Funding Lender, at the Borrower's expense, to protest and contest any such taxes or Other Charges levied upon them and that the Borrower shall have the right to withhold payment of any such taxes or Other Charges pending disposition of any such protest or contest unless such withholding, protest or contest would adversely affect the rights or interests of the Funding Lender. This obligation shall remain valid and in effect notwithstanding repayment of the Borrower Loan hereunder or termination of this Borrower Loan Agreement.

**Section 5.3. Repairs; Maintenance and Compliance; Physical Condition.**

The Borrower shall cause the Project to be maintained in a good, habitable and safe (so as to not threaten the health or safety of the Project's tenants or their invited guests) condition and repair (reasonable wear and tear excepted) as set forth in the Security Instrument and the Construction Funding Agreement and shall not remove, demolish or materially alter the Improvements or Equipment (except for removal of aging or obsolete equipment or furnishings in the normal course of business), except as provided in the Security Instrument and the Construction Funding Agreement.

**Section 5.4. Litigation.**

The Borrower shall give prompt Written Notice to the Governmental Lender, the Funding Lender and the Servicer of any litigation, governmental proceedings or claims or investigations regarding an alleged actual violation of a Legal Requirement pending or, to the Borrower's knowledge, threatened against the Borrower which might materially adversely affect the Borrower's condition (financial or otherwise) or business or the Project.

**Section 5.5. Performance of Other Agreements.**

The Borrower shall observe and perform in all material respects each and every term to be observed or performed by it pursuant to the terms of any agreement or instrument materially affecting or pertaining to the Project.

**Section 5.6. Notices.**

The Borrower shall promptly advise the Governmental Lender, the Funding Lender and the Servicer of (i) any Material Adverse Change in the Borrower's financial condition, assets, properties or operations other than general changes in the real estate market, (ii) any fact or circumstance affecting the Borrower or the Project that materially and adversely affects the Borrower's ability to meet its obligations hereunder or under any of the other Borrower Loan Document to which it is a party in a timely manner, or (iii) the occurrence of any Potential Default or Event of Default of which the Borrower has knowledge. If the Borrower becomes subject to federal or state securities law filing requirements, the Borrower shall cause to be delivered to the Governmental Lender, the Funding Lender and the Servicer any Securities and Exchange Commission or other public filings, if any, of the Borrower within two (2) Business Days of such filing.

**Section 5.7. Cooperate in Legal Proceedings.**

The Borrower shall cooperate fully with the Governmental Lender, the Funding Lender and the Servicer with respect to, and permit the Governmental Lender, the Funding Lender and the Servicer at their option, to participate in, any proceedings before any Governmental Authority that may in any way affect the rights of the Governmental Lender, the Funding Lender and/or the Servicer under any Borrower Loan Document or Funding Loan Document.

**Section 5.8. Further Assurances.**

The Borrower shall, at the Borrower's sole cost and expense (except as provided in Section 9.1 hereof), (i) furnish to the Servicer and the Funding Lender all instruments, documents, boundary surveys, footing or foundation surveys (to the extent that Borrower's construction or renovation of the Project alters any existing building foundations or footprints), certificates, plans and specifications, appraisals, title and other insurance reports and agreements, reasonably requested by the Servicer or the Funding Lender for the better and more efficient carrying out of the intents and purposes of the Borrower Loan Documents and the Funding Loan Documents; (ii) execute and deliver to the Servicer and the Funding Lender such documents, instruments, certificates, assignments and other writings, and do such other acts necessary or desirable, to evidence, preserve and/or protect the collateral at any time securing or intended to secure the Borrower Loan, as the Servicer and the Funding Lender may reasonably require from time to time; (iii) do and execute all and such further lawful and reasonable acts, conveyances and assurances for the better and more effective carrying out of the intents and purposes of the Borrower Loan Documents and the Funding Loan Documents, as the Servicer or the Funding Lender shall reasonably require from time to time; provided, however, with respect to clauses (i)-(iii) above, the Borrower shall not be required to do anything that has the effect of (A) changing the essential economic terms of the Borrower Loan or (B) imposing upon the Borrower greater personal liability under the Borrower Loan Documents and the Funding Loan Documents; and (iv) upon the Servicer's or the Funding Lender's request therefor given from time to time after the occurrence of any Potential Default or Event of Default for so long as such Potential Default or Event of Default, as applicable, is continuing pay for (a) reports of UCC, federal tax lien, state tax lien, judgment and pending litigation searches with respect to the Borrower and (b) searches

of title to the Project, each such search to be conducted by search firms reasonably designated by the Servicer or the Funding Lender in each of the locations reasonably designated by the Servicer or the Funding Lender.

#### **Section 5.9. Delivery of Financial Information.**

After notice to the Borrower of a Secondary Market Disclosure Document, the Borrower shall, concurrently with any delivery to the Funding Lender or the Servicer, deliver copies of all financial information required under Article IX.

#### **Section 5.10. Environmental Matters.**

So long as the Borrower owns or is in possession of the Project, the Borrower shall (a) keep the Project in compliance with all Environmental Laws (as defined in the Agreement of Environmental Indemnification), (b) promptly notify the Funding Lender and the Servicer if the Borrower shall become aware that any Hazardous Substances (as defined in the Agreement of Environmental Indemnification) are on or near the Project in violation of Environmental Laws, and (c) commence and thereafter diligently prosecute to completion all remedial work necessary with respect to the Project required under any Environmental Laws, in each case as set forth in the Security Instrument or the Agreement of Environmental Indemnification.

#### **Section 5.11. Governmental Lender's and Funding Lender's Fees.**

The Borrower covenants to pay the reasonable fees and expenses of the Governmental Lender and the Funding Lender or any agents, attorneys, accountants, consultants selected by the Governmental Lender or the Funding Lender to act on its behalf in connection with this Borrower Loan Agreement and the other Borrower Loan Documents, the Regulatory Agreement and the Funding Loan Documents, including, without limitation, any and all reasonable expenses incurred in connection with the making of the Borrower Loan or in connection with any litigation which may at any time be instituted involving the Borrower Loan, this Borrower Loan Agreement, the other Borrower Loan Documents, the Regulatory Agreement and the Funding Loan Documents or any of the other documents contemplated thereby, or in connection with the reasonable supervision or inspection of the Borrower, its properties, assets or operations or otherwise in connection with the administration of the foregoing. This obligation shall remain valid and in effect notwithstanding repayment of the Borrower Loan hereunder or termination of this Borrower Loan Agreement.

#### **Section 5.12. Estoppel Statement.**

The Borrower shall furnish to the Funding Lender or the Servicer for the benefit of the Funding Lender or the Servicer within ten (10) days after request by the Funding Lender and the Servicer, with a statement, duly acknowledged and certified, setting forth, as applicable, with respect to the Borrower Note, (i) the unpaid principal of the Borrower Note, (ii) the applicable Interest Rate, (iii) the date installments of interest and/or principal were last paid, (iv) any offsets or defenses to the payment of the Borrower Payment Obligations, and (v) that the Borrower Loan Documents and the Funding Loan Documents to which the Borrower is a party are valid, legal

and binding obligations of the Borrower and have not been modified or, if modified, giving particulars of such modification, and no Event of Default exists thereunder or specify any Event of Default that does exist thereunder. The Borrower shall use commercially reasonable efforts to furnish to the Funding Lender or the Servicer, within 30 days of a request by the Funding Lender or Servicer, tenant estoppel certificates from each commercial tenant at the Project, if any, in form and substance reasonably satisfactory to the Funding Lender and the Servicer; provided that the Funding Lender and the Servicer shall not make such requests more frequently than twice in any year.

#### **Section 5.13. Defense of Actions.**

The Borrower shall appear in and defend any action or proceeding purporting to affect the security for this Borrower Loan Agreement hereunder or under the Borrower Loan Documents and the Funding Loan Documents, and shall pay, in the manner required by Section 2.4 hereof, all costs and expenses, including the cost of evidence of title and attorneys' fees, in any such action or proceeding in which Funding Lender may appear. If the Borrower fails to perform any of the covenants or agreements contained in this Borrower Loan Agreement or any other Borrower Loan Document, or if any action or proceeding is commenced that is not diligently defended by the Borrower which affects the Funding Lender's interest in the Project or any part thereof, including eminent domain, code enforcement or proceedings of any nature whatsoever under any Federal or state law, whether now existing or hereafter enacted or amended, then the Funding Lender may make such appearances, disburse such sums and take such action as the Funding Lender deems necessary or appropriate to protect its interests. Such actions include disbursement of attorneys' fees, entry upon the Project to make repairs or take other action to protect the security of the Project, and payment, purchase, contest or compromise of any encumbrance, charge or lien which in the judgment of Funding Lender appears to be prior or superior to the Borrower Loan Documents or the Funding Loan Documents. The Funding Lender shall have no obligation to do any of the above. The Funding Lender may take any such action without notice to or demand upon the Borrower. No such action shall release the Borrower from any obligation under this Borrower Loan Agreement or any of the other Borrower Loan Documents or Funding Loan Documents. In the event (i) that the Security Instrument is foreclosed in whole or in part or that any Borrower Loan Document is put into the hands of an attorney for collection, suit, action or foreclosure, or (ii) of the foreclosure of any mortgage, deed of trust or deed to secure debt prior to or subsequent to the Security Instrument or any Borrower Loan Document in which proceeding the Funding Lender is made a party or (iii) of the bankruptcy of the Borrower or an assignment by the Borrower for the benefit of its creditors, the Borrower shall be chargeable with and agrees to pay all costs of collection and defense, including actual attorneys' fees in connection therewith and in connection with any appellate proceeding or post-judgment action involved therein, which shall be due and payable together with all required service or use taxes.

#### **Section 5.14. Expenses.**

The Borrower shall pay all reasonable expenses incurred by the Governmental Lender, the Funding Lender and the Servicer (except as provided in Section 9.1 hereof) in connection with the Borrower Loan and the Funding Loan, including reasonable fees and expenses of the

Governmental Lender's, the Funding Lender's and the Servicer's attorneys, environmental, engineering and other consultants, and fees, charges or taxes for the recording or filing of Borrower Loan Documents and the Funding Loan Documents. The Borrower shall pay or cause to be paid all reasonable expenses of the Governmental Lender, the Funding Lender and the Servicer (except as provided in Section 9.1 hereof) in connection with the issuance or administration of the Borrower Loan and the Funding Loan, including audit costs, inspection fees, settlement of condemnation and casualty awards, and premiums for title insurance and endorsements thereto. The Borrower shall, upon request, promptly reimburse the Governmental Lender, the Funding Lender and the Servicer for all reasonable amounts expended, advanced or incurred by the Governmental Lender, the Funding Lender and the Servicer to collect the Borrower Notes, or to enforce the rights of the Governmental Lender, the Funding Lender and the Servicer under this Borrower Loan Agreement or any other Borrower Loan Document, or to defend or assert the rights and claims of the Governmental Lender, the Funding Lender and the Servicer under the Borrower Loan Documents and the Funding Loan Documents arising out of an Event of Default or with respect to the Project (by litigation or other proceedings) arising out of an Event of Default, which amounts will include all court costs, attorneys' fees and expenses, fees of auditors and accountants, and investigation expenses as may be reasonably incurred by the Governmental Lender, the Funding Lender and the Servicer in connection with any such matters (whether or not litigation is instituted), together with interest at the Default Rate on each such amount from the Date of Disbursement until the date of reimbursement to the Governmental Lender, the Funding Lender and the Servicer, all of which shall constitute part of the Borrower Loan and the Funding Loan and shall be secured by the Borrower Loan Documents and the Funding Loan Documents. The obligations and liabilities of the Borrower under this Section 5.14 shall survive the Term of this Borrower Loan Agreement and the exercise by the Governmental Lender, the Funding Lender or the Servicer, as the case may be, of any of its rights or remedies under the Borrower Loan Documents and the Funding Loan Documents, including the acquisition of the Project by foreclosure or a conveyance in lieu of foreclosure. Notwithstanding the foregoing, the Borrower shall not be obligated to pay amounts incurred as a result of the gross negligence or willful misconduct of the Governmental Lender, the Funding Lender, or the Servicer, and any obligations of the Borrower to pay for environmental inspections or audits will be governed by the Borrower Loan Documents.

#### **Section 5.15. Indemnity.**

In addition to its other obligations hereunder, and in addition to any and all rights of reimbursement, indemnification, subrogation and other rights of Governmental Lender or Funding Lender pursuant hereto and under law or equity, to the fullest extent permitted by law, the Borrower agrees to indemnify, hold harmless and defend the Governmental Lender, the Funding Lender and its parent, the Servicer, the Beneficiary Parties, and each of their respective officers, directors, employees, attorneys and agents (each an "Indemnified Party"), against any and all losses, damages, claims, actions, liabilities, reasonable costs and expenses of any nature, kind or character (including, without limitation, reasonable attorneys' fees, litigation and court costs, amounts paid in settlement (to the extent that the Borrower has consented to such settlement) and amounts paid to discharge judgments) (hereinafter, the "Liabilities") to which the Indemnified Parties, or any of them, may become subject under federal or state securities laws or

any other statutory law or at common law or otherwise, to the extent arising out of or based upon or in any way relating to:

(a) The Borrower Loan Documents and the Funding Loan Documents or the execution or amendment thereof or in connection with transactions contemplated thereby, including the sale, transfer or resale of the Borrower Loan or the Funding Loan, except with respect to any Secondary Market Disclosure Document (other than any Borrower's obligations under Article IX);

(b) Any act or omission of the Borrower or any of its agents, contractors, servants, employees or licensees in connection with the Borrower Loan, the Funding Loan or the Project, the operation of the Project, or the condition, environmental or otherwise, occupancy, use, possession, conduct or management of work done in or about, or from the planning, design, acquisition, construction, installation or rehabilitation of, the Project or any part thereof;

(c) Any lien (other than a Permitted Encumbrance) or charge upon payments by the Borrower to the Governmental Lender or the Funding Lender hereunder, or any taxes (including, without limitation, all ad valorem taxes and sales taxes), assessments, impositions and Other Charges imposed on the Governmental Lender or the Funding Lender in respect of any portion of the Project;

(d) Any violation of any environmental law, rule or regulation with respect to, or the release of any toxic substance from, the Project or any part thereof during the period in which the Borrower is in possession or control of the Project, except as disclosed in the Prior Environmental Disclosures;

(e) The enforcement of, or any action taken by the Governmental Lender or the Funding Lender related to remedies under, this Borrower Loan Agreement and the other Borrower Loan Documents and the Funding Loan Documents;

(f) [Reserved];

(g) Any untrue statement or misleading statement or alleged untrue statement or alleged misleading statement of a material fact by the Borrower made in the course of Borrower applying for the Borrower Loan or the Funding Loan or contained in any of the Borrower Loan Documents or Funding Loan Documents to which the Borrower is a party;

(h) Any Determination of Taxability;

(i) Any breach (or alleged breach) by Borrower of any representation, warranty or covenant made in or pursuant to this Borrower Loan Agreement or in connection with any written or oral representation, presentation, report, appraisal or other information given or delivered by Borrower, General Partner, Guarantor or their Affiliates to Governmental Lender, the Funding Lender, Servicer or any other Person in connection with Borrower's application for the Borrower Loan and the Funding Loan (including, without limitation, any breach or alleged breach by Borrower of any agreement with respect to the provision of any substitute credit enhancement);



(j) any failure (or alleged failure) by Borrower, the Funding Lender or Governmental Lender to comply with applicable federal and state laws and regulations pertaining to the making of the Borrower Loan and the Funding Loan;

(k) the Project, or the condition, occupancy, use, possession, conduct or management of, or work done in or about, or from the planning, design, acquisition, installation, construction or rehabilitation of, the Project or any part thereof; or

(l) the use of the proceeds of the Borrower Loan and the Funding Loan, except in the case of the foregoing indemnification of the Governmental Lender, the Funding Lender or the Servicer or any related Indemnified Party (provided that such indemnification shall not apply to the extent such damages are caused by the gross negligence or willful misconduct of such Indemnified Party).

Without limiting the foregoing, to the fullest extent permitted by law, the Borrower agrees to indemnify, hold harmless and defend the Governmental Lender, and each of its officers, officials, directors, employees, attorneys and agents ("City Indemnified Parties") against any Liability to which the City Indemnified Parties, or any of them, may become subject under federal or state securities laws or any other statutory law or at common law or otherwise, to the extent arising out of or based upon or in any way relating to any declaration of taxability of interest on the Funding Loan or allegations (or regulatory inquiry) that interest on the Funding Loan is taxable for federal income tax purposes, except to the extent such damages are caused by the gross negligence or willful misconduct of a City Indemnified Party.

Notwithstanding anything herein to the contrary, the Borrower's indemnification obligations to the parties specified in Section 9.1.4 hereof with respect to any securitization or Secondary Market Transaction described in Article IX hereof shall be limited to the indemnity set forth in Section 9.1.4 hereof. In the event that any action or proceeding is brought against any Indemnified Party with respect to which indemnity may be sought hereunder, the Borrower, upon written notice from the Indemnified Party (which notice shall be timely given so as not to materially impair the Borrower's right to defend), shall assume the investigation and defense thereof, including the employment of counsel reasonably approved by the Indemnified Party, and shall assume the payment of all expenses related thereto, with full power to litigate, compromise or settle the same in its sole discretion; provided that the Indemnified Party shall have the right to review and approve or disapprove any such compromise or settlement, which approval shall not be unreasonably withheld. Each Indemnified Party shall have the right to employ separate counsel in any such action or proceeding and to participate in the investigation and defense thereof; provided, however, the Governmental Lender shall have the absolute right to employ separate counsel at the expense of the Borrower. The Borrower shall pay the reasonable fees and expenses of such separate counsel; provided, however, that such Indemnified Party may only employ separate counsel at the expense of the Borrower if and only if in such Indemnified Party's good faith judgment (based on the advice of counsel) a conflict of interest exists or could arise by reason of common representation, except that the Borrower shall always pay the reasonable fees and expenses of the Governmental Lender's separate counsel.

Notwithstanding any transfer of the Project to another owner in accordance with the

provisions of this Borrower Loan Agreement or the Regulatory Agreement, the Borrower shall remain obligated to indemnify each Indemnified Party pursuant to this Section 5.15 if such subsequent owner fails to indemnify any party entitled to be indemnified hereunder, unless the Governmental Lender and the Funding Lender have consented to such transfer and to the assignment of the rights and obligations of the Borrower hereunder.

The rights of any persons to indemnity and the right to payment of fees and reimbursement of expenses hereunder shall survive the final payment or defeasance of the Borrower Loan and the Funding Loan and in the case of the Servicer, any resignation or removal. The provisions of this Section 5.15 shall survive the termination of this Borrower Loan Agreement.

Nothing in this Section 5.15 shall in any way limit the Borrower's indemnification and other payment obligations set forth in the Regulatory Agreement.

**Section 5.16. No Warranty of Condition or Suitability by the Governmental Funding Lender.**

Neither the Governmental Lender nor the Funding Lender makes any warranty, either express or implied, as to the condition of the Project or that it will be suitable for the Borrower's purposes or needs.

**Section 5.17. Right of Access to the Project.**

The Borrower agrees that the Governmental Lender, the Funding Lender, the Servicer and the Construction Consultant, and their duly authorized agents, attorneys, experts, engineers, accountants and representatives shall have the right, but no obligation at all reasonable times during business hours and upon reasonable notice, to enter onto the Land (a) to examine, test and inspect the Project without material interference or prejudice to the Borrower's operations and (b) to perform such work in and about the Project made necessary by reason of the Borrower's default under any of the provisions of this Borrower Loan Agreement. The Governmental Lender, the Funding Lender, the Servicer, and their duly authorized agents, attorneys, accountants and representatives shall also be permitted, without any obligation to do so, at all reasonable times and upon reasonable notice during business hours, to examine the books and records of the Borrower with respect to the Project.

**Section 5.18. Notice of Default.**

The Borrower will advise the Governmental Lender, the Funding Lender, and the Servicer promptly in writing of the occurrence of any Potential Default or Event of Default hereunder, specifying the nature and period of existence of such event and the actions being taken or proposed to be taken with respect thereto.

**Section 5.19. Covenant with Governmental Lender and Funding Lender.**

The Borrower agrees that this Borrower Loan Agreement is executed and delivered in part to induce the purchase by others of the Governmental Lender Note and, accordingly, all

covenants and agreements of the Borrower contained in this Borrower Loan Agreement are hereby declared to be for the benefit of the Governmental Lender, the Funding Lender and any lawful owner, holder or pledgee of the Borrower Note or the Governmental Lender Note from time to time.

**Section 5.20. Obligation of the Borrower to Construct or Rehabilitate the Project.**

The Borrower shall proceed with reasonable dispatch to construct or rehabilitate, as appropriate, and equip the Project. If the proceeds of the Borrower Loan, together with the Other Borrower Moneys, available to be disbursed to the Borrower are not sufficient to pay the costs of such construction or rehabilitation, as appropriate, and equipping, the Borrower shall pay such additional costs from its own funds. The Borrower shall not be entitled to any reimbursement from the Governmental Lender, the Funding Lender or the Servicer in respect of any such costs or to any diminution or abatement in the repayment of the Borrower Loan. The Governmental Lender and the Funding Lender shall not be liable to the Borrower or any other person if for any reason the Project is not completed or if the proceeds of the Borrower Loan are insufficient to pay all costs of the Project. The Governmental Lender and the Funding Lender do not make any representation or warranty, either express or implied, that moneys, if any, which will be made available to the Borrower will be sufficient to complete the Project, and the Governmental Lender and the Funding Lender shall not be liable to the Borrower or any other person if for any reason the Project is not completed.

**Section 5.21. Maintenance of Insurance.**

Borrower will maintain the insurance required by the Borrower Loan Documents.

**Section 5.22. Information; Statements and Reports.**

Borrower shall furnish or cause to be furnished to Governmental Lender and Funding Lender:

(a) Notice of Default. As soon as possible, and in any event not later than five (5) Business Days after the occurrence of any Event of Default or Potential Default, a statement of a Borrower Authorized Representative describing the details of such Event of Default or Potential Default and any curative action Borrower proposes to take;

(b) Financial Statements; Rent Rolls. In the manner and to the extent required under the Construction Funding Agreement, such financial statements, expenses statements, rent rolls, reports and other financial documents and information as required by the Construction Funding Agreement and the other Borrower Loan Documents and Funding Loan Documents, in the form and within the time periods required therein;

(c) General Partner. As soon as available and in any event within one hundred twenty (120) days after the end of each fiscal year of General Partner, copies of the financial statements of General Partner as of such date, prepared in substantially the form previously delivered to the Governmental Lender and Funding Lender and in a manner consistent therewith, or in such form

(which may include a form prepared in accordance with GAAP) as Funding Lender may reasonably request;

(d) Leasing Reports. On a monthly basis (and in any event within fifteen (15) days after the end of each Calendar Month), a report of all efforts made by Borrower, if any, to lease all or any portion of the Project during such Calendar Month and on a cumulative basis since Project inception, which report shall be prepared and delivered by Borrower, shall be in form and substance satisfactory to Funding Lender, and shall, if requested by Funding Lender, be supported by copies of letters of intent, leases or occupancy agreements, as applicable;

(e) Audit Reports. Promptly upon receipt thereof, copies of all reports, if any, submitted to Borrower by independent public accountants in connection with each annual, interim or special audit of the financial statements of Borrower made by such accountants, including the comment letter submitted by such accountants to management in connection with their annual audit;

(f) Notices; Certificates or Communications. Immediately upon giving or receipt thereof, copies of any notices, certificates or other communications delivered at the Project or to Borrower or General Partner naming Governmental Lender or Funding Lender as addressee or which could reasonably be deemed to affect the structural integrity of the Project or the ability of Borrower to perform its obligations under the Borrower Loan Documents and the Funding Loan Documents;

(g) Certification of Non-Foreign Status. Promptly upon request of Funding Lender from time to time, a Certification of Non-Foreign Status, executed on or after the date of such request by Funding Lender;

(h) Compliance Certificates. If requested by the Funding Lender, within 120 days after the end of each calendar year, a statement, in form and substance satisfactory to Funding Lender and certified by an Authorized Borrower Representative, to the effect that Borrower is in compliance with all covenants, terms and conditions applicable to Borrower, under or pursuant to the Borrower Loan Documents and the Funding Loan Documents and under or pursuant to any other Debt owing by Borrower to any Person, and disclosing any noncompliance therewith, and any Event of Default or Potential Default, and describing the status of Borrower's actions to correct such noncompliance, Event of Default or Potential Default, as applicable; and

(i) Other Items and Information. Such other information concerning the assets, business, financial condition, operations, property, prospects and results of operations of Borrower, General Partner, Guarantor or the Project, as Funding Lender or Governmental Lender reasonably requests from time to time.

#### **Section 5.23. Additional Notices.**

Borrower will, promptly after becoming aware thereof, give notice to Funding Lender and the Governmental Lender of:

(a) any Lien affecting the Project, or any part thereof, other than Liens expressly permitted under this Borrower Loan Agreement;

(b) any Legal Action which is instituted by or against Borrower, General Partner or Guarantor, or any Legal Action which is threatened against Borrower, General Partner or Guarantor which, in any case, if adversely determined, could have a material adverse effect upon the business, operations, properties, prospects, assets, management, ownership or condition (financial or otherwise) of Borrower, General Partner, Guarantor or the Project;

(c) any Legal Action which constitutes an Event of Default or a Potential Default or a default under any other Contractual Obligation to which Borrower, General Partner or Guarantor is a party or by or to which Borrower, General Partner or Guarantor, or any of their respective properties or assets, may be bound or subject, which default would have a material adverse effect on the business, operations, assets (including the Project), condition (financial or otherwise) or prospects of Borrower, General Partner or Guarantor, as applicable;

(d) any default, alleged default or potential default on the part of Borrower under any of the CC&R's (together with a copy of each notice of default, alleged default or potential default received from any other party thereto);

(e) any notice of default, alleged default or potential default on the part of Borrower received from any tenant or occupant of the Project under or relating to its lease or occupancy agreement (together with a copy of any such notice), if, in the aggregate, notices from at least fifteen percent (15%) of the tenants at the Project have been received by Borrower with respect to, or alleging, the same default, alleged default or potential default;

(f) any change or contemplated change in (i) the location of Borrower's or General Partner's executive headquarters or principal place of business; (ii) the legal, trade, or fictitious business names used by Borrower or General Partner; or (iii) the nature of the trade or business of Borrower; and

(g) any default, alleged default or potential default on the part of any general or limited partner (including, without limitation, General Partner and the Equity Investor) under the Partnership Agreement.

#### **Section 5.24. Compliance with Other Agreements; Legal Requirements.**

(a) Borrower shall timely perform and comply with, and shall cause General Partner to timely perform and comply with the covenants, agreements, obligations and restrictions imposed on them under the Partnership Agreement, and Borrower shall not do or permit to be done anything to impair any such party's rights or interests under any of the foregoing.

(b) Borrower will comply and, to the extent it is able, will require others to comply with, all Legal Requirements of all Governmental Authorities having jurisdiction over the Project or construction and/or rehabilitation of the Improvements, and will furnish Funding Lender with reports of any official searches for or notices of violation of any requirements established by such Governmental Authorities. Borrower will comply and, to the extent it is able,

will require others to comply, with applicable CC&R's and all restrictive covenants and all obligations created by private contracts and leases which affect ownership, construction, rehabilitation, equipping, fixturing, use or operation of the Project, and all other agreements requiring a certain percentage of the Units to be rented to persons of low or moderate income. The Improvements, when completed, shall comply with all applicable building, zoning and other Legal Requirements, and will not violate any restrictions of record against the Project or the terms of any other lease of all or any portion of the Project. Funding Lender shall at all times have the right to audit, at Borrower's expense, Borrower's compliance with any agreement requiring a certain percentage of the Units to be rented to persons of low or moderate income, and Borrower shall supply all such information with respect thereto as Funding Lender may request and otherwise cooperate with Funding Lender in any such audit. Without limiting the generality of the foregoing, Borrower shall properly obtain, comply with and keep in effect (and promptly deliver copies to Funding Lender of) all permits, licenses and approvals which are required to be obtained from Governmental Authorities in order to construct, occupy, operate, market and lease the Project.

#### **Section 5.25. Completion and Maintenance of Project.**

Borrower shall cause the construction or rehabilitation, as the case may be, of the Improvements, to be prosecuted with diligence and continuity and completed substantially in accordance with the Plans and Specifications, and in accordance with the Construction Funding Agreement, free and clear of any liens or claims for liens (but without prejudice to Borrower's rights of contest under Section 10.16 hereof) ("Completion") on or before the Completion Date. Borrower shall thereafter maintain the Project and the related and appurtenant uses as a residential apartment complex in good order and condition, ordinary wear and tear excepted. A maintenance program shall be in place at all times to assure the continuation of first class maintenance, which shall mean and be no less than the highest quality of maintenance provided by the Manager for similarly situated properties managed by the Manager.

#### **Section 5.26. Fixtures.**

Borrower shall deliver to Funding Lender, on demand, any contracts, bills of sale, statements, receipted vouchers or agreements under which Borrower or any other Person claims title to any materials, fixtures or articles incorporated into the Improvements.

#### **Section 5.27. Income from Project.**

Borrower shall first apply all Gross Income to Expenses of the Project, including all amounts then required to be paid under the Borrower Loan Documents and the Funding Loan Documents and the funding of all sums necessary to meet the Replacement Reserve Fund Requirement before using or applying such Gross Income for any other purpose. Borrower shall not make or permit any distributions or other payments of Net Operating Income to its partners, shareholders or members, as applicable, in each case, without the prior Written Consent of Funding Lender.

Section 5.28. Leases and Occupancy Agreements.

(a) Lease Approval.

(i) Borrower has submitted to Funding Lender, and Funding Lender in addition to the Governmental Lender have approved Borrower's standard form of tenant lease (the "Tenant Lease Form") for use in the Project. Borrower shall not materially modify the Tenant Lease Form without Funding Lender's prior Written Consent in each instance, which consent shall not be unreasonably withheld or delayed. Borrower may enter into leases of space within the Improvements (and amendments to such leases) in the ordinary course of business with bona fide third-party tenants without Funding Lender's prior Written Consent if:

(A) The Tenant Lease Form is a Permitted Lease without material modification;

(B) Borrower, acting in good faith following the exercise of due diligence, has determined that the tenant meets requirements imposed under any applicable CC&R and is financially capable of performing all of its obligations under the Tenant Lease Form; and

(C) The Tenant Lease Form conforms to the rent schedule described in Section 4.1.49 hereof and reflects an arm's-length transaction, subject to the requirement that the Borrower comply with any applicable CC&R.

(ii) If any Event of Default has occurred and is continuing, Funding Lender may make written demand on Borrower to submit all future leases for Funding Lender's approval prior to execution. Borrower shall comply with any such demand by Funding Lender.

(iii) No approval of any lease by Funding Lender shall be for any purpose other than to protect Funding Lender's security for the Borrower Loan and to preserve Funding Lender's rights under the Borrower Loan Documents and the Funding Loan Documents. No approval by Funding Lender shall result in a waiver of any default of Borrower. In no event shall any approval by Funding Lender of a lease be a representation of any kind with regard to the lease or its enforceability, or the financial capacity of any tenant or Guarantor.

(b) Obligations. Borrower shall perform all obligations required to be performed by it as landlord under any lease affecting any part of the Project or any space within the Improvements.

(c) Leasing and Marketing Agreements. Except as may be contemplated in the Management Agreement with Borrower's Manager, Borrower shall not without the approval of Funding Lender enter into any leasing or marketing agreement and Funding Lender reserves the right to approve the qualifications of any marketing or leasing agent.

**Section 5.29. Project Agreements and Licenses.**

To the extent not heretofore delivered to Funding Lender, Borrower will furnish to Funding Lender, as soon as available, true and correct copies of all Project Agreements and Licenses and the Plans and Specifications, together with assignments thereof to Funding Lender and consents to such assignments where required by Funding Lender, all in form and substance acceptable to Funding Lender. Neither Borrower nor General Partner has assigned or granted, or will assign or grant, a security interest in any of the Project Agreements and Licenses, other than to Funding Lender.

**Section 5.30. Payment of Debt Payments.**

In addition to its obligations under the Borrower Note, Borrower will (i) duly and punctually pay or cause to be paid all principal of and interest on any Debt of Borrower as and when the same become due on or before the due date; (ii) comply with and perform all conditions, terms and obligations of other instruments or agreements evidencing or securing such Debt; (iii) promptly inform Funding Lender of any default, or anticipated default, under any such note, agreement, instrument; and (iv) forward to Funding Lender a copy of any notice of default or notice of any event that might result in default under any such note, agreement, instrument, including Liens encumbering the Project, or any portion thereof, which have been subordinated to the Security Instrument (regardless of whether or not permitted under this Borrower Loan Agreement).

**Section 5.31. ERISA.**

Borrower will comply, and will cause each of its ERISA Affiliates to comply, in all respects with the provisions of ERISA.

**Section 5.32. Patriot Act Compliance.**

Borrower shall use its good faith and commercially reasonable efforts to comply with the Patriot Act and all applicable requirements of Governmental Authorities having jurisdiction over Borrower and/or the Project, including those relating to money laundering and terrorism. Funding Lender shall have the right to audit Borrower's compliance with the Patriot Act and all applicable requirements of Governmental Authorities having jurisdiction over Borrower and/or the Project, including those relating to money laundering and terrorism. In the event that Borrower fails to comply with the Patriot Act or any such requirements of Governmental Authorities, then Funding Lender may, at its option, cause Borrower to comply therewith and any and all costs and expenses incurred by Funding Lender in connection therewith shall be secured by the Security Instrument and shall be immediately due and payable.

**Section 5.33. Funds from Equity Investor.**

Borrower shall cause the Equity Investor to fund all installments of the Equity Contributions in the amounts and at the times subject and according to the terms of the Partnership Agreement.



**Section 5.34. Tax Covenants.** The Borrower further represents, warrants and covenants as follows:

(a) General. The Borrower shall not take any action or omit to take any action which, if taken or omitted, respectively, would adversely affect the exclusion of interest on the Governmental Lender Note from gross income (as defined in Section 61 of the Code), for federal income tax purposes and, if it should take or permit any such action, the Borrower will take all lawful actions that it can take to rescind such action promptly upon having knowledge thereof and that the Borrower will take such action or actions, including amendment of this Borrower Loan Agreement, the Security Instrument, the Regulatory Agreement, or any other Borrower Loan Documents or Funding Loan Document as may be necessary, in the opinion of Tax Counsel, 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 applicable to the Governmental Lender Note, the Funding Loan or affecting the Project. Capitalized terms used in this Section 5.34 shall have the respective meanings assigned to them in the Regulatory Agreement or, if not defined therein, in the Funding Loan Agreement. With the intent not to limit the generality of the foregoing, the Borrower covenants and agrees that, prior to the final maturity of the Governmental Lender Note, unless it has received and filed with the Governmental Lender and the Funding Lender a Tax Counsel No Adverse Effect Opinion (other than with respect to interest on any portion of the Governmental Lender Note for a period during which such portion of the Governmental Lender Note is held by a "substantial user" of any facility financed with the proceeds of the Governmental Lender Note or a "related person," as such terms are used in Section 147(a) of the Code), the Borrower will comply with this Section 5.34.

(b) Use of Proceeds. The use of the net proceeds of the Funding Loan at all times will satisfy the following requirements:

(i) Limitation on Net Proceeds. At least 95% of the net proceeds of the Funding Loan (within the meaning of the Code) actually expended shall be used to pay Qualified Project Costs that are costs of a "qualified residential rental project" (within the meaning of Sections 142(a)(7) and 142(d) of the Code) and property that is "functionally related and subordinate" thereto (within the meaning of Sections 1.103-8(a)(3) and 1.103-8(b)(4)(iii) of the Regulations).

(ii) Limit on Costs of Funding. The proceeds of the Funding Loan will be expended for the purposes set forth in this Borrower Loan Agreement and in the Funding Loan Agreement and no portion thereof in excess of two percent of the proceeds of the Funding Loan, within the meaning of Section 147(g) of the Code, will be expended to pay Costs of Funding of the Funding Loan.

(iii) Prohibited Facilities. The Borrower shall not use or permit the use of any proceeds of the Funding Loan or any income from the investment thereof 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.

(iv) Limitation on Land. Less than 25 percent of the net proceeds of the Funding Loan actually expended will be used, directly or indirectly, for the acquisition of land or an interest therein, nor will any portion of the net proceeds of the Funding Loan be used, directly or indirectly, for the acquisition of land or an interest therein to be used for farming purposes.

(v) Limitation on Existing Facilities. No portion of the net proceeds of the Funding Loan will be used for the acquisition of any existing property or an interest therein unless (A) the first use of such property is pursuant to such acquisition or (B) the rehabilitation expenditures with respect to any building and the equipment therefor equal or exceed 15 percent of the cost of acquiring such building financed with the proceeds of the Funding Loan (with respect to structures other than buildings, this clause shall be applied by substituting 100 percent for 15 percent). For purposes of the preceding sentence, the term "rehabilitation expenditures" shall have the meaning set forth in Section 147(d)(3) of the Code.

(vi) Accuracy of Information. The information furnished by the Borrower and used by the Governmental Lender in preparing its certifications with respect to Section 148 of the Code and the Borrower's information statement pursuant to Section 149(e) of the Code is accurate and complete as of the date of origination of the Funding Loan.

(vii) Limitation of Project Expenditures. The acquisition, construction and equipping of the Project were not commenced (within the meaning of Section 144(a) of the Code) prior to the 60th day preceding the adoption of the resolution of the Governmental Lender with respect to the Project on April 13, 2016, and no obligation for which reimbursement will be sought from proceeds of the Funding Loan relating to the acquisition, construction or equipping of the Project was paid or incurred prior to 60 days prior to such date, except for permissible "preliminary expenditures", which include architectural, engineering surveying, soil testing, reimbursement bond issuance and similar costs incurred prior to the commencement of construction, rehabilitation or acquisition of the Project, and which do not exceed 20% of the aggregate issue price of the Governmental Lender Note.

(viii) Qualified Costs. The Borrower hereby represents, covenants and warrants that the proceeds of the Funding Loan shall be used or deemed used exclusively to pay costs which are (A) capital expenditures (as defined in Section 1.150-1(b) 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 and that for the greatest number of buildings the proceeds of the Governmental Lender Note 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 Governmental Lender Note for the purpose of complying with Section 42(h)(4)(B) of the Code; provided however, the foregoing representation, covenant and warranty is made for the benefit of the Borrower and its partners and neither the Funding Lender nor the Governmental Lender shall have any obligation to

enforce this statement 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 or payees of the Governmental Lender Note and the Borrower Note 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 Borrower Loan Agreement or the Funding Loan Agreement.

(c) Limitation on Maturity. The average maturity of the Governmental Lender Note does not exceed 120 percent of the average reasonably expected economic life of the Project to be financed by the Funding Loan, weighted in proportion to the respective cost of each item comprising the property the cost of which has been or will be financed, directly or indirectly, with the net proceeds of the Funding Loan. For purposes of the preceding sentence, the reasonably expected economic life of property shall be determined as of the later of (A) the Closing Date for the Funding Loan or (B) the date on which such property is placed in service (or expected to be placed in service). In addition, land shall not be taken into account in determining the reasonably expected economic life of property.

(d) No Arbitrage. The Borrower shall not take any action or omit to take any action with respect to the Gross Proceeds of the Governmental Lender Note or of any amounts expected to be used to pay the principal thereof or the interest thereon which, if taken or omitted, respectively, would cause the Governmental Lender Note to be classified as an "arbitrage bond" within the meaning of Section 148 of the Code. Except as provided in the Funding Loan Agreement, the Construction Funding Agreement, and this Borrower Loan Agreement, the Borrower shall not pledge or otherwise encumber, or permit the pledge or encumbrance of, any money, investment, or investment property as security for payment of any amounts due under this Borrower Loan Agreement or the Borrower Note relating to the Governmental Lender Note, shall not establish any segregated reserve or similar fund for such purpose and shall not prepay any such amounts in advance of the redemption date of an equal principal amount of the Governmental Lender Note, unless the Borrower has obtained in each case a Tax Counsel No Adverse Effect Opinion with respect to such action, a copy of which shall be provided to the Governmental Lender and the Funding Lender. The Borrower shall not, at any time prior to the final maturity of the Governmental Lender Note, invest or cause any Gross Proceeds to be invested in any investment (or to use Gross Proceeds to replace money so invested), if, as a result of such investment the Yield of all investments acquired with Gross Proceeds (or with money replaced thereby) on or prior to the date of such investment exceeds the Yield of the Governmental Lender Note to the Maturity Date, except as permitted by Section 148 of the Code and Regulations thereunder or as provided in the Regulatory Agreement. The Borrower further covenants and agrees that it will comply with all applicable requirements of said Section 148 and the rules and Regulations thereunder relating to the Governmental Lender Note and the interest thereon, including the employment of a Rebate Analyst acceptable to the Governmental Lender and Funding Lender at all times from and after the Closing Date for the calculation of rebatable amounts to the United States Treasury Department. The Borrower agrees that it will cause the Rebate Analyst to calculate the rebatable amounts not later than forty-five days after the fifth anniversary of the Closing Date and each five years thereafter and not later than forty-five days after the final Computation Date and agrees that the Borrower will pay all costs associated

therewith. The Borrower agrees to provide evidence of the employment of the Rebate Analyst satisfactory to the Governmental Lender and Funding Lender.

(e) No Federal Guarantee. Except to the extent permitted by Section 149(b) of the Code and the Regulations and rulings thereunder, the Borrower shall not take or omit to take any action which would cause the Governmental Lender Note to be "federally guaranteed" within the meaning of Section 149(b) of the Code and the Regulations and rulings thereunder.

(f) Representations. The Borrower has supplied or caused to be supplied to Tax Counsel all documents, instruments and written information requested by Tax Counsel, and all such documents, instruments and written information supplied by or on behalf of the Borrower at the request of Tax Counsel, which have been reasonably relied upon by Tax Counsel in rendering its opinion with respect to the exclusion from gross income of the interest on the Governmental Lender Note for federal income tax purposes, are true and correct in all material respects, do not contain any untrue statement of a material fact and do not omit to state any material fact necessary to be stated therein in order to make the information provided therein, in light of the circumstances under which such information was provided, not misleading, and the Borrower is not aware of any other pertinent information which Tax Counsel has not requested.

(g) Qualified Residential Rental Project. The Borrower hereby covenants and agrees that the Project will be operated as a "qualified residential rental project" within the meaning of Section 142(d) of the Code, on a continuous basis during the longer of the Qualified Project Period (as defined in the Regulatory Agreement) or any period during which any portion of the Governmental Lender Note remains outstanding, to the end that the interest on the Governmental Lender Note shall be excluded from gross income for federal income tax purposes. The Borrower hereby covenants and agrees, continuously during the Qualified Project Period, to comply with all the provisions of the Regulatory Agreement.

(h) Information Reporting Requirements. The Borrower will comply with the information reporting requirements of Section 149(e)(2) of the Code requiring certain information regarding the Governmental Lender Note to, be filed with the Internal Revenue Service within prescribed time limits.

(i) Governmental Lender Note Not a Hedge Bond. The Borrower covenants and agrees that not more than 50% of the proceeds of the Governmental Lender Note will be invested in Nonpurpose Investments having a substantially guaranteed Yield for four years or more within the meaning of Section 149(f)(3)(A)(ii) of the Code, and the Borrower reasonably expects that at least 85% of the spendable proceeds of the Governmental Lender Note will be used to carry out the governmental purposes of the Governmental Lender Note within the three-year period beginning on the Closing Date.

(j) Termination of Restrictions. Although the parties hereto recognize that, subject to the provisions of the Regulatory Agreement, the provisions of this Borrower Loan Agreement shall terminate in accordance with Section 10.14 hereof, the parties hereto recognize that pursuant to the Regulatory Agreement, certain requirements, including the requirements incorporated by reference in this Section, may continue in effect beyond the term hereof.

(k) Public Approval. The Borrower covenants and agrees that the proceeds

of the Governmental Lender Note will not be used in a manner that deviates in any substantial degree from the Project described in the written notice of a public hearing regarding the Governmental Lender Note.

(l) 40/60 Test Election. The Borrower and the Governmental Lender hereby elect to apply the requirements of Section 142(d)(1)(B) to the Project. The Borrower hereby represents, covenants and agrees, continuously during the Qualified Project Period, to comply with all the provisions of the Regulatory Agreement.

(m) Modification of Tax Covenants. Subsequent to the origination of the Funding Loan and prior to its payment in full (or provision for the payment thereof having been made in accordance with the provisions of the Funding Loan Agreement), this Section 5.34 hercof may not be amended, changed, modified, altered or terminated except as permitted herein and by the Funding Loan Agreement and with the Written Consent of the Governmental Lender and the Funding Lender. Anything contained in this Borrower Loan Agreement or the Funding Loan Agreement to the contrary notwithstanding, the Governmental Lender, the Funding Lender and the Borrower hereby agree to amend this Borrower Loan Agreement and, if appropriate, the Funding Loan Agreement and the Regulatory Agreement, to the extent required, in the opinion of Tax Counsel, in order for interest on the Governmental Lender Note to remain excludable from gross income for federal income tax purposes. The party requesting such amendment, which may include the Funding Lender, shall notify the other parties to this Borrower Loan Agreement of the proposed amendment and send a copy of such requested amendment to Tax Counsel. After review of such proposed amendment, Tax Counsel shall render to the Funding Lender and the Governmental Lender an opinion as to the effect of such proposed amendment upon the includability of interest on the Governmental Lender Note in the gross income of the recipient thereof for federal income tax purposes. The Borrower shall pay all necessary fees and expenses incurred with respect to such amendment. The Borrower, the Governmental Lender and, where applicable, the Funding Lender per written instructions from the Governmental Lender shall execute, deliver and, if applicable, the Borrower shall file of record, any and all documents and instruments, including without limitation, an amendment to the Regulatory Agreement, with a file-stamped copy to the Funding Lender, necessary to effectuate the intent of this Section 5.34, and the Borrower and the Governmental Lender hereby appoint the Funding Lender as their true and lawful attorney-in-fact to execute, deliver and, if applicable, file of record on behalf of the Borrower or the Governmental Lender, as is applicable, any such document or instrument (in such form as may be approved by and upon instruction of Tax Counsel) if either the Borrower or the Governmental Lender defaults in the performance of its obligation under this Section 5.34; provided, however, that the Funding Lender shall take no action under this Section 5.34 without first notifying the Borrower or the Governmental Lender, as is applicable, of its intention to take such action and providing the Borrower or the Governmental Lender, as is applicable, a reasonable opportunity to comply with the requirements of this Section 5.34.

The Borrower irrevocably authorizes and directs the Funding Lender and any other agent designated by the Governmental Lender to make payment of such amounts from funds of the

Borrower, if any, held by the Funding Lender, or any agent of the Governmental Lender or the Funding Lender. The Borrower further covenants and agrees that, pursuant to the requirements of Treasury Regulation Section 1.148-1(b), it (or any related person contemplated by such regulations) will not purchase interests in the Governmental Lender Note in an amount related to the amount of the Borrower Loan.

**Section 5.35. Payment of Rebate.**

(a) **Arbitrage Rebate.** The Borrower agrees to take all steps necessary to compute and pay any rebatable arbitrage relating to the Funding Loan or the Governmental Lender Note in accordance with Section 148(f) of the Code including:

(i) **Delivery of Documents and Money on Computation Dates.** The Borrower will deliver to the Servicer, within 55 days after each Computation Date:

(A) a statement, signed by the Borrower, stating the Rebate Amount as of such Computation Date;

(B) if such Computation Date is an Installment Computation Date, an amount that, together with any amount then held for the credit of the Rebate Fund, is equal to at least 90% of the Rebate Amount as of such Installment Computation Date, less any "previous rebate payments" made to the United States (as that term is used in Section 1.148-3(f)(1) of the Regulations), or (2) if such Computation Date is the final Computation Date, an amount that, together with any amount then held for the credit of the Rebate Fund, is equal to the Rebate Amount as of such final Computation Date, less any "previous rebate payments" made to the United States (as that term is used in Section 1.148-3(f)(1) of the Regulations); and

(C) an Internal Revenue Service Form 8038-T properly signed and completed as of such Computation Date.

(ii) **Correction of Underpayments.** If the Borrower shall discover or be notified as of any date that any payment paid to the United States Treasury pursuant to this Section 5.35 of an amount described in Section 5.35(a)(i)(A) or (B) above shall have failed to satisfy any requirement of Section 1.148-3 of the Regulations (whether or not such failure shall be due to any default by the Borrower, the Governmental Lender or the Funding Lender), the Borrower shall (1) pay to the Servicer (for deposit to the Rebate Fund) and cause the Servicer to pay to the United States Treasury from the Rebate Fund the underpayment of the Rebate Amount, together with any penalty and/or interest due, as specified in Section 1.148-3(h) of the Regulations, within 175 days after any discovery or notice and (2) deliver to the Servicer an Internal Revenue Service Form 8038-T completed as of such date. If such underpayment of the Rebate Amount, together with any penalty and/or interest due, is not paid to the United States Treasury in the amount and manner and by the time specified in the Regulations, the Borrower shall take such

steps as are necessary to prevent the Governmental Lender Note from becoming an arbitrage bond within the meaning of Section 148 of the Code.

(iii) Records. The Borrower shall retain all of its accounting records relating to the funds established under this Borrower Loan Agreement and all calculations made in preparing the statements described in this Section 5.35 for at least six years after the later of the final maturity of the Governmental Lender Note or the date the Funding Loan is retired in full.

(iv) Costs. The Borrower agrees to pay all of the fees and expenses of a nationally recognized Tax Counsel, the Rebate Analyst, a certified public accountant and any other necessary consultant employed by the Borrower or the Funding Lender in connection with computing the Rebate Amount.

(v) No Diversion of Rebatable Arbitrage. The Borrower will not indirectly pay any amount otherwise payable to the federal government pursuant to the foregoing requirements to any person other than the federal government by entering into any investment arrangement with respect to the Gross Proceeds of the Funding Loan which is not purchased at Fair Market Value or includes terms that the Borrower would not have included if the Funding Loan were not subject to Section 148(f) of the Code.

(vi) Modification of Requirements. If at any time during the term of this Borrower Loan Agreement, the Governmental Lender, the Funding Lender or the Borrower desires to take any action which would otherwise be prohibited by the terms of this Section 5.35, such Person shall be permitted to take such action if it shall first obtain and provide to the other Persons named herein a Tax Counsel No Adverse Effect Opinion with respect to such action.

(b) Rebate Fund. If required, the Servicer shall establish and hold a separate fund designated as the "Rebate Fund." The Servicer shall deposit or transfer to the credit of the Rebate Fund each amount delivered to the Servicer by the Borrower for deposit thereto and each amount directed by the Borrower to be transferred thereto.

(c) Within 15 days after each receipt or transfer of funds to the Rebate Fund, the Servicer shall withdraw from the Rebate Fund and pay to the United States of America the entire balance of the Rebate Fund.

(d) All payments to the United States of America pursuant to this Section 5.35 shall be made by the Servicer for the account and in the name of the Governmental Lender and shall be paid through the United States Mail (return receipt requested or overnight delivery), addressed to the appropriate Internal Revenue Service Center and accompanied by the appropriate Internal Revenue Service forms (such forms to be provided to the Servicer by the Borrower or the Rebate Analyst as set forth in this Section 5.35).

(e) The Borrower shall preserve all statements, forms and explanations received delivered pursuant this Section 5.35 and all records of transactions in the Rebate Fund until six years after the retirement of the Funding Loan.

(f) Moneys and securities held in the Rebate Fund shall not be deemed funds of the Funding Lender or of the Governmental Lender and are not pledged or otherwise subject to any security interest in favor of the Funding Lender to secure the Funding Loan or any other obligations.

(g) Notwithstanding anything to the contrary in this Borrower Loan Agreement, no payment shall be made to the United States if the Borrower shall furnish to the Governmental Lender and the Funding Lender an opinion of Tax Counsel to the effect that such payment is not required under Section 148(d) and (f) of the Code in order to maintain the exclusion from gross income for federal income tax purposes of interest on the Governmental Lender Note. In such event, the Borrower shall be entitled to withdraw funds from the Rebate Fund to the extent the Borrower shall provide a Tax Counsel No Adverse Effect Opinion to the Governmental Lender and the Funding Lender with respect to such withdrawal.

(h) Notwithstanding the foregoing, the computations and payments of rebate amounts referred to in this Section 5.35 need not be made to the extent that neither the Governmental Lender nor the Borrower will thereby fail to comply with any requirements of Section 148(f) of the Code based on a Tax Counsel No Adverse Effect Opinion, a copy of which shall be provided to the Funding Lender.

#### **Section 5.36. Covenants under Funding Loan Agreement.**

The Borrower will fully and faithfully perform all the duties and obligations which the Governmental Lender has covenanted and agreed in the Funding Loan Agreement to cause the Borrower to perform and any duties and obligations which the Borrower is required in the Funding Loan Agreement to perform. The foregoing will not apply to any duty or undertaking of the Governmental Lender which by its nature cannot be delegated or assigned.

#### **Section 5.37. Notice of Default.**

The Borrower will advise the Governmental Lender, the Funding Lender, and the Servicer promptly in writing of the occurrence of any Potential Default or Event of Default hereunder, specifying the nature and period of existence of such event and the actions being taken or proposed to be taken with respect thereto.

[Section 5.38. Continuing Disclosure Agreement. The Borrower and the Funding Lender shall enter into the Continuing Disclosure Agreement to provide for the continuing disclosure of information about the Governmental Lender Note, the Borrower and other matters as specifically provided for in such agreement.]



## ARTICLE VI NEGATIVE COVENANTS

Borrower hereby covenants and agrees as follows, which covenants shall remain in effect so long as any Payment Obligation or other obligation of Borrower under any of the other Borrower Loan Documents or the Funding Loan Documents remains outstanding or unperformed. Borrower covenants and agrees that it will not, directly or indirectly:

### **Section 6.1. Management Agreement.**

Without first obtaining the Funding Lender's prior Written Consent, enter into the Management Agreement, and thereafter the Borrower shall not, without the Funding Lender's prior Written Consent (which consent shall not be unreasonably withheld) and subject to the Regulatory Agreement: (i) surrender, terminate or cancel the Management Agreement or otherwise replace the Manager or enter into any other management agreement; (ii) reduce or consent to the reduction of the term of the Management Agreement; (iii) increase or consent to the increase of the amount of any charges under the Management Agreement; (iv) otherwise modify, change, supplement, alter or amend in any material respect, or waive or release in any material respect any of its rights and remedies under, the Management Agreement; or (v) suffer or permit the occurrence and continuance of a default beyond any applicable cure period under the Management Agreement (or any successor management agreement) if such default permits the Manager to terminate the Management Agreement (or such successor management agreement).

**Section 6.2. Dissolution.** Dissolve or liquidate, in whole or in part, merge with or consolidate into another Person.

### **Section 6.3. Change in Business or Operation of Property.**

Enter into any line of business other than the ownership and operation of the Project, or make any material change in the scope or nature of its business objectives, purposes or operations, or undertake or participate in activities other than the continuance of its present business and activities incidental or related thereto or otherwise cease to operate the Project as a multi-family property or terminate such business for any reason whatsoever (other than temporary cessation in connection with construction or rehabilitation, as appropriate, of the Project).

### **Section 6.4. Debt Cancellation.**

Cancel or otherwise forgive or release any claim or debt owed to the Borrower by a Person, except for adequate consideration or in the ordinary course of the Borrower's business in its reasonable judgment.

### **Section 6.5. Assets.**

Purchase or own any real property or personal property incidental thereto other than the Project.

**Section 6.6. Prohibited Transfers.**

Make, suffer or permit the occurrence of any Prohibited Transfer other than a transfer permitted under the Security Instrument, nor transfer any material License required for the operation of the Project.

**Section 6.7. Debt.**

Other than as expressly approved in writing by the Funding Lender, create, incur or assume any indebtedness for borrowed money (including subordinate debt) whether unsecured or secured by all or any portion of the Project or interest therein or in the Borrower or any partner thereof (including subordinate debt) other than (i) the Borrower Payment Obligations, (ii) the Subordinate Debt, (iii) secured indebtedness incurred pursuant to or permitted by the Borrower Loan Documents and the Funding Loan Documents, and (iv) trade payables incurred in the ordinary course of business.

**Section 6.8. Assignment of Rights.**

Without the Funding Lender's prior Written Consent, attempt to assign the Borrower's rights or interest under any Borrower Loan Document or Funding Loan Document in contravention of any Borrower Loan Document or Funding Loan Document.

**Section 6.9. Principal Place of Business.**

Change its principal place of business without providing 30 days' prior Written Notice of the change to the Funding Lender and the Servicer.

**Section 6.10. Partnership Agreement.**

Without the Funding Lender's prior Written Consent (which consent shall not be unreasonably withheld) surrender, terminate, cancel, modify, change, supplement, alter or amend in any material respect, or waive or release in any material respect, any of its rights or remedies under the Partnership Agreement; provided, however, the consent of Funding Lender is not required for an amendment of the Partnership Agreement resulting solely from the "Permitted Transfer" of partnership interests of Borrower as defined in and permitted by the Security Instrument.

**Section 6.11. ERISA.**

Maintain, sponsor, contribute to or become obligated to contribute to, or suffer or permit any ERISA Affiliate of the Borrower to, maintain, sponsor, contribute to or become obligated to contribute to, any Plan, or permit the assets of the Borrower to become "plan assets," whether by operation of law or under regulations promulgated under ERISA.

**Section 6.12. No Hedging Arrangements.**

Without the prior Written Consent of the Funding Lender or unless otherwise required by this Borrower Loan Agreement, the Borrower will not enter into or guarantee, provide security for or otherwise undertake any form of contractual obligation with respect to any interest rate swap, interest rate cap or other arrangement that has the effect of an interest rate swap or interest rate cap or that otherwise (directly or indirectly, derivatively or synthetically) hedges interest rate risk associated with being a debtor of variable rate debt or any agreement or other arrangement to enter into any of the above on a future date or after the occurrence of one or more events in the future.

**Section 6.13. Loans and Investments; Distributions; Related Party Payments.**

(a) Without the prior Written Consent of Funding Lender in each instance, Borrower shall not (i) lend money, make investments, or extend credit, other than in the ordinary course of its business as presently conducted; or (ii) repurchase, redeem or otherwise acquire any interest in Borrower, any Affiliate or any other Person owning an interest, directly or indirectly, in Borrower, or make any distribution, in cash or in kind, in respect of interests in Borrower, any Affiliate or any other Person owning an interest, directly or indirectly, in Borrower (except to the extent permitted by the Security Instrument or the Construction Funding Agreement and subject to the limitations set forth in Section 5.27 hereof).

(b) Disbursements for fees and expenses of any Affiliate of Borrower and developer fees (however characterized) will only be paid to the extent that such fee or expense bears a proportionate relationship to the percentage of completion of the construction or rehabilitation, as the case may be, of the Improvements, as determined by the Construction Consultant, and only after deducting the applicable Retainage. Except as otherwise permitted hereunder or by the Funding Lender, no Disbursements for the Developer Fee or any "deferred developer fees" shall be made.

**Section 6.14. Amendment of Related Documents or CC&R's.**

Without the prior Written Consent of Funding Lender in each instance, except as provided herein, Borrower shall not enter into or consent to any amendment, termination, modification, or other alteration of any of the Related Documents or any of the CC&R's (including, without limitation, those contained in the Borrower Loan Agreement, any Architect's Agreement or Engineer's Contract, any Construction Contract, and any Management Agreement, but excluding the Partnership Agreement, which is covered by Section 6.10), or any assignment, transfer, pledge or hypothecation of any of its rights thereunder, if any.

**Section 6.15. Personal Property.**

Borrower shall not install materials, personal property, equipment or fixtures subject to any security agreement or other agreement or contract wherein the right is reserved to any Person other than Borrower to remove or repossess any such materials, equipment or fixtures, or whereby title to any of the same is not completely vested in Borrower at the time of installation,

without Funding Lender's prior Written Consent; provided, however, that this Section 6.15 shall not apply to laundry equipment or other equipment that is owned by a third-party vendor and commercial tenants.

**Section 6.16. Fiscal Year.**

Without Funding Lender's Written Consent, which shall not be unreasonably withheld, neither Borrower nor General Partner shall change the times of commencement or termination of its fiscal year or other accounting periods, or change its methods of accounting, other than to conform to GAAP.

**Section 6.17. Publicity.**

Neither Borrower nor General Partner shall issue any publicity release or other communication to any print, broadcast or on-line media, post any sign or in any other way identify Funding Lender or any of its Affiliates as the source of the financing provided for herein, without the prior written approval of Funding Lender in each instance (provided that nothing herein shall prevent Borrower or General Partner from identifying Funding Lender or its Affiliates as the source of such financing to the extent that Borrower or General Partner are required to do so by disclosure requirements applicable to publicly held companies). Borrower and General Partner agree that no sign shall be posted on the Project in connection with the construction or rehabilitation of the Improvements unless such sign identifies The PrivateBank and Trust Company and its affiliates as the source of the financing provided for herein or Funding Lender consents to not being identified on any such sign.

**Section 6.18. Subordinate Loan Documents.**

Without Funding Lender's prior written consent, Borrower will not surrender, terminate, cancel, modify, change, supplement, alter, amend, waive, release, assign, transfer, pledge or hypothecate any of its rights or remedies under the Subordinate Loan Documents.

**Section 6.19. [Reserved]**

**ARTICLE VII  
RESERVED**

**ARTICLE VIII  
DEFAULTS**

**Section 8.1. Events of Default.**

Each of the following events shall constitute an "Event of Default" under the Borrower Loan Agreement:

(a) failure by the Borrower to pay any Borrower Loan Payment in the manner and on the date such payment is due in accordance with the terms and provisions of the Borrower Note, or the failure by the Borrower to pay any Additional Borrower Payment on the date such

payment is due in accordance with the terms and provisions of the Borrower Note, the Security Instrument, this Borrower Loan Agreement or any other Borrower Loan Document;

(b) failure by or on behalf of the Borrower to pay when due any amount (other than as provided in subsection (a) above or elsewhere in this Section 8.1.) required to be paid by the Borrower under this Borrower Loan Agreement, the Borrower Note, the Security Instrument or any of the other Borrower Loan Documents or Funding Loan Documents, including a failure to repay any amounts that have been previously paid but are recovered, attached or enjoined pursuant to any insolvency, receivership, liquidation or similar proceedings, which default remains uncured for a period of five (5) days after Written Notice thereof shall have been given to the Borrower;

(c) an Event of Default, as defined by the Borrower Note, the Construction Funding Agreement, the Security Instrument or any other Borrower Loan Document, occurs (or to the extent an "Event of Default" is not defined in any other Borrower Loan Document, any default or breach by the Borrower or any Guarantor of its obligations, covenants, representations or warranties under such Borrower Loan Document occurs and any applicable notice and/or cure period has expired);

(d) any representation or warranty made by any of the Borrower, the Guarantor or the General Partner in any Borrower Loan Document or Funding Loan Document to which it is a party, or in any report, certificate, financial statement or other instrument, agreement or document furnished by the Borrower, the Guarantor, or the General Partner in connection with any Borrower Loan Document or Funding Loan Document, shall be false or misleading in any material respect as of the Closing Date;

(e) the Borrower shall make a general assignment for the benefit of creditors, or shall generally not be paying its debts as they become due;

(f) the Borrower Controlling Entity shall make a general assignment for the benefit of creditors, shall generally not be paying its debts as they become due;

(g) any portion of Borrower Deferred Equity to be made by the Equity Investor and required for (i) completion of the construction or rehabilitation, as the case may be, of the Improvements, or (ii) the operation of the Improvements, is not received in accordance with the terms of the Partnership Agreement after the expiration of all applicable notice and cure periods;

(h) the failure by Borrower or any ERISA Affiliate of Borrower to comply in all respects with ERISA, or the occurrence of any other event (with respect to the failure of Borrower or any ERISA Affiliate to pay any amount required to be paid under ERISA or with respect to the termination of, or withdrawal of Borrower or any ERISA Affiliate from, any employee benefit or welfare plan subject to ERISA) the effect of which is to impose upon Borrower (after giving effect to the tax consequences thereof) for the payment of any amount in excess of Fifty Thousand Dollars (\$50,000);

(i) a Bankruptcy Event shall occur with respect to Borrower, the General Partner or Guarantor, or there shall be a change in the assets, liabilities or financial position of any such Person which has a material adverse effect upon the ability of such Person to perform such Person's obligations under this Borrower Loan Agreement, any other Borrower Loan Document or any Related Document, provided that any such Bankruptcy Event with respect to a Guarantor shall not constitute an Event of Default: (i) if such Bankruptcy Event occurs on or after the date upon which the Guaranty terminates in accordance with its terms (or the date upon which all of the Guaranties have terminated in accordance with their terms, if more than one Guaranty was executed by such Guarantor), or (ii) if such Bankruptcy Event occurs prior to the date upon which the Guaranty terminates in accordance with its terms (or the date upon which all of the Guaranties have terminated in accordance with their terms, if more than one Guaranty was executed by such Guarantor) and the Borrower replaces such Guarantor with a person or entity satisfying the Funding Lender's mortgage credit standards for principals and acceptable to the Funding Lender in its sole and absolute discretion within thirty (30) days after notice thereof from the Funding Lender;

(j) all or any part of the property of Borrower is attached, levied upon or otherwise seized by legal process, and such attachment, levy or seizure is not quashed, stayed or released: (i) prior to completion of the construction or rehabilitation, as the case may be, of the Improvements, within ten (10) days of the date thereof or (ii) after completion of the construction or rehabilitation, as the case may be, of the Improvements, within thirty (30) days of the date thereof;

(k) subject to Section 10.16 hereof, Borrower fails to pay when due any monetary obligation (other than pursuant to this Borrower Loan Agreement) to any Person in excess of \$100,000, and such failure continues beyond the expiration of any applicable cure or grace periods;

(l) any material litigation or proceeding is commenced before any Governmental Authority against or affecting Borrower, General Partner or Guarantor, or property of Borrower, General Partner or Guarantor, or any part thereof, and such litigation or proceeding is not defended diligently and in good faith by Borrower, General Partner or Guarantor, as applicable, provided that any such material litigation or proceeding against the Guarantor shall not constitute an Event of Default: (i) if such material litigation is commenced on or after the date upon which the Guaranty terminates in accordance with its terms (or the date upon which all of the Guaranties have terminated in accordance with their terms, if more than one Guaranty was executed by such Guarantor), or (ii) if such material litigation or proceeding is commenced prior to the date upon which the Guaranty terminates in accordance with its terms (or the date upon which all of the Guaranties have terminated in accordance with their terms, if more than one Guaranty was executed by such Guarantor) and the Borrower replaces such Guarantor with a person or entity satisfying the Funding Lender's mortgage credit standards for principals and acceptable to the Funding Lender in its sole and absolute discretion within thirty (30) days after notice thereof from the Funding Lender;

(m) a final judgment or decree for monetary damages in excess of \$50,000 or a monetary fine or penalty (not subject to appeal or as to which the time for appeal has expired) is

entered against Borrower, General Partner or Guarantor by any Governmental Authority, and such judgment, decree, fine or penalty is not paid and discharged or stayed (i) prior to completion of the construction or rehabilitation, as the case may be, of the Improvements, within ten (10) days after entry thereof or (ii) after completion of the construction or rehabilitation, as the case may be, of the Improvements, within thirty (30) days after entry thereof (or such longer period as may be permitted for payment by the terms of such judgment, fine or penalty) , provided that any such judgment, decree, fine or penalty against the Guarantor shall not constitute an Event of Default: (i) if such judgment, decree, fine or penalty is entered on or after the date upon which the Guaranty terminates in accordance with its terms (or the date upon which all of the Guaranties have terminated in accordance with their terms, if more than one Guaranty was executed by such Guarantor), or (ii) if such judgment, decree, fine or penalty is entered prior to the date upon which the Guaranty terminates in accordance with its terms (or the date upon which all of the Guaranties have terminated in accordance with their terms, if more than one Guaranty was executed by such Guarantor) and the Borrower replaces such Guarantor with a person or entity satisfying the Funding Lender's mortgage credit standards for principals and acceptable to the Funding Lender in its sole and absolute discretion within thirty (30) days after notice thereof from the Funding Lender;

(n) a final, un-appealable and uninsured money judgment or judgments, in favor of any Person other than a Governmental Authority, in the aggregate sum of \$50,000 or more shall be rendered against Borrower, General Partner or Guarantor, or against any of their respective assets, that is not paid, superseded or stayed (i) prior to completion of the construction or rehabilitation, as the case may be, of the Improvements, within ten (10) days after entry thereof or (ii) after completion of the construction or rehabilitation, as the case may be, of the Improvements, within thirty (30) days after entry thereof (or such longer period as may be permitted for payment by the terms of such judgment); or any levy of execution, writ or warrant of attachment, or similar process, is entered or filed against Borrower, General Partner or Guarantor, or against any of their respective assets (that is likely to have a material adverse effect upon the ability of Borrower, General Partner or Guarantor to perform their respective obligations under this Borrower Loan Agreement, any other Borrower Loan Document or any Related Document), and such judgment, writ, warrant or process shall remain unsatisfied, unsettled, unvacated, unhanded and unstayed (i) prior to completion of the construction or rehabilitation, as the case may be, of the Improvements, for a period of ten (10) days or (ii) after completion of the construction or rehabilitation, as the case may be, of the Improvements, for a period of thirty (30) days, or in any event later than five (5) Business Days prior to the date of any proposed sale thereunder, provided that any such judgment, levy, writ, warrant, attachment or similar process against the Guarantor shall not constitute an Event of Default: (i) if such judgment, levy, writ, warrant, attachment or similar process is entered on or after the date upon which the Guaranty terminates in accordance with its terms (or the date upon which all of the Guaranties have terminated in accordance with their terms, if more than one Guaranty was executed by such Guarantor), or (ii) if such judgment, levy, writ, warrant, attachment or similar process is entered prior to the date upon which the Guaranty terminates in accordance with its terms (or the date upon which all of the Guaranties have terminated in accordance with their terms, if more than one Guaranty was executed by such Guarantor) and the Borrower replaces such Guarantor with a person or entity satisfying the Funding Lender's mortgage credit standards

for principals and acceptable to the Funding Lender in its sole and absolute discretion within thirty (30) days after notice thereof from the Funding Lender;

(o) the inability of Borrower to satisfy any condition for the receipt of a Disbursement hereunder (other than an Event of Default specifically addressed in this Section 8.1) and failure to resolve the situation to the satisfaction of Funding Lender for a period in excess of thirty (30) days after Written Notice from Funding Lender unless (i) such inability shall have been caused by conditions beyond the control of Borrower, including, without limitation, acts of God or the elements, fire, strikes and disruption of shipping; (ii) Borrower shall have made adequate provision, acceptable to Funding Lender, for the protection of materials stored on-site or off-site and for the protection of the Improvements to the extent then constructed against deterioration and against other loss or damage or theft; (iii) Borrower shall furnish to Funding Lender satisfactory evidence that such cessation of construction or rehabilitation will not adversely affect or interfere with the rights of Borrower under labor and materials contracts or subcontracts relating to the construction or operation of the Improvements; and (iv) Borrower shall furnish to Funding Lender satisfactory evidence that the completion of the construction or rehabilitation of the Improvements can be accomplished by the Completion Date;

(p) the construction or rehabilitation of the Improvements is abandoned or halted prior to completion for any period of thirty (30) consecutive days;

(q) Borrower shall fail to keep in force and effect any material permit, license, consent or approval required under this Borrower Loan Agreement, or any Governmental Authority with jurisdiction over the Mortgaged Property or the Project orders or requires that construction or rehabilitation of the Improvements be stopped, in whole or in part, or that any required approval, license or permit be withdrawn or suspended, and the order, requirement, withdrawal or suspension remains in effect for a period of thirty (30) days;

(r) failure by the Borrower to Substantially Complete the construction or rehabilitation, as the case may be, of the Improvements in accordance with this Borrower Loan Agreement;

(s) failure by Borrower to complete the construction or rehabilitation, as the case may be, of the Improvements in accordance with this Borrower Loan Agreement;

(t) [Reserved];

(u) failure by any Subordinate Lender to disburse the proceeds of its Subordinate Loan in approximately such amounts as set forth in the Project Budget attached to the Construction Funding Agreement and in the Subordinate Loan Documents;

(v) an "Event of Default" or "Default" (as defined in the applicable agreement) shall occur under any of the Subordinate Loan Documents or the Redevelopment Agreement, after the expiration of all applicable notice and cure periods; or



(w) any failure by the Borrower to perform or comply with any of its obligations under this Borrower Loan Agreement (other than those specified in this Section 8.1), as and when required, which continues for a period of thirty (30) days after written notice of such failure by Funding Lender or the Servicer on its behalf to the Borrower; provided, however, if such failure is susceptible of cure but cannot reasonably be cured within such thirty (30) day period, and the Borrower shall have commenced to cure such failure within such thirty (30) day period and thereafter diligently and expeditiously proceeds to cure the same, such thirty (30) day period shall be extended for an additional period of time as is reasonably necessary for the Borrower in the exercise of due diligence to cure such failure, such additional period not to exceed ninety (90) days. However, no such notice or grace period shall apply to the extent such failure could, in the Funding Lender's judgment, absent immediate exercise by the Funding Lender of a right or remedy under this Borrower Loan Agreement, result in impairment of the Borrower Note or this Borrower Loan Agreement or any real property security given under any other Borrower Loan Document.

## **Section 8.2. Remedies.**

### **Section 8.2.1. Acceleration.**

Upon the occurrence of an Event of Default (other than an Event of Default described in paragraph (e), (f) or (i) of Section 8.1) and at any time and from time to time thereafter, as long as such Event of Default continues to exist, in addition to any other rights or remedies available to the Governmental Lender pursuant to the Borrower Loan Documents or at law or in equity, the Funding Lender may, take such action, without notice or demand, as the Funding Lender deems advisable to protect and enforce its rights against the Borrower and in and to the Project, including declaring the Borrower Payment Obligations to be immediately due and payable (including, without limitation, the principal of, Prepayment Premium, if any, and interest on and all other amounts due on the Borrower Note to be immediately due and payable), without notice or demand, and apply such payment of the Borrower Payment Obligations in any manner and in any order determined by Funding Lender, in Funding Lender's sole and absolute discretion; and upon any Event of Default described in paragraph (e), (f) or (i) of Section 8.1, the Borrower Payment Obligations shall become immediately due and payable, without notice or demand, and the Borrower hereby expressly waives any such notice or demand, anything contained in any Borrower Loan Document to the contrary notwithstanding. Notwithstanding anything herein to the contrary, enforcement of remedies hereunder and under the Funding Loan Agreement shall be controlled by the Funding Lender.

### **Section 8.2.2 Remedies Cumulative.**

Upon the occurrence of an Event of Default, all or any one or more of the rights, powers, privileges and other remedies available to the Funding Lender against the Borrower under the Borrower Loan Documents or at law or in equity may be exercised by the Funding Lender, at any time and from time to time, whether or not all or any of the Borrower Payment Obligations shall be declared due and payable, and whether or not the Funding Lender shall have commenced any foreclosure proceeding or other action for the enforcement of its rights and remedies under any of the Borrower Loan Documents. Any such actions taken by the Funding Lender shall be

cumulative and concurrent and may be pursued independently, singly, successively, together or otherwise, at such time and in such order as the Funding Lender may determine in its sole discretion, to the fullest extent permitted by law, without impairing or otherwise affecting the other rights and remedies of the Funding Lender permitted by law, equity or contract or as set forth in the Borrower Loan Documents. Without limiting the generality of the foregoing, the Borrower agrees that if an Event of Default is continuing, all Liens and other rights, remedies or privileges provided to the Funding Lender shall remain in full force and effect until they have exhausted all of its remedies, the Security Instrument has been foreclosed, the Project has been sold and/or otherwise realized upon satisfaction of the Borrower Payment Obligations or the Borrower Payment Obligations has been paid in full. To the extent permitted by applicable law, nothing contained in any Borrower Loan Document shall be construed as requiring the Funding Lender to resort to any portion of the Project for the satisfaction of any of the Borrower Payment Obligations in preference or priority to any other portion, and the Funding Lender may seek satisfaction out of the entire Project or any part thereof, in its absolute discretion.

Notwithstanding any provision herein to the contrary, the Governmental Lender and the Funding Lender agree that any cure of any default made or tendered by the Equity Investor 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 8.2.3 Delay.**

No delay or omission to exercise any remedy, right, power accruing upon an Event of Default, or the granting of any indulgence or compromise by the Funding Lender shall impair any such remedy, right or power hereunder or be construed as a waiver thereof, but any such remedy, right or power may be exercised from time to time and as often as may be deemed expedient. A waiver of one Potential Default or Event of Default shall not be construed to be a waiver of any subsequent Potential Default or Event of Default or to impair any remedy, right or power consequent thereon. Notwithstanding any other provision of this Borrower Loan Agreement, the Funding Lender reserves the right to seek a deficiency judgment or preserve a deficiency claim, in connection with the foreclosure of the Security Instrument to the extent necessary to foreclose on the Project, the Rents, the funds or any other collateral.

#### **Section 8.2.4 Set Off; Waiver of Set Off.**

Upon the occurrence of an Event of Default, Funding Lender may, at any time and from time to time, without notice to Borrower or any other Person (any such notice being expressly waived), set off and appropriate and apply (against and on account of any obligations and liabilities of Borrower to Funding Lender arising under or connected with this Borrower Loan Agreement and the other Borrower Loan Documents and the Funding Loan Documents, irrespective of whether or not Funding Lender shall have made any demand therefor, and although such obligations and liabilities may be contingent or unmatured), [and Borrower hereby grants to Funding Lender, as security for the Payment Obligations, a security interest in, any and all deposits (general or special, including but not limited to Debt evidenced by certificates of deposit, whether matured or unmatured, but not including

trust accounts) and any other Debt at any time held or owing by Funding Lender to or for the credit or the account of Borrower.]

#### **Section 8.2.5 Assumption of Obligations.**

In the event that the Funding Lender or its assignee or designee shall become the legal or beneficial owner of the Project by foreclosure or deed in lieu of foreclosure, such party shall succeed to the rights and the obligations of the Borrower under this Borrower Loan Agreement, the Borrower Note, the Regulatory Agreement, and any other Borrower Loan Documents and Funding Loan Documents to which the Borrower is a party. Such assumption shall be effective from and after the effective date of such acquisition and shall be made with the benefit of the limitations of liability set forth therein and without any liability for the prior acts of the Borrower.

#### **Section 8.2.6 Accounts Receivable.**

Upon the occurrence of an Event of Default, Funding Lender shall have the right, to the extent permitted by law, to impound and take possession of books, records, notes and other documents evidencing Borrower's accounts, accounts receivable and other claims for payment of money, arising in connection with the Project, and to make direct collections on such accounts, accounts receivable and claims for the benefit of Funding Lender.

#### **Section 8.2.7 Defaults under Other Documents.**

Funding Lender shall have the right to cure any default under any of the Related Documents and the Subordinate Loan Documents, but shall have no obligation to do so.

#### **Section 8.2.8 Abatement of Disbursements.**

Notwithstanding any provision to the contrary herein or any of the other Borrower Loan Documents or the Funding Loan Documents, Funding Lender's obligation to make further Disbursements shall abate (i) during the continuance of any Potential Default, (ii) after any disclosure to Funding Lender of any fact or circumstance that, absent such disclosure, would cause any representation or warranty of Borrower to fail to be true and correct in all material respects, unless and until Funding Lender elects to permit further Disbursements notwithstanding such event or circumstance; (iii) upon the occurrence of any Event of Default; and (iv) upon any event expressly provided for in the Construction Funding Agreement which permits the Funding Lender to discontinue disbursement.

#### **Section 8.2.9 Completion of Improvements.**

Upon the occurrence of any Event of Default, Funding Lender shall have the right to cause an independent contractor selected by Funding Lender to enter into possession of the Project and to perform any and all work and labor necessary for the completion of the Project substantially in accordance with the Plans and Specifications, if any, and to perform Borrower's obligations under this Borrower Loan Agreement. All sums expended by Funding Lender for

such purposes shall be deemed to have been disbursed to and borrowed by Borrower and shall be secured by the Security Documents.

**Section 8.2.10 Right to Directly Enforce.**

Notwithstanding any other provision hereof to the contrary, the Funding Lender shall have the right to directly enforce all rights and remedies hereunder with or without involvement of the Governmental Lender, provided that only the Governmental Lender may enforce the Unassigned Rights and Funding Lender shall not impair Governmental Lender's enforcement of Unassigned Rights. **[In the event that any of the provisions set forth in this Section 8.2.10 are inconsistent with the covenants, terms and conditions of the Security Instrument, the covenants, terms and conditions of the Security Instrument shall prevail.]**

**Section 8.2.11 Power of Attorney.**

Effective upon the occurrence of an Event of Default, and continuing until and unless such Event of Default is cured or waived, Borrower hereby constitutes and appoints Funding Lender, or an independent contractor selected by Funding Lender, as its true and lawful attorney-in-fact with full power of substitution, for the purposes of completion of the Project and performance of Borrower's obligations under this Borrower Loan Agreement in the name of Borrower, and hereby empowers said attorney-in-fact to do any or all of the following upon the occurrence and continuation of an Event of Default (it being understood and agreed that said power of attorney shall be deemed to be a power coupled with an interest which cannot be revoked until full payment and performance of all obligations under this Borrower Loan Agreement and the other Borrower Loan Documents and the Funding Loan Documents):

(a) to use any of the funds of Borrower or General Partner, including any balance of the Borrower Loan, as applicable, and any funds which may be held by Funding Lender for Borrower (including all funds in all deposit accounts in which Borrower has granted to Funding Lender a security interest), for the purpose of effecting completion of the construction or rehabilitation, as the case may be, of the Improvements, in the manner called for by the Plans and Specifications;

(b) to make such additions, changes and corrections in the Plans and Specifications as shall be necessary or desirable to complete the Project in substantially the manner contemplated by the Plans and Specifications;

(c) to employ any contractors, subcontractors, agents, architects and inspectors required for said purposes;

(d) to employ attorneys to defend against attempts to interfere with the exercise of power granted hereby;

(e) to pay, settle or compromise all existing bills and claims which are or may be liens against the Project, the Improvements or the Project, or may be necessary or desirable for the completion of the construction or rehabilitation, as the case may be, of the Improvements, or clearance of objections to or encumbrances on title;

(f) to execute all applications and certificates in the name of Borrower, which may be required by any other construction contract;

(g) to prosecute and defend all actions or proceedings in connection with the Project and to take such action, require such performance and do any and every other act as is deemed necessary with respect to the completion of the construction or rehabilitation, as the case may be, of the Improvements, which Borrower might do on its own behalf;

(h) to let new or additional contracts to the extent not prohibited by their existing contracts;

(i) to employ watchmen and erect security fences to protect the Project from injury; and to take such action and require such performance as it deems necessary under any of the bonds or insurance policies to be furnished hereunder, to make settlements and compromises with the sureties or insurers thereunder, and in connection therewith to execute instruments of release and satisfaction.

It is the intention of the parties hereto that upon the occurrence and continuance of an Event of Default, rights and remedies may be pursued pursuant to the terms of the Borrower Loan Documents and the Funding Loan Documents. The parties hereto acknowledge that, among the possible outcomes to the pursuit of such remedies, is the situation where the Funding Lender assignees or designees become the owner of the Project and assume the obligations identified above, and the Borrower Note, the Borrower Loan and the other Borrower Loan Documents and Funding Loan Documents remain outstanding.

## ARTICLE IX SPECIAL PROVISIONS

### **Section 9.1. Sale of Note and Secondary Market Transaction.**

#### **Section 9.1.1 Cooperation.**

Subject to the restrictions of Section 2.4(b) of the Funding Loan Agreement, at the Funding Lender's or the Servicer's request (to the extent not already required to be provided by the Borrower under this Borrower Loan Agreement), the Borrower shall use reasonable efforts to satisfy the market standards to which the Funding Lender or the Servicer customarily adheres or which may be reasonably required in the marketplace or by the Funding Lender or the Servicer in connection with one or more sales or assignments of all or a portion of the Governmental Lender Note and the Funding Loan or participations therein or securitizations of single or multi-class securities (the "Securities") secured by or evidencing ownership interests in all or a portion of the Governmental Lender Note and the Funding Loan (each such sale, assignment and/or securitization, a "Secondary Market Transaction"); provided that neither the Borrower nor the Governmental Lender shall incur any third party or other out-of-pocket costs and expenses in connection with a Secondary Market Transaction, including the costs associated with the delivery of any Provided Information or any opinion required in connection therewith, and all such costs shall be paid by the Funding Lender or the Servicer, and shall not materially modify

Borrower's rights or obligations. Without limiting the generality of the foregoing, the Borrower shall, so long as the Borrower Loan is still outstanding:

(a) (i) provide such financial and other information with respect to the Borrower Loan, and with respect to the Project, the Borrower, the Manager, the contractor of the Project or the Borrower Controlling Entity, (ii) provide financial statements, audited, if available, relating to the Project with customary disclaimers for any forward looking statements or lack of audit; and (iii) at the expense of the Funding Lender or the Servicer, perform or permit or cause to be performed or permitted such site inspection, appraisals, surveys, market studies, environmental reviews and reports (Phase I's and, if appropriate, Phase II's), engineering reports and other due diligence investigations of the Project, as may be reasonably requested from time to time by the Funding Lender or the Servicer or as may be necessary or appropriate in connection with a Secondary Market Transaction or Exchange Act requirements (the items provided to the Funding Lender or the Servicer pursuant to this paragraph (a) being called the "Provided Information"), together, if customary, with appropriate verification of and/or consents to the Provided Information through letters of auditors or opinions of counsel of independent attorneys acceptable to the Funding Lender or the Servicer;

(b) make such representations and warranties as of the closing date of any Secondary Market Transaction with respect to the Project, the Borrower, the Borrower Loan Documents and the Funding Loan Documents reasonably acceptable to the Funding Lender or the Servicer, consistent with the facts covered by such representations and warranties as they exist on the date thereof; and

(c) execute such amendments to the Borrower Loan Documents and the Funding Loan Documents to accommodate such Secondary Market Transaction so long as such amendment does not affect the material economic terms of the Borrower Loan Documents and the Funding Loan Documents and is not otherwise adverse to the Borrower in its reasonable discretion.

#### **Section 9.1.2 Use of Information.**

The Borrower understands that certain of the Provided Information and the required records may be included in disclosure documents in connection with a Secondary Market Transaction, including a prospectus or private placement memorandum (each, a "Secondary Market Disclosure Document"), or provided or made available to investors or prospective investors in the Securities and service providers or other parties relating to the Secondary Market Transaction. In the event that the Secondary Market Disclosure Document is required to be revised, the Borrower shall cooperate, subject to Section 9.1.1(c) hereof, with the Funding Lender and the Servicer in updating the Provided Information or required records for inclusion or summary in the Secondary Market Disclosure Document or for other use reasonably required in connection with a Secondary Market Transaction by providing all reasonably requested current information pertaining to the Borrower and the Project necessary to keep the Secondary Market Disclosure Document accurate and complete in all material respects with respect to such matters. The Borrower hereby consents to any and all such disclosures of such information.

**Section 9.1.3 Borrower Obligations Regarding Secondary Market Disclosure Documents.**

In connection with a Secondary Market Disclosure Document, the Borrower shall provide, or in the case of a Borrower-engaged third party such as the Manager, cause it to provide, information reasonably requested by the Funding Lender pertaining to the Borrower, the Project or such third party (and portions of any other sections reasonably requested by the Funding Lender pertaining to the Borrower, the Project or the third party). The Borrower shall, if requested by the Funding Lender and the Servicer, certify in writing that the Borrower has carefully examined those portions of such Secondary Market Disclosure Document, pertaining to the Borrower, the Project or the Manager, and such portions (and portions of any other sections reasonably requested and pertaining to the Borrower, the Project or the Manager) do not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made, in the light of the circumstances under which they were made, not misleading; provided that the Borrower shall not be required to make any representations or warranties regarding any Provided Information obtained from a third party except with respect to information it provided to such parties. Furthermore, the Borrower hereby indemnifies the Funding Lender, the Governmental Lender and the Servicer for any Liabilities to which any such parties may become subject to the extent such Liabilities arise out of or are based upon the use of the Provided Information in a Secondary Market Disclosure Document; provided that the Borrower shall not provide any indemnification regarding any Provided Information obtained from unrelated third parties except with respect to information it provided to such parties.

**Section 9.1.4 Borrower Indemnity Regarding Filings.**

In connection with filings under the Exchange Act or the Securities Act, the Borrower shall (i) indemnify Funding Lender, the Governmental Lender and the underwriter group for any securities (the "Underwriter Group") and all officials, employees and agents of any of them for any Liabilities to which Funding Lender, the Servicer or the Underwriter Group may become subject insofar as the Liabilities arise out of or are based upon the omission or alleged omission to state in the Provided Information of a material fact required to be stated in the Provided Information in order to make the statements in the Provided Information, in the light of the circumstances under which they were made not misleading and (ii) reimburse the Funding Lender, the Servicer, the Underwriter Group and other indemnified parties listed above for any legal or other expenses reasonably incurred by the Funding Lender, the Servicer or the Underwriter Group in connection with defending or investigating such Liabilities; provided that the Borrower shall not provide any indemnification regarding any Provided Information obtained from unrelated third parties except with respect to information it provided to such parties.

**Section 9.1.5 Indemnification Procedure.**

Promptly after receipt by an indemnified party under Sections 9.1.3 and 9.1.4 hereof of notice of the commencement of any action for which a claim for indemnification is to be made against the Borrower, such indemnified party shall notify the Borrower in writing of such commencement, but the omission to so notify the Borrower will not relieve the Borrower from any liability that it may have to any indemnified party hereunder except to the extent that failure

to notify causes prejudice to the Borrower. In the event that any action is brought against any indemnified party, and it notifies the Borrower of the commencement thereof, the Borrower will be entitled, jointly with any other indemnifying party, to participate therein and, to the extent that it (or they) may elect by Written Notice delivered to the indemnified party promptly after receiving the aforesaid notice of commencement, to assume the defense thereof with counsel selected by the Borrower and reasonably satisfactory to such indemnified party in its sole discretion. After notice from the Borrower to such indemnified party under this Section 9.1.5, the Borrower shall not be responsible for any legal or other expenses subsequently incurred by such indemnified party in connection with the defense thereof other than reasonable costs of investigation. No indemnified party shall settle or compromise any claim for which the Borrower may be liable hereunder without the prior Written Consent of the Borrower.

#### **Section 9.1.6 Contribution.**

In order to provide for just and equitable contribution in circumstances in which the indemnity agreement provided for in Section 9.1.4 hereof is for any reason held to be unenforceable by an indemnified party in respect of any Liabilities (or action in respect thereof) referred to therein which would otherwise be indemnifiable under Section 9.1.4 hereof, the Borrower shall contribute to the amount paid or payable by the indemnified party as a result of such Liabilities (or action in respect thereof); provided, however, that no Person guilty of fraudulent misrepresentation (within the meaning of Section 10(f) of the Securities Act) shall be entitled to contribution from any Person not guilty of such fraudulent misrepresentation. In determining the amount of contribution to which the respective parties are entitled, the following factors shall be considered: (i) the indemnified parties and the Borrower's relative knowledge and access to information concerning the matter with respect to which the claim was asserted; (ii) the opportunity to correct and prevent any statement or omission; and (iii) any other equitable considerations appropriate in the circumstances. The parties hereto hereby agree that it may not be equitable if the amount of such contribution were determined by pro rata or per capita allocation.

### **ARTICLE X MISCELLANEOUS**

#### **Section 10.1. Notices.**

All notices, consents, approvals and requests required or permitted hereunder or under any other Borrower Loan Document or Funding Loan Document (a "Notice") shall be deemed to be given and made when delivered by hand, by recognized overnight delivery service, confirmed facsimile transmission (provided any telecopy or other electronic transmission received by any party after 4:00 p.m., local time, as evidenced by the time shown on such transmission, shall be deemed to have been received the following Business Day), further provided that any transmission by facsimile shall also be sent by U.S. Postal Service first class mail; or five (5) calendar days after deposited in the United States mail, registered or certified, postage prepaid, with return receipt requested, addressed as follows:



If to Borrower:

East Park Redevelopment Limited  
Partnership  
c/o The Habitat Company LLC  
350 West Hubbard Street  
Chicago, Illinois 60654  
Attn. Stephen Galler and Jeffrey Head

With copies to:

Katten Muchin Rosenman, LLP  
525 West Monroe Street  
Chicago, IL 60661  
Attn. David P. Cohen  
Telephone: 312/902-5284  
[David.cohen@kattenlaw.com](mailto:David.cohen@kattenlaw.com)

Stratford East Park Investors Limited  
Partnership  
c/o Stratford Capital Group LLC  
100 Corporate Place – Suite 404  
Peabody, MA 01960  
Attn. Asset Management – Elm Drive  
[dnf@stratfordcapital.com](mailto:dnf@stratfordcapital.com)

DLA Piper US LLP  
203 North LaSalle Street – Suite 1900  
Chicago, IL 60601  
Attn. Gregory R.A. Dahlgren  
Telephone: 312 368 4056  
[Gregory.dahlgren@dlapiper.com](mailto:Gregory.dahlgren@dlapiper.com)

If to the Governmental Lender:

City of Chicago  
Department of Planning  
121 North LaSalle Street, 10<sup>th</sup> Floor  
Chicago, IL 60602  
Attention: Commissioner  
Telephone: (312) 744-4190  
Facsimile: (312) 742-2271

With copies to:

City of Chicago  
Office of Corporation Counsel  
121 North LaSalle Street, Room 600  
Chicago, IL 60602  
Attention: Finance and Economic  
Development Division  
Telephone: (312) 744-0200  
Facsimile: (312) 744-5185

City of Chicago  
Office of the City Comptroller's Office  
121 North LaSalle Street, Suite 700  
Chicago, IL 60602  
Telephone: (312) 744-2202  
Facsimile: (312) 742-6544

If to the Funding Lender:

The PrivateBank and Trust Company  
Community Development Group  
120 South LaSalle Street  
Chicago, IL 60603  
Attention: Cheryl Wilson  
Telephone: (312) 564-1303

With a copy to:

Dykema Gossett PLLC  
10 South Wacker Drive- Suite 2300  
Chicago, IL 60606  
Attention: Heather Aeschleman  
Telephone: (312) 627-2290  
Facsimile: (866) 854-2539

Any party may change such party's address for the notice or demands required under this Borrower Loan Agreement by providing written notice of such change of address to the other parties by written notice as provided herein.

#### **Section 10.2. Brokers and Financial Advisors.**

The Borrower hereby represents that it has dealt with no financial advisors, brokers, underwriters, placement agents, agents or finders in connection with the Borrower Loan, other than those disclosed to the Funding Lender and whose fees shall be paid by the Borrower pursuant to separate agreements. The Borrower and the Funding Lender shall indemnify and hold the other harmless from and against any and all claims, liabilities, costs and expenses of any kind in any way relating to or arising from a claim by any Person that such Person acted on behalf of the indemnifying party in connection with the transactions contemplated herein. The provisions of this Section 10.2 shall survive the expiration and termination of this Borrower Loan Agreement and the repayment of the Borrower Payment Obligations.

#### **Section 10.3. Survival.**

This Borrower Loan Agreement and all covenants, agreements, representations and warranties made herein and in the certificates delivered pursuant hereto shall survive the making by the Governmental Lender of the Borrower Loan and the execution and delivery to the Governmental Lender of the Borrower Note and the assignment of the Borrower Note to the Funding Lender, and shall continue in full force and effect so long as all or any of the Borrower Payment Obligations is unpaid. All the Borrower's covenants and agreements in this Borrower

Loan Agreement shall inure to the benefit of the respective legal representatives, successors and assigns of the Governmental Lender, the Funding Lender and the Servicer.

#### **Section 10.4. Preferences.**

The Governmental Lender shall have the continuing and exclusive right to apply or reverse and reapply any and all payments by the Borrower to any portion of the Borrower Payment Obligations. To the extent the Borrower makes a payment to the Governmental Lender or the Servicer, or the Governmental Lender or the Servicer receives proceeds of any collateral, which is in whole or part subsequently invalidated, declared to be fraudulent or preferential, set aside or required to be repaid to a trustee, receiver or any other party under any bankruptcy law, state or federal law, common law or equitable cause, then, to the extent of such payment or proceeds received, the Borrower Payment Obligations or part thereof intended to be satisfied shall be revived and continue in full force and effect, as if such payment or proceeds had not been received by the Governmental Lender or the Servicer.

#### **Section 10.5. Waiver of Notice.**

The Borrower shall not be entitled to any notices of any nature whatsoever from the Funding Lender or the Servicer except with respect to matters for which this Borrower Loan Agreement or any other Borrower Loan Document specifically and expressly provides for the giving of notice by the Funding Lender or the Servicer, as the case may be, to the Borrower and except with respect to matters for which the Borrower is not, pursuant to applicable Legal Requirements, permitted to waive the giving of notice. The Borrower hereby expressly waives the right to receive any notice from the Funding Lender or the Servicer, as the case may be, with respect to any matter for which no Borrower Loan Document specifically and expressly provides for the giving of notice by the Funding Lender or the Servicer to the Borrower.

#### **Section 10.6. Offsets, Counterclaims and Defenses.**

The Borrower hereby waives the right to assert a counterclaim, other than a compulsory counterclaim, in any action or proceeding brought against it by the Funding Lender or the Servicer with respect to a Borrower Loan Payment. Any assignee of Funding Lender's interest in and to the Borrower Loan Documents or the Funding Loan Documents shall take the same free and clear of all offsets, counterclaims or defenses that are unrelated to the Borrower Loan Documents or the Funding Loan Documents which the Borrower may otherwise have against any assignor of such documents, and no such unrelated offset, counterclaim or defense shall be interposed or asserted by the Borrower in any action or proceeding brought by any such assignee upon such documents, and any such right to interpose or assert any such unrelated offset, counterclaim or defense in any such action or proceeding is hereby expressly waived by the Borrower.

#### **Section 10.7. Publicity.**

The Funding Lender and the Servicer (and any Affiliates of either party) shall have the right to issue press releases, advertisements and other promotional materials describing the

Funding Lender's or the Servicer's participation in the making of the Borrower Loan or the Borrower Loan's inclusion in any Secondary Market Transaction effectuated by the Funding Lender or the Servicer or one of its or their Affiliates. All news releases, publicity or advertising by the Borrower or its Affiliates through any media intended to reach the general public, which refers to the Borrower Loan Documents or the Funding Loan Documents, the Borrower Loan, the Funding Lender or the Servicer in a Secondary Market Transaction, shall be subject to the prior Written Consent of the Funding Lender or the Servicer, as applicable.

#### **Section 10.8. Construction of Documents.**

The parties hereto acknowledge that they were represented by counsel in connection with the negotiation and drafting of the Borrower Loan Documents and the Funding Loan Documents and that the Borrower Loan Documents and the Funding Loan Documents shall not be subject to the principle of construing their meaning against the party that drafted them.

#### **Section 10.9. No Third-Party Beneficiaries.**

The Borrower Loan Documents and the Funding Loan Documents are solely for the benefit of the Governmental Lender, the Funding Lender, the Servicer and the Borrower and, with respect to Sections 9.1.3 and 9.1.4 hereof, the Underwriter Group, and nothing contained in any Borrower Loan Document shall be deemed to confer upon anyone other than the Governmental Lender, the Funding Lender, the Servicer, and the Borrower any right to insist upon or to enforce the performance or observance of any of the obligations contained therein.

#### **Section 10.10. Assignment.**

The Borrower Loan, the Security Instrument, the Borrower Loan Documents and the Funding Loan Documents and all Funding Lender's rights, title, obligations and interests therein may be assigned by the Funding Lender, at any time in its sole discretion, whether by operation of law (pursuant to a merger or other successor in interest) or otherwise. Upon such assignment, all references to Funding Lender in this Borrower Loan Agreement and in any Borrower Loan Document shall be deemed to refer to such assignee or successor in interest and such assignee or successor in interest shall thereafter stand in the place of the Funding Lender. Borrower shall accord full recognition to any such assignment, and all rights and remedies of Funding Lender in connection with the interest so assigned shall be as fully enforceable by such assignee as they were by Funding Lender before such assignment. In connection with any proposed assignment, Funding Lender may disclose to the proposed assignee any information that Borrower has delivered, or caused to be delivered, to Funding Lender with reference to Borrower, General Partner, Guarantor or any Affiliate, or the Project, including information that Borrower is required to deliver to Funding Lender pursuant to this Borrower Loan Agreement, provided that such proposed assignee agrees to treat such information as confidential. The Borrower may not assign its rights, interests or obligations under this Borrower Loan Agreement or under any of the Borrower Loan Documents or Funding Loan Documents, or Borrower's interest in any moneys to be disbursed or advanced hereunder, except only as may be expressly permitted hereby.

**Section 10.11. [Reserved].**

**Section 10.12. Governmental Lender, Funding Lender and Servicer Not in Control; No Partnership.**

None of the covenants or other provisions contained in this Borrower Loan Agreement shall, or shall be deemed to give the Governmental Lender, the Funding Lender or the Servicer the right or power to exercise control over the affairs or management of the Borrower, the power of the Governmental Lender, the Funding Lender and the Servicer being limited to the rights to exercise the remedies referred to in the Borrower Loan Documents and the Funding Loan Documents. The relationship between the Borrower and the Governmental Lender, the Funding Lender and the Servicer is, and at all times shall remain, solely that of debtor and creditor. No covenant or provision of the Borrower Loan Documents or the Funding Loan Documents is intended, nor shall it be deemed or construed, to create a partnership, joint venture, agency or common interest in profits or income between the Borrower and the Governmental Lender, the Funding Lender or the Servicer or to create an equity in the Project in the Governmental Lender, the Funding Lender or the Servicer. Neither the Governmental Lender, the Funding Lender nor the Servicer undertakes or assumes any responsibility or duty to the Borrower or to any other person with respect to the Project or the Borrower Loan, except as expressly provided in the Borrower Loan Documents or the Funding Loan Documents; and notwithstanding any other provision of the Borrower Loan Documents and the Funding Loan Documents: (1) the Governmental Lender, the Funding Lender and the Servicer are not, and shall not be construed as, a partner, joint venturer, alter ego, manager, controlling person or other business associate or participant of any kind of the Borrower or its stockholders, members, or partners and the Governmental Lender, the Funding Lender and the Servicer do not intend to ever assume such status; (2) the Governmental Lender, the Funding Lender and the Servicer shall in no event be liable for any the Borrower Payment Obligations, expenses or losses incurred or sustained by the Borrower; and (3) the Governmental Lender, the Funding Lender and the Servicer shall not be deemed responsible for or a participant in any acts, omissions or decisions of the Borrower, the Borrower Controlling Entities or its stockholders, members, or partners. The Governmental Lender, the Funding Lender and the Servicer and the Borrower disclaim any intention to create any partnership, joint venture, agency or common interest in profits or income between the Governmental Lender, the Funding Lender, the Servicer and the Borrower, or to create an equity in the Project in the Funding Lender or the Servicer, or any sharing of liabilities, losses, costs or expenses.

**Section 10.13. Release.**

The Borrower hereby acknowledges that it is executing this Borrower Loan Agreement and each of the Borrower Loan Documents and the Funding Loan Documents to which it is a party as its own voluntary act free from duress and undue influence.

**Section 10.14. Term of Borrower Loan Agreement.**

This Borrower Loan Agreement shall be in full force and effect until all payment obligations of the Borrower hereunder and under the Borrower Loan Documents have been paid

in full and the Borrower Loan and the Funding Loan have been retired or the payment thereof has been provided for; except that on and after payment in full of the Borrower Note, this Borrower Loan Agreement shall be terminated, without further action by the parties hereto; provided, however, that the obligations of the Borrower under Sections 5.11 (Governmental Lender's Fees), 5.14 (Expenses), 5.15 (Indemnity), 9.1.3, 9.1.4, 9.1.5, 9.1.6 and 10.15 (Reimbursement of Expenses) hereof, as well as under Section \_\_\_\_ of the Construction Funding Agreement, shall survive the termination of this Borrower Loan Agreement.

#### **Section 10.15. Reimbursement of Expenses.**

If, upon or after the occurrence of any Event of Default or Potential Default, the Governmental Lender, the Funding Lender or the Servicer shall employ attorneys or incur other expenses for the enforcement of performance or observance of any obligation or agreement on the part of the Borrower contained herein, the Borrower will on demand therefor reimburse the Governmental Lender, the Funding Lender and the Servicer for fees of such attorneys and such other expenses so incurred.

The Borrower's obligation to pay the amounts required to be paid under this Section 10.15 shall be subordinate to its obligations to make payments under the Borrower Note.

#### **Section 10.16. Permitted Contests.**

Notwithstanding anything to the contrary contained in this Borrower Loan Agreement, Borrower shall have the right to contest or object in good faith to any claim, demand, levy or assessment (other than in respect of Debt or Contractual Obligations of Borrower under any Borrower Loan Document or Related Document) by appropriate legal proceedings that are not prejudicial to Funding Lender's rights, but this shall not be deemed or construed as in any way relieving, modifying or providing any extension of time with respect to Borrower's covenant to pay and comply with any such claim, demand, levy or assessment, unless Borrower shall have given prior Written Notice to the Governmental Lender and the Funding Lender of Borrower's intent to so contest or object thereto, and unless (i) Borrower has, in the Governmental Lender's and the Funding Lender's judgment, a reasonable basis for such contest, (ii) Borrower pays when due any portion of the claim, demand, levy or assessment to which Borrower does not object, (iii) Borrower demonstrates to Funding Lender's satisfaction that such legal proceedings shall conclusively operate to prevent enforcement prior to final determination of such proceedings, (iv) Borrower furnishes such bond, surety, undertaking or other security in connection therewith as required by law, or as requested by and satisfactory to Funding Lender, to stay such proceeding, which bond, surety, undertaking or other security shall be issued by a bonding company, insurer or surety company reasonably satisfactory to Funding Lender and shall be sufficient to cause the claim, demand, levy or assessment to be insured against by the Title Company or removed as a lien against the Project, (v) Borrower at all times prosecutes the contest with due diligence, and (vi) Borrower pays, promptly following a determination of the amount of such claim, demand, levy or assessment due and owing by Borrower, the amount so determined to be due and owing by Borrower. In the event that Borrower does not make, promptly following a determination of the amount of such claim, demand, levy or assessment due and owing by Borrower, any payment required to be made pursuant to clause (vi) of the

preceding sentence, an Event of Default shall have occurred, and Funding Lender may draw or realize upon any bond or other security delivered to Funding Lender in connection with the contest by Borrower, in order to make such payment. In the event of any inconsistency between this Section 10.16 and Section \_\_\_\_ of the Security Instrument, the Security Instrument shall control.

**Section 10.17. Funding Lender Approval of Instruments and Parties.**

All proceedings taken in accordance with transactions provided for herein, and all surveys, appraisals and documents required or contemplated by this Borrower Loan Agreement and the persons responsible for the execution and preparation thereof, shall be satisfactory to and subject to approval by Funding Lender. Funding Lender's approval of any matter in connection with the Project shall be for the sole purpose of protecting the security and rights of Funding Lender. No such approval shall result in a waiver of any default of Borrower. In no event shall Funding Lender's approval be a representation of any kind with regard to the matter being approved.

**Section 10.18. Funding Lender Determination of Facts.**

Funding Lender shall at all times be free to establish independently, to its reasonable satisfaction, the existence or nonexistence of any fact or facts, the existence or nonexistence of which is a condition of this Borrower Loan Agreement.

**Section 10.19. Calendar Months.**

With respect to any payment or obligation that is due or required to be performed within a specified number of Calendar Months after a specified date, such payment or obligation shall become due on the day in the last of such specified number of Calendar Months that corresponds numerically to the date so specified; provided, however, that with respect to any obligation as to which such specified date is the 29th, 30th or 31st day of any Calendar Month if the Calendar Month in which such payment or obligation would otherwise become due does not have a numerically corresponding date, such obligation shall become due on the first day of the next succeeding Calendar Month.

**Section 10.20. Determinations by Lender.**

Except to the extent expressly set forth in this Borrower Loan Agreement to the contrary, in any instance where the consent or approval of the Governmental Lender and the Funding Lender may be given or is required, or where any determination, judgment or decision is to be rendered by the Governmental Lender and the Funding Lender under this Borrower Loan Agreement, the granting, withholding or denial of such consent or approval and the rendering of such determination, judgment or decision shall be made or exercised by the Governmental Lender and the Funding Lender, as applicable (or its designated representative) at its sole and exclusive option and in its sole and absolute discretion.

**Section 10.21. Governing Law.**

This Borrower Loan Agreement shall be governed by and enforced in accordance with the laws of the State, without giving effect to the choice of law principles of the State that would require the application of the laws of a jurisdiction other than the State.

**Section 10.22. Consent to Jurisdiction and Venue.** Borrower agrees that any controversy arising under or in relation to this Borrower Loan Agreement shall be litigated exclusively in the State. The state and federal courts and authorities with jurisdiction in the State shall have exclusive jurisdiction over all controversies which shall arise under or in relation to this Borrower Loan Agreement. Borrower irrevocably consents to service, jurisdiction, and venue of such courts for any such litigation and waives any other venue to which it might be entitled by virtue of domicile, habitual residence or otherwise. However, nothing herein is intended to limit Beneficiary Parties' right to bring any suit, action or proceeding relating to matters arising under this Borrower Loan Agreement against Borrower or any of Borrower's assets in any court of any other jurisdiction.

**Section 10.23. Successors and Assigns.**

This Borrower Loan Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors, successors-in-interest and assigns, as appropriate. The terms used to designate any of the parties herein shall be deemed to include the heirs, legal representatives, successors, successors-in-interest and assigns, as appropriate, of such parties. References to a "person" or "persons" shall be deemed to include individuals and entities.

**Section 10.24. Severability.**

The invalidity, illegality or unenforceability of any provision of this Borrower Loan Agreement shall not affect the validity, legality or enforceability of any other provision, and all other provisions shall remain in full force and effect.

**Section 10.25. Entire Agreement; Amendment and Waiver.**

This Borrower Loan Agreement contains the complete and entire understanding of the parties with respect to the matters covered. This Borrower Loan Agreement may not be amended, modified or changed, nor shall any waiver of any provision hereof be effective, except by a written instrument signed by the party against whom enforcement of the waiver, amendment, change, or modification is sought, and then only to the extent set forth in that instrument. No specific waiver of any of the terms of this Borrower Loan Agreement shall be considered as a general waiver. Without limiting the generality of the foregoing, no Disbursement shall constitute a waiver of any conditions to the Governmental Lender's or the Funding Lender's obligation to make further Disbursements nor, in the event Borrower is unable to satisfy any such conditions, shall any such waiver have the effect of precluding the Governmental Lender or the Funding Lender from thereafter declaring such inability to constitute a Potential Default or Event of Default under this Borrower Loan Agreement.



**Section 10.26. Counterparts.**

This Borrower Loan Agreement may be executed in multiple counterparts, each of which shall constitute an original document and all of which together shall constitute one agreement.

**Section 10.27. Captions.**

The captions of the sections of this Borrower Loan Agreement are for convenience only and shall be disregarded in construing this Borrower Loan Agreement.

**Section 10.28. Servicer.**

Borrower hereby acknowledges and agrees that (a) from time to time, the Governmental Lender or the Funding Lender may appoint a servicer to collect payments, escrows and deposits, to give and to receive notices under the Borrower Note, this Borrower Loan Agreement or the other Borrower Loan Documents, and to otherwise service the Borrower Loan and (b) unless Borrower receives Written Notice from the Governmental Lender or the Funding Lender to the contrary, any action or right which shall or may be taken or exercised by the Governmental Lender or the Funding Lender may be taken or exercised by such servicer with the same force and effect.

**Section 10.29. Beneficiary Parties as Third-Party Beneficiary.**

Each of the Beneficiary Parties shall be a third-party beneficiary of this Borrower Loan Agreement for all purposes.

**Section 10.30. Waiver of Trial by Jury.**

TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, EACH OF BORROWER AND THE BENEFICIARY PARTIES (A) COVENANTS AND AGREES NOT TO ELECT A TRIAL BY JURY WITH RESPECT TO ANY ISSUE ARISING OUT OF THIS BORROWER LOAN AGREEMENT OR THE RELATIONSHIP BETWEEN THE PARTIES THAT IS TRIABLE OF RIGHT BY A JURY AND (B) WAIVES ANY RIGHT TO TRIAL BY JURY WITH RESPECT TO SUCH ISSUE TO THE EXTENT THAT ANY SUCH RIGHT EXISTS NOW OR IN THE FUTURE. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS SEPARATELY GIVEN BY EACH PARTY, KNOWINGLY AND VOLUNTARILY WITH THE BENEFIT OF COMPETENT LEGAL COUNSEL.

**Section 10.31. Time of the Essence.**

Time is of the essence with respect to this Borrower Loan Agreement.

**Section 10.33. Reference Date.**

This Borrower Loan Agreement is dated for reference purposes only as of the first day of \_\_\_\_\_, 2016, and will not be effective and binding on the parties hereto unless and until the Closing Date (as defined herein) occurs.

**ARTICLE XI  
LIMITATIONS ON LIABILITY**

**Section 11.1. Intentionally Deleted.**

**Section 11.2. Limitation on Liability of Governmental Lender.**

The Funding Loan, and interest thereon, are special, limited obligations of the Governmental Lender, payable solely from the Security pledged under the Funding Loan Agreement. The Funding Loan is not a general indebtedness of the Governmental Lender or a charge against its general credit or the general credit taxing powers of the State, the Governmental Lender, or any other political subdivision thereof, and shall never give rise to any pecuniary liability of the Governmental Lender, and neither the Governmental Lender, the State nor any other political subdivision thereof shall be liable for the payments of principal and interest on the Funding Loan, and the Funding Loan is payable from no other source, but are special, limited obligations of the Governmental Lender, payable solely out of the security pledged hereunder and receipts of the Governmental Lender derived pursuant to this Funding Loan Agreement (and not against any money due or to become due to the Governmental Lender pursuant to Unassigned Rights). No holder of the Funding Loan or any interest therein has the right to compel any exercise of the taxing power of the State, the Governmental Lender or any other political subdivision thereof to pay the Funding Loan or the interest thereon.

No recourse shall be had for the payment of the principal of, premium, if any, or the interest on the Funding Loan or for any claim based thereon or any obligation, covenant or agreement in this Funding Loan Agreement against any official of the Governmental Lender, or any official, officer, agent, employee or independent contractor of the Governmental Lender or any person executing this Borrower Loan Agreement. No covenant, stipulation, promise, agreement or obligation contained in this Borrower Loan Agreement or any other document executed in connection herewith shall be deemed to be the covenant, stipulation, promise, agreement or obligation of any present or future official, officer, agent or employee of the Governmental Lender in his or her individual capacity and neither any official of the Governmental Lender nor any officers executing this Borrower Loan Agreement shall be liable personally or be subject to any personal liability or accountability by reason of this Borrower Loan Agreement.

**Section 11.3. Waiver of Personal Liability.**

No member, officer, agent or employee of the Governmental Lender or any director, officer, agent or employee of the Governmental Lender shall be individually or personally liable for the payment of any principal (or prepayment price) of or interest on the Governmental Lender Note or any other sum hereunder or be subject to any personal liability or accountability by reason of the execution and delivery of this Borrower Loan Agreement; but nothing herein contained shall relieve any such member, director, officer, agent or employee from the performance of any official duty provided by law or by this Borrower Loan Agreement.

**Section 11.4. Limitation on Liability of Funding Lender's Officers, Employees, Etc.**

(a) Borrower assumes all risks of the acts or omissions of the Governmental Lender and the Funding Lender (except to the extent that such acts or omissions constitute gross negligence or willful misconduct), provided, however, this assumption is not intended to, and shall not, preclude Borrower from pursuing such rights and remedies as it may have against the Governmental Lender and the Funding Lender at law or under any other agreement. None of Governmental Lender and the Funding Lender, nor the other Beneficiary Parties or their respective officers, directors, employees or agents shall be liable or responsible for (i) any acts or omissions of the Governmental Lender and the Funding Lender; or (ii) the validity, sufficiency or genuineness of any documents, or endorsements, even if such documents should in fact prove to be in any or all respects invalid, insufficient, fraudulent or forged. In furtherance and not in limitation of the foregoing, the Governmental Lender and the Funding Lender may accept documents that appear on their face to be in order, without responsibility for further investigation, regardless of any notice or information to the contrary, unless acceptance in light of such notice or information constitutes gross negligence or willful misconduct on the part of the Governmental Lender and the Funding Lender.

(b) None of the Governmental Lender, the Funding Lender, the other Beneficiary Parties or any of their respective officers, directors, employees or agents shall be liable to any contractor, subcontractor, supplier, laborer, architect, engineer or any other party for services performed or materials supplied in connection with the Project. The Governmental Lender and the Funding Lender shall not be liable for any debts or claims accruing in favor of any such parties against Borrower or others or against the Project. Borrower is not and shall not be an agent of the Governmental Lender and the Funding Lender for any purpose. Neither the Governmental Lender nor the Funding Lender is a joint venture partner with Borrower in any manner whatsoever. Prior to default by Borrower under this Borrower Loan Agreement and the exercise of remedies granted herein, the Governmental Lender and the Funding Lender shall not be deemed to be in privity of contract with any contractor or provider of services to the Project, nor shall any payment of funds directly to a contractor, subcontractor or provider of services be deemed to create any third-party beneficiary status or recognition of same by the Governmental Lender and the Funding Lender. Approvals granted by the Governmental Lender and the Funding Lender for any matters covered under this Borrower Loan Agreement shall be narrowly construed to cover only the parties and facts identified in any written approval or, if not in writing, such approvals shall be solely for the benefit of Borrower.

(c) Any obligation or liability whatsoever of the Governmental Lender and the Funding Lender that may arise at any time under this Borrower Loan Agreement or any other Borrower Loan Document shall be satisfied, if at all, out of the Funding Lender's assets only. No such obligation or liability shall be personally binding upon, nor shall resort for the enforcement thereof be had to, the Project or any of the Governmental Lender's or the Funding Lender's shareholders (if any), directors, officers, employees or agents, regardless of whether such obligation or liability is in the nature of contract, tort or otherwise.

**Section 11.5. Delivery of Reports, Etc.**

The delivery of reports, information and documents to the Governmental Lender and the Funding Lender as provided herein is for informational purposes only and the Governmental Lender's and the Funding Lender's receipt of such shall not constitute constructive knowledge of any information contained therein or determinable from information contained therein. The Governmental Lender and the Funding Lender shall have no duties or responsibilities except those that are specifically set forth herein, and no other duties or obligations shall be implied in this Borrower Loan Agreement against the Governmental Lender and the Funding Lender.

IN WITNESS WHEREOF, the undersigned has duly executed and delivered this Borrower Loan Agreement or caused this Borrower Loan Agreement to be duly executed and delivered by its authorized representative as of the date first set forth above. The undersigned intends that this instrument shall be deemed to be signed and delivered as a sealed instrument.

BORROWER:

**EAST PARK REDEVELOPMENT LIMITED PARTNERSHIP,**  
an Illinois limited partnership

By: East Park Redevelopment LLC,  
an Illinois limited liability company, its sole General Partner

By: Habitat East Park Redevelopment LLC,  
an Illinois limited liability company, its Sole Manager

By: The Habitat Company LLC,  
an Illinois limited liability company, its Sole Manager

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

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

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

34842

JOURNAL--CITY COUNCIL--CHICAGO

11/1/2016

GOVERNMENTAL LENDER:

CITY OF CHICAGO

By: \_\_\_\_\_  
Name: Carole L. Brown  
Title: Chief Financial Officer

[SEAL]

Attest:

By: \_\_\_\_\_  
Name: Susana A. Mendoza  
Title: City Clerk

Agreed to and Acknowledged by:

FUNDING LENDER:

THE PRIVATEBANK AND TRUST COMPANY

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

*Exhibit "D".  
(To Ordinance)*

*Land Use Restriction Agreement.*

**THIS LAND USE RESTRICTION AGREEMENT** (this "**Agreement**"), entered into as of \_\_\_\_\_ 1, 20\_\_, 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 **EAST PARK REDEVELOPMENT LIMITED PARTNERSHIP**, an Illinois limited partnership (the "**Owner**"),

**WITNESSETH:**

WHEREAS, pursuant to a Funding Loan Agreement, dated as of \_\_\_\_\_ 1, 20\_\_ (the "**Funding Loan Agreement**") between the Issuer and The PrivateBank and Trust Company (the "**Funding Lender**") and an ordinance adopted by the Issuer on \_\_\_\_\_, 20\_\_ (the "**Ordinance**"), the Funding Lender will advance funds (the "**Funding Loan**") in an aggregate principal amount of [\_\_\_\_\_ and 00/100 Dollars (\$\_\_\_\_\_)] and the Issuer will issue, sell and deliver its [\$\_\_\_\_\_] Multi-Family Housing Revenue Note (East Park Apartments), Series 20\_\_ (the "**Note**") evidencing the obligation to repay the Funding Loan; and

WHEREAS, the proceeds derived from the issuance and sale of the Note have been lent by the Issuer to the Owner pursuant to a loan agreement of even date herewith (the "**Borrower Loan Agreement**"), between the Issuer and the Owner for the purpose of financing a portion of the costs of acquisition, substantial rehabilitation, renovation, construction and equipping of low-income residential facilities consisting of an existing, five-story, residential building and related common facilities containing a total of 153 residential units, consisting of one manager-occupied residential unit, and 152 residential units, all 152 of which are available to households with incomes up to 60% of area median income dedicated for use as public housing pursuant to the United States Housing Act of 1937 (42 USC §1437, et seq.), as amended from time to time, any successor legislation and all implementing regulations issued thereunder or in furtherance thereof (together with all rights and interests of the Owner in common areas in such buildings and on the related site, the "**Units**"), located on the site described in Exhibit A hereto (the "**Site**" and, together with the Units, the "**Project**"); and

WHEREAS, the Units will be leased entirely to low-income tenants; and

WHEREAS, the Site is an existing affordable residential single room occupancy building originally developed by East Park Limited Partnership to provide low income residents rental apartment units; and

WHEREAS, the Borrower has proposed to purchase the Property from the East Park Limited Partnership to substantially rehabilitate and redevelop as per the below-defined Project; and

WHEREAS, the Owner will own the Units on the Site; and

WHEREAS, in order to assure the Issuer and the Funding Lender that interest on the Note 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 such Units 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; or (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 (treating, for such purpose, the Project as being financed in part by the Note) (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 agency (with respect to the Project) after the date of delivery of the Note, 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) the Note is promptly repaid, 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 Note from the gross income of the owner thereof 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 Note 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) **Encumbrance of Fee.** In furtherance of enforcing compliance with the provisions of Section 142(d) of the Code and Section 1.103-8(b) of the Regulations applicable to this Agreement, unless the provisions of paragraph (c) or (d) above apply to the Project resulting in a termination of the restrictions set forth herein, such restrictions shall continue to apply to the Project following the termination of the Owner's or any other party's interest, whether or not the lien of the mortgage with respect to the Project is thereafter released by the Issuer.

## **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, constructed and equipped 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 Note is 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) hercof, 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 covenants 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 Note from the gross income of the owners 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 Note, 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 Note from gross income for purposes of federal income taxation, and that the Issuer, on behalf of the owners of the Note, 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 partners 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 partnership 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 agency 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 Funding Loan Agreement, the Borrower 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 Funding Loan Agreement, 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 Section 11.1 of the Funding Loan Agreement.

**Section 15. Governing Law.**

This Agreement shall be construed in accordance with and governed by the laws of the State of Illinois, and where applicable, the laws of the United States of America.

**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 Note, 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: \_\_\_\_\_  
Carole L. Brown, Chief Financial Officer

(SEAL)

ATTEST:

\_\_\_\_\_  
Susana A. Mendoza, City Clerk

Acknowledged and agreed to:

**EAST PARK REDEVELOPMENT LIMITED PARTNERSHIP,**  
an Illinois limited partnership

By: East Park Redevelopment LLC,  
an Illinois limited liability company, its Sole General Partner

By: Habitat East Park Redevelopment LLC  
an Illinois limited liability company, its Sole Manager

By: The Habitat Company LLC,  
an Illinois limited liability company, its Sole Manager

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

STATE OF ILLINOIS        )  
                                  ) ss:  
COUNTY OF COOK        )

BEFORE ME, the undersigned authority, on this day personally appeared CAROLE L. BROWN and SUSANA A. MENDOZA, the CHIEF FINANCIAL OFFICER and CITY CLERK, respectively, 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 \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

[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 The Habitat Company LLC, an Illinois limited liability company, a sole manager of Habitat East Park Redevelopment LLC, an Illinois limited liability company, a sole manager (the "Manager") of East Park Redevelopment, LLC an Illinois limited liability company, the general partner ("General Partner") of East Park Redevelopment Limited Partnership, an Illinois limited partnership (the "Partnership"), and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such officer, he signed and delivered the said instrument, pursuant to authority given by the Partnership to the General Partner and the Manager, as the free and voluntary act of such person, and as the free and voluntary act and deed of the General Partner and the Partnership, for the uses and purposes therein set forth.

GIVEN UNDER MY HAND and seal of office, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

(SEAL)

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

My commission expires on:

[(Sub)Exhibit "A" referred to in this Land Use Restriction Agreement constitutes Exhibit "F" to ordinance and printed on page 34957 of this *Journal*.]

(Sub)Exhibits "B" and "C" referred to in this Land Use Restriction Agreement read as follows:



(Sub)Exhibit "B".  
(To Land Use Restriction Agreement)

*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 December 1, 2016, among the City of Chicago, East Park Redevelopment Limited Partnership, an Illinois limited liability company (the "Owner" or "Partnership"); East Park Redevelopment LLC, an Illinois limited liability company and the Partnership's general partner (the "General Partner"), and Generations Housing Initiatives, an Illinois not-for-profit corporation and a member of the General Partner.

Re: East Park Apartments Project  
Chicago, IL

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<br>of the Household | Relationship to Head<br>of Household | Age   | Social Security<br>Number | Place of<br>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;
- (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

\* The form of Income Computation and Certification shall be conformed to any amendments made to 24 CFR Par 5, or any regulatory provisions promulgated in substitution therefor.

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 agency 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, etc.) 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 agency 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) (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 myself 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 (\$ \_\_\_\_\_); and 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 60% of Median Gross Income for Area.\*\*  
  
\_\_\_\_\_ More than 60% 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 60% 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 East Park Redevelopment Limited Partnership, an Illinois limited partnership, or its related entity, 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)

*Certificate Of Continuing Program Compliance.*

The undersigned, on behalf of East Park Redevelopment Limited Partnership, an Illinois limited partnership (the "Owner"), hereby certify as follows:

1. The undersigned has read and is thoroughly familiar with the provisions of the Land Use Restriction Agreement, dated as of December 1, 2016 (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

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.

---

\*\*\*\* 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.

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.

East Park Redevelopment Limited Partnership,  
an Illinois limited partnership

By: East Park Redevelopment LLC,  
an Illinois limited liability company,  
its Sole General Partner

By: Habitat East Park Redevelopment LLC,  
an Illinois limited liability company,  
its Sole Manager

By: The Habitat Company LLC,  
an Illinois limited liability company,  
its Sole Manager

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

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

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

[Schedule "A" referred to in this Certificate of Continuing  
Program Compliance unavailable  
at time of printing.]

*Exhibit "E".*  
(To Ordinance)

*East Park SRO Redevelopment Agreement.*

This East Park SRO Redevelopment Agreement (the "**Agreement**") is made as of this \_\_\_\_ day of \_\_\_\_\_, 201\_\_, by and among the City of Chicago, an Illinois municipal corporation (the "**City**"), through its Department of Planning and Development ("**DPD**"), and East Park Redevelopment Limited Partnership, an Illinois limited partnership ("**Partnership**"), East Park Redevelopment LLC, an Illinois limited liability company and the Partnership's general partner (the "**General Partner**"), Generations Housing Initiatives, an Illinois not-for-profit corporation and a member of the General Partner ("**Generations**," collectively with the Partnership, and General Partner, are referred to herein as the "**Developer Parties**").

RECITALS:

**A. Constitutional Authority:** As a home rule unit of government under Section 6(a), Section 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 and 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 under the provisions of the Act, the City Council of the City (the "**City Council**") adopted the following ordinances on May 17, 2000: (1) "An Ordinance of the City of Chicago, Illinois Approving a Redevelopment Plan for the Midwest Redevelopment Project Area"; (2) "An Ordinance of the City of Chicago, Illinois Designating the Midwest Redevelopment Project Area as a Redevelopment Project Area Pursuant to Tax Increment Allocation Redevelopment Act"; and (3) "An Ordinance of the City of Chicago, Illinois Adopting Tax Increment Allocation Financing for the Midwest Redevelopment Project Area" (the "**TIF Adoption Ordinance**"). Items (1)-(3) were amended by ordinances adopted on May 17, 2012 and December 9, 2015 (the "**Midwest Amendments**"). Items (1)-(3), as amended by the Midwest Amendments, are collectively referred to herein as the "**TIF Ordinances**". The Redevelopment Area (as defined below) is legally described on Exhibit A.

**D. The Project:** The Partnership shall acquire from East Park Limited Partnership, an Illinois limited partnership and Affiliate, certain property generally located at 3300 West Maypole Avenue and located wholly within the Redevelopment Area as legally described on Exhibit B hereto (the "**Property**"). In accordance with this Agreement and within the time frames set forth in Section 3.01 hereof, the Developer Parties shall commence and complete the following: rehabilitate each of the 153 units in the building and improve the overall site and building (the "**Facility**") on the Property, which will consist of 152 single residency occupancy units, one residential managers unit, and related common areas. The Facility shall include the environmental features detailed in Section 8.23 hereof. The rehabilitation of the Facility and related improvements (including but not limited to those TIF-Funded Improvements as defined below and set forth on Exhibit D) are collectively referred to herein as the "**Project**." The completion of the Project would not reasonably be anticipated without the financing contemplated in this Agreement.

**E. Redevelopment Plan:** The Project will be carried out in accordance with this Agreement and the City of Chicago Midwest Tax Increment Finance Program Redevelopment Plan and Project, as amended from time-to-time (the "**Redevelopment Plan**").

**F. City Financing and Assistance:** The City agrees to use, in the amounts set forth in Section 4.03 hereof, Incremental Taxes to pay or reimburse the Developer Parties 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 (as defined below) pursuant to a TIF bond ordinance (the "**TIF Bond Ordinance**"), at a later date as described and conditioned in Section 4.07 hereof. The proceeds of the TIF Bonds (the "**TIF Bond Proceeds**") may be used to pay for the costs of the TIF-Funded Improvements not previously paid for from Available Incremental Taxes.

**NOW, THEREFORE,** in consideration of the premises and of the mutual covenants and agreements contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

#### AGREEMENT:

#### 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 Legal Description                                  |
| 3. The Project                                       | C-1 *Project Budget                                            |
| 4. Financing                                         | C-2 *Construction (MBE/WBE) Budget                             |
| 5. Conditions Precedent                              | D *TIF-Funded Improvements                                     |
| 6. Agreements with Contractors                       | E Construction Contract                                        |
| 7. Completion of Construction or Rehabilitation      | F Intentionally omitted.                                       |
| 8. Covenants/Representations/Warranties of Developer | G *Permitted Liens                                             |
| 9. Covenants/Representations/Warranties of the City  | H Opinion of Developer Parties Counsel                         |
| 10. Developer's Employment Obligations               | I Form of Payment Bonds                                        |
| 11. Environmental Matters                            | J Requisition Form                                             |
| 12. Insurance                                        | K *Funding Sources                                             |
| 13. Indemnification                                  | L Escrow Agreement                                             |
| 14. Maintaining Records/Right to Inspect             | M Tenant Lease                                                 |
| 15. Defaults and Remedies                            | (An asterisk (*) indicates which exhibits are to be recorded.) |
| 16. Mortgaging of the Project                        |                                                                |
| 17. Notice                                           |                                                                |
| 18. Miscellaneous                                    |                                                                |

## SECTION TWO: DEFINITIONS

For purposes of this Agreement the following terms shall have the meanings stated below:

**"Act"** has the meaning defined in the recitals.

**"Actual Residents of the City"** has the meaning defined for such phrase in Section 10.02(c) hereof.

**"Affiliate"** means any individual, corporation, partner, partnership, trust or entity which owns or controls a controlling interest, or is owned or controlled by, or is under common ownership or control with, in whole or in part, a Developer Party or any successor to a Developer Party or its respective subsidiary(ies) or parent(s).

**"Affordable Units"** has the meaning defined in Section 8.27 hereof.

**"Agreement"** has the meaning defined in the Agreement preamble.

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

**"Annual Compliance Report"** shall mean a signed report from the Partnership to the City (a) itemizing each of the Developer Parties' obligations under this Agreement during the preceding calendar year, (b) certifying the Developer Parties' 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 the Developer Parties are 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, but not be limited to, the following: (1) delivery of Financial Statements and unaudited financial statements (Section 8.12); (2) delivery of updated insurance certificates, if applicable (Section 8.13); (3) delivery of evidence of payment of Non-Governmental Charges, if applicable (Section 8.14); (4) compliance with the Affordable Housing Covenant (Section 8.27); and (5) compliance with all other executory provisions of this Agreement.

**"Available Incremental Taxes"** means, for each payment, an amount equal to the Incremental Taxes on deposit in the Redevelopment Project Area Special Tax Allocation Fund as of December 31st of the calendar year prior to the year in which the Requisition Form for such payment is received by the City, and which is available for the financing or payment of Redevelopment Project Costs, after deducting (i) the City Fee, (ii) all Incremental Taxes previously allocated or pledged by the City before the date of this Agreement including, without limitation, Incremental Taxes allocated or pledged for the Prior Obligations, and (iii) debt service payments with respect to the Bonds, if any.

**"Available Project Funds"** means: (i) the undisbursed City Funds; (ii) the undisbursed Lender Financing, if any; (iii) the undisbursed Equity, and (iv) any other amounts deposited by the Developer pursuant to this Agreement.

**"Bonds"** has the meaning defined in Section 8.05 hereof.

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

**"Certificate"** means the Certificate of Completion of Construction described in Section 7.01.

**"Change Order"** means any amendment or modification to the Scope Drawings, the Plans and Specifications, or the Project Budget (all as defined below) within the scope of Section 3.04.

**"City"** has the meaning defined in the Agreement preamble.

**"City Contract"** has the meaning defined in Section 8.01(n) hereof.

**"City Council"** means the City Council of the City of Chicago as defined in the recitals.

**"City Fee"** means the funds described in Section 4.09 hereof.

**"City Funds"** means the funds described in Section 4.03(b) hereof.

**"City Group Member"** has the meaning defined in Section 8.10 hereof.

**"City Regulatory Agreement"** means that certain Regulatory Agreement entered into on the date hereof by Partnership and the City.

**"Closing Date"** means 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.

**"Construction Contract"** means collectively those certain contracts substantially in the form of Exhibit E, to be entered into between Developer Parties and the General Contractor (as defined below) providing for construction of the Project.

**"Construction Program"** has the meaning defined in Section 10.03 hereof.

**"Corporation Counsel"** means the City's Office of Corporation Counsel.

**"Davis-Bacon Act"** shall mean 40 U.S.C. Section 276a et seq.

**"Developer Parties"** has the meaning defined in the Agreement preamble.

**"DPD"** means the City's Department of Planning and Development, or any successor department thereto.

**"EDS"** means the City's Economic Disclosure Statement and Affidavit, on the City's then current form.

**"East Park Redevelopment Limited Partnership"** has the meaning defined in the Agreement preamble.

**"Employer(s)"** has the meaning defined in Section 10.01 hereof.

**"Environmental Laws"** means any and all Federal, State or local statutes, laws, regulations, ordinances, codes, rules, orders, licenses, judgments, decrees or requirements relating to public health and safety and the environment now or hereafter in force, as amended and hereafter amended, including but not limited to: (i) the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Section 9601 et seq.); (ii) any so-called "Superfund" or "Superlien" law; (iii) the Hazardous Materials Transportation Act (49 U.S.C. Section 1802 et seq.); (iv) the Resource Conservation and Recovery Act (42 U.S.C. Section 6902 et seq.); (v) the Clean Air Act (42 U.S.C. Section 7401 et seq.); (vi) the Clean Water Act (33 U.S.C. Section 1251 et seq.); (vii) the Toxic Substances Control Act (15 U.S.C. Section 2601 et seq.); (viii) the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. Section 136 et seq.); (ix) the Illinois Environmental Protection Act (415 ILCS 5/1 et seq.); and (x) the Municipal Code, including but not limited to the Municipal Code, Sections 7-28-390, 7-28-440, 11-4-1410, 11-4-1420, 11-4-1450, 11-4-1500, 11-4-1530, 11-4-1550, or 11-4-1560.

**"Equity"** means funds of Developer Parties (other than funds derived from Lender Financing (as defined below)) available as and when required for the Project, in the amount stated in Exhibit K attached hereto, which amount may be increased pursuant to Section 4.07 hereof (Cost Overruns).

**"Escrow Agreement"** means that certain Escrow Agreement entered into as of the Closing Date by the City, Developer Parties, Lenders and other parties, in substantially the form attached as Exhibit L.

**"Event of Default"** has the meaning defined in Section 15.01 hereof.

**"Existing Mortgages"** has the meaning defined in Section 16.01 hereof.

**"Facility"** has the meaning defined in the recitals.

**"Financial Statements"** means, for each of the Developer Parties, the financial statements of such Developer Party regularly prepared by such Developer Party, and including, but not limited to, a balance sheet, income statement and cash-flow statement, in accordance with generally accepted accounting principles and practices consistently applied throughout the appropriate periods, and which are delivered to the Lenders pursuant to Partnership's loan agreement(s), if any.

**"FOIA"** has the meaning defined in Section 8.25(a) hereof.

**"General Contractor"** means the general contractor(s) hired by Developer Parties under Section 6.01 hereof.

**"GMA"** has the meaning defined in Section 6.01(a) hereof.

**"Governmental Charge"** has the meaning defined in Section 8.18(a) hereof.

**"Hazardous Materials"** means any toxic substance, hazardous substance, hazardous material, hazardous chemical or hazardous, toxic or dangerous waste defined or qualifying as such in (or for the purposes of) any Environmental Law, or any pollutant or contaminant, and shall include, but not be limited to, volatile organic compounds (VOCs), polynuclear aromatic hydrocarbons (PNAs), polychlorinated biphenyls (PCBs), RCRA metals which exceed the IEPA Tier 1 remediation objectives, crude oil, any fraction thereof, or refined petroleum products such as oil, gasoline, or other petroleum-based fuels, lead paint, asbestos or asbestos-containing materials, urea formaldehyde, any radioactive material or by-product material, radon and mold.

**"Housing Act"** shall mean the United States Housing Act of 1937 (42 USC §1437, et seq.) as amended from time to time, any successor legislation and all implementing regulations issued thereunder or in furtherance thereof.

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

**"Human Rights Ordinance"** has the meaning defined in Section 10.01(a) hereof.

**"In Balance"** has the meaning defined in Section 4.08(g) hereof.

**"Incremental Taxes"** means such ad valorem taxes which, pursuant to the TIF Adoption Ordinance and Section 5/11-74.4-8(b) of the Act, are allocated to, and when collected are paid to, the Treasurer of the City for deposit by the Treasurer into a special tax allocation fund established to pay Redevelopment Project Costs and obligations incurred in the payment thereof, such fund for the purposes of this Agreement being the Redevelopment Project Area Special Tax Allocation Fund.

**"Indemnitee"** and **"Indemnitees"** have the respective meanings defined in Section 13.01 hereof.

**"Lender"** means any governmental agency or financial lending institution providing Lender Financing.

**"Lender Financing"** means funds borrowed by Partnership from Lenders and available to pay for costs of the Project, in the amount stated in Exhibit K, if any.

**"Limited Partner"** means Stratford East Park Investors Limited Partnership, a Massachusetts limited partnership, or another affiliate of Stratford Capital Group LLC and its successors and assigns.

**"Local Records Act"** has the meaning defined in Section 8.25(c) hereof.

**"MBE(s)"** has the meaning defined in Section 10.03 hereof.

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

**"MBE/WBE Program"** has the meaning defined in Section 10.03 hereof.



**"Municipal Code"** means the Municipal Code of the City of Chicago as presently in effect and as hereafter amended from time to time.

**"New Mortgage"** has the meaning defined in Section 16.01 hereof.

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

**"Partnership"** has the meaning defined in the Agreement preamble.

**"Permitted Liens"** means those liens and encumbrances against the buildings in the Project and/or the Project stated in Exhibit G.

**"Permitted Mortgage"** has the meaning defined in Section 16.01 hereof.

**"Phase I Report"** has the meaning defined in the recitals.

**"Plans and Specifications"** means final construction documents containing a site plan and working drawings and specifications for the Project.

**"Prior Obligations"** shall mean, collectively, the following:

Modern Schools Bonds Debt Service:

Raby Horticultural

Westinghouse

DePriest

Austin

Collins

City Gardens RDA

Douglas Library

Garfield Center

Harvest Homes RDA

Heritage Homes RDA

Liberty Square Apartments RDA

Sinai Hospital RDA

Retail Thrive Zone

11<sup>th</sup> District Police Station

Intergovernmental Agreements:

Park District: Garfield Park Conservatory

CPS: Dodge

CPS: Ericson

CPS: Faraday

CPS: Jensen

CPS: Penn

CPS: Sumner

Tree Planting – 2<sup>nd</sup> Ward

ALL INFRASTRUCTURE PROJECTS APPROVED PRIOR TO CITY COUNCIL  
APPROVAL DATE OF EAST PARK SRO ORDINANCE [ADD DATE WHEN  
AVAILABLE]

Neighborhood Improvement Program-Midwest

Purchase Rehabilitation Program-MF-Midwest

Small Business Improvement Fund

TIF Works

**"PrivateBank"** means The PrivateBank and Trust Company, an Illinois state chartered bank.

**"Procurement Program"** has the meaning defined in Section 10.03 hereof.

**"Project"** has the meaning defined in the recitals.

**"Project Budget"** means the budget stated in Exhibit C-1, showing the total cost of the Project by line item, as furnished by Partnership to DPD, in accordance with Section 3.03 hereof.

**"Property"** has the meaning defined in the recitals.

**"Redevelopment Area"** has the meaning defined in the recitals.

**"Redevelopment Plan"** has the meaning defined in the recitals.

**"Redevelopment Project Area Special Tax Allocation Fund"** means the special tax allocation fund created by the City in connection with the Redevelopment Area into which the Incremental Taxes are to be deposited.

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

**"Requisition Form"** shall mean the document, in the form attached hereto as Exhibit J, to be delivered by the Developer to DPD pursuant to Section 4.03(c) hereof.

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

**"Site Plan"** has the meaning defined in the recitals.

**"State"** means the State of Illinois as defined in the recitals.

**"Survey"** means an urban plat of survey in the most recently revised form of ALTA/ACSM land title survey of the Property dated within 90 days prior to the Closing Date, reasonably acceptable in form and content to the City and the Title Company, prepared by a surveyor registered in the State, 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 any updates thereof to reflect improvements to the Property as required by the City or the Lenders, if any).

**"Term of the Agreement"** means the period of time commencing on the Closing Date and ending on December 31, 2036.

**"TIF Adoption Ordinance"** has the meaning defined in the recitals.

**"TIF Bonds"** has the meaning defined in the recitals.

**"TIF Bond Ordinance"** has the meaning defined in the recitals.

**"TIF Bond Proceeds"** has the meaning defined in the recitals.

**"TIF Ordinances"** has the meaning defined in the recitals.

**"TIF-Funded Improvements"** means those improvements of the Project which: (i) qualify as Redevelopment Project Costs, (ii) are eligible costs under the Redevelopment Plan and (iii) the City has agreed to pay for out of the City Funds, subject to the terms of this Agreement, and (iv) are stated in Exhibit D.

**"Title Company"** means Near North National Title , an \_\_\_\_\_.

**"Title Policy"** means a title insurance policy in the most recently revised ALTA or equivalent form, showing Partnership 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 Project related to Lender Financing, if any, issued by the Title Company.

**"Ujamaa"** has the meaning defined in Section 6.01(a) hereof.

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

**"WBE(s)"** has the meaning defined in Section 10.03 hereof.

### SECTION THREE: THE PROJECT

**3.01 The Project.** Developer Parties will, pursuant to the Plans and Specifications and subject to the provisions of Section 18.18 hereof and the receipt of all necessary permits: (i) begin redevelopment construction no later than ninety days after the Closing Date, and (ii) complete redevelopment construction no later than the second anniversary of the Closing Date, subject to the provisions of Section 18.16 (Force Majeure).

**3.02 Scope Drawings and Plans and Specifications.** Partnership has delivered the Scope Drawings and Plans and Specifications to DPD and DPD has approved them. After such initial approval, subsequent proposed changes to the Scope Drawings or Plans and Specifications within the scope of Section 3.04 will be submitted to DPD as a Change Order under Section 3.04. The Scope Drawings and Plans and Specifications will at all times conform to the Redevelopment Plan as in effect on the date of this Agreement, and all applicable Federal, State and local laws, ordinances and regulations. Developer Parties will submit all necessary documents to the City's Department of Buildings, Department of Transportation, and to 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.** Partnership has furnished to DPD, and DPD has approved, a Project Budget which is Exhibit C-1, showing total costs for the Project in an amount not less than \$16,584,959. Partnership hereby certifies to the City that: (a) in addition to City Funds, the Lender Financing and/or Equity described in Exhibit K shall be sufficient to pay for all Project costs; and (b) the Project Budget is true, correct and complete in all material respects. Partnership will promptly deliver to DPD copies of any Change Orders with respect to the Project Budget as provided in Section 3.04.

**3.04 Change Orders.** All Change Orders (and documentation substantiating the need and identifying the source of funding therefor) relating to changes to the Project must be submitted by the Partnership to DPD. The Partnership shall not authorize or permit the performance of any work relating to any Change Order or the furnishing of materials in

connection therewith prior to the receipt by the Partnership of DPD's written approval, which shall not be unreasonably withheld, conditioned or delayed. The Construction Contract, and each contract between the General Contractor and any subcontractor, shall contain a provision to this effect. An approved Change Order shall not be deemed to imply any obligation on the part of the City to increase the amount of City Funds which the City has pledged pursuant to this Agreement or provide any other additional assistance to the Partnership.

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

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

**3.07 Progress Reports and Survey Updates.** After the Closing Date, on or before the 15th day of each reporting month, Partnership will provide DPD with written quarterly construction progress reports detailing the status of the Project, including a revised completion date, if necessary (with any delay in completion date being considered a Change Order, requiring DPD's written approval under Section 3.04). Partnership must also deliver to the City written progress reports by draw, but not less than quarterly, detailing compliance with the requirements of Section 8.08 (Prevailing Wage), Section 10.02 (City Resident Construction Worker Employment Requirement) and Section 10.03 (Partnership's MBE/WBE Commitment). If the reports reflect a shortfall in compliance with the requirements of Sections 8.08, 10.02 and 10.03, then there must also be included a written plan from Partnership acceptable to DPD to address and cure such shortfall. At Project completion, upon the request of DPD, Partnership will provide 3 copies of an updated Survey to DPD reflecting improvements made to the Property.

**3.08 Inspecting Agent or Architect.** The independent agent or architect (other than Partnership's architect) selected by the non-governmental Lender will also act as the inspecting agent or architect for DPD for the Project, and any fees and expenses connected with its work or incurred by such independent agent or architect will be solely for Developer's account and will be promptly paid by the Developer Parties. The inspecting agent or architect will perform periodic inspections with respect to the Project, providing written certifications with respect thereto to DPD, prior to requests for disbursements for costs related to the Project.

**3.09 Barricades.** When applicable, Partnership has installed (or shall install) a construction barricade of a type and appearance satisfactory to the City and which barricade was constructed in compliance with all applicable Federal, State or City laws, ordinances, rules and regulations. DPD retains the right to approve the maintenance, appearance, color scheme, painting, nature, type, content, and design of all barricades (other than the name and logo of the Project) installed after the date of this Agreement.

**3.10 Signs and Public Relations.** Partnership will erect in a conspicuous location on the Property during the Project a sign of commercially reasonable size and style, 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 any other pertinent, non-confidential information regarding Developer Parties and the Project in the City's promotional literature and communications.

3.11 **Accessibility for Disabled Persons.** Partnership acknowledges that it is in the public interest to design, construct and maintain the Project in a manner that promotes, enables, and maximizes universal access throughout the Project. Plans for all buildings on the Property and related improvements have been 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.

#### SECTION FOUR: FINANCING

4.01 **Total Project Cost and Sources of Funds.** The cost of the Project is estimated to be \$16,584,959 to be applied in the manner stated in the Project Budget and funded from the sources identified in Exhibit K.

4.02 **Developer Parties Funds.** Equity and Lender Financing will be used to pay the majority of Project costs, including but not limited to costs of TIF-Funded Improvements.

4.03 **City Funds.**

(a) **Uses of City Funds.** City Funds may only be used to pay directly or reimburse the Developer Parties for costs of TIF-Funded Improvements that constitute Redevelopment Project Costs. Exhibit D 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 Section 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 up to \$5,212,175 of City funds (the "**City Funds**") from Available Incremental Taxes to pay for or reimburse the Developer Parties 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 Five Million Two Hundred Twelve Thousand One Hundred Seventy Five Dollars (\$5,212,175); and provided further, that the \$5,212,175 to be derived from Available Incremental Taxes and/or TIF Bond proceeds, if any, shall be available to pay costs related to TIF-Funded Improvements and allocated by the City for that purpose only to the extent that the amount of the Available Incremental Taxes deposited into the Redevelopment Project Area Special Tax Allocation Fund shall be sufficient to pay for such costs.

The Developer Parties acknowledge and agree that the City's obligation to pay for TIF-Funded Improvements is contingent upon the fulfillment of the conditions set forth above. In the event that such conditions are not fulfilled, the amount of Equity to be contributed by the Developer Parties pursuant to Section 4.01 hereof shall increase proportionately until such City Funds are available.

(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 in three payments to a Developer Party as follows: (i) 25% of the City Funds upon the completion of 50% of the construction of the Project as certified to the City in a Requisition Form with required supporting documentation; (ii) 25% of the City Funds

upon the completion of 75% of the construction of the Project as certified to the City in a Requisition Form with required supporting documentation the issuance of the Certificate; and (iii) 50% of the City Funds upon the issuance of the Certificate.

4.04 **Construction Escrow.** The City and the Developer Parties hereby agree to enter into the Escrow Agreement. All disbursements of Project funds shall be made through the funding of draw requests with respect thereto 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.

4.05 **Sale or Transfer of the Property or Project by Developer Parties.**

Prior to the Date of Issuance of the Certificate. Subject to Section 16.01 hereof, Partnership must obtain the prior approval of the City for any sale or transfer to an entity that is not a Developer Party of any part of the Property or the Project prior to the issuance of the Certificate. Such approval by the City will be subject to the reasonable discretion requirement stated in Section 18.19. For purposes of this Section 4.05, the phrase: "sale or transfer of any part of the Property or Project" includes any sales or transfers which are a part of the sale or transfer of all or substantially all of Partnership's assets or equity but does not include the lease of residential units in accordance with Section 8.27 hereof.

4.06 Intentionally omitted.

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

4.08 **Preconditions of Disbursement.** Prior to each disbursement of City Funds hereunder, the Partnership shall submit documentation regarding the applicable expenditures to DPD, which shall be satisfactory to DPD in its sole discretion. Delivery by the Partnership 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 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) the Developer Parties have 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 Agreement are true and correct and the Developer Parties are in compliance with all covenants contained herein;

(e) the Developer Parties have received no notice and have 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. The Developer Parties hereby agree that, if the Project is not In Balance, the Developer Parties 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 the Developer Parties 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 the Developer Parties. In addition, the Developer Parties 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.

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

**4.10 Conditional Grant.** The City Funds being provided hereunder are being granted on a conditional basis, subject to the Developer Parties' compliance with the provisions of this Agreement. The City Funds are subject to being suspended, terminated and/or reimbursed as provided in Sections 7.03 and 15.02 hereof.

**4.11 TIF Bonds.** The Commissioner of DPD 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 Parties will cooperate with the City in the issuance of the TIF Bonds, as provided in Section 8.05.

## SECTION FIVE: CONDITIONS PRECEDENT

The following conditions precedent to closing must be complied with to the City's satisfaction within the time periods set forth below or, if no time period is specified, prior to the Closing Date:

**5.01 Project Budget.** Developer Parties will have submitted to DPD, and DPD will have approved, a Project Budget in accordance with the provisions of Section 3.03.

**5.02 Scope Drawings and Plans and Specifications.** Developer Parties will have submitted to DPD, and DPD will have approved, the Scope Drawings and Plans and Specifications as provided in Section 3.02.

5.03 **Other Governmental Approvals.** Developer Parties will have secured or applied for all other necessary approvals and permits required by any Federal, State, or local statute, ordinance, rule or regulation to begin or continue construction of the Project, and will submit evidence thereof to DPD.

5.04 **Financing.**

(a) Developer Parties will have furnished evidence acceptable to the City that Developer Parties have Equity and Lender Financing, if any, at least in the amounts stated in Section 4.01 and Exhibit K, which are sufficient to complete the Project and satisfy their obligations under this Agreement. If a portion of such financing consists of Lender Financing, Developer Parties will have furnished evidence as of the Closing Date that the proceeds thereof are available to be drawn upon by Developer Parties as needed and are sufficient (along with the Equity and other financing sources, if any, stated in Section 4.01 and Exhibit K) to complete the Project.

(b) Prior to the Closing Date, Partnership will deliver to DPD a copy of the Escrow Agreement. The Escrow Agreement must provide that DPD will receive copies of all construction draw request materials submitted by Partnership after the date of this Agreement.

(c) Any financing liens against the Property and Project in existence at the Closing Date will be subordinated to certain encumbrances of the City stated in Section 7.02(b) of this Agreement under 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 Partnership, in the Office of the Recorder of Deeds of Cook County.

(d) The City agrees that the Developer Parties may collaterally assign their respective interests in this Agreement to any of their Lenders if such Lender requires such collateral assignment.

5.05 **Acquisition and Title.** On the Closing Date, Developer Parties will furnish the City with a copy of the Title Policy for the Property, showing Partnership as the named insured. The Title Policy will be dated as of the Closing Date and will contain only those title exceptions listed as Permitted Liens on Exhibit G and will evidence the recording of this Agreement under the provisions of Section 8.17. The Title Policy will also contain the following endorsements as required by Corporation Counsel: an owner's comprehensive endorsement and satisfactory endorsements regarding zoning (i.e., Zoning 3.1 plans and specifications) with parking, contiguity, location, access, and survey.

5.06 **Evidence of Clear Title.** Not less than 5 Business Days prior to the Closing Date, Developer Parties, at their own expense, will have provided the City with current searches under the names of each of the entities comprising Developer Parties as follows:

|                               |                               |
|-------------------------------|-------------------------------|
| Secretary of State (IL)       | UCC search                    |
| Secretary of State (IL)       | Federal tax lien search       |
| Cook County Recorder          | UCC search                    |
| Cook County Recorder          | Fixtures search               |
| Cook County Recorder          | Federal tax lien search       |
| Cook County Recorder          | State tax lien search         |
| Cook County Recorder          | Memoranda of judgments search |
| U.S. District Court (N.D. IL) | Pending suits and judgments   |
| Clerk of Circuit Court,       | Pending suits and judgments   |
| Cook County                   |                               |



showing no liens against Developer Parties, the Property or any fixtures now or hereafter affixed thereto, except for the Permitted Liens.

5.07 **Surveys**. Developer Parties will have furnished the City with 3 copies of the Survey.

5.08 **Insurance**. Partnership, at its own expense, will have insured the Property and the Project as required under Section 12. Prior to the Closing Date, certificates required under Section 12 evidencing the required coverages will have been delivered to DPD.

5.09 **Opinions of Developer Parties' Counsel**. On the Closing Date, Developer Parties will furnish the City with an opinion of counsel, substantially in the form of Exhibit H, with such changes as may be required by or acceptable to Corporation Counsel. If any Developer Party has engaged special counsel in connection with the Project, and such special counsel is unwilling or unable to give some of the opinions stated in Exhibit H, such opinions shall be obtained by such Developer Party from its general corporate counsel.

5.10 Intentionally omitted.

5.11 **Financial Statements**. Developer Parties will have provided Financial Statements to DPD for their fiscal year 2016, or for the most recently available year, and their most recently available unaudited interim Financial Statements.

5.12 **Additional Documentation**. Partnership will have provided documentation to DPD, satisfactory in form and substance to DPD concerning Partnership's employment profile operating leases and other tenant leases executed by Partnership for leaseholds in the Project, if any.

5.13 **Environmental Audit**. Partnership will have provided DPD with copies of all phase I environmental audits completed with respect to the Property, if any, and a letter from the environmental engineer(s) who completed such audit(s), authorizing the City to rely on such audits. If environmental issues exist on the Property, the City will require written verification from the Illinois Environmental Protection Agency that all identified environmental issues have been or will be resolved to its satisfaction.

5.14 **Entity Documents**. Each of Developer Parties shall provide a copy of its current Articles of Incorporation or incorporation or partnership agreements, with all amendments, containing the original certification of the Secretary of State of its state of incorporation or organization; certificates of good standing from the Secretary of State of its state or incorporation and all other states in which each Developer Party is qualified to do business; its current bylaws; a secretary's certificate in such form and substance as the Corporation Counsel may require; and such organizational documentation as the City may request. Partnership shall provide comparable organizational documentation.

The Developer has provided to the City, an EDS in the City's then current form, dated as of the Closing Date, which is incorporated by reference, and the Developer further will provide any other affidavits or certifications as may be required by 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 pursuant to the requirements of Section 2-154-020 of the Municipal Code, 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, and failure to

promptly provide such updated EDS(s) to the City will constitute an Event of Default under this Agreement.

5.15 **Litigation.** Developer Parties will provide to Corporation Counsel and DPD a description of all pending or threatened litigation or administrative proceedings involving Developer Parties or any Affiliate of Developer Parties (excluding any limited partners of the Partnership) 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 SIX: AGREEMENTS WITH CONTRACTORS

### 6.01 **Bid Requirement for General Contractor and Subcontractors.**

(a) DPD acknowledges that Partnership has selected Griggs Mitchell & Alma, an Illinois limited liability company ("GMA") and Ujamaa Construction Inc., an Illinois corporation ("Ujamaa," and collectively with GMA, the "General Contractor") to act collectively to manage the construction program for the Project. Partnership will cause the General Contractor to solicit bids for work on the Project solely from qualified subcontractors eligible to do business with the City of Chicago.

(b) Partnership must submit copies of the Construction Contract to DPD as required under Section 6.02 below. Upon the written request of the City, Partnership will provide photocopies of all subcontracts entered or to be entered into in connection with the Project within five (5) Business Days of the execution thereof. The Partnership must ensure that the General Contractor will not (and must cause the General Contractor to ensure that the subcontractors will not) begin work on the Project until the Plans and Specifications have been approved by the City and all requisite permits have been obtained.

6.02 **Construction Contract.** Prior to the execution thereof, Partnership must deliver to DPD a copy of the proposed Construction Contract with the General Contractor selected to work on the Project, for DPD's prior written approval. Following execution of such contract by Developer Parties, the General Contractor and any other parties thereto, Partnership must 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 Parties will require that the General Contractor and any applicable subcontractor(s) be bonded for their respective payment and performance by sureties having an AA rating or better using the bond form attached as Exhibit I. The City will be named as obligee or co-obligee on such bond.

6.04 **Employment Opportunity.** Developer Parties will contractually obligate and cause the General Contractor to agree and contractually obligate each subcontractor to agree to the provisions of Section 10; provided, however, that the contracting, hiring and testing requirements associated with the MBE/WBE and the City resident obligations in Section 10 shall be applied on an aggregate basis and the failure of the General Contractor to require each subcontractor to satisfy or the failure of any one subcontractor to satisfy, such obligation shall not result in a default or a termination of this Agreement or require payment of the City resident hiring shortfall amounts so long as such Section 10 obligations are satisfied on an aggregate basis.

6.05 **Other Provisions.** In addition to the requirements of this Section 6, the Construction Contract and each contract with any subcontractor must contain provisions

required under Section 3.04 (Change Orders), Section 8.08 (Prevailing Wage), Section 10.01(e) (Employment Opportunity), Section 10.02 (City Resident Construction Worker Employment Requirement), Section 10.03 (MBE/WBE Commitment), Section 12 (Insurance) and Section 14.01 (Books and Records).

## SECTION SEVEN: COMPLETION OF CONSTRUCTION

### 7.01 Certificate of Completion of Construction.

(a) Upon completion of the construction of the Project in compliance with the terms and conditions of this Agreement, and upon Partnership's written request, DPD will issue to Developer Parties a recordable certificate of completion of construction (the "Certificate") certifying that Developer Parties have fulfilled their obligations to complete the Project in compliance with the terms and conditions of this Agreement. DPD will respond to Partnership's written request for a Certificate within 30 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 Parties in order to obtain the Certificate. Partnership may resubmit a written request for a Certificate upon completion of such measures, and the City will respond within 30 days in the same way as the procedure for the initial request. Such process may repeat until the City issues a Certificate.

(b) Each Developer Party acknowledges and understands that the City will not issue a Certificate if there exists an Event of Default which is continuing or there exists a condition or event, which, with the giving of notice or the passage of time or both, would constitute an Event of Default. Each Developer Party further acknowledges and understands that the City will not issue the Certificate until (i) the City's Monitoring and Compliance unit has determined in writing that Partnership 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 153 residential units, the parking spaces and all related improvements, has been completed, and (iii) 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.

(a) 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 Parties' obligation to complete such activities have been satisfied. After the issuance of the Certificate, however, all executory terms and conditions of this Agreement and all representations and covenants contained herein will continue to remain in full force and effect throughout the Term of the Agreement as to the parties described in the following paragraph, and the issuance of the Certificate must not be construed as a waiver by the City of any of its rights and remedies under such executory terms.

(b) Those covenants specifically described at Sections 8.01(m), 8.01(n), 8.02 (Covenant to Redevelop), 8.18 (Real Estate Provisions), 8.27 (Affordable Housing Covenant) 8.24 (Annual Compliance Report), 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; provided that upon the issuance of the Certificate, the covenants in Section 8.02 shall be deemed to have been fulfilled. The other executory terms of this Agreement that remain after the issuance of the Certificate will be binding only upon each Developer Party or a permitted assignee of such Developer Party who, as provided in Section 18.14 (Assignment) of this Agreement, has contracted to take an assignment of such Developer Party's rights under this Agreement and assume such Developer Party's liabilities hereunder.

7.03 Failure to Complete. If Developer Parties fail to timely complete the Project in compliance with the terms of this Agreement, then the City will have, but will 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 under this Agreement;

(b) the right (but not the obligation) to complete those TIF-Funded Improvements that are public improvements and to pay for the costs of such TIF-Funded Improvements (including interest costs) out of City Funds or other City monies. If the aggregate cost of completing the TIF-Funded Improvements exceeds the amount of City Funds available under Section 4.01, Partnership will 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 the Developer Parties, provided that the City is entitled to rely on an opinion of counsel that such reimbursement will not jeopardize the tax-exempt status, if any, of any TIF Bonds.

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

#### **SECTION EIGHT: REPRESENTATIONS, WARRANTIES AND COVENANTS OF DEVELOPER PARTIES**

8.01 General. Each of Developer Parties represent, warrant, and covenant, as of the date of this Agreement as follows. Representations, warranties and covenants denoted (Partnership only), (General Partner only), (Generations only) or (Habitat only) shall be deemed to have been made only by Partnership, General Partner or Generations, as applicable; otherwise, they shall be deemed to apply to all.

(a) Generations is an Illinois not-for-profit corporation, duly organized, validly existing and in good standing (Generations only);

(b) General Partner is an Illinois limited liability company, duly organized, validly existing and in good standing (General Partner only);

(c) The execution, delivery and performance of this Agreement has been duly authorized by all necessary corporate action, and does not and will not violate Generation's Articles of Incorporation as amended and supplemented, its bylaws, any applicable provision of law, or constitute a breach of, default under or require any consent under any agreement, instrument or document to which Generations is now a party or by which Generations or any of its assets is now or may become bound (Generations only); Generations has the right, power and authority to enter into, execute, deliver and perform this Agreement or has otherwise applied for permits and approvals required to complete the Project (Generations only);

(d) The execution, delivery and performance of this Agreement has been duly authorized by all necessary corporate action, and does not and will not violate General Partner's Articles of Organization as amended and supplemented, its bylaws, any applicable provision of law, or constitute a breach of, default under or require any consent under any agreement, instrument or document to which General Partner is now a party or by which General Partner or any of its assets is now or may become bound (General Partner only); General Partner has the

right, power and authority to enter into, execute, deliver and perform this Agreement or has otherwise applied for permits and approvals required to complete the Project (General Partner only);

(e) Partnership (i) is an Illinois limited partnership duly organized and validly existing in the State of Illinois, (ii) has the right, power and authority to enter into, execute, deliver and perform this Agreement, and (iii) has been duly authorized by all necessary limited partnership action to execute, deliver and perform its obligations under this Agreement, which execution, delivery and performance does not and will not violate its certificate of limited partnership 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 the Partnership is now a party or by which it may become bound (Partnership only);

(f) Partnership has acquired and will maintain good and merchantable leasehold title, or fee simple title, as the case may be, to the Property (and improvements) free and clear of all liens except for the Permitted Liens or Lender Financing, if any, as disclosed in the Project Budget (Partnership only);

(g) Developer Parties are now, and until the earlier to occur of the expiration of the Term of the Agreement and the date, if any, on which Partnership has no further economic interest in the Project, will remain solvent and able to pay its debts as they mature;

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

(i) Developer Parties have or will acquire as necessary and will 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;

(j) Developer Parties are 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 each Developer Party is a party or by which each Developer Party or any of its assets is bound which would materially adversely affect its ability to comply with its obligations under this Agreement;

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

(l) prior to the issuance of the Certificate, if it would materially adversely affect Partnership's ability to perform its obligations under this Agreement, Partnership will 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 (directly or indirectly) of all or substantially all of its assets or any portion of the Property or the Project (including but not limited to any fixtures or equipment now or hereafter attached thereto) except in the ordinary course of business or in accordance with Section 4.05; (3) enter into any transaction outside the ordinary course of Partnership's business; (4) assume, guarantee,

endorse, or otherwise become liable in connection with the obligations of any other person or entity (except as required in connection with Lender Financing or tax credit equity investment for the Project); or (5) enter into any transaction that would cause a material and detrimental change to Partnership's financial condition; provided, however, this section shall not apply to any leases entered into in the ordinary course of business of renting to tenants, it being acknowledged that Partnership shall have the right to enter into leases in the ordinary course of business for all or any portion of the Property for lease to tenants in accordance with Section 8.27 hereof on such terms as are determined by Partnership (Partnership only);

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

(n) None of the Developer Parties 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 under 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 such Developer Party in violation of Chapter 2-156-120 of the Municipal Code of the City, as amended;

(o) None of the Developer Parties or any affiliate 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 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 subsection only, "affiliate" 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;

(p) The Developer Parties represent, acknowledge and agree that (1) payments of City Funds are subject to the amount of Available Incremental Taxes on deposit in the Redevelopment Project Area Special Tax Allocation Fund being sufficient for such payments. If the Available Incremental Taxes turn out to be insufficient to make such payments, such insufficiency shall not give the Developer or any other party any claim or right to any other Incremental Taxes or other funds of the City; (2) the City Funds are limited obligations of the City, payable from Available Incremental Taxes on deposit in the Redevelopment Project Area Special Tax Allocation Fund; (3) the City Funds do not constitute indebtedness of the City within the meaning of any constitutional or statutory provision or limitation; (4) Developer Parties have no right to compel the exercise of any taxing power of the City for payment of the City Funds; and (5) 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 or any political subdivision thereof; (6) the Developer Parties have 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; (7) there is no assurance as to the amount or timing of receipt of City Funds, and that the amount of City Funds actually received by such party may be substantially less than the maximum amounts set forth in Section 4.03(b) hereof; (8) except as set forth in

Section 5.04(d), the Developer Parties may not sell, assign, pledge or otherwise transfer its interest in this Agreement or City Funds in whole or in part without the prior written consent of the City, 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 (9) the City has no continuing obligation to provide it with any information concerning the City Funds or otherwise, except as set forth in this Agreement; and

8.02 **Covenant to Redevelop.** Upon DPD's approval of the Scope Drawings and Plans and Specifications as provided in Section 3.02, and DPD's approval of the Project Budget as provided in Section 3.03, and Partnership's receipt of all required building permits and governmental approvals, Developer Parties will redevelop the Property in compliance with this Agreement, the TIF Ordinances, the Scope Drawings, the Plans and Specifications, the Project Budget and all amendments thereto, and all Federal, State and local laws, ordinances, rules, regulations, executive orders and codes applicable to the Project and/or Partnership.

The covenants set forth in this Section 8.02 will run with the land and will be binding upon any transferee of the Property, or a portion thereof, but shall be deemed satisfied upon the issuance and recording of the Certificate.

8.03 **Redevelopment Plan.** Developer Parties represent that the Project is and will be in compliance with all applicable terms of the Redevelopment Plan, as in effect on the date of this Agreement.

8.04 **Use of City Funds.** City Funds disbursed to Developer Parties will be used by Developer Parties solely to pay for or reimburse Developer Parties for their payment for the TIF-Funded Improvements as provided in this Agreement.

8.05 **Other Bonds.** At the request of the City, Developer Parties will agree to any reasonable amendments to this Agreement that are necessary or desirable in order for the City to issue (in its sole and absolute discretion) TIF Bonds or other bonds ("**Bonds**") in connection with the Project or the Redevelopment Area, the proceeds of which are to be used to reimburse the City for expenditures made in connection with the TIF-Funded Improvements; provided, however, that any such amendments will not have a material adverse effect on Developer Parties or the Project. Developer Parties will 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 its preparation of an offering statement with respect thereto. None of the Developer Parties will have any liability with respect to any disclosures made in connection with any such issuance that are actionable under applicable securities laws unless such disclosures are based on factual information provided by Developer Parties that is determined to be false and misleading.

8.06 **Job Creation; Employment Opportunity; Progress Reports.**

(a) The Developer Parties anticipate that the Project will result in the creation of 40 temporary FTE construction jobs and preservation of 6 permanent FTE jobs (collectively, 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.

(b) The Developer Parties covenant and agree 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 Parties shall deliver to the City written progress reports detailing compliance with the requirements of Sections 8.08, 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 Parties shall also deliver a plan to DPD which shall outline, to DPD's satisfaction, the manner in which Developer Parties shall correct any shortfall.

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

**8.08 Prevailing Wage.** Developer Parties covenant and agree 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, Partnership will provide the City with copies of all such contracts entered into by any Developer Party or the General Contractor to evidence compliance with this Section 8.08.

**8.09 Arms-Length Transactions.** Unless DPD has given its prior written consent with respect thereto, no Affiliate of a Developer Party 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 Parties will provide information with respect to any entity to receive City Funds directly or indirectly (whether through payment to an Affiliate by a Developer Party and reimbursement to such Developer Party for such costs using City Funds, or otherwise), upon DPD's request, prior to any such disbursement.

**8.10 Conflict of Interest.** Under Section 5/11-74.4-4(n) of the Act, each Developer Party 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 Parties with respect thereto, (a "**City Group Member**") owns or controls, has owned or controlled or will own or control any interest, and no such City Group Member will 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 any Developer Party, the Property, the Project, or to any Developer Party's actual knowledge, any other property in the Redevelopment Area.

**8.11 Disclosure of Interest.** None of the Developer Parties' counsel has direct or indirect financial ownership interest in a Developer Party, the Property, or any other feature of the Project.

**8.12 Financial Statements.** Partnership will obtain and provide to DPD Financial Statements for Partnership's fiscal year ended 2015 and each year thereafter for the Term of the Agreement. In addition, if requested by DPD, Partnership will 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.



8.13 **Insurance.** Solely at their own expense, Developer Parties will comply with all provisions of Section 12 hereof.

8.14 **Non-Governmental Charges.**

(a) **Payment of Non-Governmental Charges.** Except for the Permitted Liens, and subject to subsection (b) below, Developer Parties agree to pay or cause to be paid when due any Non-Governmental Charges assessed or imposed upon the Project, or any fixtures that are or may become attached thereto and which are owned by a Developer Party, which create, may create, or appear to create a lien upon all or any portion of the Project; provided however, that if such Non-Governmental Charges may be paid in installments, Developer Parties 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 Parties will furnish to DPD, within thirty (30) days of DPD's request, official receipts from the appropriate entity, or other evidence satisfactory to DPD, evidencing payment of the Non-Governmental Charges in question.

(b) **Right to Contest.** Developer Parties will have the right, before any delinquency occurs:

(i) to contest or object in good faith to the amount or validity of any Non-Governmental Charges by appropriate legal proceedings properly and diligently instituted and prosecuted, in such manner as shall stay the collection of the contested Non-Governmental Charges, prevent the imposition of a lien or remove such lien, or prevent the transfer or forfeiture of the Property (so long as no such contest or objection shall be deemed or construed to relieve, modify or extend Developer Parties' covenants to pay any such Non-Governmental Charges at the time and in the manner provided in this Section 8.14); 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 will require, or a good and sufficient undertaking as may be required or permitted by law to accomplish a stay of any such transfer 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 Charges and all interest and penalties upon the adverse determination of such contest.

8.15 **Developer's Liabilities.** No Developer Party will enter into any transaction that would materially and adversely affect its ability to perform its obligations under this Agreement. Each Developer Party will immediately notify DPD of any and all events or actions which may materially affect such party's ability to carry on its business operations or perform its obligations under this Agreement or any other documents and agreements related to this Agreement or the Project.

8.16 **Compliance with Laws.** To the best of each Developer Party's knowledge, after diligent inquiry, the Property and the Project are in compliance with all applicable Federal, State and local laws, statutes, ordinances, rules, regulations, executive orders and codes pertaining to or affecting the Property and the Project. Upon the City's request, Developer Parties will provide evidence satisfactory to the City of such current compliance.

8.17 **Recording and Filing.** Partnership will cause this Agreement, certain exhibits (as specified by Corporation Counsel) and all amendments and supplements hereto to be recorded and filed on the date hereof in the conveyance and real property records of Cook County, Illinois against the Property. Partnership will pay all fees and charges incurred in

connection with any such recording. Upon recording, Partnership will immediately transmit to the City an executed original of this Agreement showing the date and recording number of record.

8.18 Real Estate Provisions.

(a) Governmental Charges.

(i) Payment of Governmental Charges. Subject to subsection (ii) below, Developer Parties agree to pay or cause to be paid when due all Governmental Charges (as defined below) which are assessed or imposed upon Developer Parties, the Property or the Project, or become due and payable, and which create, may create, or appear to create a lien upon Developer Parties or all or any portion of the Property or the Project. "Governmental Charge" means all Federal, State, county, the City, or other governmental (or any instrumentality, division, agency, body, or department thereof) taxes, levies, assessments, charges, liens, claims or encumbrances (except for those assessed by foreign nations, states other than the State of Illinois, counties of the State other than Cook County, and municipalities other than the City) relating to Developer Parties, the Property, or the Project, including but not limited to real estate taxes.

(ii) Right to Contest. Developer Parties have 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 transfer or forfeiture of the Property. No such contest or objection will be deemed or construed in any way as relieving, modifying or extending Developer Parties' covenants to pay any such Governmental Charge at the time and in the manner provided in this Agreement unless Partnership has given prior written notice to DPD of a Developer Party's intent to contest or object to a Governmental Charge and, unless, at DPD's sole option:

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

(y) Developer Parties will furnish a good and sufficient bond or other security satisfactory to DPD in such form and amounts as DPD may require, or a good and sufficient undertaking as may be required or permitted by law to accomplish a stay of any such sale or transfer 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.

(iii) Notification to the Cook County Assessor of Change in Use and Ownership. Prior to the Closing Date, the Partnership 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, the Partnership 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, the Partnership shall forward a copy of the return receipt to DPD, with a copy to the City's Corporation Counsel's office.

(b) Developer Parties' Failure To Pay Or Discharge Lien. If Developer Parties fail to pay or contest any Governmental Charge or to obtain discharge of the same as required by this Section 8.18, Partnership will advise DPD thereof in writing, at which time DPD may, but will not be obligated to, and without waiving or releasing any obligation or liability of Developer Parties 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, will be promptly disbursed to DPD by Developer Parties. Notwithstanding anything contained herein to the contrary, this paragraph must not be construed to obligate the City to pay any such Governmental Charge. Additionally, if Developer Parties fail to pay any Governmental Charge, the City, in its sole discretion, may require Developer Parties to submit to the City audited Financial Statements at Developer Parties' own expense.

8.19 Intentionally omitted.

8.20 Job Readiness Program. If requested by the City, Partnership will use its best efforts to encourage its tenants at the Project to participate in job readiness programs established by the City to help prepare individuals to work for businesses located within the Redevelopment Area.

8.21 Broker's Fees. Partnership has no liability or obligation to pay any fees or commissions to any broker, finder, or agent with respect to any of the transactions contemplated by this Agreement for which the City could become liable or obligated.

8.22 No Business Relationship with City Elected Officials. Partnership 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. Partnership 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.

8.23 Environmental Features. The design of the Project incorporates the following environmentally-friendly elements for which Partnership shall be responsible: exceeding the ASHREA standards, creating a bicycle storage area; installing permeable pavers covering the entry walkway and area adjacent to the bicycle storage; use of high efficiency heating and hot water systems; insulated domestic hot water tanks; and maximizing the use of low voltage lighting systems.

8.24 Annual Compliance Report. Beginning with the issuance of the Certificate and continuing throughout the Term of the Agreement, the Partnership 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.

**8.25. FOIA and Local Records Act Compliance.**

(a) **FOIA.** The Developer Parties acknowledge 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 Parties receive a request from the City to produce records within the scope of FOIA, then the Developer Parties covenant to comply with such request within 48 hours of the date of such request. Failure by the Developer Parties to timely comply with such request shall be an Event of Default.

(b) **Exempt Information.** Documents that the Developer Parties submit to the City under Section 8.24, (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 Parties to be treated as a trade secret or information that would cause competitive harm, FOIA requires that Developer Parties mark any such documents as "proprietary, privileged or confidential." If a Developer Parties 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 Parties acknowledge 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 Parties covenant to use its best efforts consistently applied to assist the City in its compliance with the Local Records Act

**8.26 Inspector General.** It is the duty of the Developer Parties 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 Parties' officers, directors, agents, partners, and employees and any such bidder, proposer, contractor, subcontractor or such applicant: (a) to cooperate with the Inspector General in any investigation or hearing undertaken pursuant to Chapter 2-56 of the Municipal Code and (b) to cooperate with the Legislative Inspector General in any investigation undertaken pursuant to Chapter 2-55 of the Municipal Code. Developer represents that it understands and will abide by all provisions of Chapters 2-56 and 2-55 of the Municipal Code and that it will inform subcontractors of this provision and require their compliance.

**8.27 Affordable Housing Covenant.** Developer Parties agree and covenant to the City that, prior to any foreclosure of the Property by a lender providing Lender Financing, the provisions of the City Regulatory Agreement shall govern the terms of the Developer Party'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) 152 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 (the "Affordable Units"); and

(c) 152 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 8.27, 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 8.27 shall run with the land and be binding upon any transferee.

(f) The City and Developer Parties may enter into a separate agreement to implement the provisions of this Section 8.27.

(g) All tenant leases for the Affordable Units shall be in the form attached hereto as Exhibit M.

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

## **SECTION NINE: REPRESENTATIONS, WARRANTIES AND COVENANTS 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 TEN: DEVELOPER PARTIES' EMPLOYMENT OBLIGATIONS

10.01 **Employment Opportunity.** Developer Parties, on behalf of itself and its successors and assigns, hereby agree, and shall contractually obligate its or their various contractors, subcontractors or any Affiliate of such Developer Party operating on the Project (collectively, such parties are defined herein as the "Employers," and individually defined herein as an "Employer") to agree, that for the Term of this Agreement with respect to Partnership 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 must 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 setting forth the provisions of this nondiscrimination clause. In addition, the Employers, in all solicitations or advertisements for employees, must 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 will comply with all applicable 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 State Human Rights Act, 775 ILCS 5/1-101 et seq. (2002 State Bar Edition, as amended), and any subsequent amendments and regulations promulgated thereto.

(d) Each Employer, in order to demonstrate compliance with the terms of this Section, will 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 will include the foregoing provisions of subparagraphs (a) through (d) in every construction contract entered into in connection with the Project (other than for remediation and demolition entered into prior to the date of this Agreement), and will 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 will 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 will be a basis for the City to pursue remedies under the provisions of Section 15.02 hereof, subject to the cure rights under Section 15.03.

**10.02 City Resident Construction Worker Employment Requirement.**

(a) Developer Parties agree for itself and its successors and assigns, and will contractually obligate its General Contractor and will cause the General Contractor to contractually obligate its subcontractors, as applicable, to agree, that during the construction of the Project they will comply with the minimum percentage of total worker hours performed by actual residents of the City as specified in Section 2-92-330 of the Municipal Code of Chicago (at least 50 percent of the total worker hours worked by persons on the site of the Project will be performed by actual residents of the City); provided, however, that in addition to complying with this percentage, Developer Parties, the General Contractor and each subcontractor will be required to make good faith efforts to utilize qualified residents of the City in both unskilled and skilled labor positions. Developer Parties, the General Contractor and each subcontractor will use their respective best efforts to exceed the minimum percentage of hours stated above, and to employ neighborhood residents in connection with the Project.

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

(c) **"Actual residents of the City"** means persons domiciled within the City. The domicile is an individual's one and only true, fixed and permanent home and principal establishment.

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

(e) Weekly certified payroll reports (U.S. Department of Labor Form WH-347 or equivalent) will be submitted to the Commissioner of DPD in triplicate, which will 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.

(f) Upon 2 Business Days prior written notice, Developer Parties, the General Contractor and each subcontractor will provide full access to their employment records related to the Construction of the Project 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 Parties, the General Contractor and each subcontractor will maintain all relevant personnel data and records related to the Construction of the Project for a period of at least 3 years after final acceptance of the work constituting the Project.

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

(h) Good faith efforts on the part of Developer Parties, 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) will not suffice to replace the actual, verified achievement of the requirements of this Section concerning the worker hours performed by actual Chicago residents.

(i) When work at the Project is completed, in the event that the City has determined that Developer Parties have failed to ensure the fulfillment of the requirement of this Section concerning the worker hours performed by actual residents of the City 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 undertaken by Developer Parties (and specifically excluding any tenant improvements which are not undertaken by Developer Parties) (the product of .0005 x such aggregate hard construction costs) (as the same will be evidenced by approved contract value for the actual contracts) will be surrendered by Partnership 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 will 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 Parties, the General Contractor and/or the subcontractors to prosecution. Any retainage to cover contract performance that may become due to Developer Parties pursuant to Section 2-92-250 of the Municipal Code of Chicago may be withheld by the City pending the Chief Procurement Officer's determination as to whether Developer Parties must surrender damages as provided in this paragraph.

(j) Nothing herein provided will 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.

(k) Developer Parties will cause or require the provisions of this Section 10.02 to be included in all construction contracts and subcontracts related to the Project (other than contracts for remediation and demolition entered into prior to the date of this Agreement).

**10.03 Developer Parties' MBE/WBE Commitment.** Developer Parties agree 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 of Chicago (the "**Procurement Program**"), and (ii) the Minority- and Women-Owned Business Enterprise Construction Program, Section 2-92-650 et seq., Municipal Code of Chicago (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 aggregate hard construction costs (as set forth in the Project Budget) shall be expended for contract participation by minority-owned businesses ("**MBEs**") and by women-owned businesses ("**WBEs**"):

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



(b) For purposes of this Section 10.03 only:

(i) Developer Parties (and any party to whom a contract is let by Developer Parties in connection with the Project) shall be deemed a "contractor" and this Agreement (and any contract let by Partnership 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 of Chicago, as applicable.

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

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

(c) Consistent with Sections 2-92-440 and 2-92-720, Municipal Code of Chicago, Developer Parties' MBE/WBE commitment may be achieved in part by Developer Parties' status as an MBE or WBE (but only to the extent of any actual work performed on the Project by such Developer Party) 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 Parties 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 Parties' MBE/WBE commitment as described in this Section 10.03. In accordance with Section 2-92-730, Municipal Code of Chicago, Developer Parties shall not substitute any MBE or WBE General Contractor or subcontractor without the prior written approval of DPD.

(d) The Partnership 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 Parties 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 Parties' compliance with this MBE/WBE commitment. Developer Parties 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 Parties, on five Business Days' notice, to allow the City to review Developer Parties' 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, Partnership 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 of Chicago, as applicable.

(f) Any reduction or waiver of Developer Parties' 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 of Chicago, as applicable.

(g) Prior to the commencement of the Project, Partnership shall be required to meet with the City's monitoring staff with regard to Developer Parties' 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, Partnership 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, Partnership 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 Partnership is not complying with its obligations under this Section 10.03, shall, upon the delivery of written notice to Partnership, 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 Partnership to halt the Project, (2) withhold any further payment of any City Funds to Developer Parties or the General Contractor, or (3) seek any other remedies against Partnership available at law or in equity.

#### SECTION 11. ENVIRONMENTAL MATTERS

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

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

## SECTION TWELVE: INSURANCE

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

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

(d) Other Requirements: The Partnership and General Partner must furnish the City of Chicago, Department of Planning Services, 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. The Partnership 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 Partnership and General Partner is not a waiver by the City of any requirements for the Partnership and General Partner to obtain and maintain the specified coverages. The Partnership and General Partner shall advise all insurers of the Agreement provisions regarding insurance. Non-conforming insurance does not relieve Partnership and General Partner 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 Partnership and Contractors.

The Partnership and General Partner hereby waive and agree 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 Partnership and General Partner in no way limit the Partnership's and General Partner'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 the Partnership and General Partner 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 Partnership and General Partner are a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a named insured.

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

If Partnership, General Partner, 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 THIRTEEN: INDEMNIFICATION

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

- (i) Such Developer Party's failure to comply with any of the terms, covenants and conditions contained within this Agreement; or
- (ii) Such Developer Party's or any contractor's failure to pay General Contractors, subcontractors or materialmen in connection with the TIF-Funded Improvements or any other Project feature or improvement; or
- (iii) the existence of any material misrepresentation or omission in this Agreement, any offering memorandum or the Redevelopment Plan or any other document related to this Agreement that is the result of information supplied or omitted by such Developer Party or any of its Affiliates or any of their respective agents, employees, contractors or persons acting under the control or at the request of such Developer Party or any of its Affiliates; or
- (iv) a Developer Party's failure to cure any misrepresentation in this Agreement or any other document or agreement relating hereto; or
- (v) any act or omission by such Developer Party or any of its Affiliates.

provided, however, that no Developer Party shall have any 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, such Developer Party will contribute the maximum portion that it is permitted to pay and satisfy under applicable law, to the payment and satisfaction of all indemnified liabilities incurred by the Indemnities or any of them. The provisions of the undertakings and indemnification set out in this Section 13.01 will survive the termination of this Agreement.

**SECTION FOURTEEN: MAINTAINING RECORDS/RIGHT TO INSPECT**

14.01 **Books and Records.** Developer Parties will keep and maintain separate, complete, accurate and detailed books and records necessary to reflect and fully disclose the total actual costs 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 Partnership's loan statements, if any, General Contractors' and contractors' sworn statements, general contracts, subcontracts, purchase orders, waivers of lien, paid receipts and invoices, will be available at Partnership's offices for inspection, copying, audit and examination by an authorized representative of the City, at Partnership's expense. No Developer Party will pay for salaries or fringe benefits of auditors or examiners. Developer Parties must incorporate this right to inspect, copy, audit and examine all books and records into all contracts entered into by a Developer Party with respect to the Project.

14.02 **Inspection Rights.** Upon 3 Business Days notice, any authorized representative of the City will have access to all portions of the Project and the Property during normal business hours for the Term of the Agreement.

**SECTION FIFTEEN: 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, will constitute an "Event of Default" by a Developer Party, as applicable, hereunder:

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

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

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

(d) except as otherwise permitted hereunder, the creation (whether voluntary or involuntary) of, or any attempt by a Developer Party to create, any lien or other encumbrance upon the Property or the Project, including any fixtures now or hereafter attached thereto, other than the Permitted Liens and/or liens bonded by a Developer Party or insured by the Title Company to the satisfaction of DPD, or the making or any attempt to make any levy, seizure or attachment thereof;

(e) the commencement of any proceedings in bankruptcy by or against a Developer Party or for the liquidation or reorganization of a Developer Party, or alleging that a Developer Party is insolvent or unable to pay its debts as they mature, or for the readjustment or arrangement of a Developer Party's debts, whether under the United States Bankruptcy Code or under any other state or Federal law, now or hereafter existing for the relief of debtors, or the commencement of any analogous statutory or non-statutory proceedings involving a Developer Party; provided, however, that if such commencement of proceedings is involuntary, such action

will not constitute an Event of Default unless such proceedings are not dismissed within 180 days after the commencement of such proceedings;

(f) the appointment of a receiver or trustee for a Developer Party, for any substantial part of a Developer Party's assets, or the institution of any proceedings for the dissolution, or the full or partial liquidation, or the merger or consolidation, of a Developer Party; provided, however, that if such appointment or commencement of proceedings is involuntary, such action will not constitute an Event of Default unless such appointment is not revoked or such proceedings are not dismissed within 180 days after the commencement thereof;

(g) the entry of any judgment or order against a Developer Party which remains unsatisfied or undischarged and in effect for 180 days after such entry without a stay of enforcement or execution;

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

(i) the dissolution of any Developer Party;

(j) the institution in any court of a criminal proceeding (other than a misdemeanor) against a Developer Party or any natural person who owns a material interest in a Developer Party, which is not dismissed within 60 days, or the indictment of a Developer Party or any natural person who owns a material interest in a Developer Party, for any crime (other than a misdemeanor); or

(k) The failure of a Developer Party, or the failure by any party that is a Controlling Person (defined in Section 1-23-010 of the Municipal Code) with respect to a Developer Party, 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 Section 15.01(j) hereof, a natural person with a material interest in a Developer Party is one owning in excess of thirty-three percent (33%) of such party's (or such party's ultimate parent entity's) issued and outstanding ownership shares or interest.

Notwithstanding anything to the contrary contained herein, City hereby agrees that, in addition to the cure rights set out in Section 15.04 below, any cure of any default made or tendered by one or more of Partnership's limited partners or PrivateBank shall be deemed to be a cure by the Partnership and/or Developer Parties and shall be accepted or rejected on the same basis as if made or tendered by Partnership and/or Developer Parties.

**15.02 Remedies.** Subject to Section 15.04, upon the occurrence of an Event of Default, the City may terminate this Agreement and any other agreements to which the City and the Developer Parties are or shall be parties and/or suspend disbursement of City Funds, except as otherwise provided in Section 4.03(c)(vii). 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 injunctive relief or the specific performance of the agreements contained herein. Without limiting the generality of the foregoing, with respect to Events of Defaults by a Developer Party, the City shall be entitled to seek reimbursement of City Funds from Developer Parties.



15.03 Curative Period.

(a) In the event a Developer Party fails to perform a monetary covenant which it is required to perform under this Agreement, notwithstanding any other provision of this Agreement to the contrary, an Event of Default will not be deemed to have occurred unless the applicable party has failed to perform such monetary covenant within 10 days of its receipt of a written notice from the City specifying that it has failed to perform such monetary covenant.

(b) In the event a Developer Party fails to perform a non-monetary covenant which it is required to perform under this Agreement, an Event of Default will not be deemed to have occurred unless the applicable party (or the non-defaulting Developer Party) has failed to cure such default within 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 30 day period, the applicable party will not be deemed to have committed an Event of Default under this Agreement if it has commenced to cure the alleged default within such 30 day period and thereafter diligently and continuously prosecutes the cure of such default until the same has been cured; provided, further, that there shall be no cure period with respect to the filing of the Annual Compliance Report pursuant to Section 8.24 hereof.

**15.04 Right to Cure by the Limited Partner and/or Lender.** If a default occurs under this Agreement and as a result thereof, the City intends to exercise any right or remedy available to it that could result in termination of this Agreement and all related agreements, or the suspension, cancellation, reduction or reimbursement of City Funds disbursed hereunder, or any other remedy under this Agreement, the City shall prior to exercising such right or remedy, send notice of such intended exercise to the Limited Partner and Lenders, and the Limited Partner (including, without limitation, by exercise of management take over rights of the Owner under its partnership agreement) and Lenders shall have the right (but not the obligation) to cure such default as follows:

(a) if a monetary default exists, the Limited Partner may cause to be cured such monetary default within 90 days after the later of (and Lenders, except as provided in Section 15.04(h) below, and the City shall take no action during such 90 day period): (i) the expiration of the cure period, if any, granted under Section 15.03 to Developer Parties with respect to such monetary default; or (ii) receipt by the Limited Partner and Lenders of notice of default from the City. If the Limited Partner does not cause such monetary default to be cured within such 90-day time period set forth in the preceding sentence, then the Lenders may cure such monetary default in the manner set forth in Section 15.04(c); and

(b) if a non-monetary default exists (except for a Personal Developer Default, as later defined), the Limited Partner may cause to be cured such non-monetary default within 90 days after the later of (and Lenders, except as provided in Section 15.04(h) below, and the City shall take no action during such 90 day period): (i) the expiration of the cure period, if any, granted under Section 15.03 to Developer with respect to such non-monetary default; or (ii) receipt by the Limited Partner and Lenders of notice of default from the City. If the Limited Partner does not cause such non-monetary default to be cured within such 90-day time period set forth in the preceding sentence, then a Lender may cure such monetary default in the manner set forth in Section 15.04(d); and

(c) if a monetary default exists, a Lender may cure such monetary default within 60 days after the later of (and the non-electing party and the City shall take no action during such 60-day period): (i) the expiration of the Limited Partner's 90-day cure period; or (ii) receipt by a Lender of notice from the City that the Limited Partner has failed to cure the default within the timeframe set forth in Section 15.04(a) above; provided however, to the extent the cure right set

forth in this Section 15.04(c) is exercised by a Lender, the exercise of such cure right shall be first by the non-governmental Lender, if any, and secondly by any governmental Lender; and

(d) if a non-monetary default exists (except for a Personal Developer Default), a Lender may cure such non-monetary default within 90 days after the later of (and the non-electing party and the City shall take no action during such 90-day period): (i) the expiration of the Limited Partner's 90-day cure period; or (ii) receipt by a Lender of notice from the City that the Limited Partner has failed to cure the default within the timeframe set forth in Section 15.04(b) above; provided, however, if such non-monetary default is of a nature that is not subject to cure in 90 days, the cure period will be extended for the time period needed to cure such default (including any time period required by a Lender to take control of the Project by initiating foreclosure of its mortgage and/or appointing a receiver) and the City shall forbear from exercising its remedies hereunder so long as diligent and continuous efforts are being pursued to cure such default; provided further, to the extent the cure right set forth in this Section 15.04(d) is exercised by a Lender, the exercise of such cure right shall be first by the non-governmental Lender(s), if any, and secondly by any governmental Lender(s); and

(e)(1) If such non-monetary default would be an Event of Default set forth in Section 15.01(e), (f), (g), (i), (j) or (k) hereof (each such default being a "Personal Developer Default"), the Limited Partner or Lenders (as applicable and in that strict order as more fully provided in this Section 15.04(e) below and not otherwise, the "Electing Party"), may provide written notice (the "Assumption Notice") to the City and the Limited Partner or Lenders (as applicable, the "Non-Electing Parties") within 30 days of receipt of notice from the City of such Personal Developer Default, as more fully provided in Section 15.04(e)(2) below. Such Assumption Notice, if and when delivered within said 30-day period, shall set forth how the Electing Party shall, in accordance with Section 15.04(e)(2) below, either cure or cause to be cured such Personal Developer Default by the assignment pursuant to Section 18.14 hereof of all of the Developer Parties' rights, obligations and interests in this Agreement to the Electing Party or any other party agreed to in writing by Lender and the City, which assumption shall be deemed to cure the Personal Developer Default.

(2) Upon receipt by the City and Lenders (as applicable) of an Assumption Notice from the Limited Partner or a Lender, as applicable, pursuant to subsection (e)(1) above, the cure period shall be extended for such reasonable period of time as may be necessary to complete such assignment and assumption of the Developer Parties' rights, obligations and interests in this Agreement (but in no event longer than 120 days without the written consent of the City and the non-assuming Lenders). If the Limited Partner or a Lender, as applicable, does not (i) provide such Assumption Notice within the 30-day period specified in subsection (e)(1), or (ii) identify to the City and the Non-Electing Parties any other party (which may be an affiliate of the Limited Partner other than any of the Developer Parties) to assume the Developer Parties' rights, obligations and interests in this Agreement within 30 days from the date of the Assumption Notice, then such Lender shall have 30 days to cure such Personal Developer Default by the assignment, in accordance with the provisions of Section 18.14 hereof, of all of the Developer Parties' rights, obligations and interests in this Agreement to such Lender, or an affiliate thereof, or any other party agreed to in writing by the Lenders and the City.

(f) If such Personal Developer Default is not cured by the Limited Partner or any Lender within the timeframes set forth in Section 15.04(e), then the City shall have available all remedies set forth in this Agreement, including those in Sections 15.02.

(g) During all such times as a Personal Developer Default exists and remains uncured after the expiration of all cure periods, no payments of City Funds shall occur until such time as such Personal Developer Default is thereafter cured.

(h) The City agrees that at any time during which an Event of Default has occurred under the Lender Financing Documents, during the period that a Lender is diligently and continuously pursuing actions or remedies under the Lender Financing, with or without the Developer Parties, which are intended to cause substantial completion of the Project, and, as part of such actions or remedies, continues to fund or make advances to pay Project costs, the City shall likewise forbear from exercising its remedies under Section 15.02.

(i) Notwithstanding anything to the contrary contained in this Agreement, including, without limitation, the continuation of any cure periods under Section 15.03 and Section 15.04, in the event Lender initiates a foreclosure proceeding, or the Limited Partner and Lender provide a joint notice of discontinuance of actions or remedies intending to achieve substantial completion, the City may immediately commence to exercise any and all of the remedies specified in Section 15.02 above.

## SECTION SIXTEEN: MORTGAGING OF THE PROJECT

16.01 **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 (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 a Developer Party may hereafter elect to record or permit to be recorded against the Property or any portion thereof without obtaining the prior written consent of the City is referred to herein as a "New Mortgage." Any mortgage or deed of trust that a Developer Party may hereafter elect to 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 the Developer Parties as follows:

(a) If a mortgagee or any other party shall succeed to a Developer Party's interest in the Property or any portion thereof by the exercise of remedies under a mortgage or deed of trust (other than an Existing Mortgage or a Permitted Mortgage) whether by foreclosure or deed in lieu of foreclosure, and in conjunction therewith accepts an assignment of such Developer Party's interest hereunder in accordance with Section 18.14 hereof, the City may, but will not be obligated to, attorn to and recognize such party as the successor in interest to such Developer Party for all purposes under this Agreement and, unless so recognized by the City as the successor in interest, such party will be entitled to no rights or benefits under this Agreement, but such party will be bound by those provisions of this Agreement that are covenants expressly running with the land specified in Section 7.02.

(b) If any mortgagee or any other party shall succeed to a Developer Party's interest in the Property or any portion thereof by 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 a Developer Party's interest hereunder in accordance with Section 18.14 hereof, then the City hereby agrees to attorn to and recognize such party as the successor in interest to such Developer Party for all purposes under this Agreement so long as such party accepts all of the executory obligations and liabilities of a "Developer Party" hereunder. Notwithstanding any other provision of this Agreement to the contrary, it is understood and agreed that if such party accepts an assignment of a Developer Party's interest under this Agreement, such party will have no liability under this Agreement for any Event of Default of such Developer Party which occurred prior to the time such party succeeded to the interest of such Developer Party under this Agreement, nor shall the City have the right to record a lien against or otherwise enforce any remedies hereunder against the Project, in which case such Developer Party will be solely responsible. However, if such mortgagee under a Permitted Mortgage or an Existing Mortgage does not expressly accept an assignment of such

Developer Party's interest hereunder, such party will be entitled to no rights and benefits under this Agreement, and such party will be bound only by those provisions of this Agreement, if any, which are covenants expressly running with the land specified in Section 7.02.

(c) Prior to the issuance by the City to Developer Parties of a Certificate under Section 7 hereof, no New Mortgage will be executed with respect to the Property or the Project or any portion thereof without the prior written consent of the Commissioner of DPD. A feature of such consent will be that any New Mortgage will subordinate its mortgage lien to the covenants in favor of the City that run with the land. After the issuance of a Certificate, consent of the Commissioner of DPD is not required for any such New Mortgage.

#### SECTION SEVENTEEN: NOTICES

17.01 **Notices.** All notices and any other communications under this Agreement will: (A) be in writing; (B) be sent by: (i) telecopier/fax machine, (ii) delivered by hand, (iii) delivered by an overnight courier service which maintains records confirming the receipt of documents by the receiving party, or (iv) registered or certified U.S. Mail, return receipt requested; (C) be given at the following respective addresses:

|                          |                                                                                                                                                                                              |
|--------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| If to the City:          | City of Chicago<br>Department of Planning and Development<br>Attn: Commissioner<br>121 North LaSalle Street, Room 1000<br>Chicago, IL 60602<br>312/744-2271 (Fax)                            |
| With Copy:               | City of Chicago<br>Corporation Counsel<br>Attn: Finance and Economic Development Division<br>121 North LaSalle Street, Room 600<br>Chicago, IL 60602<br>312/744-8538 (Fax)                   |
| If to a Developer Party: | East Park Redevelopment Limited Partnership<br>350 West Hubbard Street<br>Chicago, Illinois 60654                                                                                            |
| And to:                  | Stratford East Park Investors Limited Partnership<br>c/o Stratford Capital Group LLC<br>100 Corporate Place, Suite 404<br>Peabody Massachusetts 01960<br>Attn: dnf@stratfordcapitalgroup.com |
| With copy to:            | Katten Muchin Rosenman LLP<br>525 West Monroe Street, Suite 1600<br>Chicago, Illinois 60661<br>Attention: David P. Cohen, Esq.<br>Fax: 312-902-1061                                          |
| With copy to:            | DLA Piper US LLP<br>203 North LaSalle Street, Suite 1900<br>Chicago, Illinois 60601<br>Attention: Gregory R.A. Dahlgren, Esq.<br>Email: gregory.dahlgren@dlapiper.com                        |

With copy to: The PrivateBank and Trust Company  
120 South LaSalle Street  
Chicago, Illinois 60603  
Attn: Cheryl Wilson

And to: Dykema Gossett PLLC  
10 South Wacker Drive, Suite 2300  
Chicago, Illinois 60606  
Attn: Heather Aeschleman, Esq.

or at such other address or telecopier/fax number or to the attention of such other person as the party to whom such information pertains may hereafter specify for the purpose in a notice to the other specifically captioned "Notice of Change of Address" and, (D) be effective or deemed delivered or furnished: (i) if given by telecopier/fax, when such communication is confirmed to have been transmitted to the appropriate telecopier/fax number specified in this section, and confirmation is deposited into the U.S. Mail, postage prepaid to the recipient's address shown herein; (ii) if given by hand delivery or overnight courier service, when left at the address of the addressee, properly addressed as provided above.

**17.02 Developer Requests for City or DPD Approval.** Any request under this Agreement for City or DPD approval submitted by a Developer Party will comply with the following requirements:

(a) be in writing and otherwise comply with the requirements of Section 17.01 (Notices);

(b) expressly state the particular document and section thereof relied on by Developer Parties to request City or DPD approval;

(c) if applicable, note in bold type that failure to respond to such Developer Party's request for approval by a certain date will result in the requested approval being deemed to have been given by the City or DPD;

(d) if applicable, state the outside date for the City's or DPD's response; and

(e) be supplemented by a delivery receipt or time/date stamped notice or other documentary evidence showing the date of delivery of such Developer Party's request.

## SECTION EIGHTEEN: ADDITIONAL PROVISIONS

**18.01 Amendments.** Except as provided in this Section 18.01, and except for changes or amendments that are otherwise expressly identified as being in the discretion of the Commissioner, this Agreement and the Schedules and Exhibits attached hereto may not be materially amended without the written consent of all parties. In addition to consents and discretion expressly identified herein, the Commissioner, in his sole discretion, may amend or otherwise revise: (a) any exhibits containing legal descriptions in order to correct a surveyor's, scrivener's or clerical error in such a legal description, or to reflect any new subdivision of property index numbers, provided that such correction does not have a material effect on any portion of the Project; and (b) Exhibits C-1 and C-2 in connection with updated budgets and/or the approval of Change Orders resulting in changes in the Project Budget in accordance with Section 3.05; (c) Exhibit D to adjust allocations between line items or to add new line items permitted under the Plan; (d) Exhibit K to reflect the terms of the final project financing, so long as such financing is not materially inconsistent with that contemplated hereunder; and (e)

Exhibit G to correct inadvertent omissions or permit other minor title encumbrances not in the nature of a lien. Amendments required in clauses (b) and (d) shall also require the Partnership's consent. The City in its sole discretion, may amend, modify or supplement the Redevelopment Plan. For purposes of this Agreement, Developer Parties are only obligated to comply with the Redevelopment Plan as in effect on the date of this Agreement.

18.02 **Complete Agreement, Construction, Modification.** This Agreement, including any exhibits and the other agreements, documents and instruments referred to herein or contemplated hereby, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all previous negotiations, commitments and writings with respect to such subject matter.

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

18.04 **Further Assurances.** Developer Parties and City each agree 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, and to accomplish the transactions contemplated in this Agreement.

18.05 **Waivers.** No party hereto will be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by such party. No delay or omission on the part of a party in exercising any right will 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 will 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, will constitute a waiver of any of 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 must not be construed as a waiver of any other remedies of such party unless specifically so provided herein.

18.07 **Parties in Interest/No Third Party Beneficiaries.** Except as provided in Section 15.04 herein, the terms and provisions of this Agreement are binding upon and inure to the benefit of, and are enforceable by, the respective successors and permitted assigns of the parties hereto. This Agreement will not run to the benefit of, or be enforceable by, any person or entity other than a party to this Agreement and its successors and permitted assigns. This Agreement should not be deemed to confer upon third parties any remedy, claim, right of reimbursement or other right. Nothing contained in this Agreement, nor any act of the City or the Developer Parties, will be deemed or construed by any of the parties hereto or by third persons, to create any relationship of third party beneficiary, principal, agent, limited or general partnership, joint venture, or any association or relationship involving the City or Developer Parties.

18.08 **Titles and Headings.** The Section, section and paragraph headings contained herein are for convenience of reference only and are not intended to limit, vary, define or expand the content thereof.

18.09 **Counterparts.** This Agreement may be executed in any number of counterparts

and by different parties hereto in separate counterparts, with the same effect as if all parties had signed the same document. All such counterparts shall be deemed an original, must be construed together and will constitute one and the same instrument.

18.10 **Severability.** If any provision of this Agreement, or the application thereof, to any person, place or circumstance, is held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such provisions as applied to other persons, places and circumstances will remain in full force and effect only if, after excluding the portion deemed to be unenforceable, the remaining terms will provide for the consummation of the transactions contemplated hereby in substantially the same manner as originally set forth herein. In such event, the parties will negotiate, in good faith, a substitute, valid and enforceable provision or agreement which most nearly affects the parties' intent in entering into this Agreement.

18.11 **Conflict.** In the event of a conflict between any provisions of this Agreement and the provisions of the TIF Ordinances in effect as of the date of this Agreement, such ordinance(s) will prevail and control.

18.12 **Governing Law.** This Agreement is governed by and construed in accordance with the internal laws of the State, without regard to its conflicts of law principles.

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

18.14 **Assignment.** Prior to the issuance by the City to Developer Parties of the Certificate, Developer Parties 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 the Developer Parties may collaterally assign their respective interests in this Agreement to any Lender identified to the City as of the Closing Date if any such Lender requires such collateral assignment. Any successor in interest to Developer Parties under this Agreement will certify in writing to the City its agreement to abide by all remaining executory terms of this Agreement, including but not limited to Section 8.26 (Survival of Covenants) hereof, for the Term of the Agreement. Each Developer Party hereby consents to the City's transfer, assignment or other disposal of this Agreement at any time in whole or in part.

18.15 **Binding Effect.** This Agreement is binding upon the Developer Parties, the City and their respective successors and permitted assigns (as provided herein) and will inure to the benefit of Developer Parties the City and their respective successors and permitted assigns (as provided herein).

18.16 **Force Majeure.** Neither the City nor Developer Parties nor any successor in interest to either of them will 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, war, terrorism, 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 will, 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 **Exhibits and Schedules.** All of the exhibits and schedules attached hereto are incorporated herein by reference. Any exhibits and schedules to this Agreement will be construed to be an integral part of this Agreement to the same extent as if the same has been set forth verbatim herein.

18.18 **Business Economic Support Act.** Under the Business Economic Support Act (30 ILCS 760/1 *et seq.* 2002 State Bar Edition, as amended), if Partnership is required to provide notice under the WARN Act, Partnership will, 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 Partnership has locations in the State. Failure by Partnership 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.

18.19 **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.

18.20 **Construction of Words.** The use of the singular form of any word herein includes the plural, and vice versa. Masculine, feminine and neuter pronouns are fully interchangeable, where the context so requires. The words "herein", "hereof" and "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular Section, Section or other subdivision. The term "include" (in all its forms) means "include, without limitation" unless the context clearly states otherwise. The word "shall" means "has a duty to."

18.21 **Date of Performance.** If any date for performance under this Agreement falls on a Saturday, Sunday or other day which is a holiday under Federal law or under State law, the date for such performance will be the next succeeding Business Day.

18.22 **Survival of Agreements.** Except as otherwise contemplated by this Agreement, all covenants and agreements of the parties contained in this Agreement will survive the consummation of the transactions contemplated hereby.

18.23 **Equitable Relief.** In addition to any other available remedy provided for hereunder, at law or in equity, to the extent that a party fails to comply with the terms of this Agreement, any of the other parties hereto shall be entitled to injunctive relief with respect thereto, without the necessity of posting a bond or other security, the damages for such breach hereby being acknowledged as unascertainable.

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



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

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

**CITY OF CHICAGO**

By: \_\_\_\_\_  
David L. Reifman, Commissioner,  
Department of Planning and Development

EAST PARK REDEVELOPMENT LIMITED PARTNERSHIP, an Illinois limited partnership

By: EAST PARK REDEVELOPMENT LLC, its General Partner

By: Habitat East Park Redevelopment LLC, its Manager

By: The Habitat Company LLC

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

Name:

Its:

EAST PARK REDEVELOPMENT LLC, an Illinois limited liability company

By: Habitat East Park Redevelopment LLC, its Manager

By: The Habitat Company LLC

11/1/2016

REPORTS OF COMMITTEES

34911

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

Name:

Its:

GENERATIONS HOUSING INITIATIVES, an Illinois not-for-profit corporation

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

Name:

Its:

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 East Park Redevelopment Limited Partnership an Illinois limited partnership ("Partnership") and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such officer, she signed and delivered the said instrument, pursuant to authority given by the Board, as the free and voluntary act of such person, and as the free and voluntary act and deed of the Partnership, for the uses and purposes therein set forth.

Given under my hand and official seal this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(SEAL)

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

STATE OF ILLINOIS )  
 ) ss  
COUNTY OF COOK )

I, \_\_\_\_\_, a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that David L. Reifman, personally known to me to be 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 of the City, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Notary Public

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

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 East Park Redevelopment LLC, an Illinois limited liability company ("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, she signed and delivered the said instrument, pursuant to authority given by the Board, 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 \_\_\_\_\_, 20\_\_\_\_.

Notary Public

(SEAL)

STATE OF ILLINOIS    )  
                                  ) ss  
COUNTY OF COOK    )

I, the undersigned, a Notary Public in and for the county and State aforesaid, do hereby certify that \_\_\_\_\_, personally known to me to be the \_\_\_\_\_ of Generations Housing Initiatives, an Illinois not-for-profit corporation ("Generations") 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, she signed and delivered the said instrument, pursuant to authority given by the Board, as the free and voluntary act of such person, and as the free and voluntary act and deed of Generations, for the uses and purposes therein set forth.

Given under my hand and official seal this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

(SEAL)

[(Sub)Exhibit "F" referred to in this East Park SRO Redevelopment Agreement omitted intentionally.]

[(Sub)Exhibits "A", "E", "I", "K" and "L" referred to in this East Park SRO Redevelopment Agreement unavailable at time of printing.]

[(Sub)Exhibit "B" referred to in this East Park SRO Redevelopment Agreement constitutes Exhibit "F" to ordinance and printed on page 34957 of this *Journal*.]

(Sub)Exhibits "C-1", "C-2", "D", "G", "H", "J" and "M" referred to in this East Park SRO Redevelopment Agreement read as follows:

*(Sub)Exhibit "C-1".*  
(To East Park SRO Redevelopment Agreement)

*Project Budget.*

| Property Assembly                 | Amount       |
|-----------------------------------|--------------|
| Land Acquisition                  | \$4,285,676  |
| Total Land Acquisition:           | \$4,285,676  |
| Hard Costs:                       | Amount       |
| Construction                      | \$6,178,200  |
| Furniture, Fixtures and Equipment | 341,479      |
| Environmental                     | 10,000       |
| Contingency                       | 525,000      |
| Total Hard Costs:                 | \$7,054,679  |
| Soft Costs/Fees                   | Amount       |
| Architect Fees                    | \$445,000    |
| General Conditions                | 293,000      |
| General Contractor Fee            | 328,000      |
| Lender Fees                       | 526,000      |
| Legal Fees                        | 120,000      |
| Developer Fees                    | 1,361,614    |
| Tenant Relocation Expenses        | 222,520      |
| Construction Interest             | 323,797      |
| Overhead                          | 110,000      |
| Reserves                          | 774,450      |
| Other Soft Costs                  | 740,223      |
| Total Soft Costs:                 | \$5,244,604  |
| TOTAL:                            | \$16,584,959 |

*(Sub)Exhibit "C-2".*  
(To East Park SRO Redevelopment Agreement)

*MBE/WBE Budget.*

|                             |                   |
|-----------------------------|-------------------|
| Hard Costs                  | \$2,735,271       |
| Soft Costs                  | <u>\$ 328,000</u> |
| MBE/WBE Project Budget      | \$3,063,271       |
| <br>MBE Total at 26 percent | <br>\$ 796,450    |
| WBE Total at 6 percent      | \$ 183,795        |

*(Sub)Exhibit "D".*  
(To East Park SRO Redevelopment Agreement)

*TIF-Funded Improvements.*

|                                                                                                                    |              |
|--------------------------------------------------------------------------------------------------------------------|--------------|
| Property assembly costs including, demolition of<br>buildings, site preparation and environmental                  | \$ 199,475   |
| Construction, renovation, rehabilitation of low- and very<br>low-income housing up to 100 percent of project costs | \$5,833,996  |
| TOTAL:                                                                                                             | \$6,033,471* |

---

\* Notwithstanding the total of TIF-Funded Improvements or the amount of TIF-eligible costs, the assistance to be provided by the City is limited to the amount described in Section 4.03 and shall not exceed \$5,212,175.

*(Sub)Exhibit "G".*  
(To East Park SRO 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 the Developer Parties 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".*  
(To East Park SRO Redevelopment Agreement)

*Opinion Of Developer Parties' Counsel.*

[To be retyped on the 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 East Park Redevelopment Limited Partnership, an Illinois limited partnership (the "Partnership"), East Park Redevelopment LLC, an Illinois limited liability company (the "General Partner"), Generations Housing Initiatives, an Illinois not-for-profit corporation ("Generations", and collectively with the Partnership, and General Partner, the "Developer Parties"), in connection with the purchase of certain land and the

rehabilitation of certain facilities thereon located in the Midwest 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) the East Park SRO Redevelopment Agreement (the "Agreement") of even date herewith, executed by Developer Parties and the City of Chicago (the "City");

(b) an executed original of the Borrower Loan Agreement dated as of \_\_\_\_\_ by and between the City and the Partnership (the "Loan");

(c) an executed original Note dated as of \_\_\_\_\_ by the Partnership in favor of the City, in the principal amount of \$\_\_\_\_\_ evidencing the Loan ("Note");

(d) the Mortgage, Security Agreement and Financing Statement ("Mortgage") dated as of \_\_\_\_\_, made by the Partnership to the City, and on the Property and securing the indebtedness evidenced by the Note;

(e) a certain UCC-1 financing statement with respect to certain property described in the Mortgage (the "Financing Statement") and executed by the Partnership;

(f) an executed original of the Land Use Restriction Agreement dated as of \_\_\_\_\_ by and between the City and Partnership (the "LURA");

(g) and executed original of the Low-Income Housing Tax Credits Regulatory Agreement dated as of \_\_\_\_\_ by and between the City and the Partnership;

(h) an executed original of the Escrow Agreement dated as of \_\_\_\_\_ by and among the Developer Parties, the City, The PrivateBank and Trust Company, and the \_\_\_\_\_ Title Company.

(i) 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 Parties' (i) Articles of Incorporation/Organization and/or Partnership Agreement, as amended to date, (ii) qualifications to do business and certificates of good standing in all states in which each of the Developer Parties is qualified to do business, (iii) Bylaws, as amended to date, and (iv) records of all corporate proceedings relating to the Project; 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 Parties), 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. Each Developer Party 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 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/Organization 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 each Developer Party is a party or by which each Developer Party 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 Party 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 the Developer Parties.

4. Each of the Documents to which the Developer Parties are a party has been duly executed and delivered by a duly authorized officer of such Developer Party, and each such Document constitutes the legal, valid and binding obligation of such Developer party, 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 each Developer Party, as applicable, (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 the Developer Parties 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 the Developer Parties. 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 a Developer Party, nor is there now pending or threatened, any litigation, contested claim or governmental proceeding by or against a Developer Party or affecting a Developer Party or its property, or seeking to restrain or enjoin the performance by a Developer Party 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 Parties are 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 the Developer Parties or their business.

7. To the best of our knowledge after diligent inquiry, there is no default by a Developer Party 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 the Developer Parties 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 Parties has 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 Parties own or possess 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.

This opinion is issued at the 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.]

*(Sub)Exhibit "J".*  
(To East Park SRO Redevelopment Agreement)

*Requisition Form.*

State of Illinois )  
                          ) SS.  
County of Cook )

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

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

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

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

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

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

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

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

1. Except as described in the attached certificate, the representations and warranties contained in the 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: \_\_\_\_\_

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

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

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

\_\_\_\_\_

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

Agreed and Accepted:

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

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

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

City of Chicago  
Department of Planning and Development

(Sub)Exhibit "M".  
(To East Park SRO Redevelopment Agreement)

*Tenant Lease.*



312.803.4900  
312.803.4905  
@ChicagoREALTORS  
www.ChicagoREALTOR.com

2016 CHICAGO RESIDENTIAL LEASE

IMPORTANT MESSAGE FOR COMPLETING LEASE

- This lease is date sensitive and is up to date with local, county and state law for 2016. Do not use for subsequent calendar years. The lease will be updated annually.
- The attached lease is in a fillable PDF format to aid in its use.
- The lease must be used in its entirety. The lease, including REQUIRED attachments, is <sup>34</sup>25 pages.
- Fill in each blank. If not applicable use "N/A" or in the case of no security deposit use "None".
- Spaces are provided if you as an owner or owner's agents insist upon taking a security deposit.

This lease includes a City of Chicago Department of Planning and Development Lease Rider, and a Tenant Income Certification. Certain text in this lease has been deleted by ~~strikeout~~.

11/1/2016

## REPORTS OF COMMITTEES

34923

## Chicago Residential Lease

For Apartments, Condominiums, Single Family Homes, and Townhomes  
 © 2016 by Chicago Association of REALTORS® - All rights reserved  
 This form is intended to be a binding real estate contract

V3.0 2016

| Date of Lease | Term of Lease        |                          | Monthly Rent |
|---------------|----------------------|--------------------------|--------------|
| 1 / 2016      | Lease Beginning Date | Lease Ending Date & Time |              |
|               |                      |                          |              |

|                            |
|----------------------------|
| Leased Address (Premises): |
|----------------------------|

In consideration of the mutual covenants and agreements herein stated, Landlord(s) hereby leases to Tenant(s) and Tenant(s) hereby leases from Landlord(s) for use as a private dwelling only, the Premises, together with the fixtures and appliances in the premises, for the above Term of Lease, subject to all the provisions of this Lease.

| (Yes) | (No) | The following are incorporated into the Lease when indicated                                          |                                                                                                                                                                                                                                                                                                                       |
|-------|------|-------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|       |      | A Security deposit is being held by Landlord (if any)                                                 | \$                                                                                                                                                                                                                                                                                                                    |
|       |      | Illinois Financial Institution (Name and Address) where Security Deposit shall be or is held (if any) |                                                                                                                                                                                                                                                                                                                       |
|       |      | Non-Refundable Move-In Fee (if any)                                                                   |                                                                                                                                                                                                                                                                                                                       |
|       |      | Pets Permitted (description of any pet permitted during lease):                                       |                                                                                                                                                                                                                                                                                                                       |
|       |      | Parking included in lease (space number(s) if any):                                                   |                                                                                                                                                                                                                                                                                                                       |
|       |      | Additional Storage Location (if any):                                                                 |                                                                                                                                                                                                                                                                                                                       |
|       |      | Furnished? If yes, Furnished Rider Attached                                                           |                                                                                                                                                                                                                                                                                                                       |
|       |      | Rent shall include the following (check those that apply):                                            | <input type="checkbox"/> Water <input type="checkbox"/> Electricity <input type="checkbox"/> Gas <input type="checkbox"/> Basic Cable <input type="checkbox"/> Satellite <input type="checkbox"/> Internet<br><input type="checkbox"/> Lawn Care <input type="checkbox"/> Snow Removal <input type="checkbox"/> Other |
|       |      | Appliances owned and provided by Landlord (check those that apply):                                   | <input type="checkbox"/> Refrigerator <input type="checkbox"/> Microwave <input type="checkbox"/> Oven/Range <input type="checkbox"/> Dishwasher<br><input type="checkbox"/> Washer <input type="checkbox"/> Dryer <input type="checkbox"/> Other                                                                     |
|       |      | Landlord's Property Insurer:<br>(Name, Address, and Phone of Homeowner Insurance Company):            |                                                                                                                                                                                                                                                                                                                       |
|       |      | Tenant's Property Insurer:<br>(Name, Address, and Phone of Renter Insurance Company):                 |                                                                                                                                                                                                                                                                                                                       |

|                              |  |
|------------------------------|--|
| Identification of Tenant(s): |  |
| Name(s)                      |  |
|                              |  |
| Telephone:                   |  |
| Email:                       |  |

|                                             |  |
|---------------------------------------------|--|
| Landlord(s) or Authorized Management Agent: |  |
| Name(s):                                    |  |
|                                             |  |
| Address:                                    |  |
| Telephone:                                  |  |
| Email:                                      |  |

|                                                   |
|---------------------------------------------------|
| Name(s) of persons authorized to occupy premises: |
|                                                   |
|                                                   |
|                                                   |

|                                                                                                          |  |
|----------------------------------------------------------------------------------------------------------|--|
| Person authorized to Act on Behalf Of Owner for the Purpose of Service of Process and Accepting Notices: |  |
| Name:                                                                                                    |  |
| Address:                                                                                                 |  |
| Telephone:                                                                                               |  |

|                                      |
|--------------------------------------|
| Additional Agreements and Covenants: |
|                                      |
|                                      |
|                                      |

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed, on the day first above written.

|                         |  |                           |  |
|-------------------------|--|---------------------------|--|
| Tenant(s):<br>SIGNATURE |  | Landlord(s):<br>SIGNATURE |  |
|                         |  |                           |  |
|                         |  |                           |  |

**IMPORTANT:** This is a Chicago Association of REALTORS® form lease and is not specifically tailored to the legal requirements of your particular situation. The applicable laws and regulations for residential leases frequently change and differ between municipalities. It is important that you consult with an attorney prior to using this lease.

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**Lead-Based Paint and Radon Disclosures (Separate Documents)**Lead-Based Paint Hazard Disclosure: ☐ Applicable ☐ Not ApplicableDisclosure of Radon Hazards: ☐ Applicable ☐ Not Applicable

The parties acknowledge they have received and executed separately the above applicable disclosure(s).

Landlord: \_\_\_\_\_ Date: \_\_\_\_\_

Landlord: \_\_\_\_\_ Date: \_\_\_\_\_

Tenant: \_\_\_\_\_ Date: \_\_\_\_\_

Tenant: \_\_\_\_\_ Date: \_\_\_\_\_

Tenant: \_\_\_\_\_ Date: \_\_\_\_\_

**Heating Cost Disclosure**

The cost of heating is the responsibility of the ☐ Tenant ☐ Landlord. The average monthly cost of utility service projected by the utility providing the primary source of heat (heating supply) based on energy consumption during the most recent annual period of continuous occupancy by one or more prior occupants, current or expected rates and normalized weather by the method approved by the Illinois Commerce Commission is \$\_\_\_\_\_.

Tenant Acknowledgment \_\_\_\_\_

**Notice of Conditions Affecting Habitability**

- ☐ None Known  
☐ See Attached

I hereby acknowledge that Landlord has disclosed any code violations, code enforcement litigation and/or compliance board proceedings during the previous 12 months for the Premises and common areas and any notice of intent to terminate utility service, copies of which, if any, are attached to the lease.

Tenant Acknowledgment \_\_\_\_\_

**Tenant hereby acknowledges receipt of the following:**

- ☒ Receipt of Heating Cost Disclosure  
☒ City of Chicago Building Code Violations  
☒ Preventing Bedbug Infestations in Apartments Pamphlet  
☒ Protect Your Family From Lead in Your Home Pamphlet  
☒ Radon Testing Guidelines Pamphlet  
☒ City of Chicago Residential Landlord and Tenant Ordinance Summary  
☒ Residential Landlord and Tenant Ordinance Rate of Interest on Security Deposits  
☐ Security Deposit Receipt (if applicable)  
☐ Condominium Association Rules & Regulations (if applicable)

Tenant Acknowledgment \_\_\_\_\_

**LEASE COVENANTS AND AGREEMENTS**

1. **Application.** Tenant covenants that all representations made in the Application for this Lease are incorporated into this Lease and made a part of it. Tenant covenants that all information contained in the Application is true and that this information was given as an inducement for Landlord to enter into this Lease, and therefore constitutes a material covenant.

Tenant Acknowledgment \_\_\_\_\_

2. **Tenant Inspection Prior to Occupancy: Building Code Violations.** Tenant has inspected the Premises and all common areas of the property to which Tenant has lawful access during the Lease Term, and is satisfied with their general condition and

appearance. Tenant acknowledges that there have been no representations, promises or other undertakings by Landlord, or any agent of Landlord, made to induce Tenant to enter into this Lease, except those expressly made in writing, relative to the repairs, decorating, additions to, or removal of any portion of the Premises or of the property. Tenant further acknowledges that attached hereto are copies, if any, of notices received from the City of Chicago during the twelve months prior to the date hereof concerning code violations, and copies of notices from any utility provider regarding termination of utility services.

**Tenant Acknowledgment** \_\_\_\_\_

3. **Tenant Responsibility Regarding Bed Bug Infestation.** Tenant shall be responsible for all requirements and obligations set forth in the Municipal Code of Chicago deemed "Tenant responsibility" and shall be liable for any and all damages which may occur as a result of Tenant's failure to strictly abide by any requirement as set forth in the Municipal Code of Chicago concerning any duty, condition, or responsibility required of Tenant with regard to reporting, treatment, or cooperation with Landlord in regards to Bed Bug infestation.

**Tenant Acknowledgment** \_\_\_\_\_

4. **The Rent.** Tenant shall pay the Monthly Rent to Landlord or Landlord's agent on the first day of each month as set forth herein.

5. **Late Fee.** The Monthly Rent shall be automatically increased \$10, plus 5% of the amount by which the Monthly Rent exceeds \$500, as additional rent, if received by Landlord after the 5th of the month for which it is due.

6. **Returned Bank Items.** If any check or other bank instrument tendered for payment of any tenant obligation hereunder is returned for insufficient funds, Tenant shall pay Landlord a \$\_\_\_\_\_ fee as additional rent. Landlord shall further have the right to demand that any such returned item be replaced by a cashier's check or money order. If Tenant tenders more than two checks or bank drafts during the term of this Lease which are returned for insufficient funds, Landlord shall have the right to demand that all future obligations hereunder be paid by cashier's check or money order.

7. **Possession.** Landlord shall deliver possession of the Premises to Tenant on the Beginning Date of the Lease. If Landlord is unable to deliver possession to Tenant on such date, this Lease shall remain in full force and effect except that the Monthly Rent shall be abated pro rata until possession is delivered, unless Tenant elects to maintain an action for possession of the Premises or, upon written notice to Landlord, elects to terminate this Lease.

8. **Security Deposit.** (If applicable). If Landlord has accepted the Security Deposit to insure Tenant's specific performance of each and every agreement, covenant, rule and obligation contained in this Lease, Landlord shall have the right, but not the obligation, to use the Security Deposit in whole or part, as a setoff against any default, either in payment of rent or other breach, which results in any loss to Landlord. If Tenant has complied with all obligations under this Lease, Landlord shall, within 45 days after Tenant vacates the Premises, refund the Security Deposit. The Security Deposit shall be held in a Federally Insured interest bearing account in a bank, savings and loan association, or other financial institution located in the State of Illinois. Interest on the Security Deposit shall be paid at the rate set by the City Comptroller for security deposits held more than six months and may be paid to Tenant either directly or by credit in the form of a rent reduction. The Security Deposit shall not be allocated by Tenant toward payment of rent.

9. **Use of Premises.** The Premises shall be occupied exclusively for residential purposes by Tenant and the other persons specifically listed in the Application and any children which may be born to or in the legal custody of Tenant during the Lease term. Unless agreed to in writing by the Landlord, no person not listed in the Application may occupy the Premises for more than a single two week period, during any single year of the Lease term. Neither Tenant nor any person in legal occupancy of the Premises with the Tenant shall perform nor permit any practice which could cause damage to the reputation of the building or Landlord, be injurious thereto, illegal, immoral, or increase the rate of insurance on the property. At no time during the Term of this Lease shall more persons reside in the Premises than would be permitted by the applicable building and/or zoning codes for the City of Chicago. Further, at no time during the Term of this Lease shall Tenant enter into short-term subleases, rooms for rent, or Air Bed & Breakfast agreements or leases. Such agreements will be considered a breach of Lease and cause for termination.

10. **Tenant Maintenance Obligations.** Tenant shall maintain the Premises in a clean, presentable and safe condition at all times and in accordance with all health, safety and building code regulations. At the termination of this Lease and upon surrender of the Premises, all fixtures, appliances and personal property of Landlord shall be in the same condition as they were on the Beginning Date, normal wear and tear excepted. Landlord may at its sole option use all or part of the Security Deposit (if any) to repair and/or replace any damage to Landlord's property caused either directly by Tenant or by Tenant's negligence.

**11. Sublease.** Tenant shall not sublease this Lease without the prior written consent of the Landlord, which shall not be unreasonably withheld. Landlord may require Tenant to enter a formal written sublease agreement. ~~Any sublease of this Lease shall not release Tenant from the Tenant's obligation hereunder, until the full, specific performance and satisfaction of each and every agreement, covenant and obligation hereunder. Tenant shall be liable for any monetary and non-monetary breaches of this Lease caused by Tenant's subtenant.~~

**12. Assignment.** Tenant shall not assign this agreement without the prior written consent of Landlord.

**13. No Alterations.** Tenant shall not make or cause to be made any alteration or addition to the Premises, without the prior written consent of the Landlord, and shall under no circumstances install any additional lock or security device to the Premises or the property which could impair Landlord's access.

**14. Right of Access by Landlord.** Tenant shall permit reasonable access to Landlord, and any of Landlord's invitees, agents, or contractors, in accordance with local statutes and ordinances, upon receiving 2 days' notice by mail, telephone, written notice or other means designed in good faith to provide notice. Landlord shall have immediate access to the Premises in case of emergency and where repairs or maintenance elsewhere in the building unexpectedly require such access. Landlord shall give Tenant notice of such entry within two days after such entry.

**15. Right of Access to Show Premises to Prospective Tenants and Purchasers.** Landlord shall have the right to show the Premises to all prospective Tenants and purchasers, and any of Landlord's other invitees, in accordance with local statutes and/or ordinances. Tenant shall permit reasonable access to Landlord upon receiving 2 days' notice by mail, telephone, written notice or other means designed in good faith to provide notice. Tenant shall be liable for any damages caused to Landlord for failure to cooperate under this provision. Tenant shall not interfere with Landlord's efforts to lease the Premises or sell the property, and Tenant shall be liable for any damages caused by breach of this provision.

**16. Holding-Over.** ~~Tenant shall be liable for double the Monthly Rent in the event that Tenant retains possession of all or any part of the Premises after the Ending Date of this Lease. Landlord may at its sole option, upon written notice to Tenant, create a month-to-month tenancy between Landlord and Tenant under the same terms and conditions of this Lease. Additionally, if Tenant retains possession of all or any part of the Premises after the Ending Date of this Lease and pays less than double the Monthly Rent and Landlord accepts payment, this shall become a month-to-month tenancy, and not a year-to-year tenancy, between Landlord and Tenant under the same terms and conditions of this Lease.~~

**17. Heat and Water.** If heat is included in the Monthly Rent, Landlord will provide the supply of heat at no additional cost to the Tenant during the winter months, at a level prescribed by statute or local ordinance. Water in reasonable quantities, strictly for residential use, is included in the Monthly Rent.

**18. Utilities.** Tenant is responsible for the provision and direct payment to utility providers for the utilities NOT included in the rent as outlined on page one of the Lease. Tenant is required to establish accounts with the utility providers no later than the Lease Beginning Date set forth on page one. Should Landlord become obligated for payment of any utility for which Tenant is liable under the terms of this Lease, such payment by Landlord shall become an additional rent payment due and payable by Tenant.

**19. Damages and Negligence.** Tenant shall be liable for any damage done to the premises as a result of Tenant's direct action, negligence or failure to inform Landlord of repairs necessary to prevent damage to the Premises.

**20. Abandonment.** The Premises shall be deemed abandoned when the criteria set forth in the Chicago Residential Landlord/Tenant Ordinance have been met, and Landlord shall have the right to relet the Premises and dispose of Tenant's possessions in the manner prescribed by law.

**21. Notices.** Any legal notice or demand may be served by tendering it to any person thirteen years old or older residing on or in possession of the Premises; or by certified mail addressed to the Tenant, return receipt requested; or by posting it upon the Premises door, if no authorized person under the Lease is in possession of the Premises. Further, except when a statute or ordinance requires notice to be sent by a particular means, Tenant agrees that all Tenant and building notices may be delivered by electronic communication (e-mail) to any e-mail address listed on page 1 for Tenant. This is including but not limited to, late rent notices, notices of entry, fine notices, building maintenance updates, and lease renewal options. Tenant agrees to inform Landlord immediately in writing of any email address change.

**22. Damage or Destruction.** If the Premises or any part of the property is destroyed or damaged to an extent that makes the Premises uninhabitable, this Lease may be terminated in accordance with applicable statutes or ordinances. In such an event, Landlord does not undertake any covenant to repair or restore the Premises to a habitable condition.

**23. Tenant's Personal Property.** Except as provided by applicable law, Landlord shall not be responsible for the loss of any of the Tenant's personal property in the Premises or any part of the building. ~~Tenant shall obtain insurance sufficient to cover all potential losses.~~

**24. Landlord's Title.** Tenant shall commit no act which could in any way encumber Landlord's title to the property of which the Premises forms a part. In the event that Tenant does create any encumbrance against the title, it shall be cured within five days after demand by Landlord. Any encumbrance created by Tenant shall constitute a material breach of this Lease. Tenant shall be liable to Landlord for all costs, damages and legal fees incurred as a result of any breach of this provision, to the extent permitted by statute or local ordinance or, in the absence thereof, as incurred by Landlord.

**26. Legal Expenses.** ~~Tenant shall be liable for all legal fees and costs incurred by Landlord as a result of Landlord's efforts to enforce any provision of this Lease, to the extent permitted by court rules, statute or local ordinance or, in the absence thereof, as incurred by Landlord.~~

**26. Litigation Escrow.** In the event that Tenant withholds rent in excess of that allowed by statutes or local ordinance, and Landlord institutes a lawsuit in Forcible Entry and Detainer to regain possession of the Premises, or in contract to enforce any provision of this Lease, Tenant shall place such excess rent with the Clerk of Circuit Court, pending disposition of the lawsuit.

**27. Surrender of Possession.** Tenant shall surrender possession of the Premises and return the keys to the Landlord or Landlord's agent, immediately upon expiration of this Lease, or upon termination due to Tenant's breach. Surrender of possession shall also be deemed to have occurred if the Tenant returns the keys to the Landlord prior to the expiration of this Lease.

**28. Subordination of Lease/Estoppel.** This Lease is subordinate to all mortgages upon the property of which the Premises forms a part, either in place at the time of Lease execution, or which may be placed upon the property at any time during the term of this Lease. Tenant shall execute any estoppel letter required by any mortgage lender or purchaser of the property, relative to the affirmation of Tenant's Lease status.

**29. Eminent Domain.** If all or part of the Premises or the property of which the Premises forms a part is condemned, expropriated or otherwise regulated by any governmental authority in a manner which would prevent lawful occupancy, this Lease shall be terminated.

**30. Heirs and Assigns.** All of the promises, covenants and agreements and conditions contained herein shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of Landlord and Tenant.

**31. Acceptance of Rent after Tenant Breach.** Except where a breach is for non-payment of rent, Landlord may accept rent after a Tenant breach and the rent will be retained for use and occupancy of the Premises and shall not serve to extinguish Landlord's rights or remedies relative to any lawsuit that may be filed or in progress at the time of the Tenant breach.

**32. Time of the Essence.** Time is of the essence for the payment of rent and the performance of each and every covenant, term, agreement and condition of this Lease, and Tenant shall be held in strict compliance with same.

**33. Severability.** In the event that any provision, paragraph, rule or covenant contained in this Lease is deemed invalid or unenforceable, all remaining portions of this Lease shall survive and be construed in their entirety.

**34. Landlord's Remedies.** All rights and remedies granted to Landlord hereunder shall be deemed distinct, separate and cumulative and the exercise of one or more thereof shall not waive, extinguish or preclude the exercise of any other right or remedy, unless same is specifically prohibited by court rules, statute or local ordinance. Tenant shall be required to comply strictly with all provisions, covenants and agreements hereunder, and no waiver shall be implied from Landlord's failure to exercise any of its rights or remedies.

**35. No Additional Energy Draining Devices.** Tenant is prohibited from installing any appliance or device to draw electricity, gas, or any other form of energy from any part of the property other than the Premises. Tenant shall further not install any devices which are not deemed ordinary household appliances or fixtures.

**36. Storage.** Tenant shall not be entitled to storage space outside the Premises, unless additional storage is specified on page one.

**37. Joint and Several Liability.** All persons executing this Lease shall be jointly and severally liable for the performance of each and every agreement, covenant and obligation hereunder.

**38. Re-Keying of Locks upon Prior Tenant Vacating.** Tenant shall have the right to change or re-key the lock(s) to the Premises, and shall upon request immediately provide Landlord a copy of the key to the new lock. In the event that Tenant fails to give Landlord the new key upon Landlord's request, such failure shall be deemed an act by Tenant of Material Non-Compliance under the terms of this Lease.

**39. Criminal Activity by Tenant.** If Tenant(s) or occupant(s), visitors, or guests on one or more occasions, uses or permits the use of the leased premises for the



commission of a felony or Class A misdemeanor under the laws of Illinois, Landlord shall have the right to void the lease and recover the leased premises.

40. Rules and Regulations of Condominium/Homeowners Association. If the premises is a condominium or part of a Homeowners Association, Tenant (and any person occupying the premises and any of Tenant's guests, invitees, and/or assigns) shall comply at all times with any and all rules, regulations, bylaws, easements, declarations, covenants, restrictions, directions, and/or other provisions of the Condominium/Homeowners Association for the leased Premises. Tenant (and/or Tenant's assigns) does not obtain any voting rights of Landlord with respect to any matters for which a vote is held by or on behalf of the Condominium/Homeowners Association.

## RULES AND REGULATIONS

1. Unless permitted on page one, no animals are permitted on the property and in the Premises without Landlord's prior written consent, which consent is deemed a license revocable with 10 days written notice by Landlord.
2. Entry ways, passages, public halls and common areas may not be obstructed in any way, and may not be used for recreation, congregation or play, or in any manner that might endanger any occupant, invitee or licensee of the building.
3. All deliveries, except for small packages and mail, must be made through the rear or service entrance, or a special entrance designated for special deliveries.
4. Tenant shall not permit anything to be thrown out of the windows or from the balconies of the building.
5. No vehicle or bicycle is allowed in the Premises, building or any common area of the property, unless there is a specific area designated for same.
6. Incinerators and waste receptacles shall be used in accordance with posted signs, and all items placed therein shall be neatly packaged and deposited. No explosive device or any parcel or item shall be deposited therein which could cause danger.

7. No sign or advertisement shall be placed in, around or upon any area of the Premises or building without prior written consent of the Landlord, which consent shall constitute a license revocable immediately upon written notice of the Landlord.

8. No items of personal property shall be placed in, around or upon any common area of the building.

9. No noise or other sound is permitted which disturbs the other occupants from quiet enjoyment of their apartment or common areas of the property.

10. No cooking, baking or similar activity is permitted outside the kitchen area, except when Barbeque grills are allowed on the balcony of an apartment. However, any liability or loss arising from the use or operation of a Barbeque grill shall be borne by Tenant.

11. No vertical or horizontal projection, machinery, device or receiver of any type, including satellite dishes, shall be attached in, around or upon any part of the Premises or the property without Landlord's written consent.

12. No unsightly or unsanitary practice which could undermine the sanitation, health or appearance of the building interior or exterior shall be permitted.

13. No activity carried on within the Premises or common areas of the property will be permitted which threatens the health, safety or property of any building occupant, or of Landlord.

14. Plumbing and electrical facilities in the Premises shall be maintained diligently and neatly at all times.

15. The use of water furniture is prohibited.

16. If the building is served by an elevator, Tenant must reserve move-in and move-out times in accordance with Landlord's policies.

18. These Rules and Regulations are not exhaustive and may be supplemented or modified from time to time upon written notice to Tenant.

Guarantor:

Guarantor  
Information:

|         |  |
|---------|--|
| Name    |  |
| Address |  |
| Phone   |  |
| Email   |  |

# Preventing **BEDBUG** Infestations in Apartments



Bed bugs can be found in homes, apartments, hotels, schools, dormitories, shelters, offices and other places. This brochure provides information on bed bugs and what you should do if you have or suspect you have a bed bug infestation in your apartment. It also describes your rights and responsibilities as a tenant.

## Why is this brochure being provided to me?

In 2013, the City of Chicago passed an ordinance to help address the growing problem of bed bugs. This ordinance provides that landlords and tenants share the responsibility in preventing and controlling bed bug infestations. Further, the ordinance requires that landlords provide an informational brochure on bed bugs to tenants. This informational brochure, developed by the Chicago Department of Public Health, is intended to meet this requirement.

## What are bed bugs?

Bed bugs are small, flat, wingless insects. They feed on blood and can be a nuisance for individuals. They are named for their tendency to live on mattresses or other parts of a bed.

## What do bed bugs look like?

Adult bed bugs are roughly the size, shape and color of an apple seed: 1/4 of an inch in length and light or reddish-brown in color. Immature forms of bed bugs are smaller and lighter in color. Eggs are tiny and white. You should be able to see the adult form with your naked eye, but may need a magnifying glass to see the immature forms or eggs. Please refer to the website listed at the end of this brochure for pictures of bed bugs.

## Where do bed bugs live?

Bed bugs can be found anywhere people sleep, sit or lay down. They can be found on mattresses and box springs, especially near the piping, seams and tags, and in cracks and crevices of head boards and bed frames. They can also be found in other furniture, especially in the seams and zippers of chairs and couches, in the folds of curtains, in drawer joints, in electrical outlets, behind picture frames and in other tight spaces.

### How can bed bugs get into an apartment?

Bed bugs can get into an apartment by hitching a ride on mattresses or other bedding, furniture, clothing and baggage. Once in an apartment, they can crawl from one room to another, or get into an adjacent apartment by crawling through small cracks or holes in walls or ceilings or under doors. Because bed bugs do not have wings, they cannot fly into or around your apartment.

### What can I do to prevent bed bugs from getting into my apartment?

Bed bugs can be found most anywhere, so ALWAYS be aware of your surroundings. Always check furniture and bedding, especially those bought secondhand, for signs of bed bugs before you buy them. NEVER bring items that someone else has disposed of into your apartment, as these items may be infested with bed bugs. When returning home from travel within or from outside the U.S., ALWAYS inspect your luggage carefully for signs of bed bugs before you bring the luggage into your apartment.

### What else can I do to prevent a bed bug infestation?

Reduce clutter, especially in bedrooms. Store unused items in sealed containers or plastic bags. Wash and dry bedding often. Check beds and furniture for signs of bed bugs. Purchase mattress and box spring covers.

### Do bed bugs transmit disease?

No, bed bugs are not known to transmit disease.

### Are there other health concerns related to bed bugs?

Yes. Their bites, like those of other insects, may cause an allergic reaction with swelling, redness and itching. Their presence may cause people to be anxious and lose sleep.

### How do I know if I have a bed bug infestation in my apartment?

Though bites may be an indicator of a bed bug infestation, they are generally a poor one as not all people will react to bed bug bites or the bites may be due to other reasons. The best indication of an infestation is to look for physical signs of bed bugs such as live or dead bed bugs, eggs or eggshells or tiny dark spots or reddish stains on mattresses or other places where bed bugs live.

### What should I do if I suspect there are bed bugs in my apartment?

Under this ordinance, tenants MUST call their landlord immediately then follow-up in writing. Tenants SHOULD NOT try to get rid of the bed bugs by applying chemicals, "bug bombs" or pesticides as these do not work and could make you, your family or neighbors sick. Once a tenant has notified the landlord, wait for additional instructions from the landlord and pest management professional. Prompt notification and treatment will help prevent the further spread of bed bugs.

### Should I dispose of bedding, clothing or other materials that may be infested?

Disposing of these items is probably not necessary unless directed by a pest management professional. If there are items that do need to be disposed of, do so carefully by sealing them in plastic bags so as to not spread bed bugs further. The ordinance prohibits the recycling of any bed bug infested materials and requires that any bed bug infested materials be totally enclosed in a plastic bag and labeled as being infested with bed bugs when disposed.

### What should I do with any linens or clothes that may be infested?

- Wash all linen and other infested materials (including clothing) in hot water, then after drying the clothes, keep them in the dryer and dry for an additional 20 minutes on the highest setting.
- Put un-washable or "dry clean only" materials in the dryer on the highest setting for at least 20 minutes.
- If you have to launder in a common area of the building or at a laundromat, make sure all items are enclosed in a bag before leaving your apartment to prevent the further spread of bed bugs.
- Once all these materials are laundered and dried, seal them in clean bags so bed bugs can't re-infest them.

### What are my responsibilities as a tenant under this ordinance?

Tenants have two main responsibilities under this ordinance:

- 1) Notify your landlord within 5 days of suspecting a bed bug infestation;
- 2) Cooperate with the landlord by adhering to the following:

- Don't interfere with an inspection or with a treatment.
- Grant access to your apartment for an inspection or a treatment.
- Make the necessary preparations, as instructed by your landlord or a pest management professional, prior to an inspection or a treatment.
- Dispose of any items that a pest management professional has determined can not be treated or cleaned.
- Enclose in a plastic bag any personal property that will be moved through any common area of the building, or stored in any other location.

#### **Are there any exemptions to these tenant responsibilities?**

Yes. The ordinance exempts tenants who live in an assisted living or shared housing establishment, or similar living arrangement, where the establishment is required to provide the tenant assistance with activities of daily living or mandatory services. In such cases, the landlord is responsible for making the necessary preparations and removing or disposing of any personal property.

#### **What penalties can a tenant face for not complying with these requirements?**

The ordinance allows the city to issue fines to tenants for not complying with these requirements. Fines can go as high as \$2,000 for a third offense. Landlords can not fine tenants.

#### **What are my rights as a tenant under this ordinance?**

Landlords can't retaliate against a tenant if the tenant:

- Complains of a bed bug infestation to a governmental agency elected representative or public official charged with responsibility for enforcement of a building, housing, health or similar code.
- Complains of a bed bug infestation to a community organization or to the news-media.
- Seeks the assistance of a community organization or the news-media to remedy a bed bug infestation.
- Asks the landlord to provide pest control measures.
- Testifies in court concerning any bed bug infestation.

#### **What are my landlord's responsibilities under this ordinance?**

Landlords have three main responsibilities under this ordinance:

- 1) Educate tenants about bed bugs by providing this brochure when tenants sign a new or renew an existing lease or other rental agreement.

- 2) Notify tenants prior to any inspection or treatment of their apartment for bed bugs and provide instructions for preparing the apartment.
- 3) Get rid of the bed bug infestation by providing pest control services by a pest management professional and paying for this service.

#### **How much time does a landlord have to provide a pest management professional?**

The ordinance allows landlords up to 10 days to have a pest management professional come to inspect your apartment.

#### **Does the ordinance require any specific type of inspection or treatment?**

If bed bugs are in an apartment, there is a chance they may be found in additional apartments in that same building, especially those closest to the apartment with the bed bugs. As a result, the apartments on either side and directly above and below the apartment with the bed bugs need to be inspected and if necessary, treated. Treatment will only occur if bed bugs are found.

#### **Do these requirements apply to condominiums or cooperative building?**

Yes, but only to units that are being rented.

#### **What penalties can a landlord face for not complying with these requirements?**

The ordinance allows the city to issue fines to landlords for not complying with these requirements. Fines can go as high as \$2,000 for a third offense.

#### **What should I do if my landlord is not responsive?**

If you suspect there are bed bugs in your apartment, call your landlord immediately and follow-up in writing. Give your landlord up to 10 days to have a pest management professional come to inspect your apartment. If your landlord is not responsive, call 311 and file a complaint.

Additional information, including a copy of the ordinance, can be found at:

[www.cityofchicago.org/health](http://www.cityofchicago.org/health)

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@ChiPublicHealth



/ChicagoPublicHealth





# Protect Your Family From Lead in Your Home



United States  
Environmental  
Protection Agency



United States  
Consumer Product  
Safety Commission



United States  
Department of Housing  
and Urban Development

## Are You Planning to Buy or Rent a Home Built Before 1978?

Did you know that many homes built before 1978 have **lead-based paint**? Lead from paint, chips, and dust can pose serious health hazards.

### Read this entire brochure to learn:

- How lead gets into the body
- About health effects of lead
- What you can do to protect your family
- Where to go for more information

### Before renting or buying a pre-1978 home or apartment, federal law requires:

- Sellers must disclose known information on lead-based paint or lead-based paint hazards before selling a house.
- Real estate sales contracts must include a specific warning statement about lead-based paint. Buyers have up to 10 days to check for lead.
- Landlords must disclose known information on lead-based paint and lead-based paint hazards before leases take effect. Leases must include a specific warning statement about lead-based paint.

### If undertaking renovations, repairs, or painting (RRP) projects in your pre-1978 home or apartment:

- Read EPA's pamphlet, *The Lead-Safe Certified Guide to Renovate Right*, to learn about the lead-safe work practices that contractors are required to follow when working in your home (see page 12).



11/1/2016

REPORTS OF COMMITTEES

34931

## Simple Steps to Protect Your Family from Lead Hazards

### If you think your home has lead-based paint:

- Don't try to remove lead-based paint yourself.
- Always keep painted surfaces in good condition to minimize deterioration.
- Get your home checked for lead hazards. Find a certified inspector or risk assessor at [epa.gov/lead](http://epa.gov/lead).
- Talk to your landlord about fixing surfaces with peeling or chipping paint.
- Regularly clean floors, window sills, and other surfaces.
- Take precautions to avoid exposure to lead dust when remodeling.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe certified renovation firms.
- Before buying, renting, or renovating your home, have it checked for lead-based paint.
- Consult your health care provider about testing your children for lead. Your pediatrician can check for lead with a simple blood test.
- Wash children's hands, bottles, pacifiers, and toys often.
- Make sure children avoid fatty (or high fat) foods and eat nutritious meals high in iron and calcium.
- Remove shoes or wipe soil off shoes before entering your house.

## Lead Gets into the Body in Many Ways

### Adults and children can get lead into their bodies if they:

- Breathe in lead dust (especially during activities such as renovations, repairs, or painting that disturb painted surfaces).
- Swallow lead dust that has settled on food, food preparation surfaces, and other places.
- Eat paint chips or soil that contains lead.

### Lead is especially dangerous to children under the age of 6.

- At this age, children's brains and nervous systems are more sensitive to the damaging effects of lead.
- Children's growing bodies absorb more lead.
- Babies and young children often put their hands and other objects in their mouths. These objects can have lead dust on them.



### Women of childbearing age should know that lead is dangerous to a developing fetus.

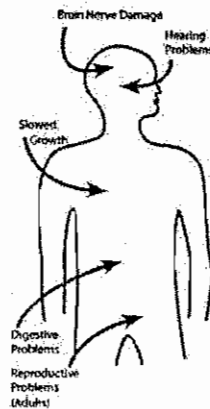
- Women with a high lead level in their system before or during pregnancy risk exposing the fetus to lead through the placenta during fetal development.

## Health Effects of Lead

**Lead affects the body in many ways.** It is important to know that even exposure to low levels of lead can severely harm children.

**In children, exposure to lead can cause:**

- Nervous system and kidney damage
- Learning disabilities, attention deficit disorder, and decreased intelligence
- Speech, language, and behavior problems
- Poor muscle coordination
- Decreased muscle and bone growth
- Hearing damage



While low-lead exposure is most common, exposure to high amounts of lead can have devastating effects on children, including seizures, unconsciousness, and, in some cases, death.

Although children are especially susceptible to lead exposure, lead can be dangerous for adults, too.

**In adults, exposure to lead can cause:**

- Harm to a developing fetus
- Increased chance of high blood pressure during pregnancy
- Fertility problems (in men and women)
- High blood pressure
- Digestive problems
- Nerve disorders
- Memory and concentration problems

## Check Your Family for Lead

**Get your children and home tested if you think your home has lead.**

Children's blood lead levels tend to increase rapidly from 6 to 12 months of age, and tend to peak at 18 to 24 months of age.

Consult your doctor for advice on testing your children. A simple blood test can detect lead. Blood lead tests are usually recommended for:

- Children at ages 1 and 2
- Children or other family members who have been exposed to high levels of lead
- Children who should be tested under your state or local health screening plan

**Your doctor can explain what the test results mean and if more testing will be needed.**



## Where Lead-Based Paint Is Found

In general, the older your home or childcare facility, the more likely it has lead-based paint.<sup>1</sup>

**Many homes, including private, federally-assisted, federally-owned housing, and childcare facilities built before 1978 have lead-based paint.** In 1978, the federal government banned consumer uses of lead-containing paint.<sup>2</sup>

Learn how to determine if paint is lead-based paint on page 7.

### Lead can be found:

- In homes and childcare facilities in the city, country, or suburbs,
- In private and public single-family homes and apartments,
- On surfaces inside and outside of the house, and
- In soil around a home. (Soil can pick up lead from exterior paint or other sources, such as past use of leaded gas in cars.)

Learn more about where lead is found at [epa.gov/lead](http://epa.gov/lead).

<sup>1</sup> "Lead-based paint" is currently defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter (mg/cm), or more than 0.5% by weight.

<sup>2</sup> "Lead-containing paint" is currently defined by the federal government as lead in new

## Identifying Lead-Based Paint and Lead-Based Paint Hazards

**Deteriorating lead-based paint (peeling, chipping, chalking, cracking, or damaged paint)** is a hazard and needs immediate attention. **Lead-based paint** may also be a hazard when found on surfaces that children can chew or that get a lot of wear and tear, such as:

- On windows and window sills
- Doors and door frames
- Stairs, railings, banisters, and porches

**Lead-based paint is usually not a hazard if it is in good condition** and if it is not on an impact or friction surface like a window.

**Lead dust** can form when lead-based paint is scraped, sanded, or heated. Lead dust also forms when painted surfaces containing lead bump or rub together. Lead paint chips and dust can get on surfaces and objects that people touch. Settled lead dust can reenter the air when the home is vacuumed or swept, or when people walk through it. EPA currently defines the following levels of lead in dust as hazardous:

- 40 micrograms per square foot ( $\mu\text{g}/\text{ft}^2$ ) and higher for floors, including carpeted floors
- 250  $\mu\text{g}/\text{ft}^2$  and higher for interior window sills

**Lead in soil** can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. EPA currently defines the following levels of lead in soil as hazardous:

- 400 parts per million (ppm) and higher in play areas of bare soil
- 1,200 ppm (average) and higher in bare soil in the remainder of the yard

**Remember, lead from paint chips—which you can see—and lead dust—which you may not be able to see—both can be hazards.**

## Checking Your Home for Lead

You can get your home tested for lead in several different ways:

- A **lead-based paint inspection** tells you if your home has lead-based paint and where it is located. It won't tell you whether your home currently has lead hazards. A trained and certified testing professional, called a lead-based paint inspector, will conduct a paint inspection using methods, such as:

- Portable x-ray fluorescence (XRF) machine
- Lab tests of paint samples

- A **risk assessment** tells you if your home currently has any lead hazards from lead in paint, dust, or soil. It also tells you what actions to take to address any hazards. A trained and certified testing professional, called a risk assessor, will:

- Sample paint that is deteriorated on doors, windows, floors, stairs, and walls
- Sample dust near painted surfaces and sample bare soil in the yard
- Get lab tests of paint, dust, and soil samples

- A combination inspection and risk assessment tells you if your home has any lead-based paint and if your home has any lead hazards, and where both are located.

Be sure to read the report provided to you after your inspection or risk assessment is completed, and ask questions about anything you do not understand.



## Checking Your Home for Lead, continued

In preparing for renovation, repair, or painting work in a pre-1978 home, Lead-Safe Certified renovators (see page 12) may:

- Take paint chip samples to determine if lead-based paint is present in the area planned for renovation and send them to an EPA-recognized lead lab for analysis. In housing receiving federal assistance, the person collecting these samples must be a certified lead-based paint inspector or risk assessor.
- Use EPA-recognized tests kits to determine if lead-based paint is absent (but not in housing receiving federal assistance)
- Presume that lead-based paint is present and use lead-safe work practices

There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency for more information, visit [epa.gov/lead](http://epa.gov/lead), or call 1-800-424-LEAD (5323) for a list of contacts in your area.<sup>3</sup>

<sup>3</sup> Hearing- or speech-challenged individuals may access this number through TTY by

## What You Can Do Now to Protect Your Family

If you suspect that your house has lead-based paint hazards, you can take some immediate steps to reduce your family's risk:

- If you rent, notify your landlord of peeling or chipping paint.
- Keep painted surfaces clean and free of dust. Clean floors, window frames, window sills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner. (Remember: never mix ammonia and bleach products together because they can form a dangerous gas.)
- Carefully clean up paint chips immediately without creating dust.
- Thoroughly rinse sponges and mop heads often during cleaning of dirty or dusty areas, and again afterward.
- Wash your hands and your children's hands often, especially before they eat and before nap time and bed time.
- Keep play areas clean. Wash bottles, pacifiers, toys, and stuffed animals regularly.
- Keep children from chewing window sills or other painted surfaces, or eating soil.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe Certified renovation firms (see page 12).
- Clean or remove shoes before entering your home to avoid tracking in lead from soil.
- Make sure children avoid fatty (or high fat) foods and eat nutritious meals high in iron and calcium. Children with good diets absorb less lead.

## Reducing Lead Hazards

Disturbing lead-based paint or removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.



- In addition to day-to-day cleaning and good nutrition, you can temporarily reduce lead-based paint hazards by taking actions, such as repairing damaged painted surfaces and planting grass to cover lead-contaminated soil. These actions are not permanent solutions and will need ongoing attention.
- You can minimize exposure to lead when renovating, repairing, or painting by hiring an EPA- or state-certified renovator who is trained in the use of lead-safe work practices. If you are a do-it-yourselfer, learn how to use lead-safe work practices in your home.
- To remove lead hazards permanently, you should hire a certified lead abatement contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not permanent control.

**Always use a certified contractor who is trained to address lead hazards safely.**

- Hire a Lead-Safe Certified firm (see page 12) to perform renovation, repair, or painting (RRP) projects that disturb painted surfaces.
- To correct lead hazards permanently, hire a certified lead abatement professional. This will ensure your contractor knows how to work safely and has the proper equipment to clean up thoroughly.

Certified contractors will employ qualified workers and follow strict safety rules as set by their state or by the federal government.

## Reducing Lead Hazards, continued

If your home has had lead abatement work done or if the housing is receiving federal assistance, once the work is completed, dust cleanup activities must be conducted until clearance testing indicates that lead dust levels are below the following levels:

- 40 micrograms per square foot ( $\mu\text{g}/\text{ft}^2$ ) for floors, including carpeted floors
- 250  $\mu\text{g}/\text{ft}^2$  for interior windows sills
- 400  $\mu\text{g}/\text{ft}^2$  for window troughs

For help in locating certified lead abatement professionals in your area, call your state or local agency (see pages 14 and 15), or visit [epa.gov/lead](http://epa.gov/lead), or call 1-800-424-LEAD.

## Renovating, Remodeling, or Repairing (RRP) a Home with Lead-Based Paint

If you hire a contractor to conduct renovation, repair, or painting (RRP) projects in your pre-1978 home or childcare facility (such as pre-school and kindergarten), your contractor must:

- Be a Lead-Safe Certified firm approved by EPA or an EPA-authorized state program
- Use qualified trained individuals (Lead-Safe Certified renovators) who follow specific lead-safe work practices to prevent lead contamination
- Provide a copy of EPA's lead hazard information document, *The Lead-Safe Certified Guide to Renovate Right*



RRP contractors working in pre-1978 homes and childcare facilities must follow lead-safe work practices that:

- **Contain the work area.** The area must be contained so that dust and debris do not escape from the work area. Warning signs must be put up, and plastic or other impermeable material and tape must be used.
- **Avoid renovation methods that generate large amounts of lead-contaminated dust.** Some methods generate so much lead-contaminated dust that their use is prohibited. They are:
  - Open-flame burning or torching
  - Sanding, grinding, planing, needle gunning, or blasting with power tools and equipment not equipped with a shroud and HEPA vacuum attachment and
  - Using a heat gun at temperatures greater than 1100°F
- **Clean up thoroughly.** The work area should be cleaned up daily. When all the work is done, the area must be cleaned up using special cleaning methods.
- **Dispose of waste properly.** Collect and seal waste in a heavy duty bag or sheeting. When transported, ensure that waste is contained to prevent release of dust and debris.

## Other Sources of Lead

While paint, dust, and soil are the most common sources of lead, other lead sources also exist:

- **Drinking water.** Your home might have plumbing with lead or lead solder. You cannot see, smell, or taste lead, and boiling your water will not get rid of lead. If you think your plumbing might contain lead:
  - Use only cold water for drinking and cooking.
  - Run water for 15 to 30 seconds before drinking it, especially if you have not used your water for a few hours.

Call your local health department or water supplier to find out about testing your water, or visit [epa.gov/lead](http://epa.gov/lead) for EPA's lead in drinking water information.
- **Lead smelters** or other industries that release lead into the air.
- **Your job.** If you work with lead, you could bring it home on your body or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.
- **Hobbies** that use lead, such as making pottery or stained glass, or refinishing furniture. Call your local health department for information about hobbies that may use lead.
- Old **toys** and **furniture** may have been painted with lead-containing paint. Older toys and other children's products may have parts that contain lead.<sup>4</sup>
- Food and liquids cooked or stored in **lead crystal** or **lead-glazed pottery or porcelain** may contain lead.
- Folk remedies, such as "**greta**" and "**azarcon**," used to treat an upset stomach.

<sup>4</sup> In 1978, the federal government banned toys, other children's products, and furniture with lead-containing paint (16 CFR 1303). In 2008, the federal government banned lead in most children's products. The federal government currently bans lead in

## For More Information

### The National Lead Information Center

Learn how to protect children from lead poisoning and get other information about lead hazards on the Web at [epa.gov/lead](http://epa.gov/lead) and [hud.gov/lead](http://hud.gov/lead), or call **1-800-424-LEAD (5323)**.

### EPA's Safe Drinking Water Hotline

For information about lead in drinking water, call **1-800-426-4791**, or visit [epa.gov/lead](http://epa.gov/lead) for information about lead in drinking water.

### Consumer Product Safety Commission (CPSC) Hotline

For information on lead in toys and other consumer products, or to report an unsafe consumer product or a product-related injury, call **1-800-638-2772**, or visit CPSC's website at [cpsc.gov](http://cpsc.gov) or [saferproducts.gov](http://saferproducts.gov).

### State and Local Health and Environmental Agencies

Some states, tribes, and cities have their own rules related to lead-based paint. Check with your local agency to see which laws apply to you. Most agencies can also provide information on finding a lead abatement firm in your area, and on possible sources of financial aid for reducing lead hazards. Receive up-to-date address and phone information for your state or local contacts on the Web at [epa.gov/lead](http://epa.gov/lead), or contact the National Lead Information Center at **1-800-424-LEAD**.

Hearing- or speech-challenged individuals may access any of the phone numbers in this brochure through TTY by calling the toll-free Federal Relay Service at **1-800-877-8339**.

## U. S. Environmental Protection Agency (EPA) Regional Offices

The mission of EPA is to protect human health and the environment. Your Regional EPA Office can provide further information regarding regulations and lead protection programs.

### Region 1 (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)

Regional Lead Contact  
U.S. EPA Region 1  
5 Post Office Square, Suite 100, OES 05-4  
Boston, MA 02109-3912  
(888) 372-7341

### Region 2 (New Jersey, New York, Puerto Rico, Virgin Islands)

Regional Lead Contact  
U.S. EPA Region 2  
2890 Woodbridge Avenue  
Building 205, Mail Stop 225  
Edison, NJ 08837-3679  
(732) 321-6671

### Region 3 (Delaware, Maryland, Pennsylvania, Virginia, DC, West Virginia)

Regional Lead Contact  
U.S. EPA Region 3  
1650 Arch Street  
Philadelphia, PA 19103  
(215) 814-2088

### Region 4 (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)

Regional Lead Contact  
U.S. EPA Region 4  
AFC Tower, 12th Floor, Air, Pesticides & Toxics  
61 Forsyth Street, SW  
Atlanta, GA 30303  
(404) 562-8998

### Region 5 (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)

Regional Lead Contact  
U.S. EPA Region 5 (OT-BJ)  
77 West Jackson Boulevard  
Chicago, IL 60604-3666  
(312) 886-7836

### Region 6 (Arkansas, Louisiana, New Mexico, Oklahoma, Texas, and 66 Tribes)

Regional Lead Contact  
U.S. EPA Region 6  
1445 Ross Avenue, 12th Floor  
Dallas, TX 75202-2733  
(214) 665-2704

### Region 7 (Iowa, Kansas, Missouri, Nebraska)

Regional Lead Contact  
U.S. EPA Region 7  
11201 Renner Blvd.  
WWPD/DOPE  
Lenexa, KS 66219  
(800) 223-0425

### Region 8 (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)

Regional Lead Contact  
U.S. EPA Region 8  
1595 Wynkoop St.  
Denver, CO 80202  
(303) 312-6966

### Region 9 (Arizona, California, Hawaii, Nevada)

Regional Lead Contact  
U.S. EPA Region 9 (CMD-4-2)  
75 Hawthorne Street  
San Francisco, CA 94105  
(415) 947-4280

### Region 10 (Alaska, Idaho, Oregon, Washington)

Regional Lead Contact  
U.S. EPA Region 10  
Solid Waste & Toxics Unit (WCM-128)  
1200 Sixth Avenue, Suite 900  
Seattle, WA 98101  
(206) 553-1200

## Consumer Product Safety Commission (CPSC)

The CPSC protects the public against unreasonable risk of injury from consumer products through education, safety standards activities, and enforcement. Contact CPSC for further information regarding consumer product safety and regulations.

### CPSC

4330 East West Highway  
Bethesda, MD 20814-4421  
1-800-638-2772  
cpsc.gov or saferproducts.gov

## U. S. Department of Housing and Urban Development (HUD)

HUD's mission is to create strong, sustainable, inclusive communities and quality affordable homes for all. Contact HUD's Office of Healthy Homes and Lead Hazard Control for further information regarding the Lead Safe Housing Rule, which protects families in pre-1978 assisted housing, and for the lead hazard control and research grant programs.

### HUD

451 Seventh Street, SW, Room 8236  
Washington, DC 20410-3000  
(202) 402-7698  
hud.gov/offices/lead/

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U. S. EPA Washington DC 20460  
U. S. CPSC Bethesda MD 20814  
U. S. HUD Washington DC 20410

EPA-747-K-12-001  
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REPORTS OF COMMITTEES

34939

## **IMPORTANT!**

### **Lead From Paint, Dust, and Soil in and Around Your Home Can Be Dangerous if Not Managed Properly**

- Children under 6 years old are most at risk for lead poisoning in your home.
- Lead exposure can harm young children and babies even before they are born.
- Homes, schools, and child care facilities built before 1978 are likely to contain lead-based paint.
- Even children who seem healthy may have dangerous levels of lead in their bodies.
- Disturbing surfaces with lead-based paint or removing lead-based paint improperly can increase the danger to your family.
- People can get lead into their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.
- People have many options for reducing lead hazards. Generally, lead-based paint that is in good condition is not a hazard (see page 10).







Rahm Emanuel  
Mayor

## CITY OF CHICAGO RESIDENTIAL LANDLORD AND TENANT ORDINANCE SUMMARY



At initial offering, this Summary of the ordinance must be attached to every written rental agreement and also upon initial offering for renewal. The Summary must also be given to a tenant at initial offering of an oral agreement, whether the agreement is new or a renewal. Unless otherwise noted, all provisions are effective as of November 6, 1986. (Mun. Code Ch. 5-12-170)

**IMPORTANT: IF YOU SEEK TO EXERCISE RIGHTS UNDER THE ORDINANCE, OBTAIN A COPY OF THE ENTIRE ORDINANCE TO DETERMINE APPROPRIATE REMEDIES AND PROCEDURES. CONSULTING AN ATTORNEY WOULD ALSO BE ADVISABLE. FOR A COPY OF THE ORDINANCE, VISIT THE CITY CLERK'S OFFICE ROOM 107, CITY HALL, 121 N. LASALLE, CHICAGO, ILLINOIS.**

### IMPORTANT NOTICE

**A message about porch safety:** The porch or deck of this building should be designed for a live load of up to 100 lbs. per square foot, and is safe only for its intended use. Protect your safety. Do not overload the porch or deck. If you have questions about porch or deck safety, call the City of Chicago non-emergency number, 3-1-1.

### WHAT RENTAL UNITS ARE COVERED BY THE ORDINANCE? (MUN. CODE CH. 5-12-010 & 5-12-020)

- Rental units with written or oral leases (including all subsidized units such as CHA, IHDA, Section 8 Housing Choice Vouchers, etc.)
- EXCEPT**
  - Units in owner occupied buildings with six or fewer units.
  - Units in hotels, motels, rooming houses, unless rent is paid on a monthly basis and unit is occupied for more than 32 days.
  - School dormitory rooms, shelters, employee's quarters, non-residential rental properties.
  - Owner occupied co-ops and condominiums.

### WHAT ARE THE TENANT'S GENERAL DUTIES UNDER THE ORDINANCE? (MUN. CODE CH. 5-12-040)

The tenant, the tenant's family and invited guests must comply with all obligations imposed specifically upon tenants by the Municipal Code, including:

- Buying and installing working batteries in smoke and carbon monoxide detectors within tenant's apartment.
- Keeping the unit safe and clean.
- Using all equipment and facilities in a reasonable manner.
- Not deliberately or negligently damaging the unit.
- Not disturbing other residents.

### LANDLORD'S RIGHT OF ACCESS (MUN. CODE CH. 5-12-050)

- A tenant shall permit reasonable access to a landlord upon receiving two days notice by mail, telephone, written notice or other means designed in good faith to provide notice.
- A general notice to all affected tenants may be given in the event repair work on common areas or other units may require such access.
- In the event of emergency or where repairs elsewhere unexpectedly require access, the landlord must provide notice within two days after entry.

### SECURITY DEPOSITS AND PREPAID RENT (MUN. CODE CH. 5-12-080 AND 5-12-081)

- A landlord must give a tenant a receipt for a security deposit including the owner's name, the date it was received and a description of the dwelling unit. The receipt must be signed by the person accepting the security deposit.
- However, if the security deposit is paid by means of an electronic funds transfer, the landlord has the option to give an electronic receipt. The electronic receipt must describe the dwelling unit, state the amount and date of the deposit, and have an electronic or digital signature. (eff. 10-8-10)
- However, the landlord may accept the payment of the first month's rent and the security deposit in one check or one electronic funds transfer and deposit such rent and security deposit into one account, if the landlord within 5 days of such acceptance transfers the security deposit into a separate account. (eff. 10-8-10)
- A landlord must hold all security deposits in a federally insured interest-bearing account in a financial institution located in Illinois. Security deposits and interest thereon shall not be commingled with the assets of the landlord.
- A written rental agreement must specify the financial institution where the security deposit will be deposited. If there is no written rental agreement, the landlord must in writing provide such information to the tenant within 14 days of the receipt of the security deposit. If the security deposit is transferred to another financial institution, the landlord must notify the tenant within 14 days of the transfer the name and address of the new financial institution. (eff. 10-8-10)

**SECURITY DEPOSITS AND PREPAID RENT {MUN. CODE CH. 5-12-080 AND 5-12-081} (cont.)**

- A landlord must pay interest each year on security deposits and prepaid rent held more than six months. (eff. 1-1-92)
- The rate of interest a landlord must pay is set each year by the City Comptroller. (eff. 7-1-97)
- Before expenses for damages can be deducted from the security deposit, the landlord must provide the tenant with an itemized statement of the damages within 30 days of the date the tenant vacates the dwelling unit.
- A landlord must return all security deposits and required interest, if any, minus unpaid rent and expenses for damages, within 45 days from the date the tenant vacates the unit.
- In the event of a fire, a landlord must return all security deposit and required interest, if any, minus unpaid rent and expenses for damages, within seven days from the date that the tenant provides notice of termination of the rental agreement. (eff. 1-1-92)
- In the event of a sale or any other disposition of residential real property by a landlord, the successor landlord is liable to the tenant for any security deposit or prepaid rent paid to the original landlord. The successor landlord must notify the tenant, in writing, within 14 days from the disposition that the deposit or prepaid rent was transferred to the successor landlord. The original landlord remains liable for the deposit or prepaid rent until the original landlord transfers the deposit or prepaid rent to the successor landlord and provides proper notice of such transfer to the tenant. (Mun. Code Ch. 5-12-080 (e) eff. 5-18-10)
- Subject to correcting a deficient amount of interest paid to a tenant on a security deposit if a landlord fails to comply with specified security deposit requirements the tenant shall be awarded damages in an amount equal to two times the security deposit plus interest. (eff. 10-8-10)

**WHAT ARE THE LANDLORD'S GENERAL DUTIES UNDER THE ORDINANCE?**

- To give tenant written notice of the owner's or manager's name, address and telephone number. {Mun. Code Ch. 5-12-090}
- Within seven (7) days of being served a foreclosure complaint an owner or landlord of a premises that is the subject of the foreclosure complaint shall disclose, in writing, to all tenants of the premises that a foreclosure action has been filed. The owner or landlord shall also notify of a foreclosure suit, in writing, before a tenant signs a lease. {Mun. Code Ch. 5-12-095 eff. 11-05-08}
- To give new or renewing tenants notice of:
  - 1) Code citations issued by the City in the previous 12 months;
  - 2) Pending Housing Court or administrative hearing actions;
  - 3) Water, electrical or gas service shut-offs to the building during entire occupancy. {Mun. Code Ch. 5-12-100}
- To maintain the property in compliance with all applicable provisions of the Municipal Code. {Mun. Code Ch. 5-12-070}
- To not require a tenant to renew an agreement more than 90 days before the existing agreement terminates. (eff. 1-1-92) {Mun. Code Ch. 5-12-130 (i)}
- To provide a tenant with at least 30 days written notice if the rental agreement will not be renewed. If the landlord fails to give the required written notice, the tenant may remain in the dwelling unit for 60 days under the same terms and conditions as the last month of the existing agreement. (eff. 1-1-92) {Mun. Code Ch. 5-12-130 (j)}
- To not enforce prohibited lease provisions. {Mun. Code Ch. 5-12-140}

**TENANT REMEDIES {MUN. CODE CH. 5-12-110}****Minor Defects**

- If the landlord fails to maintain the property in compliance with the Code and the tenant or the tenant's family or guests are not responsible for the failure, the tenant may:
  - 1) Request in writing that the landlord make repairs within 14 days, and if the landlord fails to do so the tenant may withhold an amount of rent that reasonably reflects the reduced value of the unit. Rent withholding begins from the fifteenth day until repairs are made; OR
  - 2) Request in writing that the landlord make repairs within 14 days and if the landlord fails to do so the tenant may have the repairs made and deduct up to \$500 or 1/2 of the month's rent, whichever is more, but not to exceed one month's rent. Repairs must be done in compliance with the Code. Receipt for the repairs must be given to the landlord and no more than the cost of the repairs can be deducted from the rent; and also
  - 3) File suit against the landlord for damages and injunctive relief.

**Major Defects**

- If the landlord fails to maintain the property in compliance with the Code, and the failure renders the premises not reasonably fit and habitable, the tenant may request in writing that the landlord make repairs within 14 days. If after 14 days repairs are not made, the tenant may immediately terminate the lease. Tenant must deliver possession and move out in 30 days or tenant's notice is considered withdrawn. (eff. 1-1-92)

**FAILURE TO PROVIDE ESSENTIAL SERVICES (HEAT, RUNNING OR HOT WATER, ELECTRICITY, GAS OR PLUMBING) {MUN. CODE CH. 5-12-110(f)}**

- If, contrary to the lease, an essential service is not provided, or if the landlord fails to maintain the building in material compliance with the Code to such an extent that such failure constitutes an immediate danger to the health and safety of the tenant, and the tenant or tenant's family or guests are not responsible for such failure, after giving written notice, the tenant may do ONE of the following:
  - 1) Procure substitute service, and upon presenting paid receipts to the landlord, deduct the cost from the rent; OR
  - 2) File suit against the landlord and recover damages based on the reduced value of the dwelling unit; OR
  - 3) Procure substitute housing and be excused from paying rent for that period. The tenant may also recover from the landlord the cost of substitute housing up to an amount equal to the monthly rent for each month or portion thereof; OR
  - 4) Request that the landlord correct the failure within 24 hours and if the landlord fails to do so, withhold the monthly rent an amount that reasonably reflects the reduced value of its premises. Rent withholding cannot start until after the 24 hours expires and applies only to days past the 24-hour waiting period; OR (eff. 1-1-92)

- 5) Request that the landlord correct the failure within 72 hours and if the landlord fails to do so, terminate the rental agreement. If the rental agreement is terminated, the tenant must deliver possession and move out within 30 days or the notice of termination is considered withdrawn. (eff. 1-1-92)

**Note: Remedies 4) and 5) may not be used if the failure is due to the utility provider's failure to provide service.** For the purposes of this section only, the notice a tenant provides must be in writing, delivered to the address the landlord has given the tenant as an address to which notices should be sent. If the landlord does not inform the tenant of an address, the tenant may deliver written notice to the last known address of the landlord or by any other reasonable means designed in good faith to provide written notice to the landlord. (eff. 1-1-92)

#### **FIRE OR CASUALTY DAMAGE {MUN. CODE CH. 5-12-110 (g)}**

- If a fire damages the unit to an extent that it is in material noncompliance with the Code and the tenant, tenant's family or guests are not responsible for the fire or accident, the tenant may:
  - 1) Move out immediately, but if this is done, the tenant must provide written notice to the landlord of the intention to terminate within 14 days after moving out.
  - 2) The tenant may stay in the unit, if it is legal, but if the tenant stays and cannot use a portion of the unit because of damage, the rent may be reduced to reflect the reduced value of the unit.
  - 3) If the tenant stays, and the landlord fails to diligently carry out the work, the tenant may notify the landlord, in writing, within 14 days after the tenant becomes aware that the work is not being diligently carried out, of the tenant's intention to terminate the rental agreement and move out.

#### **SUBLEASES {MUN. CODE CH. 5-12-120}**

- The landlord must accept a reasonable subtenant offered by the tenant without charging additional fees.
- If a tenant moves prior to the end of the rental agreement, the landlord must make a good faith effort to find a new tenant at a fair rent.
- If the landlord is unsuccessful in re-renting the unit, the tenant remains liable for the rent under the rental agreement, as well as the landlord's cost of advertising.

#### **WHAT HAPPENS IF A TENANT PAYS RENT LATE? {MUN. CODE CH. 5-12-140 (b)}**

- If the tenant fails to pay rent on time, the landlord may charge a late fee of \$10.00 per month on rents under \$500 plus 5 percent per month on that part of the rent that exceeds \$500.00 (i.e., for a \$450.00 monthly rent the late fee is \$10.00, for a \$700 monthly rent the late fee is \$10 plus 5% of \$200.00 or \$20.00 total) (eff. 1-1-92)

#### **WHAT HAPPENS IF A TENANT PAYS RENT DUE AFTER THE EXPIRATION OF THE TIME PERIOD SET FORTH IN A TERMINATION NOTICE? {MUN. CODE CH. 5-12-140 (g) CH. 5-12-130 (g)}**

- If the landlord accepts the rent due knowing that there is a default in payment, the tenant may stay.

#### **LANDLORD REMEDIES {MUN. CODE CH. 5-12-130}**

- If the tenant fails to pay rent, the landlord, after giving five days written notice to the tenant, may terminate the rental agreement.
- If the tenant fails to comply with the Code or the rental agreement, the landlord, after giving 10 days written notice to the tenant, may terminate the rental agreement if tenant fails to correct the violation.
- If the tenant fails to comply with the Code or the rental agreement, the landlord may request in writing that the tenant comply as promptly as conditions permit in the case of emergency, or within 14 days. If the breach is not corrected in the time period specified, the landlord may enter the dwelling unit and have the necessary work done. In this case, the tenant shall be responsible for all costs of repairs.

#### **LOCKOUTS {MUN. CODE CH. 5-12-160}**

This section applies to every residential rental unit in Chicago. There are no exceptions.

- It is illegal for a landlord to lock out a tenant, or change locks, or remove doors of a rental unit, or cut off heat, utility or water service, or to do anything which interferes with the tenant's use of the apartment.
- All lockouts are illegal and the Police Department is responsible for enforcement against such illegal activity. (eff. 1-1-92) (Police Special Order 93-12)
- The landlord shall be fined \$200 to \$500 for each day the lockout occurs or continues.
- The tenant may sue the landlord to recover possession of the unit and twice the actual damages sustained or two months' rent, whichever is greater.

#### **PROHIBITION ON RETALIATORY CONDUCT BY LANDLORD {MUN. CODE CH. 5-12-150}**

- A tenant has the right to complain or testify in good faith about their tenancy to governmental agencies or officials, police, media, community groups, tenant unions or the landlord. A landlord is prohibited from retaliating by terminating or threatening to terminate a tenancy, increasing rent, decreasing services, bringing or threatening to bring an eviction action, or refusing to renew a lease agreement.

#### **ATTORNEY'S FEES {MUN. CODE CH. 5-12-180}**

- Except in eviction actions, the prevailing plaintiff in any action arising from the application of this Ordinance shall be entitled to recover all court costs and reasonable attorney's fees. (eff. 1-1-92)

#### **WHERE CAN I GET A COPY OF THE ORDINANCE?**

- For a copy of the Ordinance, visit the Office of the City Clerk, Room 107, City Hall, 121 North LaSalle Street, Chicago, Illinois or view it at the Municipal Reference Library, Harold Washington Library, 5th Floor, 400 S. State Street, Chicago, Illinois.

# ***Chicago* Rents Right**

**Good Tenants, Good Landlords, Great Neighborhoods!**

**For more information, please call 312-742-RENT (7368)**



**RESIDENTIAL LANDLORD AND TENANT ORDINANCE**  
**Rate of Interest on Security Deposits**

**Municipal Code Chapters 5-12-080, 5-12-081 and 5-12-170**

- A landlord must give a tenant a receipt for a security deposit that includes the owner's name, the date it was received and a description of the dwelling unit. The receipt must be signed by the person accepting the security deposit.
- A landlord must pay interest each year on security deposits (eff. 11-6-86) and prepaid rent (eff. 1-1-92) held more than six months.
- The rate of interest that a landlord must pay is set each year by the City Comptroller. (eff. 7-1-97)
- Before a landlord can deduct expenses for damages from the security deposit, the landlord must provide the tenant with an itemized statement of the damages within 30 days of the date the tenant vacates the dwelling unit.
- Within 45 days of the date the tenant vacates the dwelling unit, a landlord must return all security deposit and required interest, if any, minus unpaid rent and expenses for damages.
- In the event of fire, a landlord must return all security deposit and required interest, if any, minus unpaid rent and expenses for damages, within seven days from the date that the tenant provides notice of termination of the rental agreement. (eff. 1-1-92).

Under Chapter 5-12 of the Municipal Code of Chicago sections 5-12-081 and 5-12-082, the City Comptroller shall calculate and announce on the first business day of each year, the rate of interest to be paid on security deposits. As of **January 1, 2016**, based on information from the City Comptroller's Office, the interest rate to be paid on security deposits is 0.01%. The rate is based upon the average of the rates of interest of the following types of accounts at Chase Bank, which is the commercial bank having the most branches located in the City of Chicago: savings account 0.01 percent, insured Money Market 0.01 percent and six-month Certificate of Deposit (based on a deposit of \$1,000) 0.01 percent.

**Security Deposit Interest Rate**

Jan. 1, 2016 through Dec. 31, 2016: 0.01%

|              |                      |
|--------------|----------------------|
| 2015: 0.01%  | 2006: 1.71%          |
| 2014: 0.013% | 2005: 1.01%          |
| 2013: 0.023% | 2004: 0.42%          |
| 2012: 0.057% | 2003: 0.52%          |
| 2011: 0.073% | 2002: 0.83%          |
| 2010: 0.073% | 2001: 3.10%          |
| 2009: 0.12%  | 2000: 2.71%          |
| 2008: 1.26%  | 1999: 2.63%          |
| 2007: 1.68%  | Pre-July 1998: 3.38% |

For a copy of the complete Residential Landlord and Tenant Ordinance, visit the Office of the City Clerk, Room 107, City Hall, 121 N. LaSalle St. For a copy of the Residential Landlord and Tenant Ordinance Summary, visit the Department of Planning and Development, 121 N. LaSalle St. #1000, Chicago.



# ORDENANZA DE RESIDENCIAS PARA DUEÑOS E INQUILINOS (ARRENDATARIOS)

## Tarifa de Interes en Depositos de Seguridad

### Codigo Municipal. Capitulo 5-12-080, 5-12-081 Y 5-12-170

- El dueño del edificio (propietario) debe darle a su inquilino (arrendatario) un recibo por Depósito de Seguridad que incluya el nombre de la persona, la fecha cuando fue recibido y la descripción de la unidad (casa) que esta rentando. El recibo debe ser firmado por la persona aceptando el depósito de seguridad.
- El dueño del edificio debe pagar interes cada año en el depósito de seguridad (eff. 1-1-86) y renta en la prepagada (eff. 1-1-92) retenida por mas de seis meses.
- La tarifa de interes que el dueño del edificio debe pagar es fijada cada año por el Controlador de la Ciudad. (eff. 7-1-97).
- Antes que el dueño del edificio pueda deducir los gastos por daños del depósito de seguridad, el dueño del edificio debera proporcionar a su inquilino (arrendatario) una declaración detallada de los artículos dañados, dentro de los 30 días de la fecha que el inquilino (arrendatario) deje vacante la unidad que rentaba.
- Dentro de los 45 días de la fecha que el inquilino (arrendatario) deje vacante la unidad o casa, el dueño del edificio debera devolver todos los depósitos de seguridad y el interes requerido, si lo hay, menos la renta sin pagar y los gastos por los daños.
- En el evento de fuego, el dueño del edificio debera devolver todos los depósitos de seguridad y el interes requerido, si lo hay, menos la renta sin pagar y los gastos por daños, dentro de los siete días en que el inquilino (arrendatario) proporcionó notificación de terminación del acuerdo de renta. (eff. 1-1-92)

Bajo el Capítulo 5-12 del Código Municipal de Chicago, secciones 5-12-081 y 5-12-082, el controlador de la Ciudad debera calcular y anunciar con el primer día de negocios de cada año, la tarifa de interes con la que los depósitos de seguridad seran pagados. Empezando Enero 1, del 2016 basado en la información de la Oficina del Controlador (City Comptroller's Office), la tarifa de interes en depósitos de seguridad es de 0.01%. Esta tarifa esta basada en un promedio del interes de las cuentas de ahorros regulares de los siguientes tipos de cuentas de Chase Bank, el cual es el banco comercial que tiene mas sucursales localizadas en la Ciudad de Chicago: Libras de Ahorros 0.01 por ciento; Dinero Asegurado por la Bolsa 0.01 por ciento; y Certificado de Deposito por seis meses (basado en depósitos de \$1,000) 0.01 por ciento.

### **Security Deposit Interest Rate**

Jan. 1, 2016 through Dec. 31, 2016: 0.01%

|              |                      |
|--------------|----------------------|
| 2015: 0.01%  | 2006: 1.71%          |
| 2014: 0.013% | 2005: 1.01%          |
| 2013: 0.023% | 2004: 0.42%          |
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| 2009: 0.12%  | 2000: 2.71%          |
| 2008: 1.26%  | 1999: 2.63%          |
| 2007: 1.68%  | Pre-July 1998: 3.38% |

Para una copia de la Ordenanza de Residencias para Dueños e Inquilinos, visite la oficina del City Clerk, Cuarto 107, City Hall, 121 N. LaSalle St. Para una copia del resumen de la Ordenanza de Residencias para Dueños e Inquilinos, visite La Ciudad de Chicago, Departamento de Desarrollo y Planificación Urbana, 121 N. LaSalle St. #1000, Chicago.

**CITY OF CHICAGO**  
**Department of Planning and Development**  
**Lease Rider**

This Lease Rider ("Rider") is hereby made a part of that certain Chicago Residential Lease ("CAR Form") to which it is attached which identifies a landlord ("Landlord") and a tenant ("Tenant") for the apartment identified therein (the "Apartment"). The CAR Form together with all attachments, including but not limited to this Rider, shall be referred to collectively as the "Lease." In the event of any conflict between the terms and provisions of this Rider and the remainder of the Lease, the terms of this Rider shall control the Lease in all respects, and such conflicting provisions of the CAR Form shall be deemed to be null and void and of no effect.

The Landlord and the Tenant hereby acknowledge that the Apartment is financed in part with funds provided by the City of Chicago.

The following terms and provisions are hereby fully incorporated into the Lease:

1. The Lease shall not be for a term less than one year, unless specified by mutual agreement of the Landlord and Tenant.
2. The Lease does not and shall not be construed to contain any of the following prohibited terms and conditions:
  - a) Agreement to be sued. Agreement by the tenant to be sued, to admit guilt, or to a judgment in favor of the owner in a lawsuit brought in connection with the lease.
  - b) Treatment of property. Agreement by the tenant that the owner may take, hold, or sell personal property of household members without notice to the tenant and a court decision on the rights of the parties. This prohibition, however, does not apply to an agreement by the tenant concerning disposition of personal property remaining in the housing unit after the tenant has moved out of the unit. The owner may dispose of this personal property in accordance with State and local law.
  - c) Excusing owner from responsibility. Agreement by the tenant not to hold the owner or the owner's agents legally responsible for any action or failure to act, whether intentional or negligent.
  - d) Waiver of notice. Agreement of the tenant that the owner may institute a lawsuit without notice to the tenant.
  - e) Waiver of legal proceedings. Agreement by the tenant that the owner may evict the tenant or household members without instituting a civil court proceeding in which the tenant has the opportunity to present a defense, or before a court decision on the rights of the parties.
  - f) Waiver of a jury trial. Agreement by the tenant to waive any right to a trial by jury.
  - g) Waiver of right to appeal court decision. Agreement by the tenant to waive the tenant's right to appeal, or to otherwise challenge in court, a court decision in connection with the lease.
  - h) Tenant chargeable with cost of legal actions regardless of outcome. Agreement by the tenant to pay attorney's fees or other legal costs even if the tenant wins in a court proceeding by the owner against the tenant. The tenant, however, may be obligated to pay costs if the tenant loses.
  - i) Mandatory supportive services. Agreement by the tenant (other than a tenant in transitional housing) to accept supportive services that are offered.

To the extent that any of the prohibited terms and conditions listed above or any violations of any applicable regulations are contained within the provisions of the Lease, or in any policies applicable to the Apartment, in the sole determination of the City of Chicago, such provisions are hereby stricken and shall be deemed to be null and void and of no effect.

Tenant acknowledges receipt of any drug-free housing policies of the Landlord applicable to the Apartment and agrees to abide by such policies in compliance with any applicable law.

Tenant certifies the accuracy of the statements made in the Tenant Income Certification attachment incorporated into this Lease and agrees that the family income and other eligibility requirements shall be deemed substantial and material obligations of his or her tenancy, and that the Tenant will comply with all requests for information with respect thereto from the Landlord, the City of Chicago or the United States Department of Housing and Urban Development. Tenant acknowledges that failure to provide accurate information regarding family income and other eligibility requirements or refusal to comply with a request for information with respect thereto shall be deemed a substantial violation of an obligation of his or her tenancy.

Termination of tenancy or refusal to renew the lease is only permitted for serious or repeated violation of the terms and conditions of the lease; for violation of applicable Federal, State, or local law; for completion of the tenancy period for transitional housing or failure to follow any required transitional housing supportive services plan; or for other good cause. Good cause does not include an increase in the Tenant's income or refusal of the Tenant to purchase the housing.

To terminate or refuse to renew tenancy, the Landlord shall serve written notice upon the Tenant specifying the grounds for the action at least 30 days before the termination of tenancy.

**CITY OF CHICAGO**  
**Department of Planning and Development**

Standard Form Lease Rider 2016



**ANNUAL INCOME CERTIFICATION/RECERTIFICATION**  
(TO BE COMPLETED BY OWNER/MANAGEMENT)



**TENANT INCOME CERTIFICATION**

☐ Initial Certification ☐ Recertification ☐ Other \_\_\_\_\_

Effective Date: \_\_\_\_\_

Move-in Date: 0  
(MM/DD/YYYY)

**PART I. DEVELOPMENT DATA**

Property Name: \_\_\_\_\_ TC #: \_\_\_\_\_  
Property Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
BIN #: \_\_\_\_\_ County: \_\_\_\_\_ Unit Number: \_\_\_\_\_ # Bedrooms: \_\_\_\_\_

**PART II. HOUSEHOLD COMPOSITION**

| HH Mbr # | Last Name | First Name & Middle Initial | Relationship to Head of Household | Date of Birth (MM/DD/YYYY) | F/T Student (Y or N) | Social Security or Alien Reg. No. |
|----------|-----------|-----------------------------|-----------------------------------|----------------------------|----------------------|-----------------------------------|
| 1        |           |                             | HEAD                              |                            |                      |                                   |
| 2        |           |                             |                                   |                            |                      |                                   |
| 3        |           |                             |                                   |                            |                      |                                   |
| 4        |           |                             |                                   |                            |                      |                                   |
| 5        |           |                             |                                   |                            |                      |                                   |
| 6        |           |                             |                                   |                            |                      |                                   |
| 7        |           |                             |                                   |                            |                      |                                   |

**PART III. GROSS ANNUAL INCOME (USE ANNUAL AMOUNTS)**

| HH Mbr # | (A) Employment or Wages | (B) Soc. Security/Pensions | (C) Public Assistance | (D) Other Income |
|----------|-------------------------|----------------------------|-----------------------|------------------|
| 1        |                         |                            |                       |                  |
| 2        |                         |                            |                       |                  |
|          |                         |                            |                       |                  |
|          |                         |                            |                       |                  |
| TOTALS   | \$                      | \$                         | \$                    | \$               |

Add totals from (A) through (D), above

TOTAL INCOME (E): \$

**PART IV. INCOME FROM ASSETS**

| HH Mbr #                                                           | (F) Type of Asset | (G) C/I | (H) Cash Value of Asset | (I) Annual Income from Asset |
|--------------------------------------------------------------------|-------------------|---------|-------------------------|------------------------------|
| 1                                                                  |                   |         |                         |                              |
| 2                                                                  |                   |         |                         |                              |
| 3                                                                  |                   |         |                         |                              |
|                                                                    |                   |         |                         |                              |
|                                                                    |                   |         |                         |                              |
| TOTALS:                                                            |                   |         | \$                      | \$                           |
| Enter Column (H) Total                                             |                   |         |                         |                              |
| If over \$5000 \$ _____ X Currently 2.00% = (J) Imputed Income     |                   |         |                         | \$                           |
| Enter the greater of the total of column I, or J: imputed income   |                   |         |                         |                              |
| TOTAL INCOME FROM ASSETS (K)                                       |                   |         |                         | \$                           |
| (L) Total Annual Household Income from all Sources [Add (E) + (K)] |                   |         |                         | \$                           |

| PART V. DETERMINATION OF INCOME ELIGIBILITY                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                                                                                                                           |                                                                                                                                                                                                                                 |                                                                                                                                                                                    |                 |   |  |  |  |   |  |  |  |   |  |  |  |   |  |  |  |   |  |  |  |   |  |  |  |   |  |  |  |                                                                                                                                                                                                                                                                                                                                                                                                                                             |  |           |  |   |       |   |                        |   |                               |   |       |   |                                      |   |       |                                                                                                                                                                                                                                                                |                |  |   |                    |   |                        |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|---|--|--|--|---|--|--|--|---|--|--|--|---|--|--|--|---|--|--|--|---|--|--|--|---|--|--|--|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|-----------|--|---|-------|---|------------------------|---|-------------------------------|---|-------|---|--------------------------------------|---|-------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|--|---|--------------------|---|------------------------|
| <b>TOTAL ANNUAL HOUSEHOLD INCOME FROM ALL SOURCES:</b><br>From item (L) on page 1 <span style="border: 1px solid black; padding: 2px 20px;">\$</span>                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                                                                                                                           | <b>RECERTIFICATION ONLY:</b><br>Current Income Limit x 140%: \$<br>Household income exceeds 140% at recertification:<br><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No                                     |                                                                                                                                                                                    |                 |   |  |  |  |   |  |  |  |   |  |  |  |   |  |  |  |   |  |  |  |   |  |  |  |   |  |  |  |                                                                                                                                                                                                                                                                                                                                                                                                                                             |  |           |  |   |       |   |                        |   |                               |   |       |   |                                      |   |       |                                                                                                                                                                                                                                                                |                |  |   |                    |   |                        |
| Current Income Limit per Family Size: \$                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                           | Household Meets Income Restriction at:<br><input type="checkbox"/> 60% <input type="checkbox"/> 50%<br><input type="checkbox"/> 40% <input type="checkbox"/> 30%<br><input type="checkbox"/> Other %                            |                                                                                                                                                                                    |                 |   |  |  |  |   |  |  |  |   |  |  |  |   |  |  |  |   |  |  |  |   |  |  |  |   |  |  |  |                                                                                                                                                                                                                                                                                                                                                                                                                                             |  |           |  |   |       |   |                        |   |                               |   |       |   |                                      |   |       |                                                                                                                                                                                                                                                                |                |  |   |                    |   |                        |
| Household Income at Move-in: \$                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                           | Household Size at Move-in:                                                                                                                                                                                                      |                                                                                                                                                                                    |                 |   |  |  |  |   |  |  |  |   |  |  |  |   |  |  |  |   |  |  |  |   |  |  |  |   |  |  |  |                                                                                                                                                                                                                                                                                                                                                                                                                                             |  |           |  |   |       |   |                        |   |                               |   |       |   |                                      |   |       |                                                                                                                                                                                                                                                                |                |  |   |                    |   |                        |
| PART VI. RENT                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                                                           |                                                                                                                                                                                                                                 |                                                                                                                                                                                    |                 |   |  |  |  |   |  |  |  |   |  |  |  |   |  |  |  |   |  |  |  |   |  |  |  |   |  |  |  |                                                                                                                                                                                                                                                                                                                                                                                                                                             |  |           |  |   |       |   |                        |   |                               |   |       |   |                                      |   |       |                                                                                                                                                                                                                                                                |                |  |   |                    |   |                        |
| Tenant Paid Rent \$                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                           | Rent Assistance: \$                                                                                                                                                                                                             |                                                                                                                                                                                    |                 |   |  |  |  |   |  |  |  |   |  |  |  |   |  |  |  |   |  |  |  |   |  |  |  |   |  |  |  |                                                                                                                                                                                                                                                                                                                                                                                                                                             |  |           |  |   |       |   |                        |   |                               |   |       |   |                                      |   |       |                                                                                                                                                                                                                                                                |                |  |   |                    |   |                        |
| Utility Allowance \$                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                           | Other non-optional charges: \$                                                                                                                                                                                                  |                                                                                                                                                                                    |                 |   |  |  |  |   |  |  |  |   |  |  |  |   |  |  |  |   |  |  |  |   |  |  |  |   |  |  |  |                                                                                                                                                                                                                                                                                                                                                                                                                                             |  |           |  |   |       |   |                        |   |                               |   |       |   |                                      |   |       |                                                                                                                                                                                                                                                                |                |  |   |                    |   |                        |
| <b>GROSS RENT FOR UNIT:</b><br>(Tenant paid rent plus Utility Allowance & other non-optional charges) <span style="border: 1px solid black; padding: 2px 20px;">\$</span>                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                                                                                                                                           | Unit Meets Rent Restriction at:<br><input type="checkbox"/> 60% <input type="checkbox"/> 50% <input type="checkbox"/> 40% <input type="checkbox"/> 30% <input checked="" type="checkbox"/> Other %                              |                                                                                                                                                                                    |                 |   |  |  |  |   |  |  |  |   |  |  |  |   |  |  |  |   |  |  |  |   |  |  |  |   |  |  |  |                                                                                                                                                                                                                                                                                                                                                                                                                                             |  |           |  |   |       |   |                        |   |                               |   |       |   |                                      |   |       |                                                                                                                                                                                                                                                                |                |  |   |                    |   |                        |
| Maximum Rent Limit for this unit:<br>(as of recertification effective date) \$                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                                           |                                                                                                                                                                                                                                 |                                                                                                                                                                                    |                 |   |  |  |  |   |  |  |  |   |  |  |  |   |  |  |  |   |  |  |  |   |  |  |  |   |  |  |  |                                                                                                                                                                                                                                                                                                                                                                                                                                             |  |           |  |   |       |   |                        |   |                               |   |       |   |                                      |   |       |                                                                                                                                                                                                                                                                |                |  |   |                    |   |                        |
| PART VII. STUDENT STATUS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                           |                                                                                                                                                                                                                                 |                                                                                                                                                                                    |                 |   |  |  |  |   |  |  |  |   |  |  |  |   |  |  |  |   |  |  |  |   |  |  |  |   |  |  |  |                                                                                                                                                                                                                                                                                                                                                                                                                                             |  |           |  |   |       |   |                        |   |                               |   |       |   |                                      |   |       |                                                                                                                                                                                                                                                                |                |  |   |                    |   |                        |
| <b>ARE ALL OCCUPANTS FULL TIME STUDENTS?</b><br><input type="checkbox"/> Yes <input type="checkbox"/> No                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                           | If yes, Enter student explanation*<br>(also attach documentation)<br><div style="border: 1px solid black; padding: 2px; width: fit-content;">Enter 1-5</div>                                                                    |                                                                                                                                                                                    |                 |   |  |  |  |   |  |  |  |   |  |  |  |   |  |  |  |   |  |  |  |   |  |  |  |   |  |  |  |                                                                                                                                                                                                                                                                                                                                                                                                                                             |  |           |  |   |       |   |                        |   |                               |   |       |   |                                      |   |       |                                                                                                                                                                                                                                                                |                |  |   |                    |   |                        |
| *Student Explanation:<br>1 TANF assistance<br>2 Job Training Program<br>3 Single parent/dependent child<br>4 Married/joint return<br>5 Former Foster Child                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                                                                                                                           |                                                                                                                                                                                                                                 |                                                                                                                                                                                    |                 |   |  |  |  |   |  |  |  |   |  |  |  |   |  |  |  |   |  |  |  |   |  |  |  |   |  |  |  |                                                                                                                                                                                                                                                                                                                                                                                                                                             |  |           |  |   |       |   |                        |   |                               |   |       |   |                                      |   |       |                                                                                                                                                                                                                                                                |                |  |   |                    |   |                        |
| PART VIII. PROGRAM TYPE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                           |                                                                                                                                                                                                                                 |                                                                                                                                                                                    |                 |   |  |  |  |   |  |  |  |   |  |  |  |   |  |  |  |   |  |  |  |   |  |  |  |   |  |  |  |                                                                                                                                                                                                                                                                                                                                                                                                                                             |  |           |  |   |       |   |                        |   |                               |   |       |   |                                      |   |       |                                                                                                                                                                                                                                                                |                |  |   |                    |   |                        |
| Mark the program(s) listed below (a. through e.) for which this household's unit will be counted toward the property's occupancy requirements. Under each program marked, indicate the household's income status as established by this certification/recertification.                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                           |                                                                                                                                                                                                                                 |                                                                                                                                                                                    |                 |   |  |  |  |   |  |  |  |   |  |  |  |   |  |  |  |   |  |  |  |   |  |  |  |   |  |  |  |                                                                                                                                                                                                                                                                                                                                                                                                                                             |  |           |  |   |       |   |                        |   |                               |   |       |   |                                      |   |       |                                                                                                                                                                                                                                                                |                |  |   |                    |   |                        |
| <b>a. Tax Credit</b> <input type="checkbox"/><br><br>See Part V above.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | <b>b. HOME</b> <input type="checkbox"/><br><br><b>Income Status</b><br><input type="checkbox"/> ≤ 50% AMGI<br><input type="checkbox"/> ≤ 60% AMGI<br><input type="checkbox"/> ≤ 80% AMGI<br><input type="checkbox"/> OI** | <b>c. Tax Exempt</b> <input type="checkbox"/><br><br><b>Income Status</b><br><input type="checkbox"/> ≤ 50% AMGI<br><input type="checkbox"/> ≤ 60% AMGI<br><input type="checkbox"/> ≤ 80% AMGI<br><input type="checkbox"/> OI** | <b>d. AHDP</b> <input type="checkbox"/><br><br><b>Income Status</b><br><input type="checkbox"/> ≤ 50% AMGI<br><input type="checkbox"/> ≤ 80% AMGI<br><input type="checkbox"/> OI** |                 |   |  |  |  |   |  |  |  |   |  |  |  |   |  |  |  |   |  |  |  |   |  |  |  |   |  |  |  |                                                                                                                                                                                                                                                                                                                                                                                                                                             |  |           |  |   |       |   |                        |   |                               |   |       |   |                                      |   |       |                                                                                                                                                                                                                                                                |                |  |   |                    |   |                        |
| <b>e. Other</b> <input type="checkbox"/><br>(Name of Program)<br><b>Income Status</b><br><input type="checkbox"/> _____<br><input type="checkbox"/> _____<br><input type="checkbox"/> OI**                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                                                                                                                           |                                                                                                                                                                                                                                 |                                                                                                                                                                                    |                 |   |  |  |  |   |  |  |  |   |  |  |  |   |  |  |  |   |  |  |  |   |  |  |  |   |  |  |  |                                                                                                                                                                                                                                                                                                                                                                                                                                             |  |           |  |   |       |   |                        |   |                               |   |       |   |                                      |   |       |                                                                                                                                                                                                                                                                |                |  |   |                    |   |                        |
| ** Upon recertification, household was determined over-income (OI) according to eligibility requirements of the program(s) marked above.                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                           |                                                                                                                                                                                                                                 |                                                                                                                                                                                    |                 |   |  |  |  |   |  |  |  |   |  |  |  |   |  |  |  |   |  |  |  |   |  |  |  |   |  |  |  |                                                                                                                                                                                                                                                                                                                                                                                                                                             |  |           |  |   |       |   |                        |   |                               |   |       |   |                                      |   |       |                                                                                                                                                                                                                                                                |                |  |   |                    |   |                        |
| PART IX. HOUSEHOLD DEMOGRAPHIC                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                                           |                                                                                                                                                                                                                                 |                                                                                                                                                                                    |                 |   |  |  |  |   |  |  |  |   |  |  |  |   |  |  |  |   |  |  |  |   |  |  |  |   |  |  |  |                                                                                                                                                                                                                                                                                                                                                                                                                                             |  |           |  |   |       |   |                        |   |                               |   |       |   |                                      |   |       |                                                                                                                                                                                                                                                                |                |  |   |                    |   |                        |
| <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>HH Mbr #</th> <th>Race Code</th> <th>Ethnicity Code</th> <th>Disabled? (Y/N)</th> </tr> </thead> <tbody> <tr><td>1</td><td></td><td></td><td></td></tr> <tr><td>2</td><td></td><td></td><td></td></tr> <tr><td>3</td><td></td><td></td><td></td></tr> <tr><td>4</td><td></td><td></td><td></td></tr> <tr><td>5</td><td></td><td></td><td></td></tr> <tr><td>6</td><td></td><td></td><td></td></tr> <tr><td>7</td><td></td><td></td><td></td></tr> </tbody> </table> | HH Mbr #                                                                                                                                                                                                                  | Race Code                                                                                                                                                                                                                       | Ethnicity Code                                                                                                                                                                     | Disabled? (Y/N) | 1 |  |  |  | 2 |  |  |  | 3 |  |  |  | 4 |  |  |  | 5 |  |  |  | 6 |  |  |  | 7 |  |  |  | <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th colspan="2">Race Code</th> </tr> </thead> <tbody> <tr><td>1</td><td>White</td></tr> <tr><td>2</td><td>Black/African American</td></tr> <tr><td>3</td><td>American Indian/Alaska Native</td></tr> <tr><td>4</td><td>Asian</td></tr> <tr><td>5</td><td>Native Hawaiian/other Pacific Island</td></tr> <tr><td>6</td><td>Other</td></tr> </tbody> </table> |  | Race Code |  | 1 | White | 2 | Black/African American | 3 | American Indian/Alaska Native | 4 | Asian | 5 | Native Hawaiian/other Pacific Island | 6 | Other | <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th colspan="2">Ethnicity Code</th> </tr> </thead> <tbody> <tr><td>1</td><td>Hispanic or Latino</td></tr> <tr><td>2</td><td>Not Hispanic or Latino</td></tr> </tbody> </table> | Ethnicity Code |  | 1 | Hispanic or Latino | 2 | Not Hispanic or Latino |
| HH Mbr #                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Race Code                                                                                                                                                                                                                 | Ethnicity Code                                                                                                                                                                                                                  | Disabled? (Y/N)                                                                                                                                                                    |                 |   |  |  |  |   |  |  |  |   |  |  |  |   |  |  |  |   |  |  |  |   |  |  |  |   |  |  |  |                                                                                                                                                                                                                                                                                                                                                                                                                                             |  |           |  |   |       |   |                        |   |                               |   |       |   |                                      |   |       |                                                                                                                                                                                                                                                                |                |  |   |                    |   |                        |
| 1                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                                           |                                                                                                                                                                                                                                 |                                                                                                                                                                                    |                 |   |  |  |  |   |  |  |  |   |  |  |  |   |  |  |  |   |  |  |  |   |  |  |  |   |  |  |  |                                                                                                                                                                                                                                                                                                                                                                                                                                             |  |           |  |   |       |   |                        |   |                               |   |       |   |                                      |   |       |                                                                                                                                                                                                                                                                |                |  |   |                    |   |                        |
| 2                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                                           |                                                                                                                                                                                                                                 |                                                                                                                                                                                    |                 |   |  |  |  |   |  |  |  |   |  |  |  |   |  |  |  |   |  |  |  |   |  |  |  |   |  |  |  |                                                                                                                                                                                                                                                                                                                                                                                                                                             |  |           |  |   |       |   |                        |   |                               |   |       |   |                                      |   |       |                                                                                                                                                                                                                                                                |                |  |   |                    |   |                        |
| 3                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                                           |                                                                                                                                                                                                                                 |                                                                                                                                                                                    |                 |   |  |  |  |   |  |  |  |   |  |  |  |   |  |  |  |   |  |  |  |   |  |  |  |   |  |  |  |                                                                                                                                                                                                                                                                                                                                                                                                                                             |  |           |  |   |       |   |                        |   |                               |   |       |   |                                      |   |       |                                                                                                                                                                                                                                                                |                |  |   |                    |   |                        |
| 4                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                                           |                                                                                                                                                                                                                                 |                                                                                                                                                                                    |                 |   |  |  |  |   |  |  |  |   |  |  |  |   |  |  |  |   |  |  |  |   |  |  |  |   |  |  |  |                                                                                                                                                                                                                                                                                                                                                                                                                                             |  |           |  |   |       |   |                        |   |                               |   |       |   |                                      |   |       |                                                                                                                                                                                                                                                                |                |  |   |                    |   |                        |
| 5                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                                           |                                                                                                                                                                                                                                 |                                                                                                                                                                                    |                 |   |  |  |  |   |  |  |  |   |  |  |  |   |  |  |  |   |  |  |  |   |  |  |  |   |  |  |  |                                                                                                                                                                                                                                                                                                                                                                                                                                             |  |           |  |   |       |   |                        |   |                               |   |       |   |                                      |   |       |                                                                                                                                                                                                                                                                |                |  |   |                    |   |                        |
| 6                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                                           |                                                                                                                                                                                                                                 |                                                                                                                                                                                    |                 |   |  |  |  |   |  |  |  |   |  |  |  |   |  |  |  |   |  |  |  |   |  |  |  |   |  |  |  |                                                                                                                                                                                                                                                                                                                                                                                                                                             |  |           |  |   |       |   |                        |   |                               |   |       |   |                                      |   |       |                                                                                                                                                                                                                                                                |                |  |   |                    |   |                        |
| 7                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                                           |                                                                                                                                                                                                                                 |                                                                                                                                                                                    |                 |   |  |  |  |   |  |  |  |   |  |  |  |   |  |  |  |   |  |  |  |   |  |  |  |   |  |  |  |                                                                                                                                                                                                                                                                                                                                                                                                                                             |  |           |  |   |       |   |                        |   |                               |   |       |   |                                      |   |       |                                                                                                                                                                                                                                                                |                |  |   |                    |   |                        |
| Race Code                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                                                                                                                                           |                                                                                                                                                                                                                                 |                                                                                                                                                                                    |                 |   |  |  |  |   |  |  |  |   |  |  |  |   |  |  |  |   |  |  |  |   |  |  |  |   |  |  |  |                                                                                                                                                                                                                                                                                                                                                                                                                                             |  |           |  |   |       |   |                        |   |                               |   |       |   |                                      |   |       |                                                                                                                                                                                                                                                                |                |  |   |                    |   |                        |
| 1                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | White                                                                                                                                                                                                                     |                                                                                                                                                                                                                                 |                                                                                                                                                                                    |                 |   |  |  |  |   |  |  |  |   |  |  |  |   |  |  |  |   |  |  |  |   |  |  |  |   |  |  |  |                                                                                                                                                                                                                                                                                                                                                                                                                                             |  |           |  |   |       |   |                        |   |                               |   |       |   |                                      |   |       |                                                                                                                                                                                                                                                                |                |  |   |                    |   |                        |
| 2                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Black/African American                                                                                                                                                                                                    |                                                                                                                                                                                                                                 |                                                                                                                                                                                    |                 |   |  |  |  |   |  |  |  |   |  |  |  |   |  |  |  |   |  |  |  |   |  |  |  |   |  |  |  |                                                                                                                                                                                                                                                                                                                                                                                                                                             |  |           |  |   |       |   |                        |   |                               |   |       |   |                                      |   |       |                                                                                                                                                                                                                                                                |                |  |   |                    |   |                        |
| 3                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | American Indian/Alaska Native                                                                                                                                                                                             |                                                                                                                                                                                                                                 |                                                                                                                                                                                    |                 |   |  |  |  |   |  |  |  |   |  |  |  |   |  |  |  |   |  |  |  |   |  |  |  |   |  |  |  |                                                                                                                                                                                                                                                                                                                                                                                                                                             |  |           |  |   |       |   |                        |   |                               |   |       |   |                                      |   |       |                                                                                                                                                                                                                                                                |                |  |   |                    |   |                        |
| 4                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Asian                                                                                                                                                                                                                     |                                                                                                                                                                                                                                 |                                                                                                                                                                                    |                 |   |  |  |  |   |  |  |  |   |  |  |  |   |  |  |  |   |  |  |  |   |  |  |  |   |  |  |  |                                                                                                                                                                                                                                                                                                                                                                                                                                             |  |           |  |   |       |   |                        |   |                               |   |       |   |                                      |   |       |                                                                                                                                                                                                                                                                |                |  |   |                    |   |                        |
| 5                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Native Hawaiian/other Pacific Island                                                                                                                                                                                      |                                                                                                                                                                                                                                 |                                                                                                                                                                                    |                 |   |  |  |  |   |  |  |  |   |  |  |  |   |  |  |  |   |  |  |  |   |  |  |  |   |  |  |  |                                                                                                                                                                                                                                                                                                                                                                                                                                             |  |           |  |   |       |   |                        |   |                               |   |       |   |                                      |   |       |                                                                                                                                                                                                                                                                |                |  |   |                    |   |                        |
| 6                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Other                                                                                                                                                                                                                     |                                                                                                                                                                                                                                 |                                                                                                                                                                                    |                 |   |  |  |  |   |  |  |  |   |  |  |  |   |  |  |  |   |  |  |  |   |  |  |  |   |  |  |  |                                                                                                                                                                                                                                                                                                                                                                                                                                             |  |           |  |   |       |   |                        |   |                               |   |       |   |                                      |   |       |                                                                                                                                                                                                                                                                |                |  |   |                    |   |                        |
| Ethnicity Code                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                                           |                                                                                                                                                                                                                                 |                                                                                                                                                                                    |                 |   |  |  |  |   |  |  |  |   |  |  |  |   |  |  |  |   |  |  |  |   |  |  |  |   |  |  |  |                                                                                                                                                                                                                                                                                                                                                                                                                                             |  |           |  |   |       |   |                        |   |                               |   |       |   |                                      |   |       |                                                                                                                                                                                                                                                                |                |  |   |                    |   |                        |
| 1                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Hispanic or Latino                                                                                                                                                                                                        |                                                                                                                                                                                                                                 |                                                                                                                                                                                    |                 |   |  |  |  |   |  |  |  |   |  |  |  |   |  |  |  |   |  |  |  |   |  |  |  |   |  |  |  |                                                                                                                                                                                                                                                                                                                                                                                                                                             |  |           |  |   |       |   |                        |   |                               |   |       |   |                                      |   |       |                                                                                                                                                                                                                                                                |                |  |   |                    |   |                        |
| 2                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Not Hispanic or Latino                                                                                                                                                                                                    |                                                                                                                                                                                                                                 |                                                                                                                                                                                    |                 |   |  |  |  |   |  |  |  |   |  |  |  |   |  |  |  |   |  |  |  |   |  |  |  |   |  |  |  |                                                                                                                                                                                                                                                                                                                                                                                                                                             |  |           |  |   |       |   |                        |   |                               |   |       |   |                                      |   |       |                                                                                                                                                                                                                                                                |                |  |   |                    |   |                        |

**HOUSEHOLD CERTIFICATION & SIGNATURES**

The information on this form will be used to determine maximum income eligibility. I/we have provided for each person(s) set forth in Part II acceptable verification of current anticipated annual income. I/we agree to notify the landlord immediately upon any member of the household moving out of the unit or any new member moving in. I/we agree to notify the landlord immediately upon any member becoming a full time student. I/we agree to provide upon request source documents evidencing the income and other information disclosed above. I/we consent and authorize the disclosure of such information and any such source documents to the City, County or IHDA and HUD and any agent acting on their behalf. I/we understand that the submission of this information is one of the requirements for tenancy and does not constitute an approval of my application, or my acceptance as a tenant.

Under penalties of perjury, I/we certify that the information presented in this Certification is true and accurate to the best of my/our knowledge and belief. The undersigned further understands that providing false representations herein constitutes an act of fraud. False, misleading or incomplete information may result in the termination of the lease agreement.

\_\_\_\_\_  
Signature\_\_\_\_\_  
(Date)\_\_\_\_\_  
Signature\_\_\_\_\_  
(Date)\_\_\_\_\_  
Signature\_\_\_\_\_  
(Date)\_\_\_\_\_  
Signature\_\_\_\_\_  
(Date)**SIGNATURE OF OWNER/REPRESENTATIVE**

Based on the representations herein and upon the proofs and documentation required to be submitted, the individual(s) named in Part II of this Tenant Income Certification is/are eligible under the provisions of Section 42 of the Internal Revenue Code, as amended, the Land Use Restriction Agreement (if applicable), and Section 1602 Program requirements (if applicable) to live in a unit in this Project.

\_\_\_\_\_  
SIGNATURE OF OWNER/REPRESENTATIVE\_\_\_\_\_  
DATE

## INSTRUCTIONS FOR COMPLETING TENANT INCOME CERTIFICATION

*This form is to be completed by the owner or an authorized representative.*

### Part I - Development Data

Check the appropriate box for Initial Certification (move-in), Recertification (annual recertification), or Other. If Other, designate the purpose of the recertification (i.e., a unit transfer, a change in household composition, or other state-required recertification).

|                  |                                                                                                                                                                                                                                          |
|------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Move-in Date     | Enter the date the tenant has or will take occupancy of the unit.                                                                                                                                                                        |
| Effective Date   | Enter the effective date of the certification. For move-in, this should be the move-in date. For annual recertification, this effective date should be no later than one year from the effective date of the previous (re)certification. |
| Property Name    | Enter the name of the development.                                                                                                                                                                                                       |
| County           | Enter the county (or equivalent) in which the building is located.                                                                                                                                                                       |
| BIN #            | Enter the Building Identification Number (BIN) assigned to the building (from IRS Form 8609).                                                                                                                                            |
| TC #             | Enter the Tax Credit Identification Number for the development.                                                                                                                                                                          |
| Property Address | Enter the address of the building.                                                                                                                                                                                                       |
| Unit Number      | Enter the unit number.                                                                                                                                                                                                                   |
| # Bedrooms       | Enter the number of bedrooms in the unit.                                                                                                                                                                                                |

### Part II - Household Composition

List all occupants of the unit. State each household member's relationship to the head of household by using one of the following coded definitions:

|                       |                                |
|-----------------------|--------------------------------|
| H - Head of household | S - Spouse                     |
| A - Adult co-tenant   | O - Other family member        |
| C - Child             | F - Foster child(ren)/adult(s) |
| L - Live-in caretaker | N - None of the above          |

Enter the date of birth, student status, and social security number or alien registration number for each occupant.

*If there are more than 7 occupants, use an additional sheet of paper to list the remaining household members and attach it to the certification.*

### Part III - Annual Income

See HUD Handbook 4350.3 for complete instructions on verifying and calculating income, including acceptable forms of verification.

From the third party verification forms obtained from each income source, enter the gross amount anticipated to be received for the twelve months from the effective date of the (re)certification. Indicate the anticipated income from all sources received by the family head and spouse (even if temporarily absent) and by each additional member of the family age 18 or older. Complete a separate line for each income-earning member. List the respective household member number from Part II.

|            |                                                                                                                                                                  |
|------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Column (A) | Enter the annual amount of wages, salaries, tips, commissions, bonuses, and other income from employment; distributed profits and/or net income from a business. |
| Column (B) | Enter the annual amount of Social Security, Supplemental Security Income, pensions, military retirement, etc.                                                    |
| Column (C) | Enter the annual amount of income received from public assistance (i.e., TANF, general assistance, disability, etc.).                                            |
| Column (D) | Enter the annual amount of alimony, child support, unemployment benefits, or any other income regularly received by the household.                               |
| Row (E)    | Add the totals from columns (A) through (D), above. Enter this amount.                                                                                           |

#### Part IV - Income from Assets

See HUD Handbook 4350.3 for complete instructions on verifying and calculating income from assets, including acceptable forms of verification.

From the third party verification forms obtained from each asset source, list the gross amount anticipated to be received during the twelve months from the effective date of the certification. List the respective household member number from Part II and complete a separate line for each member.

|            |                                                                                                                                                                                                                                  |
|------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Column (F) | List the type of asset (i.e., checking account, savings account, etc.)                                                                                                                                                           |
| Column (G) | Enter C (for current, if the family currently owns or holds the asset), or I (for imputed, if the family has disposed of the asset for less than fair market value within two years of the effective date of (re)certification). |
| Column (H) | Enter the cash value of the respective asset.                                                                                                                                                                                    |
| Column (I) | Enter the anticipated annual income from the asset (i.e., savings account balance multiplied by the annual interest rate).                                                                                                       |
| TOTALS     | Add the total of Column (H) and Column (I), respectively.                                                                                                                                                                        |

If the total in Column (H) is greater than \$5,000, you must do an imputed calculation of asset income. Enter the Total Cash Value, multiply by 2% (or current passbook rate, if different) and enter the amount in (J), Imputed Income.

|         |                                                                                       |
|---------|---------------------------------------------------------------------------------------|
| Row (K) | Enter the greater of the total in Column (I) or (J)                                   |
| Row (L) | Total Annual Household Income From all Sources    Add (E) and (K) and enter the total |

#### HOUSEHOLD CERTIFICATION AND SIGNATURES

After all verifications of income and/or assets have been received and calculated, each household member age 18 or older must sign and date the Tenant Income Certification. For move-in, it is recommended that the Tenant Income Certification be signed no earlier than 5 days prior to the effective date of the certification.

#### Part V - Determination of Income Eligibility

|                                                |                                                                |
|------------------------------------------------|----------------------------------------------------------------|
| Total Annual Household Income from all Sources | Enter the number from item (L).                                |
| Current Income Limit per Family Size           | Enter the Current Move-in Income Limit for the household size. |

|                                    |                                                                                                                                                                                                                                                                                                                           |
|------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Household income at move-in        | For recertifications, only. Enter the household income from the move-in certification. On the adjacent line, enter the number of household members from the move-in certification.                                                                                                                                        |
| Household size at move-in          |                                                                                                                                                                                                                                                                                                                           |
| Household Meets Income Restriction | Check the appropriate box for the income restriction that the household meets according to what is required by the set-aside(s) for the project.                                                                                                                                                                          |
| Current Income Limit x 140%        | For recertifications only. Multiply the Current Maximum Move-in Income Limit by 140% and enter the total. Below, indicate whether the household income exceeds that total. If the Gross Annual Income at recertification is greater than 140% of the current income limit, then the available unit rule must be followed. |

#### Part VI - Rent

|                                  |                                                                                                                                                         |
|----------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------|
| Tenant Paid Rent                 | Enter the amount the tenant pays toward rent (not including rent assistance payments such as Section 8).                                                |
| Rent Assistance                  | Enter the amount of rent assistance, if any.                                                                                                            |
| Utility Allowance                | Enter the utility allowance. If the owner pays all utilities, enter zero.                                                                               |
| Other non-optional charges       | Enter the amount of <u>non-optional</u> charges, such as mandatory garage rent, storage lockers, charges for services provided by the development, etc. |
| Gross Rent for Unit              | Enter the total of Tenant Paid Rent plus Utility Allowance and other non-optional charges.                                                              |
| Maximum Rent Limit for this unit | Enter the maximum allowable gross rent for the unit.                                                                                                    |
| Unit Meets Rent Restriction at   | Check the appropriate rent restriction that the unit meets according to what is required by the set-aside(s) for the project.                           |

#### Part VII - Student Status

If all household members are full time\* students, check "yes". If at least one household member is not a full time student, check "no".

If "yes" is checked, the appropriate exemption must be listed in the box to the right. If none of the exemptions apply, the household is ineligible to rent the unit.

*\*Full time is determined by the school the student attends.*

#### Part VIII - Program Type

Mark the program(s) for which this household's unit will be counted toward the property's occupancy requirements. Under each program marked, indicate the household's income status as established by this certification/recertification. If the property does not participate in the HOME, Tax-Exempt Bond, Affordable Housing Disposition, or other housing program, leave those sections blank.

|            |                                                                                                                                                                                                                              |
|------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Tax Credit | See Part V above.                                                                                                                                                                                                            |
| HOME       | If the property participates in the HOME program and the unit this household will occupy will count towards the HOME program set-asides, mark the appropriate box indicating the household's designation.                    |
| Tax Exempt | If the property participates in the Tax Exempt Bond Program, mark the appropriate box indicating the household's designation.                                                                                                |
| AHDP       | If the property participates in the Affordable Housing Disposition Program (AHDP), and this household's unit will count towards the set-aside requirements, mark the appropriate box indicating the household's designation. |

Other If the property participates in any other affordable housing program, complete the information as appropriate.

#### Part IX – Household Demographic

Please ask applicant/resident(s) to provide their demographic information and disability status. If the applicant/resident(s) refuses, it is management's responsibility to complete the information based on observation or derived from other sources.

#### SIGNATURE OF OWNER/REPRESENTATIVE

It is the responsibility of the owner or the owner's representative to sign and date this document immediately following execution by the resident(s).

The responsibility of documenting and determining eligibility (including completing and signing the Tenant Income Certification form) and ensuring such documentation is kept in the tenant file is extremely important and should be conducted by someone well trained in tax credit compliance.

*These instructions should not be considered a complete guide on tax credit compliance. The responsibility for compliance with federal program regulations lies with the owner of the building(s) for which the credit is allowable.*

*Exhibit "F".*  
(To Ordinance)

*Description Of Property.*

[Subject To Survey And Final Title Commitment]

Parcel 1:

Lots 1 through 5 in V.G. William's Subdivision of the south half of Block 1 in Babcock's Subdivision of the west 5 acres of the east 20 acres of that part of the southeast quarter of Section 11, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2:

The east 19 feet of Lot 37, and all of Lots 38 to 42, both inclusive, in Block 1 in Peck's Subdivision of the west 19.48 acres of that part of the southeast quarter of the southeast quarter of Section 11, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Common Address:

3300 West Maypole Avenue  
Chicago, Illinois.

Permanent Index Numbers:

16-11-412-042;

16-11-412-043;

16-11-412-044;

16-11-412-045;

16-11-412-046; and

16-11-412-047.



REDEVELOPMENT AGREEMENT WITH MC CRORY SENIOR APARTMENTS LLC AND FBCC DEVELOPMENT CORP. FOR CONSTRUCTION OF LOW-INCOME SENIOR HOUSING AT 1637, 1639, 1641, 1643, 1647, 1649, 1651, 1653, 1655 AND 1659 W. WASHINGTON BLVD.

[O2016-5425]

The Committee on Finance submitted the following report:

CHICAGO, November 1, 2016.

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

Your Committee on Finance, having had under consideration an ordinance authorizing the Commissioner of the Department of Planning and Development to enter into and execute a redevelopment agreement with McCrory Senior Apartments LLC, 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) EDWARD M. BURKE,  
*Chairman.*

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

Yeas -- Aldermen Moreno, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Beale, Sadlowski Garza, Thompson, Cárdenas, Quinn, Burke, Lopez, Foulkes, D. Moore, Curtis, O'Shea, Cochran, Muñoz, Zalewski, Solis, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Waguespack, Mell, Ramirez-Rosa, Villegas, Sposato, Laurino, O'Connor, Napolitano, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Silverstein -- 44.

Nays -- None.

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

The following is said ordinance as passed:

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

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

WHEREAS, Pursuant to an ordinance adopted by the City Council on February 16, 2000, and published at pages 25277 through 25409 in the *Journal of the Proceedings of the City Council of the City of Chicago* of such date, a certain redevelopment plan and project (the "Original Redevelopment Plan") for the Central West Redevelopment Project Area (the "Redevelopment Area") was approved pursuant to the Illinois Tax Increment Allocation Redevelopment Act, as amended (65 ILCS 5/11-74.4-1, et seq.) (the "Act"); and

WHEREAS, The Redevelopment Plan was amended by an ordinance adopted on March 12, 2008 and published at pages 22072 through 22269 in the *Journal* of such date (the "Amendment"); and

WHEREAS, The Original Redevelopment Plan, as amended by the Amendment, is referred to hereinafter as the "Redevelopment Plan"; and

WHEREAS, Pursuant to an ordinance adopted by the City Council on February 16, 2000, and published at pages 25408 through 25420 in the *Journal* of such date (the "Designation Ordinance"), the Central West Redevelopment Area was designated as a redevelopment project area pursuant to the Act; and

WHEREAS, The Designation Ordinance was amended by an ordinance adopted on March 12, 2008 and published at pages 22270 through 22281 in the *Journal* of such date; and

WHEREAS, Pursuant to an ordinance (the "TIF Ordinance") adopted by the City Council on February 16, 2000, and published at pages 70509 through 70520 in 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) in the Redevelopment Area incurred pursuant to the Redevelopment Plan; and

WHEREAS, The TIF Ordinance was amended by an ordinance adopted by the City Council on March 12, 2008 and published at pages 22282 through 22292 in the *Journal* of such date; and

WHEREAS, The City is the owner of four vacant parcels of land commonly known as 1637, 1649, 1651 and 1659 West Washington Boulevard, Chicago, Illinois, which are legally described on Exhibit A attached hereto and located in the Area (collectively, the "City Land"); and

WHEREAS, McCrory Senior Apartments LLC, an Illinois limited liability company (the "Developer"), has or will have a leasehold interest in certain real property adjacent to the City Land and commonly known as 1639, 1641, 1643, 1647, 1653, and 1655 West Washington Boulevard, Chicago, Illinois, which is legally described on Exhibit B attached hereto (collectively, the "Developer Parcels"); and

WHEREAS, FBCC Development Corporation (NFP), an Illinois not-for-profit corporation ("Sponsor"), desires to purchase the City Land for the sum of Four and no/100 Dollars (\$4.00) (i.e., \$1.00 per parcel), which amount is approximately Six Hundred Ninety-seven Thousand Four Hundred Eighty-nine Dollars (\$697,489) less than the appraised fair market value of the City Land, and to immediately lease the City Land to the Developer; and

WHEREAS, Developer proposes to construct on the City Land and the Developer Parcels (the City Land and the Developer Parcels, collectively, the "Property") a multi-family housing project which will consist of 62 affordable rental units and related common areas (the "Project"); and

WHEREAS, By Resolution Number 16-037-21, adopted by the Plan Commission of the City (the "Plan Commission") on May 19, 2016, the Plan Commission recommended the sale of the City Land; and

WHEREAS, By Resolution Number 16-CDC-14 adopted on May 10, 2016, the Community Development Commission authorized the Department of Planning and Development (the "Department") to advertise the City's intent to negotiate the sale and redevelopment of the City Land and to request responsive alternative proposals; and

WHEREAS, Public notices advertising the intent of the Department to enter into a negotiated sale with the Developer and requesting alternative proposals appeared in the *Chicago Sun-Times* on May 13, 20 and 27, 2016; and

WHEREAS, No alternative proposals have been received by the deadline indicated in the aforesaid notice; and

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

WHEREAS, The Developer will be obligated to undertake the Project in accordance with the terms and conditions of a proposed redevelopment agreement to be executed by the Developer, and one or more related, affiliated entities of the Developer to be determined prior to execution of such agreement 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 Redevelopment Area (as defined in the TIF Ordinance, as amended), pursuant to Section 5/11-74.4-8(b) of the Act; and

WHEREAS, The Illinois General Assembly pursuant to 20 ILCS 3805/7.28 (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"); now, therefore,

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

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

2. Developer Designation. The Developer and/or one or more affiliates of the Developer is hereby designated as the developer for the Project pursuant to Section 5/11-74.4-4 of the Act.

3. Redevelopment Agreement. The sale of the City Land to the Sponsor (for immediate lease to the Developer) in the amount of Four and no/100 Dollars (\$4.00) is hereby approved. This approval is expressly conditioned upon the City entering into a redevelopment agreement with the Developer and the Sponsor substantially in the form attached hereto as Exhibit C (the "Redevelopment Agreement"). The Commissioner of the Department ("Commissioner") or a designee of the Commissioner is each hereby authorized, with the approval of the City's Corporation Counsel as to form and legality, to negotiate, execute and deliver the Redevelopment Agreement among the City, the Developer and the Sponsor, 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.

4. Deed. The Mayor or his proxy is authorized to execute, and the City Clerk is authorized to attest, one or more quitclaim deeds conveying the City Land to the Sponsor, or to a business entity of which the Sponsor is the sole controlling party or which is comprised of the same principal parties, subject to those covenants, conditions and restrictions set forth in the Redevelopment Agreement to be entered into between the City, the Developer, and one or more related affiliates of the Developer in connection with the Project.

5. Affordable Housing. Section 2-45-110 of the Municipal Code of Chicago (the "Municipal Code") shall not apply to the Project or the Property.

6. Donation Tax Credit Program. The City hereby approves the conveyance of the Property as a donation to the Sponsor from the City under the Donation Tax Credit Program in connection with the Project. The Commissioner or a designee of the Commissioner (the "Authorized Officer") 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 Officer on such terms and conditions as are satisfactory to the Authorized Officer (the "Transfer"). The proceeds, if any, received by the City in connection with the Transfer are hereby appropriated, and the Authorized Officer is hereby authorized to use such proceeds to make a grant to the Sponsor or another entity affiliated with the Sponsor or Developer, in his or her sole discretion (the "Grantee"), for use in connection with the Project (the

"Grant"). The Grantee may loan or capitally contribute the proceeds of the Grant to the Developer 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 to any senior financing on the Property. The Authorized Officer is hereby authorized, subject to approval by the Corporation Counsel, to enter into and execute such agreements and instruments, and perform any and all acts as shall be necessary or advisable in connection with the implementation of the Transfer and the Grant. Upon the execution and receipt of proper documentation, the Authorized Officer is hereby authorized to disburse the proceeds of the Grant to the Developer or another entity affiliated with the Sponsor or Developer, as applicable.

7. Severability. 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.

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

9. No Impairment. All ordinances, resolutions, motions or orders in conflict with this ordinance are hereby repealed to the extent of such conflict. 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 impair the security for or payment of the instruments authorized by this ordinance; provided further, however, that the foregoing shall not be deemed to affect the availability of any other remedy or penalty for violation of any provision of the Municipal Code.

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

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

*Exhibit "A".*  
(To Ordinance)

*Legal Description Of City Land.*

(Subject To Final Title And Survey):

Parcel 1: 1659 West Washington Boulevard

The west 29.75 feet of the northwest quarter of the original Lot 5 in Assessor's Division of part of Lot 2 and all of Lots 3 to 7 in Block 64 in Canal Trustees' Subdivision of Section 7, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

For information purposes only we note:

Permanent Index Number:

17-07-430-001.

Parcel 2: 1651 West Washington Boulevard

The west 19.95 feet of the east 39.90 feet of the north half of Lot 5 in Page and Wood's Subdivision of Block 64 in Canal Trustees' Subdivision of Section 7, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

For information purposes only we note:

Permanent Index Number:

17-07-430-004.

Parcel 3: 1649 West Washington Boulevard

The east 19.91 feet of Lot 8 in Assessor's Division of Lots 3 to 7 and (except the east 30 feet) of Lot 2 in Block 64 of Page and Wood's Subdivision of Blocks 50, 63 and 64 in Canal Trustees' Subdivision of Section 7, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

For information purposes only we note:

Permanent Index Number:

17-07-430-005.

Parcel 4: 1637 West Washington Boulevard

The east 19.43 feet of Lot 4 in Assessor's Division of Lots 3, 4, 5, 6 and 7 and (except the east 30 feet thereof) of Lot 2 in Block 64 of Page and Wood's Subdivision of Blocks 50, 63 and 64 in Canal Trustees' Subdivision of Section 7, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

For information purposes only we note:

Permanent Index Number:

17-07-430-010.

*Exhibit "B".*  
(To Ordinance)

*Legal Description Of Developer Parcels.*

(Subject To Final Title And Survey):

Parcel 1: 1655 West Washington Boulevard

The east 30 feet of the northwest quarter of Lot 5 (except that part taken and used for public alley) in Page and Wood's Subdivision of Section 7, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, also known as the east 30 feet of Lot 9 in Assessor's Division of Lots 3 to 7 and (except the east 30 feet) of Lot 2 in Block 64 in Page and Wood's Subdivision of Blocks 50, 63 and 64 in Canal Trustees' Subdivision of Section 7, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

For information purposes only we note:

Permanent Index Number:

17-07-430-002.

Parcel 2: 1653 West Washington Boulevard

The west one-third of Lot 8 in Assessor's Division of part of Lot 2 and all of Lots 3 to 7 in Block 64 of Page and Wood's Subdivision of Blocks 50, 63 and 64 in Canal Trustees' Subdivision of Section 7, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

For information purposes only we note:

Permanent Index Number:

17-07-430-003.

Parcel 3: 1647 West Washington Boulevard

Lot 7 of Assessor's Division of part of Lot 2 and all of Lots 3 to 7 in Page and Wood's Subdivision of Block 64 in Canal Trustees' Subdivision of Section 7, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

For information purposes only we note:

Permanent Index Number:

17-07-430-006.

Parcel 4: 1643 West Washington Boulevard

Lot 6 in Assessor's Division of Lots 3 to 7 and (except the east 30 feet) of Lot 2 in Block 64 of Page and Wood's Subdivision of Blocks 50, 63 and 64 in Canal Trustees' Subdivision of Section 7, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

For information purposes only we note:

Permanent Index Number:

17-07-430-007.

Parcel 5: 1641 West Washington Boulevard

The west 20.16 feet of Lot 5 in Assessor's Division of Lots 3 to 7 and (except the east 30 feet) of Lot 2 in Block 64 of Page and Wood's Subdivision of Blocks 50, 63 and 64 in Canal Trustees' Subdivision of Section 7, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

For information purposes only we note:

Permanent Index Number:

17-07-430-008.

Parcel 6: 1639 West Washington Boulevard

The west 10.445 feet of Lot 4 and the east 9.715 feet of Lot 5 in Assessor's Division of Lots 3, 4, 5, 6 and 7 and the west part of Lot 2 in Page and Wood's Subdivision of Block 64 in Canal Trustees' Subdivision of Section 7, Township 39 North, Range 14 (except from said above described premises that part thereof taken or used for alley), lying East of the Third Principal Meridian, in Cook County, Illinois.

For information purposes only we note:

Permanent Index Number:

17-07-430-009.



*Exhibit "C".*  
(To Ordinance)

*McCrory Senior Apartments LLC*  
*Redevelopment Agreement.*

This McCrory Senior Apartments, LLC Redevelopment Agreement (this "Agreement") is made as of this \_\_\_\_ day of \_\_\_\_, 20\_\_, by and among the City of Chicago, an Illinois municipal corporation (the "City"), through its Department of Planning and Development ("DPD"), McCrory Senior Apartments, LLC, an Illinois limited liability company (the "Developer"), and FBCC Development Corporation (NFP), an Illinois not-for-profit corporation (the "Sponsor").

RECITALS

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

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

C. City Council Authority: To induce redevelopment pursuant to the Act, the City Council of the City (the "City Council") adopted the following ordinances on February 16, 2000: (1) "An Ordinance of the City of Chicago, Illinois Approving a Redevelopment Plan for the Central West\_\_ Redevelopment Project Area" (the "Plan Adoption Ordinance"); (2) "An Ordinance of the City of Chicago, Illinois Designating the Central West 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 Central West\_\_ Redevelopment Project Area" (the "TIF Adoption Ordinance"). Items (1)-(3) were amended by ordinances adopted on March 12, 2008 and published at pages 222072 through 22292 of the Journal of Proceedings of the City Council of the City for said date (the "Amendments"). Items(1)-(3) above, as amended by the Amendments, are 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: Sponsor intends to purchase (the "Acquisition") certain City-owned property located within the Redevelopment Area, and commonly known as 1637, 1649, 1651 and 1659 West Washington Boulevard, Chicago, Illinois 60612, and legally described on Exhibit B hereto (the "City Land"). Sponsor represents and warrants that on the Closing Date it will own the properties commonly known as 1639, 1641, 1643, 1647, 1653 and 1655 West Washington Boulevard, Chicago, Illinois 60612, and legally described on Exhibit B-1 hereto (the "Sponsor Parcels") (the City Land and the Sponsor Parcels, together, the "Property"). Sponsor will ground lease the Property to the Developer. Within the time frames set forth in Section 3.01 hereof, Developer shall commence and complete construction of an approximately 62-unit affordable housing apartment building for low income senior citizens (the "Facility") on the Property. The Facility and related improvements (including but not limited to those TIF-Funded Improvements as defined below and set forth on Exhibit C) are collectively referred to herein as

the "Project." The completion of the Project would not reasonably be anticipated without the financing contemplated in this Agreement.

E. Redevelopment Plan: The Project will be carried out in accordance with this Agreement and the City of Chicago Central West Redevelopment Project Area Tax Increment Financing District Eligibility Study, Redevelopment Plan and Project (the "Redevelopment Plan") included in the Plan Adoption Ordinance, as amended by the Amendments, and published at pages 25280 - 25394 of the Journal of the Proceedings of the City Council.

F. City Financing: The City agrees to use, in the amounts set forth in Section 4.03 hereof, Incremental Taxes (as defined below), to pay for or reimburse 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; provided however, that in no event shall proceeds of tax-exempt TIF Bonds be used as the source of City Funds if such use would be adverse to the Project.

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 *City Land               |
| 3. The Project                                       | B-1 *Sponsor Parcels       |
| 4. Financing                                         | C *TIF-Funded Improvements |
| 5. Conditions Precedent                              | D intentionally omitted    |
| 6. Agreements with Contractors                       | E Construction Contract    |
| 7. Completion of Construction or Rehabilitation      | F Escrow Agreement         |
| 8. Covenants/Representations/Warranties of Developer | G *Permitted Liens         |
|                                                      | 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 intentionally omitted                                        |
| 14. Maintaining Records/Right to Inspect            | M intentionally omitted                                        |
| 15. Defaults and Remedies                           | N Form of Subordination Agreement                              |
| 16. Mortgaging of the Project                       | O Form of Payment Bond                                         |
| 17. Notice                                          | P Investor Letter                                              |
| 18. Miscellaneous                                   | (An asterisk (*) indicates which exhibits are to be recorded.) |

## SECTION 2. DEFINITIONS

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

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

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

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

"Annual Compliance Report" shall mean a signed report from Developer to the City (a) itemizing each of Developer's obligations under the RDA during the preceding calendar year, (b) certifying Developer's compliance or noncompliance with such obligations, (c) attaching evidence (whether or not previously submitted to the City) of such compliance or noncompliance and (d) certifying that Developer is not in default with respect to any provision of the RDA, the agreements evidencing the Lender Financing, if any, or any related agreements; provided, that the obligations to be covered by the Annual Compliance Report shall include the following: (1) compliance with the Job Creation (Section 8.06), if applicable; (2) delivery of Financial Statements and unaudited financial statements (Section 8.13); (3) delivery of updated insurance certificates, if applicable (Section 8.14); (4) delivery of evidence of payment of Non-Governmental Charges, if applicable (Section 8.15); (5) delivery of evidence that Energy Star Recognition has been obtained (Section 8.23) and (6) compliance with all other executory provisions of the RDA.

"Available Incremental Taxes" means an amount equal to 90% of the Incremental Taxes (as defined below) deposited in the Redevelopment Project Area Special Tax Allocation Fund (as defined below) and not pledged to the Prior Obligations.

"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.

"Citibank" means Citibank, N.A. and its successors and assigns.

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

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

"City Fee" shall mean the fee described in Section 4.05(c) hereof.

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

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

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

"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.

"Davis-Bacon Act" shall mean 40 U.S.C. Section 276a et seq.

"Deed" shall have the meaning set forth in Section 3.13 hereof.

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

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

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

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

"Environmental Remediation Work" shall mean all investigation, sampling, monitoring, testing, reporting, removal (including, excavation, transportation and disposal), response, storage, remediation, treatment and other activities necessary for the performance of the Project, all in accordance with all requirements of IEPA, and all applicable Laws, including, without limitation, all applicable Environmental Laws.

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

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

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

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

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

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

"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.

"MSRB" shall have the meaning set forth in Section 8.27(c) hereof

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

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

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

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

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

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

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

"Prior Obligations" shall mean Incremental Taxes pledged or committed to support the following projects:

Neighborhood Improvement Program (NIP)  
950 W. Monroe, LLC RDA  
Rush University Medical Center RDA  
Horner Homes Phase IIA2 RDA  
Small Business Improvement Fund (SBIF)  
TIF Works  
Modern Schools Bonds Debt Service: Skinner Elementary  
CTA IMD Blue Line Station Improvements

"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.

"Purchase Price" shall have the meaning set forth in Section 3.13 hereof.

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

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

"Redevelopment Project Area Special Tax Allocation Fund" means the special tax allocation fund created by the City in connection with the Redevelopment Area into which the Incremental Taxes will be deposited.

"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.

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

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

"Sponsor Parcels" shall have the meaning set forth in the Recitals hereof.

"Substantial Completion Certificate" means the Certificate of Substantial Completion of Construction described in Section 7.01.

"Survey" shall mean a plat of survey in the most recently revised form of ALTA/ACSM land title survey of the Property, meeting the 2011 Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys, effective February 23, 2011, or another standard acceptable to the City, dated within 75 days prior to the Closing Date, acceptable in form and content to the City and the Title Company, prepared by a surveyor registered in the State of Illinois, certified to the City and the Title Company, and indicating whether the Property is in a flood hazard area as identified by the United States Federal Emergency Management Agency (and updates thereof to reflect improvements to the Property in connection with the construction of the Facility and related improvements as required by the City or lender(s) providing Lender Financing).

"Term of the Agreement" shall mean the period of time commencing on the Closing Date and ending on the date that is the 10-year anniversary of the Closing Date.

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

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

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

"Title Company" shall mean Greater Illinois Title Company.

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

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

"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 December 31, 2016; and (ii) complete construction and conduct business operations therein no later than June 30, 2018, subject to the provisions of Section 18.16 (Force Majeure).

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

3.03 Project Budget. Developer has furnished to DPD, and DPD has approved, a Project Budget showing total costs for the Project in an amount not less than \$17,407,437. Developer hereby certifies to the City that (a) the City Funds, together with Lender Financing and Equity described in Section 4.02 hereof, shall be sufficient to complete the Project; and (b) the Project Budget is true, correct and complete in all material respects. Developer shall promptly deliver to DPD certified copies of any Change Orders with respect to the Project Budget for approval pursuant to Section 3.04 hereof.

3.04 Change Orders. All Change Orders (and documentation substantiating the need and identifying the source of funding therefor) relating to material changes to the Project must be submitted by the Developer to DPD for DPD's prior written approval. The Developer shall not authorize or permit the performance of any work relating to any Change Order or the furnishing of materials in connection therewith prior to the receipt by the Developer of DPD's written approval. The Construction Contract, and each contract between the General Contractor and any subcontractor, shall contain a provision to this effect. An approved Change Order shall not be deemed to imply any obligation on the part of the City to increase the amount of City Funds which the City has pledged pursuant to this Agreement or provide any other additional assistance to the Developer.

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

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

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

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

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

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

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

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

3.13 Conveyance of City Land.

The following provisions shall govern the City's conveyance of the City Land to Sponsor:

(a) Purchase Price. The City hereby agrees to sell, and Sponsor hereby agrees to purchase, upon and subject to the terms and conditions of this Agreement, the City Land, for Four Dollars (\$4.00) per parcel, which equals an aggregate amount of Four Dollars (\$4.00) for the City Land (such Four Dollars, 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. Sponsor shall pay all escrow fees and other title insurance fees, premiums and closing costs. Sponsor acknowledges and agrees that (i) the appraised fair market value of the City Land is approximately Six Hundred Ninety-Seven Thousand Four Hundred Ninety-Three Dollars (\$697,493), and (ii) the City has only agreed to sell the City Land to Sponsor for the Purchase Price because Sponsor and Developer have agreed to execute this Agreement and comply with its terms and conditions.

(b) Form of Deed. The City shall convey the City Land to Sponsor by one or more quitclaim deeds (each such deed, the "**Deed**"), subject to the terms of this Agreement and, without limiting the quitclaim nature of the Deed, the following:

- (i) the Redevelopment Plan, until such plan expires;
- (ii) the standard exceptions in an ALTA title insurance policy;
- (iii) all general real estate taxes and any special assessments or other taxes;
- (iv) all easements, encroachments, covenants and restrictions of record and not shown of record;
- (v) such other title defects as may exist; and
- (vi) any and all exceptions caused by the acts of the Sponsor, its affiliates and their agents.

(c) Title and Survey. Sponsor acknowledges that it has received a commitment for an owner's policy of title insurance for the City Land, Commitment No. \_\_\_\_\_, with an effective date of \_\_\_\_\_, 20\_\_\_\_, issued by the Title Company (the "**City Title Commitment**"), showing the City in title to the City Land. Sponsor shall be solely responsible for and shall pay all costs associated with updating the City Title Commitment (including all search, continuation and later date fees), and obtaining the Title Policy. The City shall have no obligation to cure title defects; provided, however, if there are exceptions for general real estate taxes due or unpaid prior to the Closing Date with respect to the City Land 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 City Land remains subject to any tax liens, or if the City Land is encumbered with any other exceptions that would adversely affect the use and insurability of the City Land for the development of the Project, Sponsor shall have the option to do one of the following: (i) accept title to the City Land subject to the exceptions; or (ii) terminate this Agreement. If Sponsor elects not to terminate this Agreement as aforesaid, Sponsor agrees to accept title subject to all exceptions.

(d) The City Land Closing. The conveyance of the City Land from the City to Sponsor 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 Developer and Sponsor have satisfied all conditions precedent set forth in this Agreement, 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.

(e) Recording Costs. Sponsor shall pay to record the Deed, this Agreement, and any other documents incident to the conveyance of the City Land to the Sponsor.

(f) Phase I ESA. Prior to closing, the Developer shall submit to the City a Phase I Environmental Site Assessment (ESA) completed within 180 days of closing and compliant with ASTM E1527-13. The City shall be an authorized user and be given permission from the Developer and Phase I ESA preparer to rely on the Phase I ESA. The City's Department of Fleet and Facility Management ("2FM") shall have the right to review and approve the sufficiency of the Phase I ESA.

(g) "AS IS" SALE. The Developer acknowledges and agrees that it has had, or will have had, prior to the Closing Date, adequate opportunity to inspect the Property. The Developer agrees to accept the Property in its "as is," "where is" and "with all faults" condition on the Closing Date without any covenant, representation or warranty, express or implied, of any kind, as to the structural, physical or environmental condition of the Property or the suitability of the Property for any purpose whatsoever. The Developer's obligation to purchase the Property is conditioned upon the Developer being satisfied with the condition of the Property for the construction, development and operation of the Project. If the Developer determines that it is not satisfied, in its sole discretion, with the condition of the Property, the condition of title to the Property, the terms imposed upon the Developer in connection with any required governmental approvals, or the Environmental Investigation and/or Remediation requirements described in Section 11, or for any other reason, the Developer may terminate this Agreement by written notice to the City any time prior to the Closing Date, whereupon this Agreement shall be null and void and, except as otherwise specifically provided, neither Party shall have any further right, duty or obligation hereunder. If the Developer elects not to terminate this Agreement pursuant to this Section 3.13(g), the Developer shall be deemed satisfied with the condition of the Property. The Developer hereby acknowledges that, in purchasing the Property, the Developer is relying solely upon its own inspection and other due diligence activities and not upon any information (including, without limitation, environmental studies or reports of any kind) provided by or on behalf of the City or its agents or employees with respect thereto. The Developer agrees that it is the Developer's sole responsibility and obligation to perform any environmental remediation work (defined below) and take such other action as is necessary to put the Property in a condition which is suitable for its intended use.

(h) Release and Indemnification. The Developer, on behalf of itself and the Sponsor, or anyone claiming by, through, or under the Developer or the Sponsor, hereby releases, relinquishes and forever discharges the City from and against any and all Losses which the Developer or the Sponsor 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, arising out of or in any way connected with, directly or indirectly (a) any environmental contamination, pollution or hazards associated with the Property or any improvements, facilities or operations located or formerly located thereon, including, without limitation, any release, emission, discharge, generation, transportation, treatment, storage or disposal of Hazardous Substances, or threatened release, emission or discharge of Hazardous Substances; (b) the structural, physical or environmental condition of the Property, including, without limitation, the presence or suspected presence of Hazardous Substances in, on, under or about the Property or the migration of Hazardous Substances from or to other property, unless the Hazardous Substances migrate from property owned by the City to the Property; (c) any violation of, compliance with, enforcement of or liability under any Environmental Laws, including, without limitation, any Losses arising under CERCLA, and (d) any investigation, cleanup, monitoring, remedial, removal or restoration work required by any federal, state or local governmental agency or political subdivision or other third party in connection or associated with the Property or any improvements, facilities or operations located or formerly located thereon (collectively, "Released Claims"); provided, however, the foregoing release shall not apply to the extent such Losses are caused by the gross negligence or willful misconduct of the City prior to or following the Closing Date. Furthermore, the Developer shall defend, indemnify, and hold the City harmless from and against any and all Losses which may be made or asserted by any third parties arising out of or in any way connected with, directly or indirectly, any of the Released Claims except as provided in the immediately preceding sentence for the City's gross negligence or willful misconduct.

(i) Release Runs with the City Land. The covenant of release in Section 3.13(g) above shall run with the City Land, and shall be binding upon all successors and assigns of the Developer with respect to the City Land, 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 City Land under or through Developer following the date of the Deed. 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 City Land to Sponsor. It is expressly agreed and understood by and between Developer and the City that, should any future obligation of Developer or the Sponsor arise or be alleged to arise in connection with any environmental, soil or other condition of the City Land, Developer and the Sponsor shall not assert that those obligations must be satisfied in whole or in part by the City, because Section 3.12(g) contains a full, complete and final release of all such claims, except as provided in such section for the City's gross negligence or willful misconduct prior to or following the Closing Date.

(j) Ground Lease. Upon the Sponsor's taking title to the Property, it shall immediately ground lease the Property to the Developer

(k) Survival. This Section 3.13 shall survive the Closing Date or any termination of this Agreement (regardless of the reason for such termination).

#### SECTION 4. FINANCING

4.01 Total Project Cost and Sources of Funds. The cost of the Project is estimated to be \$17,407,437, to be applied in the manner set forth in the Project Budget. Such costs shall be funded from the following sources:

| Sources:                                     | Amount:              |
|----------------------------------------------|----------------------|
| City Funds                                   | \$ 3,500,000*        |
| Equity: Donation Tax Credit                  | \$ 846,300           |
| Equity: General Partner                      | \$ 10,100            |
| Equity: Low Income Housing Tax Credit Equity | \$ 12,201,037**      |
| Federal Home Loan Bank                       | \$ 600,000*          |
| Deferred Developer Fee                       | \$ 250,000***        |
| <b>Total Sources</b>                         | <b>\$ 17,407,437</b> |

\*The City anticipates increasing the amount of City Funds up to and not to exceed \$4,100,000 if the Developer does not receive the Federal Home Loan Bank Funds.

\*\*It is anticipated that approximately \$12,000,000 of the Low Income Housing Tax Credit Equity will be bridged during construction with a loan from Citibank.

\*\*\*To be paid from cash flow of the Project.

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

| <u>Source of City Funds</u>                             | <u>Maximum Amount</u> |
|---------------------------------------------------------|-----------------------|
| Available Incremental Taxes and/or<br>TIF Bond Proceeds | \$4,100,000           |

provided, however, that the total amount of City Funds expended for TIF-Funded Improvements shall be an amount not to exceed \$4,100,000 with such amount to be further reduced by the City Fee; and provided further, that the \$4,100,000 to be derived from Available Incremental Taxes and/or TIF Bond proceeds, if any shall be available to pay costs related to TIF-Funded Improvements and allocated by the City for that purpose only so long as (i) the amount of the Available Incremental Taxes deposited into the Redevelopment Project Area Special TIF Allocation Fund shall be sufficient to pay for such costs, Developer acknowledges and agrees

that the City's obligation to pay for TIF-Funded Improvements in excess of \$3,500,000, up to a maximum of \$4,100,000 is contingent upon the fulfillment of the conditions set forth in parts (i) above. In the event that such conditions are not fulfilled, the amount of Equity to be contributed by Developer pursuant to Section 4.01 hereof shall increase proportionately.

(d) City Funds. Subject to the conditions described in this Section 4.03, the City shall pay City Funds to the Developer, or to an affiliate of the Developer if so directed by the Developer, in four installments as follows:

- (i) 25% of the City Funds upon completion of one-third of the construction of the Project (based on the amount of expenditures incurred in relation to the Project Budget); and
- (ii) 25% of the City Funds upon completion of two-thirds of the construction of the Project (based on the amount of expenditures incurred in relation to the Project Budget); and
- (iii) 25% of the City Funds upon issuance of the Substantial Completion Certificate; and
- (iv) 25% of the City Funds upon the issuance of the Certificate.

4.04 Construction Escrow. The City and Developer hereby agree to enter into the Escrow Agreement. All disbursements of Project funds (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) City Fee. Annually, the City may allocate an amount not to exceed 10% of the Incremental Taxes for payment of costs incurred by the City for the administration and monitoring of the Redevelopment Area, including the Project. Such fee shall be in addition to

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

(d) Allocation Among Line Items. Disbursements for expenditures related to TIF-Funded Improvements may be allocated to and charged against the appropriate line only, with transfers of costs and expenses from one line item to another, without the prior written consent of DPD, being prohibited; provided, however, that such transfers among line items, in an amount not to exceed \$25,000 or \$250,000 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 in all material respects 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, defer developer fee or other amounts due the Developer or 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 in all material respects; 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 and Sponsor's compliance with the provisions of this Agreement. The City Funds are subject to being reimbursed as provided in Section 15.02 hereof.

4.09 TIF Bonds. The Commissioner of DPD 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) investor limited partner (the "Investor Limited Partner") to remove McCrory Senior Apartments Manager, LLC, an Illinois limited liability company (the "General Partner") as the general partner of the Partnership, in accordance with the Partnership's limited partnership agreement (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 Investor Limited Partner, (ii) the General Partner to pledge a lender that is providing Lender Financing (the "Lender") all of the General Partner's rights, title and interest in and to the Developer and under the Partnership Agreement as collateral for the Developer's obligations under the loans made or to be made by the Lender to Developer) and (iii) a transfer by the Limited Partner of its limited partner interest after the Closing Date to an unaffiliated entity with the prior written consent of the City; provided, however, that the prior written consent of DPD shall not be required for a transfer by the Limited Partner of its limited partner interest after the Closing Date to an affiliated entity, but prior written notice to DPD is required.

## 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 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. The City agrees that the Developer may collaterally assign their interests in this Agreement to any of its lenders if any such lenders require such collateral assignment.

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:

| <b>Jurisdiction</b>                 | <b>Searches</b>                                               |
|-------------------------------------|---------------------------------------------------------------|
| 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 and Sponsor each 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. At least thirty (30) days prior to the Closing Date, the Developer has met with the Workforce Solutions division of DPD to review employment opportunities with the Developer after construction or rehabilitation work on the Project is completed. On or before the Closing Date, Developer has provided to DPD, and DPD has approved, the Employment Plan for the Project (the "Employment Plan"). The Employment Plan includes, without limitation, the Developer's estimates of future job openings, titles, position descriptions, qualifications, recruiting, training, placement and such other information as DPD has requested relating to the Project.

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

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

Sponsor has provided a copy of its Articles 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 Sponsor is qualified to do business; a secretary's certificate in such form and substance as the Corporation Counsel may require; by-laws; and such other corporate documentation as the City has requested.

Developer and Sponsor have each provided to the City an EDS, dated as of the Closing Date, which is incorporated by reference, and Developer and Sponsor 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, Sponsor 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 and Sponsor have 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. The Developer represents that prior to entering into an agreement with a General Contractor or any subcontractor for construction of the Project, Developer has solicited, or has caused the General Contractor to solicit, bids from qualified contractors eligible to do business with, and having an office located in, the City of Chicago, and has submitted all bids received to DPD for its inspection and written approval. (i) For the TIF-Funded Improvements, Developer has selected the General Contractor (or has caused the General Contractor to select the subcontractor) submitting the lowest responsible bid who can complete the Project in a timely manner. If Developer selected a General Contractor (or the General Contractor selects any subcontractor) submitting other than the lowest responsible bid for the TIF-Funded Improvements, the difference between the lowest responsible bid and the bid selected may not be paid out of City Funds. (ii) For Project work other than the TIF-Funded Improvements, if Developer selected a General Contractor (or the General Contractor selects any subcontractor) who did not submit the lowest responsible bid, the difference between the lowest responsible bid and the higher bid selected shall be subtracted from the actual total Project costs for purposes of the calculation of the amount of City Funds to be contributed to the Project pursuant to Section 4.03(b) hereof. Developer has submitted 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 represents that the General Contractor has not (and has caused the General Contractor to ensure that the subcontractors have 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. (a) Upon each of the substantial completion and the final completion of the construction of the Project in accordance with the terms of this Agreement, and upon the Developer's written request, DPD shall issue to the Developer either the Substantial Completion Certificate or the Certificate, as applicable. The Certificate shall be in recordable form certifying that the Developer has fulfilled its obligation to complete the Project in accordance with the terms of this Agreement. DPD shall respond to the Developer's written request for either certificate within forty-five (45) days by issuing either the requested certificate or a written statement detailing the ways in which the Project does not conform to this Agreement or has not been satisfactorily completed (or substantially completed in the case of the Substantial Completion Certificate), and the measures which must be taken by the Developer in order to obtain the requested certificate. The Developer may resubmit a written request for either certificate upon completion of such measures.

(b) The Substantial Completion Certificate will not be issued until the following requirements have been met:

- (i) The Developer has obtained a partial or temporary Certificate of Occupancy that covers all 62 residential units, and community space on the first floor;
  - (ii) The 62 residential units, and the community space have been constructed substantially according to the Plans and Specifications as evidenced by an affidavit provided by the Developer as evidenced by AIA Form G702;
  - (iii) There exists neither an Event of Default (after any applicable cure period) which is continuing nor a condition or event which, with the giving of notice or passage of time or both, would constitute an Event of Default as evidenced by an affidavit provided by the Developer and accepted by DPD; and
  - (iv) Developer has incurred costs for TIF-Funded Improvements in an amount equal to or higher than 75% of the City Funds awarded to the Project.
- (c) The Certificate will not be issued until the following requirements have been met:
- (i) The City's Monitoring and Compliance unit has determined in writing that the Developer is in complete compliance with all City requirements (M/WBE, City residency and prevailing wage) as required in this Agreement;

- (ii) The Project, including all 62 residential units, the parking spaces and all related improvements, has been completed;
- (iii) The Developer has received a Certificate of Occupancy from the City or other evidence reasonably acceptable to DPD that the Developer has complied with building permit requirements; and
- (iv) Developer has incurred costs for TIF-Funded Improvements or such amounts are included in the Project Budget in an amount equal to or higher than \$4,100,000.

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) upon not less than thirty (30) days prior written notice to Developer 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.

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. The Developer and Sponsor each represent, warrant and covenant, as of the date of this Agreement and as of the date of each disbursement of City Funds hereunder, as follows. Representations, warranties and covenants denoted (Developer only) or (Sponsor only) shall be deemed to have been made only by Developer or Sponsor, as applicable; otherwise, they shall be deemed to apply to both.

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

(b) Sponsor is an Illinois not-for-profit corporation, duly organized, validly existing and in good standing (Sponsor only);

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

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

(e) unless otherwise permitted or not prohibited pursuant to or under the terms of this Agreement, Sponsor shall acquire and shall maintain, or Developer shall maintain, good, indefeasible and merchantable leasehold 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);

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

(g) 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 or Sponsor which would impair its ability to perform under this Agreement;

(h) 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 (Developer only);



(i) 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 (Developer only);

(j) 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 (Developer only);

(k) 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 (Developer only);

(l) 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 (Developer only); and

(m) Neither Developer nor Sponsor 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;

(n) neither Developer nor any affiliate of Developer, nor Sponsor nor an affiliate of Sponsor, 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 (n) 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.

(o) Developer and Sponsor understand that (i) the City Funds are limited obligations of the City, payable solely from moneys on deposit in the Redevelopment Project Area Special Tax Allocation Fund 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) neither Developer nor Sponsor 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;

(p) Developer and Sponsor have 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;

(q) Developer and Sponsor understand 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);

(r) Developer and Sponsor understand 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

(s) Developer and Sponsor acknowledge 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.

The Developer anticipates that the Project will result in the creation of (i) two full-time equivalent permanent jobs (the "Permanent Jobs"), and (ii) approximately 100 full-time equivalent, construction jobs at the Project during the construction thereof (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. The 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 2015 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, or appear to create a lien upon Developer or all or any portion of the Property or the Project. "Governmental Charge" shall mean all federal, State, county, the City, or other governmental (or any instrumentality, division, agency, body, or department thereof) taxes, levies, assessments, charges, liens, claims or encumbrances (except for those assessed by foreign nations, states other than the State of Illinois,

counties of the State other than Cook County, and municipalities other than the City) relating to Developer, the Property or the Project including but not limited to real estate taxes.

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

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

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

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

(c) Real Estate Taxes.

(i) 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. Notwithstanding anything to the contrary in this Agreement, Developer shall be permitted to apply for a Cook County Class 9 property tax incentive.

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

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

8.22 Energy Star Recognition. Not later than the second anniversary of the Certificate issuance, the Developer shall provide evidence of Energy Star Recognition.

### 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, the following provisions shall govern the terms of the obligation to provide affordable housing under this Agreement

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

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

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



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

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

(ii) "Low Income Families" shall mean Families whose annual income does not exceed 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. It is anticipated that all of the units shall be rented to families whose annual income does not exceed sixty (60) percent of the Chicago-area median income.

(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.

#### 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.

Upon 5 Business Days prior written notice, Developer, the General Contractor and each subcontractor shall provide full access to their employment records to the Chief Procurement Officer, the Commissioner of DPD, the Superintendent of the Chicago Police Department, the Inspector General or any duly authorized representative of any of them. Developer, the General Contractor and each subcontractor shall maintain all relevant personnel data and records for a period of at least three (3) years after final acceptance of the work constituting the Project.

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

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

When work at the Project is completed, in the event that the City has determined that Developer has failed to ensure the fulfillment of the requirement of this Section concerning the worker hours performed by actual Chicago residents or failed to report in the manner as indicated above, the City will thereby be damaged in the failure to provide the benefit of

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

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

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

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

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

- (1) At least 26 percent by MBEs.
- (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

**11.1 Environmental Investigation.** The Developer has provided the City with a Phase I Environmental Site Assessment ("ESA"), conducted by Pioneer Environmental and dated March 23, 2015 for the Project. The Developer acknowledges and agrees that the Phase I ESA identified two potential 275-gallon fuel oil storage tanks associated with 1655 W. Washington.

The Developer shall conduct a limited Phase II subsurface investigation for ascertain the presence of and/or any environmental impacts that may be associated with the 275-gallon fuel oil tanks. Any underground storage tanks identified must be removed and closed in accordance with applicable regulations.

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. 2FM shall have the right to review and approve the sufficiency of the limited Phase II report. Upon 2FM's request, the Developer 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, including, without limitation, performing additional Phase II testing.

**11.2 Environmental Remediation.** In the event that the limited Phase II ESA identifies soil and/or groundwater impacts exceeding the Illinois Tiered Approach to Corrective Action Objectives Tier 1 residential remediation objectives, the Developer shall undertake the following activities and meet the following requirements in connection with the Project:

- (a) The Developer shall enroll the Project into the Illinois Environmental Protection Agency's ("IEPA") Site Remediation Program ("SRP") and undertake all remediation work that may be required and take all necessary and proper steps to obtain a Comprehensive or Focused (as required by 2FM) Final No Further Remediation Letter ("Final NFR Letter").
- (b) The Developer shall be solely responsible for all site preparation, SRP and environmental oversight costs, including, but not limited to, report preparation, IEPA fees, remediation oversight, the removal of soil, pre-existing building foundations, soil exceeding the IEPA's Tiered Approach to Cleanup Objectives for the proposed uses of the Project, and demolition debris, the removal, disposal, storage, remediation, removal or treatment of Hazardous Substances from the Property, and the construction of any engineered barriers required to obtain the Final NFR Letter.
- (c) The City, acting through 2FM, shall have the right to review and approve in advance all documents submitted to the IEPA under the SRP, as amended or supplemented from

time to time, including, without limitation, the Site Investigation and Remediation Objectives Report, the Remedial Action Plan, and the Remedial Action Completion Report (collectively, the "SRP Documents"), the Comprehensive or Focused (as required by 2FM) Draft No Further Remediation Letter ("Draft NFR Letter"), the Final NFR Letter and any changes thereto.

- (d) The Developer acknowledges and agrees that the City will not issue a Certificate of Completion or for the Project and the City may prohibit occupancy in until the IEPA has issued, and the City has approved, a Final NFR Letter for the Project.
- (e) The Developer must record and abide by the terms and conditions of the Final NFR Letter.

## SECTION 12. INSURANCE

[Note: If environmental remediation work is required, the insurance requirements may need to be updated to include pollution liability.]

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

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

(i) Workers Compensation and Employers Liability

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

(ii) Commercial General Liability (Primary and Umbrella)

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

(iii) All Risk Property

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

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

(i) Workers Compensation and Employers Liability

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

(ii) Commercial General Liability (Primary and Umbrella)

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

(iii) Automobile Liability (Primary and Umbrella)

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

(iv) Railroad Protective Liability

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

(v) All Risk /Builders Risk

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

(vi) Professional Liability

When any architects, engineers, construction managers or other professional consultants perform work in connection with this Agreement, Professional Liability Insurance covering acts, errors, or omissions must be maintained with limits of not less than \$ 1,000,000. Coverage must include contractual liability. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of



work on the Contract. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

(vii) Valuable Papers

When any plans, designs, drawings, specifications and documents are produced or used under this Agreement, Valuable Papers Insurance must be maintained in an amount to insure against any loss whatsoever, and must have limits sufficient to pay for the re-creation and reconstruction of such records.

(viii) Contractors Pollution Liability

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

(c) Post Construction:

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

(d) Other Requirements:

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

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

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

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

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

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

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

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

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

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

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

### SECTION 13. INDEMNIFICATION

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

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

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

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

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

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

#### SECTION 14. MAINTAINING RECORDS/RIGHT TO INSPECT

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

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

#### SECTION 15. DEFAULT AND REMEDIES

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

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

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

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

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

(e) the commencement of any proceedings in bankruptcy by or against Developer or for the liquidation or reorganization of Developer, or alleging that Developer is insolvent or unable to pay its debts as they mature, or for the readjustment or arrangement of Developer's debts, whether under the United States Bankruptcy Code or under any other state or federal law, now or hereafter existing for the relief of debtors, or the commencement of any analogous statutory or non-statutory proceedings involving Developer; provided, however, that if such commencement of proceedings is involuntary, such action shall not constitute an Event of Default unless such proceedings are not dismissed within 120 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 120 days after the commencement thereof;

(g) the entry of any judgment or order against Developer in excess of \$1,000,000 which remains unsatisfied or undischarged and in effect for sixty (60) days after such entry without a stay of enforcement or execution;

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

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

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

(k) prior to the expiration of the Term of the Agreement, the sale or transfer all or substantially all of the ownership interests of Developer without the prior written consent of the City, except as provided for in Section 4.10; 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 and during the continuation of an Event of Default, the City may terminate this Agreement and any other agreements to which the City and Developer are or shall be parties, suspend disbursement of City Funds, place a lien on the Project in the amount of City Funds paid, seek reimbursement of any City Funds paid. The City may, in any court of competent jurisdiction by any action or proceeding at law or in equity, pursue and secure any available remedy, including but not limited to damages, injunctive relief or the specific performance of the agreements contained herein.

**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 shall accept or reject any cure of a default made or tendered by NEF Assignment Corporation, as nominee, or its successors and/or assigns as the Investor Member of the Developer or from the Lenders within the time for cure required herein on the same basis as if made or tendered by the Developer on its own behalf.

## 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 18.14 hereof, the City hereby agrees to attorn to and recognize such party as the successor in interest to Developer for all purposes under this Agreement so long as such party accepts all of the obligations and liabilities of "Developer" hereunder; provided, however, that, notwithstanding any other provision of this Agreement to the contrary, it is understood and agreed that if such party accepts an assignment of Developer's interest under this Agreement, such party has no liability under this Agreement for any Event of Default of Developer or other claim of the City against the Developer based on events 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. If the City placed a lien on the Project pursuant to Section 15.02 hereof in connection with an Event of Default of Developer or other claim of the City against the Developer based on events which accrued prior to the time such party succeeded to the interest of the Developer under this Agreement, the City shall release such lien upon written request to do so by such succeeding mortgagee. 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.

|                                                                                                                                                                                                |                                                                                                                                                                                                                                                                                                          |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>If to the City:</b><br><br>City of Chicago<br>Department of Planning and Development<br>121 North LaSalle Street, Room 1000<br>Chicago, Illinois 60602<br>Attention: Commissioner           | <b>If to Developer:</b><br><br>McCrary Senior Apartments, LLC<br>_____<br>_____<br>Attention: _____                                                                                                                                                                                                      |
| <b>With Copies To:</b><br><br>City of Chicago<br>Department of Law<br>121 North LaSalle Street, Room 600<br>Chicago, Illinois 60602<br>Attention: Finance and Economic<br>Development Division | <b>With Copies To:</b><br><br>Applegate & Thorne-Thomsen, P.C.<br>626 W. Jackson Blvd., Suite 400<br>Chicago, Illinois 60661<br>Attention: Kelli Harsch<br><br>And: NEF Assignment Corporation,<br>as nominee<br>10 South Riverside Plaza, Suite 1700<br>Chicago, IL 60606<br>Attention: General Counsel |

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. Prior to the issuance by the City of the Developer of the Certificate, 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 the Developer may collaterally assign their interest in this Agreement to any of its lenders identified to the City as the Closing Date if any such lenders require 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, including but not limited to Sections 8.19 Real Estate Provisions and 8.25 (Survival of Covenants) hereof, for the Term of the Agreement. Developer consents to the City's sale, transfer, assignment or other disposal of this Agreement at any time in whole or in part.

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

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

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

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

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

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

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

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.

MCCRORY SENIOR APARTMENTS, LLC,  
an Illinois limited liability company

By: McCrory Senior Apartments Manager, LLC  
an Illinois limited liability company,  
Its Managing Member

By: Brinshore Development, L.L.C.,  
an Illinois limited liability company,  
its Managing Member

By: RJS Real Estate Services, Inc.,  
an Illinois corporation, a member

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

Name:

Title:

FBCC Development Corporation (NFP),  
an Illinois not-for-profit corporation

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

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

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

CITY OF CHICAGO

By: \_\_\_\_\_  
David L. Reifman  
Commissioner  
Department of Planning and Development

11/1/2016

REPORTS OF COMMITTEES

35017

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 McCrory Senior Apartments, LLC, an Illinois limited liability company (the "Developer"), and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed, sealed, and delivered said instrument, pursuant to the authority given to him/her by the [Board of Directors] of Developer, as his/her free and voluntary act and as the free and voluntary act of Developer, for the uses and purposes therein set forth.

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

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

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

(SEAL)

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

I, \_\_\_\_\_, a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_, personally known to me to be the \_\_\_\_\_ of FBCC Development Corporation (NFP), an Illinois not-for-profit corporation (the "Sponsor"), and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed, sealed, and delivered said instrument, pursuant to the authority given to him/her by the Board of Directors of Sponsor, as his/her free and voluntary act and as the free and voluntary act of Developer, for the uses and purposes therein set forth.

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

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

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

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 David L. Reifman, personally known to me to be the Commissioner of the Department of Planning and Development of the City of Chicago (the "City"), and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed, and delivered said instrument pursuant to the authority given to him by the City, as his free and voluntary act and as the free and voluntary act of the City, for the uses and purposes therein set forth.

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

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

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

[(Sub)Exhibits "D", "K" and "L" referred to in this McCrory Senior  
Apartments LLC Redevelopment Agreement  
omitted intentionally.]

[(Sub)Exhibits "A", "E", "F", "I" and "N" referred to in this McCrory Senior  
Apartments LLC Redevelopment Agreement  
unavailable at time of printing.]

[(Sub)Exhibits "B" and "B-1" referred to in this McCrory Senior  
Apartments LLC Redevelopment Agreement constitute  
Exhibits "A" and "B", respectively, to ordinance and  
printed on pages 34962 through 34965  
of this *Journal*.]

(Sub)Exhibits "C", "G", "H-1", "H-2", "J" and "M" referred to in this McCrory Senior  
Apartments LLC Redevelopment Agreement read as follows:

*(Sub)Exhibit "C".*  
 (To McCrory Senior Apartments LLC  
 Redevelopment Agreement)

*TIF-Funded Improvements.*

| Category                            | Project Budget<br>Amount | Percent<br>TIF Eligible | TIF Eligible Cost |
|-------------------------------------|--------------------------|-------------------------|-------------------|
| Construction                        | \$13,263,161             | 50 percent              | \$6,631,581       |
| Architect-Design<br>and Supervision | \$ 587,631               | 50 percent              | \$ 293,816        |
| Environmental                       | \$ 50,000                | 100 percent             | \$ 50,000         |
| Total:                              | \$13,900,792             |                         | \$6,975,397*      |

*(Sub)Exhibit "G".*  
 (To McCrory Senior Apartments 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 the Developer or the Project, other than liens against the Property, if any:

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

---

\* Notwithstanding the total of TIF-Funded Improvements or the amount 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 \$4,100,000 of the Project Budget.

*(Sub)Exhibit "H-1".*  
(To McCrory Senior Apartments LLC  
Redevelopment Agreement)

*Project Budget.*

|                                                              |              |
|--------------------------------------------------------------|--------------|
| Acquisition (City Parcels)                                   | \$ 4         |
| Construction Costs                                           | 13,263,161   |
| Contingency                                                  | 579,226      |
| Architect's Fees                                             | 488,343      |
| Legal Fees                                                   | 189,300      |
| Lenders Fees                                                 | 218,975      |
| Marketing and Leasing                                        | 40,000       |
| Realized Developer Fee<br>(excluding deferred developer fee) | 1,000,000    |
| Reserves                                                     | 294,786      |
| Insurance/Taxes during construction                          | 110,000      |
| Construction Interest                                        | 504,105      |
| Appraisal, Market Study, Phase I Report                      | 82,900       |
| Title and Recording Fees                                     | 45,000       |
| Architecture Supervision                                     | 99,288       |
| Tax Credit Issuer Fees                                       | 162,329      |
| Geotech, energy rater, plan and cost review                  | 47,750       |
| Fixtures, Furniture and Equipment                            | 75,000       |
| Permit Expediter, Accountant, Plats and Surveys              | 42,000       |
| Other soft costs                                             | 164,774      |
| TOTAL USES:                                                  | \$17,407,437 |

*(Sub)Exhibit "H-2".*  
(To McCrory Senior Apartments LLC  
Redevelopment Agreement)

*MBE/WBE Budget.*

|                            |               |
|----------------------------|---------------|
| Hard Costs of Construction | \$11,454,526* |
| Project MBE at 26 percent  | \$2,978,177   |
| Project WBE at 6 percent   | \$687,272     |

*(Sub)Exhibit "J".*  
(To McCrory Senior Apartments 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 McCrory Senior Apartments LLC, an Illinois limited liability company (the "Developer"), in connection with the purchase of certain land and the construction of certain facilities thereon located in the Central West 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":

\_\_\_\_\_  
\* Excludes General Conditions, Overhead and Profit.



(a) the McCrory Senior Apartments 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 the Developer and the City;

(c) the Donation and Tax Credit Transfer Agreement of even date herewith executed by the Developer, the City, and \_\_\_\_\_; 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 the Developer's (i) Articles of Organization, as amended to date, (ii) qualifications to do business and certificates of good standing in all states in which the Developer is qualified to do business, (iii) Bylaws, as amended to date, and (iv) records of all corporate proceedings relating to the Project; 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 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 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 Organization 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.

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.]

*(Sub)Exhibit "M".*  
(To McCrory Senior Apartments LLC  
Redevelopment Agreement)

*Subordination Agreement.*

This Subordination Agreement ("Agreement") is made and entered into as of the day of \_\_\_\_\_, \_\_\_\_\_ between the City of Chicago by and through its Department of Planning and Development (the "City"), [Lender], a [national banking association] (the "Lender").

*Witnesseth.*

Whereas, McCrory Senior Apartments LLC, an Illinois limited liability company (the "Developer"), has purchased certain property located within the Central West Redevelopment Project Area at 1659 West Washington Boulevard, Chicago, Illinois 60612 and legally described on the Exhibit hereto (the "Property"), in order to \_\_\_\_\_ located on the Property through the following activities: \_\_\_\_\_ (the "Project"); and

Whereas, [Describe financing and security documents] (all such agreements referred to above and otherwise relating to the Loan referred to herein collectively as the "Loan Documents"); and

Whereas, Developer desires to enter into a certain Redevelopment Agreement dated the date hereof with the City in order to obtain additional financing for the Project (the "Redevelopment Agreement", referred to herein along with various other agreements and documents related thereto as the "City Agreements"); and

Whereas, Pursuant to the Redevelopment Agreement, Developer will agree to be bound by certain covenants expressly running with the Property, as set forth in Sections 8.02, 8.06 and 8.19 of the Redevelopment Agreement (the "City Encumbrances"); and

Whereas, The City has agreed to enter into the Redevelopment Agreement with Developer as of the date hereof, subject, among other things, to (a) the execution by Developer of the Redevelopment Agreement and the recording thereof as an encumbrance against the Property; and (b) the agreement by the Lender to subordinate their respective liens under the Loan Documents to the City Encumbrances.

Now, Therefore, For good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the Lender and the City agree as hereinafter set forth:

1. Subordination. All rights, interests and claims of the Lender in the Property pursuant to the Loan Documents are and shall be subject and subordinate to the City Encumbrances. In all other respects, the Redevelopment Agreement shall be subject and subordinate to the Loan Documents. Nothing herein, however, shall be deemed to limit the Lender's right to receive, and the Developer's ability to make, payments and prepayments of principal and interest on the Note, or to exercise its rights pursuant to the Loan Documents except as provided herein.

2. Notice Of Default. The Lender shall use reasonable efforts to give to the city, and the City shall use reasonable efforts to give to the Lender, (a) copies of any notices of default which it may give to the Developer with respect to the Project pursuant to the Loan Documents or the City Agreements, respectively, and (b) copies of waivers, if any, of the Developer's default in connection therewith. Under no circumstances shall the Developer or any third party be entitled to rely upon the agreement provided for herein.

3. Waivers. No waiver shall be deemed to be made by the City or the Lender of any of their respective rights hereunder, unless the same shall be in writing, and each waiver, if any, shall be a waiver only with respect to the specific instance involved and shall in no way impair the rights of the City or the Lender in any other respect at any other time.

4. Governing Law; Binding Effect. This Agreement shall be interpreted, and the rights and liabilities of the parties hereto determined, in accordance with the internal laws and decisions of the State of Illinois, without regard to its conflict of laws principles, and shall be binding upon and inure to the benefit of the respective successors and assigns of the City and the Lender.

5. Section Titles; Plurals. The section titles contained in this Agreement are and shall be without substantive meaning or content of any kind whatsoever and are not a part of the agreement between the parties hereto. The singular form of any word used in this Agreement shall include the plural form.

6. Notices. Any notice required hereunder shall be in writing and addressed to the party to be notified as follows:

If To The City:

City of Chicago  
Department of Planning and Development  
121 North LaSalle Street, Room 1000  
Chicago, Illinois 60602  
Attention: Commissioner

If To Developer:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_

with copies to:

City of Chicago  
Department of Law  
121 North LaSalle Street, Room 600  
Chicago, Illinois 60602  
Attention: Finance and Economic  
Development Division

with copies to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_

or to such other address as either party may designate for itself by notice. Notice shall be deemed to have been duly given (i) if delivered personally or otherwise actually received, (ii) if sent by overnight delivery service, (iii) if mailed by first class United States mail, postage prepaid, registered or certified, with return receipt requested, or (iv) if sent by facsimile with facsimile confirmation of receipt (with duplicate notice sent by United States mail as provided above). Notice mailed as provided in clause (iii) above shall be effective upon the expiration of three (3) business days after its deposit in the United States mail. Notice given in any other manner described in this paragraph shall be effective upon receipt by the addressee thereof; provided, however, that if any notice is tendered to an addressee and delivery thereof is refused by such addressee, such notice shall be effective upon such tender.

7. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one instrument.

In Witness Whereof, This Subordination Agreement has been signed as of the date first written above.

[Lender], [a national banking association]

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

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

City of Chicago

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

Its: Commissioner,  
Department of Planning and  
Development

Acknowledge and Agreed to this  
\_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

[Developer], a \_\_\_\_\_

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

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

State of Illinois )  
                          ) SS.  
County of Cook )

I, the undersigned, a notary public in and for the County and State aforesaid, do hereby certify that \_\_\_\_\_, personally known to me to be the \_\_\_\_\_ Commissioner of the Department of Planning and Development of the City of Chicago, Illinois (the "City") and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such \_\_\_\_\_ Commissioner, (s)he signed and delivered the said instrument pursuant to authority, as his/her free and voluntary act, and as the free and voluntary act and deed of said City, for the uses and purposes therein set forth.

Given under my hand and notarial seal this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

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

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

[Seal]

State of Illinois )  
                              ) SS.  
County of Cook )

I, the undersigned, a notary public in and for the said County, in the State aforesaid, do hereby certify that, \_\_\_\_\_ personally known to me to be the \_\_\_\_\_ of [Lender], a \_\_\_\_\_, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed, sealed and delivered said instrument, pursuant to the authority given to him/her by Lender, as his/her free and voluntary act and as the free and voluntary act of the Lender, for the uses and purposes therein set forth.

Given under my hand and notarial seal this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

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

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

[Seal]

[(Sub)Exhibit (Legal Description) referred to in this Subordination  
Agreement unavailable at time of printing.]



IMPOSITION OF TAX LEVY, APPROVAL OF YEAR 2017 BUDGET AND  
EXECUTION OF SERVICE PROVIDER AGREEMENT FOR SPECIAL SERVICE  
AREA NO. 2.

[O2016-7346]

The Committee on Finance submitted the following report:

CHICAGO, November 1, 2016.

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

Your Committee on Finance, having had under consideration an ordinance authorizing the imposition of a tax levy, the approval of the 2017 budget and the approval of the service provider agreement for Special Service Area Number 2, amount to be levied: \$253,171, 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) EDWARD M. BURKE,  
*Chairman.*

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

*Yeas* -- Aldermen Moreno, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Beale, Sadlowski Garza, Thompson, Cárdenas, Quinn, Burke, Lopez, Foulkes, D. Moore, Curtis, O'Shea, Cochran, Muñoz, Zalewski, Solis, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Waguespack, Mell, Ramirez-Rosa, Villegas, Sposato, Laurino, O'Connor, Napolitano, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Silverstein -- 44.

*Nays* -- None.

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

The following is said ordinance as passed:

WHEREAS, Special service areas may be established pursuant to Article VII, Sections 6(l) and 7(6) of the Constitution of the State of Illinois, and pursuant to the provisions of the Special Service Area Tax Law, 35 ILCS 200/27-5, et seq. (the "Special Service Area Act") and pursuant to the Property Tax Code, 35 ILCS 200/1-1, et seq., as amended from time to time; and

WHEREAS, On June 30, 1982, the City Council of the City of Chicago (the "City Council") enacted an ordinance, as amended by an ordinance enacted by the City Council on March 25, 1983, as further amended by an ordinance enacted by the City Council on September 18, 1984, as further amended by an ordinance enacted by the City Council on June 14, 1995 (collectively, the "Establishment Ordinance") which established an area known and designated as City of Chicago Special Service Area Number 2 (the "Area") and authorized the levy of an annual tax not to exceed an annual rate of one and one-half percent (1.5%) of the equalized assessed value of the taxable property therein (the "Services Tax") to provide certain special services in and for the Area in addition to the services provided by and to the City of Chicago generally (the "Special Services"); and

WHEREAS, Certain funds in Fund 324 ("Fund 324") in the amount of \$26,242 are available for use in connection with the Area; and

WHEREAS, The Establishment Ordinance established the Area as that territory approximately bounded by Henderson Street on the north, George Street on the south and fronting on Central Avenue on both east and west sides; and Long Avenue on the east, Austin Avenue on the west, and fronting on Belmont Avenue on both north and south sides; and

WHEREAS, The Special Services authorized in the Establishment Ordinance included the maintenance, operation, and upkeep of an automobile parking facility and such other services as will tend to promote, assist or preserve the businesses located within, and foster commercial and economic development of, the Area; and

WHEREAS, The Establishment Ordinance provided for the appointment of the Belmont-Central Parking Commission (the "Commission") to advise the City Council regarding the amount of the Services Tax to be levied and for the purpose of recommending to the City Council: (1) a yearly budget based upon the cost of providing the Special Services; (2) an entity to serve as a service provider (the "Service Provider"); (3) an agreement between the City and the Service Provider for the provision of Special Services to the Area (the "Service Provider Agreement"); and (4) a budget to be included in the agreement between the City and the Service Provider (the "Budget") (the aforementioned items 1 through 4 shall be known collectively herein as the "Recommendations"); and

WHEREAS, The Commission has been duly appointed and qualified and has heretofore prepared and transmitted to the Commissioner of the Department of Planning and Development (the "Commissioner") its Recommendations to the City Council, including the Budget attached hereto as Exhibit A and hereby made a part hereof; now, therefore,

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

SECTION 1. Incorporation Of Preambles. The preambles of this ordinance are hereby incorporated into this text as if set out herein in full.

SECTION 2. Appropriations. There is hereby appropriated the following sums in the amounts and for the purposes necessary to provide the Special Services in and for the Area, the estimated amounts of miscellaneous income and the amounts required to be raised by the levy of the Services Tax indicated as follows:

Belmont-Central Parking Commission

Special Service Area Budget.

For the fiscal year beginning January 1, 2017 and ending December 31, 2017.

|                                                                                                                                                                   | Expenditures |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|
| Service Provider Agreement for the provision of Special Services                                                                                                  | \$305,655    |
| TOTAL BUDGET REQUEST:                                                                                                                                             | \$305,655    |
| Source Of Funding                                                                                                                                                 |              |
| Tax levy at an annual rate not to exceed one and one-half percent (1.5%) of the equalized assessed value of taxable property within Special Service Area Number 2 | \$253,171    |
| Fund 324                                                                                                                                                          | \$26,242     |
| Carryover funds currently available from prior tax years                                                                                                          | \$26,242     |
| Late collections received by the City of Chicago attributable to the levy of the Services Tax in prior tax years, along with interest income thereon, if any      | \$0          |

SECTION 3. Levy Of Taxes. There is hereby levied pursuant to the provisions of Article VII, Sections 6(a) and 6(l)(2) of the Constitution of the State of Illinois and pursuant

to the provisions of the Special Service Area Act and pursuant to the provisions of the Establishment Ordinance, the sum of \$253,171 as the amount of the Services Tax for the tax year 2016.

SECTION 4. Filing. The City Clerk of the City of Chicago (the "City Clerk") is hereby ordered and directed to file in the Office of the County Clerk of Cook County, Illinois (the "County Clerk") a certified copy of this ordinance on or prior to December 27, 2016, and the County Clerk shall thereafter extend for collection together with all other taxes to be levied by the City of Chicago, the Services Tax herein provided for, said Services Tax to be extended for collection by the County Clerk for the tax year 2016 against all the taxable property within the Area, the amount of the Services Tax herein levied to be in addition to and in excess of all other taxes to be levied and extended against all taxable property within the Area.

SECTION 5. Service Provider Agreement. The Commissioner, or a designee of the Commissioner (each, an "Authorized Officer"), are each hereby authorized, subject to approval by the Corporation Counsel as to form and legality, to enter into, execute and deliver a Service Provider Agreement as authorized herein with Belmont-Central Chamber of Commerce, an Illinois not-for-profit corporation, as the Service Provider, for a one-year term in a form acceptable to such Authorized Officer, along with such other supporting documents, if any, as may be necessary to carry out and comply with the provisions of the Service Provider Agreement. The Budget shall be attached to the Service Provider Agreement as an exhibit. Upon the execution of the Service Provider Agreement and the receipt of proper documentation the Authorized Officer and the City Comptroller are each hereby authorized to disburse the sums appropriated in Section 2 above to the Service Provider in consideration for the provision of the Special Services described in the Budget. The Department of Planning and Development shall promptly make a copy of the executed Service Provider Agreement readily available for public inspection.

SECTION 6. Enforceability. If any section, paragraph or provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this ordinance.

SECTION 7. Conflict. This ordinance shall control over any provision of any other ordinance, resolution, motion or order in conflict with this ordinance, to the extent of such conflict.

SECTION 8. Publication. This ordinance shall be published by the City Clerk, in special pamphlet form, and made available in her office for public inspection and distribution to members of the public who may wish to avail themselves of a copy of this ordinance.

SECTION 9. Effective Date. This ordinance shall take effect 10 days after its passage and publication.

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

Exhibit "A".

Budget.

| Special Service Area # 2 |                                     |
|--------------------------|-------------------------------------|
| Service Provider Agency: | Belmont-Central Chamber of Commerce |
|                          |                                     |
|                          |                                     |

**2017 BUDGET SUMMARY**

Budget and Services Period: January 1, 2017 through December 31, 2017

| CATEGORY                              | 2016 Levy        |                           | Carry Over      | TIF Rebate Fund #324 | Estimated Late Collections and Interest | 2017 Budget      |
|---------------------------------------|------------------|---------------------------|-----------------|----------------------|-----------------------------------------|------------------|
|                                       | Collectable Levy | Estimated Loss Collection |                 |                      |                                         |                  |
| 1.00 Customer Attraction              | \$0              | \$0                       | \$0             | \$0                  | \$0                                     | \$0              |
| 2.00 Public Way Aesthetics            | \$150,649        | \$11,646                  | \$0             | \$0                  | \$0                                     | \$162,295        |
| 3.00 Sustainability and Public Places | \$7,951          | \$0                       | \$26,242        | \$26,242             | \$0                                     | \$60,435         |
| 4.00 Economic/ Business Development   | \$0              | \$0                       | \$0             | \$0                  | \$0                                     | \$0              |
| 5.00 Safety Programs                  | \$0              | \$0                       | \$0             | \$0                  | \$0                                     | \$0              |
| 6.00 SSA Management                   | \$22,074         | \$0                       | \$0             | \$0                  | \$0                                     | \$22,074         |
| 7.00 Personnel                        | \$60,851         | \$0                       |                 | \$0                  | \$0                                     | \$60,851         |
|                                       | Sub-total        | \$241,525                 | \$11,646        |                      |                                         |                  |
| <b>GRAND TOTALS</b>                   | Levy Total       | <b>\$253,171</b>          | <b>\$26,242</b> | <b>\$26,242</b>      | <b>\$0</b>                              | <b>\$305,655</b> |

**LEVY ANALYSIS**

|                                             |              |
|---------------------------------------------|--------------|
| Estimated 2016 EAV:                         | \$28,231,761 |
| Authorized Tax Rate Cap:                    | 1.500%       |
| Maximum Potential Levy limited by Rate Cap: | \$423,476    |
| Requested 2016 Levy Amount:                 | \$253,171    |
| Estimated Tax Rate to Generate 2016 Levy:   | 0.90%        |

IMPOSITION OF TAX LEVY, APPROVAL OF YEAR 2017 BUDGET AND  
EXECUTION OF SERVICE PROVIDER AGREEMENT FOR SPECIAL SERVICE  
AREA NO. 5.

[O2016-7347]

The Committee on Finance submitted the following report:

CHICAGO, November 1, 2016.

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

Your Committee on Finance, having had under consideration an ordinance authorizing the imposition of a tax levy, the approval of the 2017 budget and the approval of the service provider agreement for Special Service Area Number 5, amount to be levied: \$320,409, 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) EDWARD M. BURKE,  
*Chairman.*

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

*Yeas* -- Aldermen Moreno, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Beale, Sadlowski Garza, Thompson, Cárdenas, Quinn, Burke, Lopez, Foulkes, D. Moore, Curtis, O'Shea, Cochran, Muñoz, Zalewski, Solis, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Waguespack, Mell, Ramirez-Rosa, Villegas, Sposato, Laurino, O'Connor, Napolitano, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Silverstein -- 44.

*Nays* -- None.

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

The following is said ordinance as passed:

WHEREAS, Special service areas may be established pursuant to Article VII, Sections 6(l) and 7(6) of the Constitution of the State of Illinois, and pursuant to the provisions of the Special Service Area Tax Law, 35 ILCS 200/27-5, et seq., as amended from time to time (the "Act") and pursuant to the Property Tax Code, 35 ILCS 200/1-1, et seq., as amended from time to time; and

WHEREAS, On October 31, 1983, the City Council of the City of Chicago (the "City Council") enacted an ordinance, as amended by an ordinance enacted by the City Council on May 30, 1984, which established an area known and designated as City of Chicago Special Service Area Number 5 and authorized the levy of an annual tax not to exceed an annual rate of three percent (3%) of the equalized assessed value of the taxable property therein to provide certain special services in and for such area for a period of 10 years (the "Initial Levy Period") in addition to the services provided by and to the City of Chicago (the "City") generally; and

WHEREAS, The Initial Levy Period expired; and

WHEREAS, On November 5, 1993, the City Council enacted an ordinance which again established a special service area known and designated as City of Chicago Special Service Area Number 5 and authorized the levy of an annual tax not to exceed an annual rate of three percent (3%) of the equalized assessed value of the taxable property therein to provide certain special services in and for such area for an additional period of 10 years (the "Second Levy Period") in addition to the services provided by and to the City generally; and

WHEREAS, The Second Levy Period expired; and

WHEREAS, On November 5, 2003, the City Council enacted an ordinance which again established a special service area known and designated as City of Chicago Special Service Area Number 5 and authorized the levy of an annual tax not to exceed an annual rate of three percent (3%) of the equalized assessed value of the taxable property therein to provide certain special services in and for the Original Area such services for an additional period of 10 years (the "Third Levy Period") in addition to the services provided by and to the City generally; and

WHEREAS, The Third Levy Period has expired; and

WHEREAS, On December 11, 2013, the City Council enacted an ordinance (the "Establishment Ordinance") which established an area known and designated as City of Chicago Special Service Area Number 5 (the "Area") and authorized the levy of an annual

tax for the period beginning in 2013 through and including 2027 not to exceed an annual rate of three percent (3%) of the equalized assessed value of the taxable property therein (the "Services Tax") to provide certain special services in and for the Area in addition to the services provided by and to the City generally (the "Special Services"); and

WHEREAS, Certain funds in Fund 331 ("Fund 331") in the amount of \$62,509 are available for use in connection with the Area; and

WHEREAS, The Establishment Ordinance established the Area as that territory consisting approximately of East 87<sup>th</sup> Street on the north to East 93<sup>rd</sup> Street on the south along South Commercial Avenue; East 91<sup>st</sup> Street frontage, from South Exchange Avenue on the west to South Houston Avenue on the east; South Exchange Avenue frontage, between East 91<sup>st</sup> Street and East 92<sup>nd</sup> Street; East 92<sup>nd</sup> Street frontage, from South Exchange Avenue on the west to South Harbor Avenue on the east; the east side of South Chicago Avenue, between South Exchange Avenue and South Commercial Avenue; and South Burley Avenue frontage, between East 92<sup>nd</sup> Street and East 93<sup>rd</sup> Street; and

WHEREAS, The Special Services authorized in the Establishment Ordinance include, but are not limited to: recruitment of new businesses to the Area, rehabilitation activities, maintenance and beautification activities, new construction, security, promotional and advertising activities, strategic planning for the Area, and other technical assistance activities to promote commercial and economic development (which may include, but are not limited to, streetscape improvements, strategic transit/parking improvement including parking management studies, and enhanced land use oversight and control initiatives); and

WHEREAS, The Establishment Ordinance provided for the appointment of the Commercial Avenue Special Service Area Commission (the "Commission") to advise the City Council regarding the amount of the Services Tax to be levied and for the purpose of recommending to the City Council: (1) a yearly budget based upon the cost of providing the Special Services; (2) an entity to serve as a service provider (the "Service Provider"); (3) an agreement between the City and the Service Provider for the provision of Special Services to the Area (the "Service Provider Agreement"); and (4) a budget to be included in the agreement between the City and the Service Provider (the "Budget") (the aforementioned items 1 through 4 shall be known collectively herein as the "Recommendations"); and

WHEREAS, The Commission has been duly appointed and qualified and has heretofore prepared and transmitted to the Commissioner of the Department of Planning and Development (the "Commissioner") its Recommendations to the City Council, including the Budget attached hereto as Exhibit A and hereby made a part hereof; now, therefore,

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

SECTION 1. Incorporation Of Preambles. The preambles of this ordinance are hereby incorporated into this text as if set out herein in full.



SECTION 2. Appropriations. There is hereby appropriated the following sums in the amounts and for the purposes necessary to provide the Special Services in and for the Area, the estimated amounts of miscellaneous income and the amounts required to be raised by the levy of the Services Tax indicated as follows:

Commercial Avenue Special Service Area Commission

Special Service Area Budget.

For the fiscal year commencing January 1, 2017 and ending December 31, 2017.

|                                                                                                                                                              | Expenditures |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|
| Service Provider Agreement for the provision of Special Services                                                                                             | \$587,816    |
| TOTAL BUDGET REQUEST:                                                                                                                                        | \$587,816    |
| Source Of Funding                                                                                                                                            |              |
| Tax levy at an annual rate not to exceed three percent (3%) of the equalized assessed value of the taxable property within Special Service Area Number 5     | \$320,409    |
| Fund 331                                                                                                                                                     | \$62,509     |
| Carryover funds currently available from prior tax years                                                                                                     | \$200,650    |
| Late collections received by the City of Chicago attributable to the levy of the Services Tax in prior tax years, along with interest income thereon, if any | \$4,248      |

SECTION 3. Levy Of Taxes. There is hereby levied pursuant to the provisions of Article VII, Sections 6(a) and 6(l)(2) of the Constitution of the State of Illinois and pursuant to the provisions of the Act and pursuant to the provisions of the Establishment Ordinance, the sum of \$320,409 as the amount of the Services Tax for the tax year 2016.

SECTION 4. Filing. The City Clerk of the City (the "City Clerk") is hereby ordered and directed to file in the Office of the County Clerk of Cook County, Illinois (the "County Clerk") a certified copy of this ordinance on or prior to December 27, 2016, and the County Clerk shall thereafter extend for collection together with all other taxes to be levied by the City, the Services Tax herein provided for, said Services Tax to be extended for collection by the County Clerk for the tax year 2016 against all the taxable property within the Area, the amount of the Services Tax herein levied to be in addition to and in excess of all other taxes to be levied and extended against all taxable property within the Area.

SECTION 5. Service Provider Agreement. The Commissioner, or a designee of the Commissioner (each, an "Authorized Officer"), are each hereby authorized, subject to approval by the Corporation Counsel as to form and legality, to enter into, execute and deliver a Service Provider Agreement as authorized herein with South Chicago Chamber of Commerce, an Illinois not-for-profit corporation, as the Service Provider, for a one-year term in a form acceptable to such Authorized Officer, along with such other supporting documents, if any, as may be necessary to carry out and comply with the provisions of the Service Provider Agreement. The Budget shall be attached to the Service Provider Agreement as an exhibit. Upon the execution of the Service Provider Agreement and the receipt of proper documentation the Authorized Officer and the City Comptroller are each hereby, authorized to disburse the sums appropriated in Section 2 above to the Service Provider in consideration for the provision of the Special Services described in the Budget. The Department of Planning and Development shall promptly make a copy of the executed Service Provider Agreement readily available for public inspection.

SECTION 6. Enforceability. If any section, paragraph or provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this ordinance.

SECTION 7. Conflict. This ordinance shall control over any provision of any other ordinance, resolution, motion or order in conflict with this ordinance, to the extent of such conflict.

SECTION 8. Publication. This ordinance shall be published by the City Clerk, in special pamphlet form, and made available in her office for public inspection and distribution to members of the public who may wish to avail themselves of a copy of this ordinance.

SECTION 9. Effective Date. This ordinance shall take effect 10 days after its passage and publication.

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

Exhibit "A".

Budget.

| Special Service Area # 5 |                                   |
|--------------------------|-----------------------------------|
| Service Provider Agency: | South Chicago Chamber of Commerce |
|                          |                                   |
|                          |                                   |

### 2017 BUDGET SUMMARY

Budget and Services Period: January 1, 2017 through December 31, 2017

| CATEGORY                              | 2016 Levy        |                           | Carry Over       | TIF Rebate Fund #331 | Estimated Late Collections and Interest | 2017 Budget      |
|---------------------------------------|------------------|---------------------------|------------------|----------------------|-----------------------------------------|------------------|
|                                       | Collectable Levy | Estimated Loss Collection |                  |                      |                                         |                  |
| 1.00 Customer Attraction              | \$35,750         | \$0                       | \$0              | \$0                  | \$1,062                                 | \$36,812         |
| 2.00 Public Way Aesthetics            | \$45,250         | \$42,250                  | \$150,000        | \$32,049             | \$1,062                                 | \$270,611        |
| 3.00 Sustainability and Public Places | \$500            | \$0                       | \$0              | \$0                  | \$1,062                                 | \$1,562          |
| 4.00 Economic/ Business Development   | \$2,350          | \$8,900                   | \$50,650         | \$30,460             | \$1,062                                 | \$93,422         |
| 5.00 Safety Programs                  | \$67,904         | \$14,310                  | \$0              | \$0                  | \$0                                     | \$82,214         |
| 6.00 SSA Management                   | \$32,250         | \$0                       | \$0              | \$0                  | \$0                                     | \$32,250         |
| 7.00 Personnel                        | \$70,945         | \$0                       |                  | \$0                  | \$0                                     | \$70,945         |
| Sub-total                             | \$254,949        | \$65,460                  |                  |                      |                                         |                  |
| <b>GRAND TOTALS</b> Levy Total        | <b>\$320,409</b> |                           | <b>\$200,650</b> | <b>\$62,509</b>      | <b>\$4,248</b>                          | <b>\$587,816</b> |

| LEVY ANALYSIS                               |              |
|---------------------------------------------|--------------|
| Estimated 2016 EAV:                         | \$13,565,208 |
| Authorized Tax Rate Cap:                    | 3.000%       |
| Maximum Potential Levy limited by Rate Cap: | \$406,956    |
| Requested 2016 Levy Amount:                 | \$320,409    |
| Estimated Tax Rate to Generate 2016 Levy:   | 2.36%        |

| LEVY CHANGE FROM PREVIOUS YEAR |           |
|--------------------------------|-----------|
| 2015 Levy Total                | \$382,918 |
| 2016 Levy Total                | \$320,409 |

IMPOSITION OF TAX LEVY, APPROVAL OF YEAR 2017 BUDGET AND  
EXECUTION OF SERVICE PROVIDER AGREEMENT FOR SPECIAL SERVICE  
AREA NO. 8.

[O2016-7348]

The Committee on Finance submitted the following report:

CHICAGO, November 1, 2016.

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

Your Committee on Finance, having had under consideration an ordinance authorizing the imposition of a tax levy, the approval of the 2017 budget and the approval of the service provider agreement for Special Service Area Number 8, amount to be levied: \$917,785, 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) EDWARD M. BURKE,  
*Chairman.*

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

*Yeas* -- Aldermen Moreno, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Beale, Sadlowski Garza, Thompson, Cárdenas, Quinn, Burke, Lopez, Foulkes, D. Moore, Curtis, O'Shea, Cochran, Muñoz, Zalewski, Solís, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Waguespack, Mell, Ramirez-Rosa, Villegas, Sposato, Laurino, O'Connor, Napolitano, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Silverstein -- 44.

*Nays* -- None.

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

The following is said ordinance as passed:

WHEREAS, Special service areas may be established pursuant to Article VII, Sections 6(l) and 7(6) of the Constitution of the State of Illinois, and pursuant to the provisions of the Special Service Area Tax Law, 35 ILCS 200/27-5, et seq., as amended from time to time (the "Act") and pursuant to the Property Tax Code, 35 ILCS 200/1-1, et seq., as amended from time to time; and

WHEREAS, On September 14, 1988, the City Council of the City of Chicago (the "City Council") enacted an ordinance which established an area known and designated as City of Chicago Special Service Area Number 8 and authorized the levy of an annual tax not to exceed an annual rate of forty-one hundredths of one percent (.41%) of the equalized assessed value of the taxable property therein to provide certain special services in and for the Area for a period of 5 years (the "Initial Levy Period") in addition to the services provided by and to the City of Chicago (the "City") generally; and

WHEREAS, The Initial Levy Period expired; and

WHEREAS, On November 17, 1993, the City Council enacted an ordinance which again established a special service area known and designated as City of Chicago Special Service Area Number 8 to provide special services in the area in addition to services provided generally by the City and authorizing a levy of an annual tax not to exceed forty-one hundredths of one percent (.41%) of the equalized assessed value of all property within the area to provide such services for an additional period of 10 years (the "Second Levy Period"); and

WHEREAS, The Second Levy Period has expired; and

WHEREAS, On December 17, 2003, the City Council enacted an ordinance which again established a special service area known and designated as City of Chicago Special Service Area Number 8 (the "Third Area") to provide special services in the Third Area in addition to services provided generally by the City and authorizing a levy of an annual tax not to exceed the sum of forty-one hundredths of one percent (.41%) of the equalized assessed value of the taxable property within the area to provide such services for an additional period of 10 years (the "Third Services Tax"); and

WHEREAS, On November 16, 2011 the City Council enacted an ordinance (the "Establishment Ordinance") which reestablished an area known and designated as City of Chicago Special Service Area Number 8 (the "Area") with reconstituted boundaries, terminated the authorization to levy the Third Services Tax, and authorized the levy of an annual tax, for the period beginning in tax year 2011 through and including tax year 2025,

not to exceed an annual rate of forty-one hundredths of one percent (.41%) of the equalized assessed value of the taxable property therein (the "Services Tax") to provide certain special services in and for the Area in addition to the services provided by and to the City of Chicago generally (the "Special Services"); and

WHEREAS, The Establishment Ordinance established the Area as that territory consisting approximately of the area Broadway, from Diversey Parkway to Grace Street; on Clark Street, from Diversey Parkway to Fletcher Street on the west side and Belmont Avenue on the east side; on Halsted Street, from Diversey Parkway to Belmont Avenue; on Belmont Avenue, from Halsted Street to Orchard Street on the south side of the street and Broadway on the north side of the street; on the north side of Diversey Parkway, from Halsted Street to one parcel west of Sheridan Road; and

WHEREAS, The Special Services authorized in the Establishment Ordinance include, but are not limited to: recruitment of new businesses to the Area, rehabilitation activities, maintenance and beautification activities, new construction, security, coordination of promotional and advertising activities, strategic planning for the Area, and other technical assistance activities to promote commercial and economic development (which may include, but are not limited to, streetscape improvements, strategic transit/parking improvement including parking management studies, and enhanced land use oversight and control initiatives); and

WHEREAS, The Establishment Ordinance provided for the appointment of the Lakeview East Special Service Area Commission (the "Commission") to advise the City Council regarding the amount of the Services Tax to be levied and for the purpose of recommending to the City Council: (1) a yearly budget based upon the cost of providing the Special Services; (2) an entity to serve as a service provider (the "Service Provider"); (3) an agreement between the City and the Service Provider for the provision of Special Services to the Area (the "Service Provider Agreement"); and (4) a budget to be included in the agreement between the City and the Service Provider (the "Budget") (the aforementioned items 1 through 4 shall be known collectively herein as the "Recommendations"); and

WHEREAS, The Commission has been duly appointed and qualified and has heretofore prepared and transmitted to the Commissioner of the Department of Planning and Development (the "Commissioner") its Recommendations to the City Council, including the Budget attached hereto as Exhibit A and hereby made a part hereof; now, therefore,

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

SECTION 1. Incorporation Of Preambles. The preambles of this ordinance are hereby incorporated into this text as if set out herein in full.

SECTION 2. Appropriations. There is hereby appropriated the following sums in the amounts and for the purposes necessary to provide the Special Services in and for the

Area, the estimated amounts of miscellaneous income and the amounts required to be raised by the levy of the Services Tax indicated as follows:

Lakeview East Special Service Area Commission

Special Service Area Budget.

For the fiscal year commencing January 1, 2017 and ending December 31, 2017.

|                                                                                                                                                                                  | Expenditures |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|
| Service Provider Agreement for the provision of Special Services                                                                                                                 | \$923,658    |
| TOTAL BUDGET REQUEST:                                                                                                                                                            | \$923,658    |
| Source Of Funding                                                                                                                                                                |              |
| Tax levy at an annual rate not to exceed forty-one hundredths of one percent (.41%) of the equalized assessed value of the taxable property within Special Service Area Number 8 | \$917,785    |
| Carryover funds currently available from prior tax years                                                                                                                         | \$5,873      |
| Late collections received by the City of Chicago attributable to the levy of the Services Tax in prior tax years, along with interest income thereon, if any                     | \$0          |

SECTION 3. Levy Of Taxes. There is hereby levied pursuant to the provisions of Article VII, Sections 6(a) and 6(l)(2) of the Constitution of the State of Illinois and pursuant to the provisions of the Act and pursuant to the provisions of the Establishment Ordinance, the sum of \$917,785 as the amount of the Services Tax for the tax year 2016.

SECTION 4. Filing. The City Clerk of the City (the "City Clerk") is hereby ordered and directed to file in the Office of the County Clerk of Cook County, Illinois (the "County Clerk") a certified copy of this ordinance on or prior to December 27, 2016, and the

County Clerk shall thereafter extend for collection together with all other taxes to be levied by the City of Chicago, the Services Tax herein provided for, said Services Tax to be extended for collection by the County Clerk for the tax year 2016 against all the taxable property within the Area, the amount of the Services Tax herein levied to be in addition to and in excess of all other taxes to be levied and extended against all taxable property within the Area.

SECTION 5. Service Provider Agreement. The Commissioner, or a designee of the Commissioner (each, an "Authorized Officer"), are each hereby authorized, subject to approval by the Corporation Counsel as to form and legality, to enter into, execute and deliver a Service Provider Agreement as authorized herein with Lakeview East Chamber of Commerce, an Illinois not-for-profit corporation, as the Service Provider, for a one-year term in a form acceptable to such Authorized Officer, along with such other supporting documents, if any, as may be necessary to carry out and comply with the provisions of the Service Provider Agreement. The Budget shall be attached to the Service Provider Agreement as an exhibit. Upon the execution of the Service Provider Agreement and the receipt of proper documentation the Authorized Officer and the City Comptroller are each hereby authorized to disburse the sums appropriated in Section 2 above to the Service Provider in consideration for the provision of the Special Services described in the Budget. The Department of Planning and Development shall promptly make a copy of the executed Service Provider Agreement readily available for public inspection.

SECTION 6. Enforceability. If any section, paragraph or provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this ordinance.

SECTION 7. Conflict. This ordinance shall control over any provision of any other ordinance, resolution, motion or order in conflict with this ordinance, to the extent of such conflict.

SECTION 8. Publication. This ordinance shall be published by the City Clerk, in special pamphlet form, and made available in her office for public inspection and distribution to members of the public who may wish to avail themselves of a copy of this ordinance.

SECTION 9. Effective Date. This ordinance shall take effect 10 days after its passage and publication.

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



Exhibit "A".

Budget.

| Special Service Area # 8 |                                   |
|--------------------------|-----------------------------------|
| Service Provider Agency: | Lakeview East Chamber of Commerce |
|                          |                                   |
|                          |                                   |

**2017 BUDGET SUMMARY**

Budget and Services Period: January 1, 2017 through December 31, 2017

| CATEGORY                               | 2016 Levy           |                                 | Carry Over     | TIF Rebate:<br>Fund #334 | Estimated<br>Late<br>Collections<br>and Interest | 2017 Budget      |
|----------------------------------------|---------------------|---------------------------------|----------------|--------------------------|--------------------------------------------------|------------------|
|                                        | Collectable<br>Levy | Estimated<br>Loss<br>Collection |                |                          |                                                  |                  |
| 1.00 Customer Attraction               | \$210,345           | \$2,000                         | \$5,873        | \$0                      | \$0                                              | \$218,218        |
| 2.00 Public Way Aesthetics             | \$353,640           | \$6,000                         | \$0            | \$0                      | \$0                                              | \$359,640        |
| 3.00 Sustainability and Public Places  | \$26,900            | \$6,000                         | \$0            | \$0                      | \$0                                              | \$32,900         |
| 4.00 Economic/<br>Business Development | \$8,500             | \$10,000                        | \$0            | \$0                      | \$0                                              | \$18,500         |
| 5.00 Safety Programs                   | \$30,500            | \$0                             | \$0            | \$0                      | \$0                                              | \$30,500         |
| 6.00 SSA Management                    | \$85,900            | \$0                             | \$0            | \$0                      | \$0                                              | \$85,900         |
| 7.00 Personnel                         | \$178,000           | \$0                             |                | \$0                      | \$0                                              | \$178,000        |
|                                        | Sub-total           | \$893,785                       | \$24,000       |                          |                                                  |                  |
| <b>GRAND TOTALS</b>                    | Levy Total          | <b>\$917,785</b>                | <b>\$5,873</b> | <b>\$0</b>               | <b>\$0</b>                                       | <b>\$923,658</b> |

**LEVY ANALYSIS**

|                                             |               |
|---------------------------------------------|---------------|
| Estimated 2016 EAV:                         | \$223,850,082 |
| Authorized Tax Rate Cap:                    | 0.410%        |
| Maximum Potential Levy limited by Rate Cap: | \$917,785     |
| Requested 2016 Levy Amount:                 | \$917,785     |
| Estimated Tax Rate to Generate 2016 Levy:   | 0.41%         |

**LEVY CHANGE FROM PREVIOUS YEAR**

|                 |           |
|-----------------|-----------|
| 2015 Levy Total | \$879,835 |
| 2016 Levy Total | \$917,785 |

IMPOSITION OF TAX LEVY, APPROVAL OF YEAR 2017 BUDGET AND  
EXECUTION OF SERVICE PROVIDER AGREEMENT FOR SPECIAL SERVICE  
AREA NO. 10.

[O2016-7349]

The Committee on Finance submitted the following report:

CHICAGO, November 1, 2016.

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

Your Committee on Finance, having had under consideration an ordinance authorizing the imposition of a tax levy, the approval of the 2017 budget and the approval of the service provider agreement for Special Service Area Number 10, amount to be levied: \$304,761, 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.

Alderman Burke abstained from voting on this item pursuant to Rule 14.

Respectfully submitted,

(Signed) EDWARD M. BURKE,  
*Chairman.*

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

*Yeas* – Aldermen Moreno, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Beale, Sadlowski Garza, Thompson, Cárdenas, Quinn, Lopez, Foulkes, D. Moore, Curtis, O'Shea, Cochran, Muñoz, Zalewski, Solis, Maldonado, Burnett, Ervin, Taliaferro, Reboyas, Waguespack, Mell, Ramirez-Rosa, Villegas, Sposato, Laurino, O'Connor, Napolitano, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Silverstein -- 43.

*Nays* – None.

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

Alderman Burke abstained from voting pursuant to Rule 14 of the City Council's Rules of Order and Procedure, disclosing that he had represented parties to this ordinance in previous and unrelated matters.

The following is said ordinance as passed:

WHEREAS, Special service areas may be established pursuant to Article VII, Sections 6(l) and 7(6) of the Constitution of the State of Illinois, and pursuant to the provisions of the Special Service Area Tax Law, 35 ILCS 200/27-5, et seq. (the "Special Service Area Act") and pursuant to the Property Tax Code, 35 ILCS 200/1-1, et seq., as amended from time to time; and

WHEREAS, On September 13, 1989, the City Council of the City of Chicago (the "City Council") enacted an ordinance, as amended by an ordinance enacted by the City Council on November 15, 1995 (collectively, the "Establishment Ordinance") which established an area known and designated as City of Chicago Special Service Area Number 10 (the "Area") and authorized the levy of an annual tax not to exceed an annual rate of one and nine-tenths percent (1.9%) of the equalized assessed value of the taxable property therein (the "Services Tax") to provide certain special services in and for the Area in addition to the services provided by and to the City of Chicago generally (the "Special Services"); and

WHEREAS, Certain funds in Fund 339 ("Fund 339") in the amount of \$119,891 are available for use in connection with the Area; and

WHEREAS, The Establishment Ordinance established the Area as that territory approximately bounded by the area fronting in whole or in part on 47<sup>th</sup> Street, from the Conrail Railroad tracks on the west (2200 West) to Loomis Street on the east and on Ashland Avenue, from the Conrail Railroad tracks on the north (4000 South) to 49<sup>th</sup> Street on the south; and

WHEREAS, The Special Services authorized in the Establishment Ordinance included recruitment of new businesses to the Area, rehabilitation activities, loan packaging services, maintenance and beautification activities, coordinated promotional and advertising activities for the Area, private security services, and other technical assistance activities to promote commercial and economic development; and

WHEREAS, The Establishment Ordinance provided for the appointment of the Back of the Yards Special Service Area Commission (the "Commission") to advise the City Council regarding the amount of the Services Tax to be levied and for the purpose of recommending to the City Council: (1) a yearly budget based upon the cost of providing the Special Services; (2) an entity to serve as a service provider (the "Service Provider"); (3) an agreement between the City and the Service Provider for the provision of Special Services to the Area (the "Service Provider Agreement"); and (4) a budget to be included in the agreement between the City and the Service Provider (the "Budget") (the aforementioned items 1 through 4 shall be known collectively herein as the "Recommendations"); and

WHEREAS, The Commission has been duly appointed and qualified and has heretofore prepared and transmitted to the Commissioner of the Department of Planning and Development (the "Commissioner") its Recommendations to the City Council, including the Budget attached hereto as Exhibit A and hereby made a part hereof; now, therefore,

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

SECTION 1. Incorporation Of Preambles. The preambles of this ordinance are hereby incorporated into this text as if set out herein in full.

SECTION 2. Appropriations. There is hereby appropriated the following sums in the amounts and for the purposes necessary to provide the Special Services in and for the Area, the estimated amounts of miscellaneous income and the amounts required to be raised by the levy of the Services Tax indicated as follows:

Back Of The Yards Special Service Area Commission

Special Service Area Budget.

For the fiscal year beginning January 1, 2017 and ending December 31, 2017.

|                                                                                                                                                                       | Expenditures |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|
| Service Provider Agreement for the provision of Special Services                                                                                                      | \$427,090    |
| TOTAL BUDGET REQUEST:                                                                                                                                                 | \$427,090    |
| Source Of Funding                                                                                                                                                     |              |
| Tax levy at an annual rate not to exceed one and nine-tenths percent (1.9%) of the equalized assessed value of taxable property within Special Service Area Number 10 | \$304,761    |
| Fund 339                                                                                                                                                              | \$119,891    |
| Carryover funds currently available from prior tax years                                                                                                              | \$0          |
| Late collections received by the City of Chicago attributable to the levy of the Services Tax in prior tax years, along with interest income thereon, if any          | \$2,438      |

SECTION 3. Levy Of Taxes. There is hereby levied pursuant to the provisions of Article VII, Sections 6(a) and 6(l)(2) of the Constitution of the State of Illinois and pursuant to the provisions of the Special Service Area Act and pursuant to the provisions of the Establishment Ordinance, the sum of \$304,761 as the amount of the Services Tax for the tax year 2016.

SECTION 4. Filing. The City Clerk of the City of Chicago (the "City Clerk") is hereby ordered and directed to file in the Office of the County Clerk of Cook County, Illinois (the "County Clerk") a certified copy of this ordinance on or prior to December 27, 2016, and the County Clerk shall thereafter extend for collection together with all other taxes to be levied by the City of Chicago, the Services Tax herein provided for, said Services Tax to be extended for collection by the County Clerk for the tax year 2016 against all the taxable property within the Area, the amount of the Services Tax herein levied to be in addition to and in excess of all other taxes to be levied and extended against all taxable property within the Area.

SECTION 5. Service Provider Agreement. The Commissioner, or a designee of the Commissioner (each, an "Authorized Officer"), are each hereby authorized, subject to approval by the Corporation Counsel as to form and legality, to enter into, execute and deliver a Service Provider Agreement as authorized herein with Back of the Yards Neighborhood Council, an Illinois not-for-profit corporation, as the Service Provider, for a one-year term in a form acceptable to such Authorized Officer, along with such other supporting documents, if any, as may be necessary to carry out and comply with the provisions of the Service Provider Agreement. The Budget shall be attached to the Service Provider Agreement as an exhibit. Upon the execution of the Service Provider Agreement and the receipt of proper documentation the Authorized Officer and the City Comptroller are each hereby authorized to disburse the sums appropriated in Section 2 above to the Service Provider in consideration for the provision of the Special Services described in the Budget. The Department of Planning and Development shall promptly make a copy of the executed Service Provider Agreement readily available for public inspection.

SECTION 6. Enforceability. If any section, paragraph or provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this ordinance.

SECTION 7. Conflict. This ordinance shall control over any provision of any other ordinance, resolution, motion or order in conflict with this ordinance, to the extent of such conflict.

SECTION 8. Publication. This ordinance shall be published by the City Clerk, in special pamphlet form, and made available in her office for public inspection and distribution to members of the public who may wish to avail themselves of a copy of this ordinance.

SECTION 9. Effective Date. This ordinance shall take effect 10 days after its passage and publication.

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

Exhibit "A".

Budget.

| Special Service Area # 10 |                                        |
|---------------------------|----------------------------------------|
| Service Provider Agency:  | Back of the Yards Neighborhood Council |
|                           |                                        |
|                           |                                        |

**2017 BUDGET SUMMARY**

Budget and Services Period: January 1, 2017 through December 31, 2017

|                                       |            | 2016 Levy        |                           |            |                      |                                         |             |
|---------------------------------------|------------|------------------|---------------------------|------------|----------------------|-----------------------------------------|-------------|
| CATEGORY                              |            | Collectable Levy | Estimated Loss Collection | Carry Over | TIF Rebate Fund #339 | Estimated Late Collections and Interest | 2017 Budget |
| 1.00 Customer Attraction              |            | \$4,650          | \$9,130                   | \$0        | \$61,500             | \$2,438                                 | \$77,718    |
| 2.00 Public Way Aesthetics            |            | \$117,221        | \$1,000                   | \$0        | \$38,141             | \$0                                     | \$156,362   |
| 3.00 Sustainability and Public Places |            | \$2,000          | \$0                       | \$0        | \$0                  | \$0                                     | \$2,000     |
| 4.00 Economic/ Business Development   |            | \$51,656         | \$2,000                   | \$0        | \$10,000             | \$0                                     | \$63,656    |
| 5.00 Safety Programs                  |            | \$0              | \$0                       | \$0        | \$0                  | \$0                                     | \$0         |
| 6.00 SSA Management                   |            | \$9,050          | \$0                       | \$0        | \$10,250             | \$0                                     | \$19,300    |
| 7.00 Personnel                        |            | \$108,054        | \$0                       |            | \$0                  | \$0                                     | \$108,054   |
|                                       | Sub-total  | \$292,631        | \$12,130                  |            |                      |                                         |             |
| GRAND TOTALS                          | Levy Total | \$304,761        |                           | \$0        | \$119,891            | \$2,438                                 | \$427,090   |

**LEVY ANALYSIS**

|                                                |              |
|------------------------------------------------|--------------|
| Estimated 2016 EAV:                            | \$32,657,344 |
| Authorized Tax Rate Cap:                       | 1.900%       |
| Maximum Potential Levy<br>limited by Rate Cap: | \$620,490    |
| Requested 2016 Levy Amount:                    | \$304,761    |
| Estimated Tax Rate to Generate<br>2016 Levy:   | 0.93%        |

IMPOSITION OF TAX LEVY, APPROVAL OF YEAR 2017 BUDGET AND  
EXECUTION OF SERVICE PROVIDER AGREEMENT FOR SPECIAL SERVICE  
AREA NO. 14.

[O2016-7350]

The Committee on Finance submitted the following report:

CHICAGO, November 1, 2016.

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

Your Committee on Finance, having had under consideration an ordinance authorizing the imposition of a tax levy, the approval of the 2017 budget and the approval of the service provider agreement for Special Service Area Number 14, amount to be levied: \$469,633, 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) EDWARD M. BURKE,  
*Chairman.*

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

*Yeas* -- Aldermen Moreno, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Beale, Sadlowski Garza, Thompson, Cárdenas, Quinn, Burke, Lopez, Foulkes, D. Moore, Curtis, O'Shea, Cochran, Muñoz, Zalewski, Solis, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Waguespack, Mell, Ramirez-Rosa, Villegas, Sposato, Laurino, O'Connor, Napolitano, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Silverstein -- 44.

*Nays* -- None.

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

The following is said ordinance as passed:

WHEREAS, Special service areas may be established pursuant to Article VII, Sections 6(l) and 7(6) of the Constitution of the State of Illinois, and pursuant to the provisions of the Special Service Area Tax Law, 35 ILCS 200/27-5, et seq., as amended from time to time (the "Act") and pursuant to the Property Tax Code, 35 ILCS 200/1-1, et seq., as amended from time to time; and

WHEREAS, On October 7, 1993, the City Council of the City of Chicago (the "City Council") enacted an ordinance establishing a special service area known and designated as City of Chicago Special Service Area Number 14 to provide special governmental services in the area in addition to services provided generally by the City of Chicago and authorizing a real property tax not to exceed an annual rate of forty-one one-hundredths of one percent (0.41%) of the equalized assessed value of all property within the area to provide such services for a period of four years (the "Initial Levy Period"), which such ordinance was amended on March 9, 1995; and

WHEREAS, The Initial Levy Period has expired; and

WHEREAS, On December 10, 1997, the City Council enacted an ordinance which again established a special service area known and designated as City of Chicago Special Service Area Number 14 and authorized the levy of an annual tax for the period beginning in 1997 through and including 2000 (the "Second Levy Period"), not to exceed an annual rate of forty-one one-hundredths of one percent (0.41%) of the equalized assessed value of the taxable property therein to provide certain special services in and for the area in addition to the services provided by and to the City of Chicago generally; and

WHEREAS, The Second Levy Period has expired; and

WHEREAS, On December 5, 2001, the City Council enacted an ordinance which again established a special service area known and designated as City of Chicago Special Service Area Number 14 and authorized the levy of an annual tax, for the period beginning in 2001 through and including 2004 (the "Third Levy Period"), not to exceed the sum of forty-one one-hundredths of one percent (0.41%) of the equalized assessed value of the taxable property therein to provide certain special services in and for the area in addition to the services provided by and to the City of Chicago generally; and

WHEREAS, The Third Levy Period has expired; and

WHEREAS, On December 7, 2005, the City Council enacted an ordinance which again established a special service area known and designated as City of Chicago Special Service Area Number 14 and authorized the levy of an annual tax, for the period beginning in 2005 through and including 2007 (the "Fourth Levy Period"), not to exceed the sum of forty-one one-hundredths of one percent (0.41%) of the equalized assessed value of the



taxable property therein to provide certain special services in and for the area in addition to the services provided by and to the City of Chicago generally; and

WHEREAS, The Fourth Levy Period has expired; and

WHEREAS, On November 12, 2008, the City Council enacted an ordinance which again established a special service area known and designated as City of Chicago Special Service Area Number 14 and authorized the levy of an annual tax, for a period of five (5) years beginning in 2008 through and including 2012 (the "Fifth Levy Period"), not to exceed the sum of forty-one one-hundredths of one percent (0.41%) of the equalized assessed value of the taxable property therein to provide certain special services in and for the area in addition to the services provided by and to the City of Chicago generally; and

WHEREAS, The Fifth Levy Period has expired; and

WHEREAS, On December 11, 2013, the City Council enacted an ordinance (the "Establishment Ordinance") which established an area known and designated as City of Chicago Special Service Area Number 14 (the "Area") and authorized the levy of an annual tax, for the period beginning in 2013 through and including 2017, not to exceed an annual rate of forty-one one-hundredths of one percent (0.41%) of the equalized assessed value of the taxable property therein (the "Services Tax") to provide certain special services in and for the Area in addition to the services provided by and to the City of Chicago generally (the "Special Services"); and

WHEREAS, Certain funds in Fund 392 ("Fund 392") in the amount of \$216 are available for use in connection with the Area; and

WHEREAS, The Establishment Ordinance established the Area as that territory consisting approximately of West Marquette Road on the north, 75<sup>th</sup> Street on the south, Kedzie Avenue on the west and Bell Avenue on the east; and

WHEREAS, The Special Services authorized in the Establishment Ordinance include, but are not limited to: security services provided in the Area, including the administration necessary for the implementation of such security services; coordinated marketing and promotional activities; business retention and recruitment; area strategic planning; and other technical assistance activities to promote community and economic development; and

WHEREAS, The Establishment Ordinance provided for the appointment of the Marquette Park Special Service Area Commission (the "Commission") to advise the City Council regarding the amount of the Services Tax to be levied and for the purpose of recommending to the City Council: (1) a yearly budget based upon the cost of providing the Special Services; (2) an entity to serve as a service provider (the "Service Provider"); (3) an agreement between the City and the Service Provider for the provision of Special Services to the Area (the "Service Provider Agreement"); and (4) a budget to be included in the agreement between the City and the Service Provider (the "Budget") (the aforementioned items 1 through 4 shall be known collectively herein as the "Recommendations"); and

WHEREAS, The Commission has been duly appointed and qualified and has heretofore prepared and transmitted to the Commissioner of the Department of Planning and Development (the "Commissioner") its Recommendations to the City Council, including the Budget attached hereto as Exhibit A and hereby made a part hereof; now, therefore,

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

SECTION 1. Incorporation Of Preambles. The preambles of this ordinance are hereby incorporated into this text as if set out herein in full.

SECTION 2. Appropriations. There is hereby appropriated the following sums in the amounts and for the purposes necessary to provide the Special Services in and for the Area, the estimated amounts of miscellaneous income and the amounts required to be raised by the levy of the Services Tax indicated as follows:

Marquette Park Special Service Area Commission

Special Service Area Budget.

For the fiscal year commencing January 1, 2017 and ending December 31, 2017.

|                                                                                                                                                                                        | Expenditures |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|
| Service Provider Agreement for the provision of Special Services                                                                                                                       | \$556,957    |
| TOTAL BUDGET REQUEST:                                                                                                                                                                  | \$556,957    |
| Source Of Funding                                                                                                                                                                      |              |
| Tax levy at an annual rate not to exceed forty-one one-hundredths of one percent (0.41%) of the equalized assessed value of the taxable property within Special Service Area Number 14 | \$469,633    |
| Fund 392                                                                                                                                                                               | \$216        |
| Carryover funds currently available from prior tax years                                                                                                                               | \$71,000     |
| Late collections received by the City of Chicago attributable to the levy of the Services Tax in prior tax years, along with interest income thereon, if any                           | \$16,108     |

SECTION 3. Levy Of Taxes. There is hereby levied pursuant to the provisions of Article VII, Sections 6(a) and 6(l)(2) of the Constitution of the State of Illinois and pursuant to the provisions of the Act and pursuant to the provisions of the Establishment Ordinance, the sum of \$469,633 as the amount of the Services Tax for the tax year 2016.

SECTION 4. Filing. The City Clerk of the City (the "City Clerk") is hereby ordered and directed to file in the Office of the County Clerk of Cook County, Illinois (the "County Clerk") a certified copy of this ordinance on or prior to December 29, 2016, and the County Clerk shall thereafter extend for collection together with all other taxes to be levied by the City of Chicago, the Services Tax herein provided for, said Services Tax to be extended for collection by the County Clerk for the tax year 2016 against all the taxable property within the Area, the amount of the Services Tax herein levied to be in addition to and in excess of all other taxes to be levied and extended against all taxable property within the Area.

SECTION 5. Service Provider Agreement. The Commissioner, or a designee of the Commissioner (each, an "Authorized Officer"), are each hereby authorized, subject to approval by the Corporation Counsel as to form and legality, to enter into, execute and deliver a Service Provider Agreement as authorized herein with Lithuanian Human Services Council of the USA, Inc., an Illinois not-for-profit corporation, as the Service Provider, for a one-year term in a form acceptable to such Authorized Officer, along with such other supporting documents, if any, as may be necessary to carry out and comply with the provisions of the Service Provider Agreement. The Budget shall be attached to the Service Provider Agreement as an exhibit. Upon the execution of the Service Provider Agreement and the receipt of proper documentation the Authorized Officer and the City Comptroller are each hereby authorized to disburse the sums appropriated in Section 2 above to the Service Provider in consideration for the provision of the Special Services described in the Budget. The Department of Planning and Development shall promptly make a copy of the executed Service Provider Agreement readily available for public inspection.

SECTION 6. Enforceability. If any section, paragraph or provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this ordinance.

SECTION 7. Conflict. This ordinance shall control over any provision of any other ordinance, resolution, motion or order in conflict with this ordinance, to the extent of such conflict.

SECTION 8. Publication. This ordinance shall be published by the City Clerk, in special pamphlet form, and made available in her office for public inspection and distribution to members of the public who may wish to avail themselves of a copy of this ordinance.

SECTION 9. Effective Date. This ordinance shall take effect 10 days after its passage and publication.

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

Exhibit "A".

Budget.

| Special Service Area # 14 |                                                    |
|---------------------------|----------------------------------------------------|
| Service Provider Agency:  | Lithuanian Human Services Council of the USA, Inc. |
|                           |                                                    |
|                           |                                                    |

### 2017 BUDGET SUMMARY

Budget and Services Period: January 1, 2017 through December 31, 2017

| 2016 Levy                             |                  |                           |            |                      |                                         |             |
|---------------------------------------|------------------|---------------------------|------------|----------------------|-----------------------------------------|-------------|
| CATEGORY                              | Collectable Levy | Estimated Loss Collection | Carry Over | TIF Rebate Fund #392 | Estimated Late Collections and Interest | 2017 Budget |
| 1.00 Customer Attraction              | \$2,500          | \$0                       | \$1,000    | \$0                  | \$0                                     | \$3,500     |
| 2.00 Public Way Aesthetics            | \$0              | \$0                       | \$0        | \$0                  | \$0                                     | \$0         |
| 3.00 Sustainability and Public Places | \$0              | \$0                       | \$0        | \$0                  | \$0                                     | \$0         |
| 4.00 Economic/ Business Development   | \$21,000         | \$0                       | \$70,000   | \$216                | \$0                                     | \$91,216    |
| 5.00 Safety Programs                  | \$320,000        | \$40,541                  | \$0        | \$0                  | \$16,108                                | \$376,649   |
| 6.00 SSA Management                   | \$44,900         | \$0                       | \$0        | \$0                  | \$0                                     | \$44,900    |
| 7.00 Personnel                        | \$40,692         | \$0                       |            | \$0                  | \$0                                     | \$40,692    |
|                                       | Sub-total        | \$429,092                 | \$40,541   |                      |                                         |             |
| GRAND TOTALS                          | Levy Total       | \$469,633                 | \$71,000   | \$216                | \$16,108                                | \$556,957   |

| LEVY ANALYSIS                               |               |
|---------------------------------------------|---------------|
| Estimated 2016 EAV:                         | \$115,340,912 |
| Authorized Tax Rate Cap:                    | 0.410%        |
| Maximum Potential Levy limited by Rate Cap: | \$472,898     |
| Requested 2016 Levy Amount:                 | \$469,633     |
| Estimated Tax Rate to Generate 2016 Levy:   | 0.41%         |

IMPOSITION OF TAX LEVY, APPROVAL OF YEAR 2017 BUDGET AND  
EXECUTION OF SERVICE PROVIDER AGREEMENT FOR SPECIAL SERVICE  
AREA NO. 22.

[O2016-7351]

The Committee on Finance submitted the following report:

CHICAGO, November 1, 2016.

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

Your Committee on Finance, having had under consideration an ordinance authorizing the imposition of a tax levy, the approval of the 2017 budget and the approval of the service provider agreement for Special Service Area Number 22, amount to be levied: \$206,643, 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) EDWARD M. BURKE,  
*Chairman.*

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

*Yeas* -- Aldermen Moreno, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Beale, Sadlowski Garza, Thompson, Cárdenas, Quinn, Burke, Lopez, Foulkes, D. Moore, Curtis, O'Shea, Cochran, Muñoz, Zalewski, Solis, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Waguespack, Mell, Ramirez-Rosa, Villegas, Sposato, Laurino, O'Connor, Napolitano, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Silverstein -- 44.

*Nays* -- None.

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

The following is said ordinance as passed:

WHEREAS, Special service areas may be established pursuant to Article VII, Sections 6(l) and 7(6) of the Constitution of the State of Illinois, and pursuant to the provisions of the Special Service Area Tax Law, 35 ILCS 200/27-5, et seq., as amended from time to time (the "Act") and pursuant to the Property Tax Code, 35 ILCS 200/1-1, et seq., as amended from time to time; and

WHEREAS, On November 13, 2002, the City Council of the City of Chicago (the "City Council") enacted an ordinance (the "Original Ordinance") which established an area known and designated as City of Chicago Special Service Area Number 22 (the "Original Area") and authorized the levy of an annual tax, for the period beginning in 2002 through and including 2011 (the "Original Services Tax"), not to exceed an annual rate of four hundred seventy-five one-thousandths of one percent (0.475%) of the equalized assessed value of the taxable property therein to provide certain special services in and for the Original Area in addition to the services provided by and to the City of Chicago (the "City") generally; and

WHEREAS, On November 15, 2012, the City Council enacted an ordinance (the "Enlargement Ordinance") which (i) enlarged the boundaries of the Original Area (such enlarged Original Area is referred to herein as the "Area"), (ii) increased the maximum rate of the Original Services Tax from an annual rate of four hundred seventy-five one-thousandths of one percent (0.475%) to five tenths of one percent (0.5%) of the equalized assessed value of the taxable property within the Area (the "Services Tax"), and (iii) extended the number of years of the authorization of the levy of the Services Tax for a period beginning in 2012 through and including tax year 2026 in order to provide the Special Services (as hereinafter defined) in and for the Area in addition to the services provided by and to the City generally; and

WHEREAS, The Original Ordinance and the Enlargement Ordinance are herein collectively referred to as the "Establishment Ordinance"; and

WHEREAS, Certain funds in Fund 338 ("Fund 338") in the amount of \$8,853 are available for use in connection with the Area; and

WHEREAS, The Establishment Ordinance established the Area as that territory consisting approximately of the area fronting Clark Street, from the south side of

Victoria Street to the north side of Ainslie Street; and the south side of Balmoral Avenue, from Clark Street to the east side of Ashland Avenue; and

WHEREAS, The Special Services authorized in the Establishment Ordinance include, but are not limited to: recruitment of new businesses to the Area, rehabilitation activities, maintenance and beautification activities, new construction, security, promotional and advertising activities, strategic planning for the Area, and other technical assistance activities to promote commercial and economic development (which may include, but are not limited to, streetscape improvements, strategic transit/parking improvement including parking management studies, and enhanced land use oversight and control initiatives) (collectively, the "Special Services"); and

WHEREAS, The Establishment Ordinance provided for the appointment of the Andersonville Street Special Service Area Commission (the "Commission") to advise the City Council regarding the amount of the Services Tax to be levied and for the purpose of recommending to the City Council: (1) a yearly budget based upon the cost of providing the Special Services; (2) an entity to serve as a service provider (the "Service Provider"); (3) an agreement between the City and the Service Provider for the provision of Special Services to the Area (the "Service Provider Agreement"); and (4) a budget to be included in the agreement between the City and the Service Provider (the "Budget") (the aforementioned items 1 through 4 shall be known collectively herein as the "Recommendations"); and

WHEREAS, The Commission has been duly appointed and qualified and has heretofore prepared and transmitted to the Commissioner of the Department of Planning and Development (the "Commissioner") its Recommendations to the City Council, including the Budget attached hereto as Exhibit A and hereby made a part hereof; now, therefore,

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

SECTION 1. Incorporation Of Preambles. The preambles of this ordinance are hereby incorporated into this text as if set out herein in full.

SECTION 2. Appropriations. There is hereby appropriated the following sums in the amounts and for the purposes necessary to provide the Special Services in and for the Area, the estimated amounts of miscellaneous income and the amounts required to be raised by the levy of the Services Tax indicated as follows:

## Andersonville Street Special Service Area Commission

## Special Service Area Budget.

For the fiscal year commencing January 1, 2017 and ending December 31, 2017.

|                                                                                                                                                              | Expenditures |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|
| Service Provider Agreement for the provision of Special Services                                                                                             | \$262,109    |
| TOTAL BUDGET REQUEST:                                                                                                                                        | \$262,109    |
| Source Of Funding                                                                                                                                            |              |
| Tax levy at an annual rate not to exceed 0.5 percent of the equalized assessed value of the taxable property within Special Service Area Number 22           | \$206,643    |
| Fund 338                                                                                                                                                     | \$8,853      |
| Carryover funds currently available from prior tax years                                                                                                     | \$25,500     |
| Late collections received by the City of Chicago attributable to the levy of the Services Tax in prior tax years, along with interest income thereon, if any | \$21,113     |

SECTION 3. Levy Of Taxes. There is hereby levied pursuant to the provisions of Article VII, Sections 6(a) and 6(l)(2) of the Constitution of the State of Illinois and pursuant to the provisions of the Act and pursuant to the provisions of the Establishment Ordinance, the sum of \$206,643 as the amount of the Services Tax for the tax year 2016.

SECTION 4. Filing. The City Clerk of the City (the "City Clerk") is hereby ordered and directed to file in the Office of the County Clerk of Cook County, Illinois (the "County Clerk") a certified copy of this ordinance on or prior to December 27, 2016, and the



County Clerk shall thereafter extend for collection together with all other taxes to be levied by the City of Chicago, the Services Tax herein provided for, said Services Tax to be extended for collection by the County Clerk for the tax year 2016 against all the taxable property within the Area, the amount of the Services Tax herein levied to be in addition to and in excess of all other taxes to be levied and extended against all taxable property within the Area.

SECTION 5. Service Provider Agreement. The Commissioner, or a designee of the Commissioner (each, an "Authorized Officer"), are each hereby authorized, subject to approval by the Corporation Counsel as to form and legality, to enter into, execute and deliver a Service Provider Agreement as authorized herein with Andersonville Chamber of Commerce, an Illinois not-for-profit corporation, as the Service Provider, for a one-year term in a form acceptable to such Authorized Officer, along with such other supporting documents, if any, as may be necessary to carry out and comply with the provisions of the Service Provider Agreement. The Budget shall be attached to the Service Provider Agreement as an exhibit. Upon the execution of the Service Provider Agreement and the receipt of proper documentation the Authorized Officer and the City Comptroller are each hereby authorized to disburse the sums appropriated in Section 2 above to the Service Provider in consideration for the provision of the Special Services described in the Budget. The Department of Planning and Development shall promptly make a copy of the executed Service Provider Agreement readily available for public inspection.

SECTION 6. Enforceability. If any section, paragraph or provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this ordinance.

SECTION 7. Conflict. This ordinance shall control over any provision of any other ordinance, resolution, motion or order in conflict with this ordinance, to the extent of such conflict.

SECTION 8. Publication. This ordinance shall be published by the City Clerk, in special pamphlet form, and made available in her office for public inspection and distribution to members of the public who may wish to avail themselves of a copy of this ordinance.

SECTION 9. Effective Date. This ordinance shall take effect 10 days after its passage and publication.

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

Exhibit "A".

Budget.

**Special Service Area # 22**

|                          |                                   |
|--------------------------|-----------------------------------|
| Service Provider Agency: | Andersonville Chamber of Commerce |
|                          |                                   |
|                          |                                   |

**2017 BUDGET SUMMARY**

Budget and Services Period: January 1, 2017 through December 31, 2017

|                                        |                   | 2016 Levy           |                                 | Carry Over      | TIF Rebate<br>Fund #338 | Estimated<br>Late<br>Collections<br>and Interest | 2017 Budget      |
|----------------------------------------|-------------------|---------------------|---------------------------------|-----------------|-------------------------|--------------------------------------------------|------------------|
| CATEGORY                               |                   | Collectable<br>Levy | Estimated<br>Loss<br>Collection |                 |                         |                                                  |                  |
| 1.00 Customer Attraction               |                   | \$24,523            | \$227                           | \$9,500         | \$0                     | \$0                                              | \$34,250         |
| 2.00 Public Way Aesthetics             |                   | \$97,116            | \$2,630                         | \$16,000        | \$8,853                 | \$3,262                                          | \$127,861        |
| 3.00 Sustainability and Public Places  |                   | \$29,200            | \$0                             | \$0             | \$0                     | \$8,300                                          | \$37,500         |
| 4.00 Economic/<br>Business Development |                   | \$2,599             | \$0                             | \$0             | \$0                     | \$9,551                                          | \$12,150         |
| 5.00 Safety Programs                   |                   | \$0                 | \$0                             | \$0             | \$0                     | \$0                                              | \$0              |
| 6.00 SSA Management                    |                   | \$13,198            | \$0                             | \$0             | \$0                     | \$0                                              | \$13,198         |
| 7.00 Personnel                         |                   | \$37,150            | \$0                             |                 | \$0                     | \$0                                              | \$37,150         |
|                                        | Sub-total         | \$203,786           | \$2,857                         |                 |                         |                                                  |                  |
| <b>GRAND TOTALS</b>                    | <b>Levy Total</b> | <b>\$206,643</b>    |                                 | <b>\$25,500</b> | <b>\$8,853</b>          | <b>\$21,113</b>                                  | <b>\$262,109</b> |

IMPOSITION OF TAX LEVY, APPROVAL OF YEAR 2017 BUDGET AND  
EXECUTION OF SERVICE PROVIDER AGREEMENT FOR SPECIAL SERVICE  
AREA NO. 25.

[O2016-7352]

The Committee on Finance submitted the following report:

CHICAGO, November 1, 2016.

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

Your Committee on Finance, having had under consideration an ordinance authorizing the imposition of a tax levy, the approval of the 2017 budget and the approval of the service provider agreement for Special Service Area Number 25, amount to be levied: \$384,279, 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) EDWARD M. BURKE,  
*Chairman.*

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

*Yeas* -- Aldermen Moreno, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Beale, Sadlowski Garza, Thompson, Cárdenas, Quinn, Burke, Lopez, Foulkes, D. Moore, Curtis, O'Shea, Cochran, Muñoz, Zalewski, Solis, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Waguespack, Mell, Ramirez-Rosa, Villegas, Sposato, Laurino, O'Connor, Napolitano, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Silverstein -- 44.

*Nays* -- None.

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

The following is said ordinance as passed:

WHEREAS, Special service areas may be established pursuant to Article VII, Sections 6(l) and 7(6) of the Constitution of the State of Illinois, and pursuant to the provisions of the Special Service Area Tax Law, 35 ILCS 200/27-5, et seq., as amended from time to time (the "Act") and pursuant to the Property Tax Code, 35 ILCS 200/1-1, et seq., as amended from time to time; and

WHEREAS, On December 17, 2003, the City Council of the City of Chicago (the "City Council") enacted an ordinance which established an area known and designated as City of Chicago Special Service Area Number 25 (the "Original Area") and authorized the levy of an annual tax, for the period beginning in tax year 2003 through and including tax year 2012 (the "Original Services Tax"), in an amount not to exceed an annual rate of forty-five one-hundredths of one percent (0.45%) of the equalized assessed value of the taxable property therein to provide certain special services in and for the Original Area in addition to the services provided by and to the City of Chicago generally; and

WHEREAS, On November 12, 2008, the City Council enacted an ordinance (the "Establishment Ordinance") which reestablished an area known and designated as City of Chicago Special Service Area Number 25 (the "Area") with reconstituted boundaries, terminated the authorization to levy the Original Services Tax, and authorized the levy of an annual tax, for the period beginning in tax year 2008 through and including tax year 2017, not to exceed an annual rate of forty-five one-hundredths of one percent (0.45%) of the equalized assessed value of the taxable property therein (the "Services Tax") to provide certain special services in and for the Area in addition to the services provided by and to the City of Chicago generally (the "Special Services"); and

WHEREAS, Certain funds in Fund 931 ("Fund 931") in the amount of \$4,566 are available for use in connection with the Area; and

WHEREAS, The Establishment Ordinance established the Area consisting of 26<sup>th</sup> Street, from California Avenue to Kenton Avenue; Kedzie Avenue, from 31<sup>st</sup> Street to 24<sup>th</sup> Street; Pulaski Road, from 31<sup>st</sup> Street to Cermak Road; and 25<sup>th</sup> Street, from Lawndale Avenue to Troy Street; and

WHEREAS, The Special Services authorized in the Establishment Ordinance include but are not limited to maintenance and beautification, new construction, coordinated marketing

and promotional activities, parking and transit programs, area strategic planning, business retention and recruitment, building facade improvements, security services and other technical assistance activities to promote community and economic development; and

WHEREAS, The Establishment Ordinance provided for the appointment of Little Village Special Service Area Commission (the "Commission") to advise the City Council regarding the amount of the Services Tax to be levied and for the purpose of recommending to the City Council: (1) a yearly budget based upon the cost of providing the Special Services; (2) an entity to serve as a service provider (the "Service Provider"); (3) an agreement between the City and the Service Provider for the provision of Special Services to the Area (the "Service Provider Agreement"); and (4) a budget to be included in the agreement between the City and the Service Provider (the "Budget") (the aforementioned items 1 through 4 shall be known collectively herein as the "Recommendations"); and

WHEREAS, The Commission has been duly appointed and qualified and has heretofore prepared and transmitted to the Commissioner of the Department of Planning and Development (the "Commissioner") its Recommendations to the City Council, including the Budget attached hereto as Exhibit A and hereby made a part hereof; now, therefore,

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

SECTION 1. Incorporation Of Preambles. The preambles of this ordinance are hereby incorporated into this text as if set out herein in full.

SECTION 2. Appropriations. There is hereby appropriated the following sums in the amounts and for the purposes necessary to provide the Special Services in and for the Area, the estimated amounts of miscellaneous income and the amounts required to be raised by the levy of the Services Tax indicated as follows:

Little Village Special Service Area Commission

Special Service Area Budget.

For the fiscal year commencing January 1, 2017 and ending December 31, 2017.

|                                                                                                                                                                                         | Expenditures |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|
| Service Provider Agreement for the provision of Special Services                                                                                                                        | \$416,475    |
| TOTAL BUDGET REQUEST:                                                                                                                                                                   | \$416,475    |
| Source Of Funding                                                                                                                                                                       |              |
| Tax levy at an annual rate not to exceed forty-five one-hundredths of one percent (0.45%) of the equalized assessed value of the taxable property within Special Service Area Number 25 | \$384,279    |
| Fund 931                                                                                                                                                                                | \$4,566      |
| Carryover funds currently available from prior tax years                                                                                                                                | \$0          |
| Late collections received by the City of Chicago attributable to the levy of the Services Tax in prior tax years, along with interest income thereon, if any                            | \$27,630     |

SECTION 3. Levy Of Taxes. There is hereby levied pursuant to the provisions of Article VII, Sections 6(a) and 6(l)(2) of the Constitution of the State of Illinois and pursuant to the provisions of the Act and pursuant to the provisions of the Establishment Ordinance, the sum of \$384,279 as the amount of the Services Tax for the tax year 2016.

SECTION 4. Filing. The City Clerk of the City (the "City Clerk") is hereby ordered and directed to file in the Office of the County Clerk of Cook County, Illinois (the "County Clerk") a certified copy of this ordinance on or prior to December 27, 2016, and the County Clerk shall thereafter extend for collection together with all other taxes to be levied by the City of Chicago, the Services Tax herein provided for, said Services Tax to be extended for collection by the County Clerk for the tax year 2016 against all the taxable property

within the Area, the amount of the Services Tax herein levied to be in addition to and in excess of all other taxes to be levied and extended against all taxable property within the Area.

SECTION 5. Service Provider Agreement. The Commissioner, or a designee of the Commissioner (each, an "Authorized Officer"), are each hereby authorized, subject to approval by the Corporation Counsel as to form and legality, to enter into, execute and deliver a Service Provider Agreement as authorized herein with Little Village-26<sup>th</sup> Street Area Chamber of Commerce, Inc., an Illinois not-for-profit corporation, as the Service Provider, for a one-year term in a form acceptable to such Authorized Officer, along with such other supporting documents, if any, as may be necessary to carry out and comply with the provisions of the Service Provider Agreement. The Budget shall be attached to the Service Provider Agreement as an exhibit. Upon the execution of the Service Provider Agreement and the receipt of proper documentation the Authorized Officer and the City Comptroller are each hereby authorized to disburse the sums appropriated in Section 2 above to the Service Provider in consideration for the provision of the Special Services described in the Budget. The Department of Planning and Development shall promptly make a copy of the executed Service Provider Agreement readily available for public inspection.

SECTION 6. Enforceability. If any section, paragraph or provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this ordinance.

SECTION 7. Conflict. This ordinance shall control over any provision of any other ordinance, resolution, motion or order in conflict with this ordinance, to the extent of such conflict.

SECTION 8. Publication. This ordinance shall be published by the City Clerk, in special pamphlet form, and made available in her office for public inspection and distribution to members of the public who may wish to avail themselves of a copy of this ordinance.

SECTION 9. Effective Date. This ordinance shall take effect 10 days after its passage and publication.

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

Exhibit "A".

Budget.

**Special Service Area # 25**

Service Provider Agency: Little Village Chamber of Commerce

**2017 BUDGET SUMMARY**

Budget and Services Period: January 1, 2017 through December 31, 2017

| CATEGORY                              | 2016 Levy         |                           | Carry Over | TIF Rebate Fund #931 | Estimated Late Collections and Interest | 2017 Budget      |
|---------------------------------------|-------------------|---------------------------|------------|----------------------|-----------------------------------------|------------------|
|                                       | Collectable Levy  | Estimated Loss Collection |            |                      |                                         |                  |
| 1.00 Customer Attraction              | \$46,000          | \$0                       | \$0        | \$0                  | \$0                                     | \$46,000         |
| 2.00 Public Way Aesthetics            | \$147,500         | \$37,198                  | \$0        | \$0                  | \$27,630                                | \$212,328        |
| 3.00 Sustainability and Public Places | \$0               | \$0                       | \$0        | \$0                  | \$0                                     | \$0              |
| 4.00 Economic/ Business Development   | \$38,297          | \$0                       | \$0        | \$4,566              | \$0                                     | \$42,863         |
| 5.00 Safety Programs                  | \$0               | \$0                       | \$0        | \$0                  | \$0                                     | \$0              |
| 6.00 SSA Management                   | \$14,111          | \$0                       | \$0        | \$0                  | \$0                                     | \$14,111         |
| 7.00 Personnel                        | \$101,173         | \$0                       |            | \$0                  | \$0                                     | \$101,173        |
|                                       | Sub-total         | \$347,081                 | \$37,198   |                      |                                         |                  |
| <b>GRAND TOTALS</b>                   | <b>Levy Total</b> | <b>\$384,279</b>          | <b>\$0</b> | <b>\$4,566</b>       | <b>\$27,630</b>                         | <b>\$416,475</b> |

**LEVY ANALYSIS**

|                                             |              |
|---------------------------------------------|--------------|
| Estimated 2016 EAV:                         | \$85,776,483 |
| Authorized Tax Rate Cap:                    | 0.450%       |
| Maximum Potential Levy limited by Rate Cap: | \$385,994    |
| Requested 2016 Levy Amount:                 | \$384,279    |
| Estimated Tax Rate to Generate 2016 Levy:   | 0.448%       |



IMPOSITION OF TAX LEVY, APPROVAL OF YEAR 2017 BUDGET AND  
EXECUTION OF SERVICE PROVIDER AGREEMENT FOR SPECIAL SERVICE  
AREA NO. 26.

[O2016-7353]

The Committee on Finance submitted the following report:

CHICAGO, November 1, 2016.

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

Your Committee on Finance, having had under consideration an ordinance authorizing the imposition of a tax levy, the approval of the 2017 budget and the approval of the service provider agreement for Special Service Area Number 26, amount to be levied: \$451,210, 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) EDWARD M. BURKE,  
*Chairman.*

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

*Yeas* -- Aldermen Moreno, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Beale, Sadlowski Garza, Thompson, Cárdenas, Quinn, Burke, Lopez, Foulkes, D. Moore, Curtis, O'Shea, Cochran, Muñoz, Zalewski, Solis, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Waguespack, Mell, Ramirez-Rosa, Villegas, Sposato, Laurino, O'Connor, Napolitano, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Silverstein -- 44.

*Nays* -- None.

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

The following is said ordinance as passed:

WHEREAS, Special service areas may be established pursuant to Article VII, Sections 6(l) and 7(6) of the Constitution of the State of Illinois, and pursuant to the provisions of the Special Service Area Tax Law, 35 ILCS 200/27-5, et seq., as amended from time to time (the "Act") and pursuant to the Property Tax Code, 35 ILCS 200/1-1, et seq., as amended from time to time; and

WHEREAS, On December 17, 2003, the City Council of the City of Chicago (the "City Council") enacted an ordinance which established an area known and designated as City of Chicago Special Service Area Number 26 (the "Original Area") and authorized the levy of an annual tax for the period beginning in tax year 2003 through and including tax year 2012, (the "Original Services Tax") not to exceed an annual rate of 0.475 percent of the equalized assessed value of the taxable property therein to provide certain special services in and for the Original Area in addition to the services provided by and to the City of Chicago (the "City") generally; and

WHEREAS, On November 15, 2012, the City Council enacted an ordinance (the "Establishment Ordinance") which enlarged the boundaries of the Original Area known and designated as City of Chicago Special Service Area Number 26 (the "Area") and extended the number of years of the authorization of the levy of the Original Services Tax for a period beginning in 2012 and including tax year 2026, and increased the maximum annual rate of the Original Services Tax to 0.55 percent of the equalized assessed value of the taxable property therein (the "Services Tax") to provide certain special services in and for the Area in addition to the services provided by and to the City of Chicago generally (the "Special Services"); and

WHEREAS, Certain funds in Fund 937 ("Fund 937") in the amount of \$4,850 are available for use in connection with the Area; and

WHEREAS, The Establishment Ordinance established the Area as that territory consisting approximately of the area fronting Broadway, from the north side of Foster Avenue to the south side of Devon Avenue; south side of Devon Avenue, from Broadway to Magnolia Avenue; both sides of Devon Avenue, from the west side of Magnolia Avenue to the west side of Glenwood Avenue; both sides of Granville Avenue, from Broadway to the west side of Kenmore Avenue; both sides of Thorndale Avenue, from Broadway to the west side of Winthrop Avenue; Bryn Mawr Avenue, from Broadway to the west side of Kenmore Avenue; Ridge Avenue, from Broadway to the east side of Magnolia Avenue; Berwyn Avenue, from Broadway to the west side of Winthrop Avenue; and

WHEREAS, The Special Services authorized in the Establishment Ordinance include, but are not limited to: recruitment of new businesses to the Area, rehabilitation activities, maintenance and beautification activities, new construction, security, promotional and advertising activities, strategic planning for the Area, and other technical assistance activities to promote commercial and economic development (which may include, but are not limited to, streetscape improvements, strategic transit/parking improvement including parking management studies, and enhanced land use oversight and control initiatives); and

WHEREAS, The Establishment Ordinance provided for the appointment of the Edgewater Commercial District Special Service Area Number 26 Commission (the "Commission") to advise the City Council regarding the amount of the Services Tax to be levied and for the purpose of recommending to the City Council: (1) a yearly budget based upon the cost of providing the Special Services; (2) an entity to serve as a service provider (the "Service Provider"); (3) an agreement between the City and the Service Provider for the provision of Special Services to the Area (the "Service Provider Agreement"); and (4) a budget to be included in the agreement between the City and the Service Provider (the "Budget") (the aforementioned items 1 through 4 shall be known collectively herein as the "Recommendations"); and

WHEREAS, The Commission has been duly appointed and qualified and has heretofore prepared and transmitted to the Commissioner of the Department of Planning and Development (the "Commissioner") its Recommendations to the City Council, including the Budget attached hereto as Exhibit A and hereby made a part hereof; now, therefore,

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

SECTION 1. Incorporation Of Preambles. The preambles of this ordinance are hereby incorporated into this text as if set out herein in full.

SECTION 2. Appropriations. There is hereby appropriated the following sums in the amounts and for the purposes necessary to provide the Special Services in and for the Area, the estimated amounts of miscellaneous income and the amounts required to be raised by the levy of the Services Tax indicated as follows:

Edgewater Commercial District Special Service Area Number 26 Commission

Special Service Area Budget.

For the fiscal year commencing January 1, 2017 and ending December 31, 2017.

|                                                                                                                                                              | Expenditures |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|
| Service Provider Agreement for the provision of Special Services                                                                                             | \$542,963    |
| TOTAL BUDGET REQUEST:                                                                                                                                        | \$542,963    |
| Source Of Funding                                                                                                                                            |              |
| Tax levy at an annual rate not to exceed 0.55 percent of the equalized assessed value of the taxable property within Special Service Area Number 26          | \$451,210    |
| Fund 937                                                                                                                                                     | \$4,850      |
| Carryover funds currently available from prior tax years                                                                                                     | \$70,000     |
| Late collections received by the City of Chicago attributable to the levy of the Services Tax in prior tax years, along with interest income thereon, if any | \$16,903     |

SECTION 3. Levy Of Taxes. There is hereby levied pursuant to the provisions of Article VII, Sections 6(a) and 6(l)(2) of the Constitution of the State of Illinois and pursuant to the provisions of the Act and pursuant to the provisions of the Establishment Ordinance, the sum of \$451,210 as the amount of the Services Tax for the tax year 2016.

SECTION 4. Filing. The City Clerk of the City (the "City Clerk") is hereby ordered and directed to file in the Office of the County Clerk of Cook County, Illinois (the "County Clerk") a certified copy of this ordinance on or prior to December 27, 2016, and the County Clerk shall thereafter extend for collection together with all other taxes to be levied by the City of Chicago, the Services Tax herein provided for, said Services Tax to be extended for collection by the County Clerk for the tax year 2016 against all the taxable property within the Area, the amount of the Services Tax herein levied to be in addition to

and in excess of all other taxes to be levied and extended against all taxable property within the Area.

SECTION 5. Service Provider Agreement. The Commissioner, or a designee of the Commissioner (each, an "Authorized Officer"), are each hereby authorized, subject to approval by the Corporation Counsel as to form and legality, to enter into, execute and deliver a Service Provider Agreement as authorized herein with East Edgewater Chamber of Commerce, Inc., doing business as Edgewater Chamber of Commerce, an Illinois not-for-profit corporation, as the Service Provider, for a one-year term in a form acceptable to such Authorized Officer, along with such other supporting documents, if any, as may be necessary to carry out and comply with the provisions of the Service Provider Agreement. The Budget shall be attached to the Service Provider Agreement as an exhibit. Upon the execution of the Service Provider Agreement and the receipt of proper documentation the Authorized Officer and the City Comptroller are each hereby authorized to disburse the sums appropriated in Section 2 above to the Service Provider in consideration for the provision of the Special Services described in the Budget. The Department of Planning and Development shall promptly make a copy of the executed Service Provider Agreement readily available for public inspection.

SECTION 6. Enforceability. If any section, paragraph or provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this ordinance.

SECTION 7. Conflict. This ordinance shall control over any provision of any other ordinance, resolution, motion or order in conflict with this ordinance, to the extent of such conflict.

SECTION 8. Publication. This ordinance shall be published by the City Clerk, in special pamphlet form, and made available in her office for public inspection and distribution to members of the public who may wish to avail themselves of a copy of this ordinance.

SECTION 9. Effective Date. This ordinance shall take effect 10 days after its passage and publication.

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

Exhibit "A".

Budget.

| Special Service Area # 26 |                               |
|---------------------------|-------------------------------|
| Service Provider Agency:  | Edgewater Chamber of Commerce |
|                           |                               |
|                           |                               |

**2017 BUDGET SUMMARY**

Budget and Services Period: January 1, 2017 through December 31, 2017.

|                                       |            | 2016 Levy        |                           |            |                       |                                         |             |
|---------------------------------------|------------|------------------|---------------------------|------------|-----------------------|-----------------------------------------|-------------|
| CATEGORY                              |            | Collectable Levy | Estimated Loss Collection | Carry Over | TIF Rebate Fund # 937 | Estimated Late Collections and Interest | 2017 Budget |
| 1.00 Customer Attraction              |            | \$71,750         | \$14,737                  | \$10,000   | \$0                   | \$5,000                                 | \$101,487   |
| 2.00 Public Way Aesthetics            |            | \$238,710        | \$8,624                   | \$57,500   | \$4,850               | \$11,903                                | \$321,587   |
| 3.00 Sustainability and Public Places |            | \$2,500          | \$0                       | \$2,500    | \$0                   | \$0                                     | \$5,000     |
| 4.00 Economic/ Business Development   |            | \$10,500         | \$2,500                   | \$0        | \$0                   | \$0                                     | \$13,000    |
| 5.00 Safety Programs                  |            | \$0              | \$0                       | \$0        | \$0                   | \$0                                     | \$0         |
| 6.00 SSA Management                   |            | \$22,150         | \$1,000                   | \$0        | \$0                   | \$0                                     | \$23,150    |
| 7.00 Personnel                        |            | \$78,739         | \$0                       |            | \$0                   | \$0                                     | \$78,739    |
|                                       | Sub-total  | \$424,349        | \$26,861                  |            |                       |                                         |             |
| GRAND TOTALS                          | Levy Total | \$451,210        |                           | \$70,000   | \$4,850               | \$16,903                                | \$542,963   |

| LEVY ANALYSIS                               |               |
|---------------------------------------------|---------------|
| Estimated 2016 EAV:                         | \$106,774,606 |
| Authorized Tax Rate Cap:                    | 0.550%        |
| Maximum Potential Levy limited by Rate Cap: | \$587,260     |
| Requested 2016 Levy Amount:                 | \$451,210     |
| Estimated Tax Rate to Generate 2016 Levy:   | 0.42%         |

IMPOSITION OF TAX LEVY, APPROVAL OF YEAR 2017 BUDGET AND  
EXECUTION OF SERVICE PROVIDER AGREEMENT FOR SPECIAL SERVICE  
AREA NO. 27.

[O2016-7354]

The Committee on Finance submitted the following report:

CHICAGO, November 1, 2016.

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

Your Committee on Finance, having had under consideration an ordinance authorizing the imposition of a tax levy, the approval of the 2017 budget and the approval of the service provider agreement for Special Service Area Number 27, amount to be levied: \$742,986, 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) EDWARD M. BURKE,  
*Chairman.*

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

*Yeas* -- Aldermen Moreno, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Beale, Sadlowski Garza, Thompson, Cárdenas, Quinn, Burke, Lopez, Foulkes, D. Moore, Curtis, O'Shea, Cochran, Muñoz, Zalewski, Solis, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Waguespack, Mell, Ramirez-Rosa, Villegas, Sposato, Laurino, O'Connor, Napolitano, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Silverstein -- 44.

*Nays* -- None.

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

The following is said ordinance as passed:

WHEREAS, Special service areas may be established pursuant to Article VII, Sections 6(l) and 7(6) of the Constitution of the State of Illinois, and pursuant to the provisions of the Special Service Area Tax Law, 35 ILCS 200/27-5, et seq., as amended from time to time (the "Act") and pursuant to the Property Tax Code, 35 ILCS 200/1-1, et seq., as amended from time to time; and

WHEREAS, On December 17, 2003, the City Council of the City of Chicago (the "City Council") enacted an ordinance which established an area known and designated as City of Chicago Special Service Area Number 27 (the "Original Area") and authorized the levy of an annual tax not to exceed an annual rate of 0.2 percent of the equalized assessed value of the taxable property therein (the "Original Services Tax") to provide certain special services in and for the Original Area in addition to the services provided by and to the City of Chicago (the "City") generally; and

WHEREAS, On November 16, 2011 the City Council enacted an ordinance (the "Establishment Ordinance") which reestablished an area known and designated as City of Chicago Special Service Area Number 27 (the "Area") with reconstituted boundaries, terminated the authorization to levy the Original Services Tax, and authorized the levy of an annual tax, for the period beginning in tax year 2011 through and including tax year 2025, not to exceed an annual rate of 0.25 percent of the equalized assessed value of the taxable property therein (the "Services Tax") to provide certain special services in and for the Area in addition to the services provided by and to the City of Chicago generally (the "Special Services"); and

WHEREAS, The Establishment Ordinance established the Area as that territory consisting approximately of the area on Lincoln Avenue, from Diversey Parkway to Addison Street; Ashland Avenue, from Diversey Parkway to Addison Street; Belmont Avenue, from Racine Avenue to Ravenswood Avenue; Southport Avenue, from Belmont Avenue to Byron Street; and the former railroad tracks from Diversey Parkway to Belmont Avenue; and

WHEREAS, The Special Services authorized in the Establishment Ordinance include, but are not limited to: recruitment of new businesses to the Area, rehabilitation activities, maintenance and beautification activities, new construction, security, coordination of promotional and advertising activities, strategic planning for the Area, and other technical assistance activities to promote commercial and economic development (which may include, but are not limited to, streetscape improvements, strategic transit/parking improvement including parking management studies, and enhanced land use oversight and control initiatives); and

WHEREAS, The Establishment Ordinance provided for the appointment of the West Lakeview Special Service Area Commission (the "Commission") to advise the City Council regarding the amount of the Services Tax to be levied and for the purpose of recommending to the City Council: (1) a yearly budget based upon the cost of providing the Special Services; (2) an entity to serve as a service provider (the "Service Provider"); (3) an agreement between the City and the Service Provider for the provision of



Special Services to the Area (the "Service Provider Agreement"); and (4) a budget to be included in the agreement between the City and the Service Provider (the "Budget") (the aforementioned items 1 through 4 shall be known collectively herein as the "Recommendations"); and

WHEREAS, The Commission has been duly appointed and qualified and has heretofore prepared and transmitted to the Commissioner of the Department of Planning and Development (the "Commissioner") its Recommendations to the City Council, including the Budget attached hereto as Exhibit A and hereby made a part hereof; now, therefore,

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

SECTION 1. Incorporation Of Preambles. The preambles of this ordinance are hereby incorporated into this text as if set out herein in full.

SECTION 2. Appropriations. There is hereby appropriated the following sums in the amounts and for the purposes necessary to provide the Special Services in and for the Area, the estimated amounts of miscellaneous income and the amounts required to be raised by the levy of the Services Tax indicated as follows:

West Lakeview Special Service Area Commission

Special Service Area Budget.

For the fiscal year commencing January 1, 2017 and ending December 31, 2017.

|                                                                                                                                                              | Expenditures |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|
| Service Provider Agreement for the provision of Special Services                                                                                             | \$849,852    |
| TOTAL BUDGET REQUEST:                                                                                                                                        | \$849,852    |
| Source Of Funding                                                                                                                                            |              |
| Tax levy at an annual rate not to exceed 0.25 percent of the equalized assessed value of the taxable property within Special Service Area Number 27          | \$742,986    |
| Carryover funds currently available from prior tax years                                                                                                     | \$98,895     |
| Late collections received by the City of Chicago attributable to the levy of the Services Tax in prior tax years, along with interest income thereon, if any | \$7,971      |

SECTION 3. Levy Of Taxes. There is hereby levied pursuant to the provisions of Article VII, Sections 6(a) and 6(l)(2) of the Constitution of the State of Illinois and pursuant to the provisions of the Act and pursuant to the provisions of the Establishment Ordinance, the sum of \$742,986 as the amount of the Services Tax for the tax year 2016.

SECTION 4. Filing. The City Clerk of the City (the "City Clerk") is hereby ordered and directed to file in the Office of the County Clerk of Cook County, Illinois (the "County Clerk") a certified copy of this ordinance on or prior to December 27, 2016, and the County Clerk shall thereafter extend for collection together with all other taxes to be levied by the City of Chicago, the Services Tax herein provided for, said Services Tax to be extended for collection by the County Clerk for the tax year 2016 against all the taxable property within the Area, the amount of the Services Tax herein levied to be in addition to and in excess of all other taxes to be levied and extended against all taxable property within the Area.

SECTION 5. Service Provider Agreement. The Commissioner, or a designee of the Commissioner (each, an "Authorized Officer"), are each hereby authorized, subject to approval by the Corporation Counsel as to form and legality, to enter into, execute and deliver a Service Provider Agreement as authorized herein with Lakeview Chamber of Commerce, an Illinois not-for-profit corporation, as the Service Provider, for a one-year term in a form acceptable to such Authorized Officer, along with such other supporting documents, if any, as may be necessary to carry out and comply with the provisions of the Service Provider Agreement. The Budget shall be attached to the Service Provider Agreement as an exhibit. Upon the execution of the Service Provider Agreement and the receipt of proper documentation the Authorized Officer and the City Comptroller are each hereby authorized to disburse the sums appropriated in Section 2 above to the Service Provider in consideration for the provision of the Special Services described in the Budget. The Department of Planning and Development shall promptly make a copy of the executed Service Provider Agreement readily available for public inspection.

SECTION 6. Enforceability. If any section, paragraph or provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this ordinance.

SECTION 7. Conflict. This ordinance shall control over any provision of any other ordinance, resolution, motion or order in conflict with this ordinance, to the extent of such conflict.

SECTION 8. Publication. This ordinance shall be published by the City Clerk, in special pamphlet form, and made available in her office for public inspection and distribution to members of the public who may wish to avail themselves of a copy of this ordinance.

SECTION 9. Effective Date. This ordinance shall take effect 10 days after its passage and publication.

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

Exhibit "A".

Budget.

| Special Service Area # 27 |                              |
|---------------------------|------------------------------|
| Service Provider Agency:  | Lakeview Chamber of Commerce |
|                           |                              |
|                           |                              |

**2017 BUDGET SUMMARY**

Budget and Services Period: January 1, 2017 through December 31, 2017

|                                       |            | 2016 Levy        |                           |            |                      |                                         |
|---------------------------------------|------------|------------------|---------------------------|------------|----------------------|-----------------------------------------|
| CATEGORY                              |            | Collectable Levy | Estimated Loss Collection | Carry Over | TIF Rebate Fund #D06 | Estimated Late Collections and Interest |
| 1.00 Customer Attraction              |            | \$198,875        | \$0                       | \$0        | \$0                  | \$0                                     |
| 2.00 Public Way Aesthetics            |            | \$216,100        | \$11,701                  | \$98,895   | \$0                  | \$7,971                                 |
| 3.00 Sustainability and Public Places |            | \$91,000         | \$0                       | \$0        | \$0                  | \$0                                     |
| 4.00 Economic/ Business Development   |            | \$8,500          | \$0                       | \$0        | \$0                  | \$0                                     |
| 5.00 Safety Programs                  |            | \$6,200          | \$0                       | \$0        | \$0                  | \$0                                     |
| 6.00 SSA Management                   |            | \$61,698         | \$0                       | \$0        | \$0                  | \$0                                     |
| 7.00 Personnel                        |            | \$148,912        | \$0                       |            | \$0                  | \$0                                     |
|                                       | Sub-total  | \$731,285        | \$11,701                  |            |                      |                                         |
| GRAND TOTALS                          | Levy Total | \$742,986        |                           | \$98,895   | \$0                  | \$7,971                                 |
|                                       |            |                  |                           |            |                      | \$849,852                               |

**LEVY ANALYSIS**

|                                             |               |
|---------------------------------------------|---------------|
| Estimated 2016 EAV:                         | \$319,672,854 |
| Authorized Tax Rate Cap:                    | 0.250%        |
| Maximum Potential Levy limited by Rate Cap: | \$799,182     |
| Requested 2016 Levy Amount:                 | \$742,986     |
| Estimated Tax Rate to Generate 2016 Levy:   | 0.23%         |

IMPOSITION OF TAX LEVY, APPROVAL OF YEAR 2017 BUDGET AND  
EXECUTION OF SERVICE PROVIDER AGREEMENT FOR SPECIAL SERVICE  
AREA NO. 28-2014.

[O2016-7355]

The Committee on Finance submitted the following report:

CHICAGO, November 1, 2016.

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

Your Committee on Finance, having had under consideration an ordinance authorizing the imposition of a tax levy, the approval of the 2017 budget and the approval of the service provider agreement for Special Service Area Number 28-2014, amount to be levied: \$299,521, 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) EDWARD M. BURKE,  
*Chairman.*

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

*Yeas* -- Aldermen Moreno, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Beale, Sadlowski Garza, Thompson, Cárdenas, Quinn, Burke, Lopez, Foulkes, D. Moore, Curtis, O'Shea, Cochran, Muñoz, Zalewski, Solis, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Waguespack, Mell, Ramirez-Rosa, Villegas, Sposato, Laurino, O'Connor, Napolitano, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Silverstein -- 44.

*Nays* -- None.

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

The following is said ordinance as passed:

WHEREAS, Special service areas may be established pursuant to Article VII, Sections 6(l) and 7(6) of the Constitution of the State of Illinois, and pursuant to the provisions of the Special Service Area Tax Law, 35 ILCS 200/27-5, et seq., as amended from time to time (the "Act") and pursuant to the Property Tax Code, 35 ILCS 200/1-1, et seq., as amended from time to time; and

WHEREAS, On December 10, 2014, the City Council of the City of Chicago (the "City Council") enacted an ordinance (the "Establishment Ordinance") which established an area known and designated as City of Chicago Special Service Area Number 28-2014 (the "Area") and authorized the levy of an annual tax, for the period beginning in 2014 through and including 2028, not to exceed an annual rate of 0.750 percent of the equalized assessed value of the taxable property therein (the "Services Tax") to provide certain special services in and for the Area in addition to the services provided by and to the City of Chicago generally (the "Special Services"); and

WHEREAS, Certain funds in Fund 947 ("Fund 947") in the amount of \$14,228 are available for use in connection with the Area; and

WHEREAS, The Establishment Ordinance established the Area as that territory consisting approximately of the properties at and near the intersection of Irving Park Road and Milwaukee Avenue, extending west along Irving Park Road to Lavergne Avenue, with the inclusion of two commercial properties at the northwest and southwest corners of Irving Park Road and Lavergne Avenue; south along Cicero and Milwaukee Avenues to Byron Street, with the exception of residential properties located along Byron Street between service alleys just south of the former Bank of America parking areas and other commercial uses between Cicero and Milwaukee Avenues; north along Cicero Avenue to Warner Avenue excluding the residential properties on the east side of street; Milwaukee Avenue south to Byron Street and incorporating the parking lots to the Canadian Pacific/Metra train tracks to the east; Milwaukee Avenue north to Warner Avenue and extending to Lavergne Avenue to the west including the condominium parcels in the Klee Plaza Building and the commercial parcel northwest of the Milwaukee Avenue and Warner Avenue intersection while excluding the Lavergne Avenue parking lot and residential properties along West Cuyler Avenue; and east along Irving Park Road to the

Canadian Pacific/Metra railroad viaduct and north to Belle Plaine Avenue and the alley servicing the Six Corners Shopping Center Development; and

WHEREAS, The Special Services authorized in the Establishment Ordinance include, but are not limited to: customer attraction, public way aesthetics, sustainability and public place enhancements, economic/business development, safety programs, and other activities to promote commercial and economic development; and

WHEREAS, The Establishment Ordinance provided for the appointment of the Six Corners Special Service Area Commission (the "Commission") to advise the City Council regarding the amount of the Services Tax to be levied and for the purpose of recommending to the City Council: (1) a yearly budget based upon the cost of providing the Special Services; (2) an entity to serve as a service provider (the "Service Provider"); (3) an agreement between the City and the Service Provider for the provision of Special Services to the Area (the "Service Provider Agreement"); and (4) a budget to be included in the agreement between the City and the Service Provider (the "Budget") (the aforementioned items 1 through 4 shall be known collectively herein as the "Recommendations"); and

WHEREAS, The Commission has been duly appointed and qualified and has heretofore prepared and transmitted to the Commissioner of the Department of Planning and Development (the "Commissioner") its Recommendations to the City Council, including the Budget attached hereto as Exhibit A and hereby made a part hereof; now, therefore,

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

SECTION 1. Incorporation Of Preambles. The preambles of this ordinance are hereby incorporated into this text as if set out herein in full.

SECTION 2. Appropriations. There is hereby appropriated the following sums in the amounts and for the purposes necessary to provide the Special Services in and for the Area, the estimated amounts of miscellaneous income and the amounts required to be raised by the levy of the Services Tax indicated as follows:

Six Corners Special Service Area Commission

Special Service Area Budget.

For the fiscal year commencing January 1, 2017 and ending December 31, 2017.

|                                                                                                                                                              | Expenditures |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|
| Service Provider Agreement for the provision of Special Services                                                                                             | \$398,749    |
| TOTAL BUDGET REQUEST:                                                                                                                                        | \$398,749    |
| Source Of Funding                                                                                                                                            |              |
| Tax levy at an annual rate not to exceed 0.750 percent of the equalized assessed value of the taxable property within Special Service Area Number 28-2014    | \$299,521    |
| Fund 947                                                                                                                                                     | \$14,228     |
| Carryover funds currently available from prior tax years                                                                                                     | \$85,000     |
| Late collections received by the City of Chicago attributable to the levy of the Services Tax in prior tax years, along with interest income thereon, if any | \$0          |

SECTION 3. Levy Of Taxes. There is hereby levied pursuant to the provisions of Article VII, Sections 6(a) and 6(l)(2) of the Constitution of the State of Illinois and pursuant to the provisions of the Act and pursuant to the provisions of the Establishment Ordinance, the sum of \$299,521 as the amount of the Services Tax for the tax year 2016.

SECTION 4. Filing. The City Clerk of the City (the "City Clerk") is hereby ordered and directed to file in the Office of the County Clerk of Cook County, Illinois (the "County Clerk") a certified copy of this ordinance on or prior to December 27, 2016, and the County Clerk shall thereafter extend for collection together with all other taxes to be levied by the City of Chicago, the Services Tax herein provided for, said Services Tax to be extended for collection by the County Clerk for the tax year 2016 against all the taxable property within the Area, the amount of the Services Tax herein levied to be in addition to

and in excess of all other taxes to be levied and extended against all taxable property within the Area.

SECTION 5. Service Provider Agreement. The Commissioner, or a designee of the Commissioner (each, an "Authorized Officer"), are each hereby authorized, subject to approval by the Corporation Counsel as to form and legality, to enter into, execute and deliver a Service Provider Agreement as authorized herein with Six Corners Association, an Illinois not-for-profit corporation, as the Service Provider, for a one-year term in a form acceptable to such Authorized Officer, along with such other supporting documents, if any, as may be necessary to carry out and comply with the provisions of the Service Provider Agreement. The Budget shall be attached to the Service Provider Agreement as an exhibit. Upon the execution of the Service Provider Agreement and the receipt of proper documentation the Authorized Officer and the City Comptroller are each hereby authorized to disburse the sums appropriated in Section 2 above to the Service Provider in consideration for the provision of the Special Services described in the Budget. The Department of Planning and Development shall promptly make a copy of the executed Service Provider Agreement readily available for public inspection.

SECTION 6. Enforceability. If any section, paragraph or provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this ordinance.

SECTION 7. Conflict. This ordinance shall control over any provision of any other ordinance, resolution, motion or order in conflict with this ordinance, to the extent of such conflict.

SECTION 8. Publication. This ordinance shall be published by the City Clerk, in special pamphlet form, and made available in her office for public inspection and distribution to members of the public who may wish to avail themselves of a copy of this ordinance.

SECTION 9. Effective Date. This ordinance shall take effect 10 days after its passage and publication.

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



Exhibit "A".

Budget.

| Special Service Area # 28-2014 |                         |
|--------------------------------|-------------------------|
| Service Provider Agency:       | Six Corners Association |
|                                |                         |
|                                |                         |

**2017 BUDGET SUMMARY**

Budget and Services Period: January 1, 2017 through December 31, 2017

| CATEGORY                              | 2016 Levy        |                           | Carry Over      | TIF Rebate Fund #947 | Estimated Late Collections and Interest | 2017 Budget      |
|---------------------------------------|------------------|---------------------------|-----------------|----------------------|-----------------------------------------|------------------|
|                                       | Collectable Levy | Estimated Loss Collection |                 |                      |                                         |                  |
| 1.00 Customer Attraction              | \$86,771         | \$5,182                   | \$6,000         | \$0                  | \$0                                     | \$97,953         |
| 2.00 Public Way Aesthetics            | \$102,353        | \$0                       | \$79,000        | \$14,228             | \$0                                     | \$195,581        |
| 3.00 Sustainability and Public Places | \$2,000          | \$0                       | \$0             | \$0                  | \$0                                     | \$2,000          |
| 4.00 Economic/ Business Development   | \$5,500          | \$0                       | \$0             | \$0                  | \$0                                     | \$5,500          |
| 5.00 Safety Programs                  | \$6,000          | \$0                       | \$0             | \$0                  | \$0                                     | \$6,000          |
| 6.00 SSA Management                   | \$14,800         | \$0                       | \$0             | \$0                  | \$0                                     | \$14,800         |
| 7.00 Personnel                        | \$76,915         | \$0                       |                 | \$0                  | \$0                                     | \$76,915         |
|                                       | Sub-total        | \$294,339                 | \$5,182         |                      |                                         |                  |
| <b>GRAND TOTALS</b>                   | Levy Total       | <b>\$299,521</b>          | <b>\$85,000</b> | <b>\$14,228</b>      | <b>\$0</b>                              | <b>\$398,749</b> |

| LEVY ANALYSIS                               |              |
|---------------------------------------------|--------------|
| Estimated 2016 EAV:                         | \$44,107,841 |
| Authorized Tax Rate Cap:                    | 0.750%       |
| Maximum Potential Levy limited by Rate Cap: | \$330,809    |
| Requested 2016 Levy Amount:                 | \$299,521    |
| Estimated Tax Rate to Generate 2016 Levy:   | 0.68%        |

IMPOSITION OF TAX LEVY, APPROVAL OF YEAR 2017 BUDGET AND  
EXECUTION OF SERVICE PROVIDER AGREEMENT FOR SPECIAL SERVICE  
AREA NO. 29-2014.

[O2016-7356]

The Committee on Finance submitted the following report:

CHICAGO, November 1, 2016.

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

Your Committee on Finance, having had under consideration an ordinance authorizing the imposition of a tax levy, the approval of the 2017 budget and the approval of the service provider agreement for Special Service Area Number 29-2014, amount to be levied: \$572,445, 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) EDWARD M. BURKE,  
*Chairman.*

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

*Yeas* -- Aldermen Moreno, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Beale, Sadlowski Garza, Thompson, Cárdenas, Quinn, Burke, Lopez, Foulkes, D. Moore, Curtis, O'Shea, Cochran, Muñoz, Zalewski, Solis, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Waguespack, Mell, Ramirez-Rosa, Villegas, Sposato, Laurino, O'Connor, Napolitano, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Silverstein -- 44.

*Nays* -- None.

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

The following is said ordinance as passed:

WHEREAS, Special service areas may be established pursuant to Article VII, Sections 6(l) and 7(6) of the Constitution of the State of Illinois, and pursuant to the provisions of the Special Service Area Tax Law, 35 ILCS 200/27-5, et seq., as amended from time to time (the "Act") and pursuant to the Property Tax Code, 35 ILCS 200/1-1 et seq., as amended from time to time; and

WHEREAS, On December 10, 2014, the City Council of the City of Chicago (the "City Council") enacted an ordinance (the "Establishment Ordinance") which established an area known and designated as City of Chicago Special Service Area Number 29-2014 (the "Area") and authorized the levy of an annual tax, for the period beginning in 2014 through and including 2028, not to exceed an annual rate of 0.47 percent (0.47%) of the equalized assessed value of the taxable property therein (the "Services Tax") to provide certain special services in and for the Area in addition to the services provided by and to the City of Chicago generally (the "Special Services"); and

WHEREAS, Certain funds in Fund 954 ("Fund 954") in the amount of \$1,479 are available for use in connection with the Area; and

WHEREAS, The Establishment Ordinance established the Area as that territory consisting approximately of Chicago Avenue, from Western Avenue to Halsted Street; Damen Avenue from, Chicago Avenue to Huron Street; Milwaukee Avenue, from Augusta Boulevard to Erie Street on both sides of the street and Division Street to Augusta Boulevard on the east side of the street; Ogden Avenue, from Fry Street to the Kennedy Expressway; Ashland Avenue, from Division Street to Chicago Avenue; and Division Street, from Milwaukee Avenue to the Kennedy Expressway on the south side of the street; and

WHEREAS, The Special Services authorized in the Establishment Ordinance include, but are not limited to: recruitment of new businesses to the area, rehabilitation activities, maintenance and beautification activities, security, coordination of promotional and advertising activities, strategic planning for the area, and other technical assistance activities to promote commercial and economic development including, but not limited to: streetscape improvements; strategic planning including parking management studies; and enhanced land use oversight and control initiatives; and

WHEREAS, The Establishment Ordinance provided for the appointment of the West Town Special Service Area Commission (the "Commission") to advise the City Council regarding the amount of the Services Tax to be levied and for the purpose of recommending to the City Council: (1) a yearly budget based upon the cost of providing the Special Services; (2) an entity to serve as a service provider (the "Service Provider"); (3) an agreement between the City and the Service Provider for the provision of Special Services to the Area (the "Service Provider Agreement"); and (4) a budget to be included in the agreement between the City and the Service Provider (the "Budget") (the aforementioned items 1 through 4 shall be known collectively herein as the "Recommendations"); and

WHEREAS, The Commission has been duly appointed and qualified and has heretofore prepared and transmitted to the Commissioner of the Department of Planning and Development (the "Commissioner") its Recommendations to the City Council, including the Budget attached hereto as Exhibit A and hereby made a part hereof; now, therefore,

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

SECTION 1. Incorporation Of Preambles. The preambles of this ordinance are hereby incorporated into this text as if set out herein in full.

SECTION 2. Appropriations. There is hereby appropriated the following sums in the amounts and for the purposes necessary to provide the Special Services in and for the Area, the estimated amounts of miscellaneous income and the amounts required to be raised by the levy of the Services Tax indicated as follows:

West Town Special Service Area Commission

Special Service Area Budget.

For the fiscal year commencing January 1, 2017 and ending December 31, 2017.

|                                                                                                                                                              | Expenditures |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|
| Service Provider Agreement for the provision of Special Services                                                                                             | \$688,424    |
| TOTAL BUDGET REQUEST:                                                                                                                                        | \$688,424    |
| Source Of Funding                                                                                                                                            |              |
| Tax levy at an annual rate not to exceed 0.47 percent of the equalized assessed value of the taxable property within Special Service Area Number 29-2014     | \$572,445    |
| Fund 954                                                                                                                                                     | \$1,479      |
| Carryover funds currently available from prior tax years                                                                                                     | \$114,500    |
| Late collections received by the City of Chicago attributable to the levy of the Services Tax in prior tax years, along with interest income thereon, if any | \$0          |

SECTION 3. Levy Of Taxes. There is hereby levied pursuant to the provisions of Article VII, Sections 6(a) and 6(l)(2) of the Constitution of the State of Illinois and pursuant to the provisions of the Act and pursuant to the provisions of the Establishment Ordinance, the sum of \$572,445 as the amount of the Services Tax for the tax year 2016.

SECTION 4. Filing. The City Clerk of the City of Chicago (the "City Clerk") is hereby ordered and directed to file in the Office of the County Clerk of Cook County, Illinois (the "County Clerk") a certified copy of this ordinance on or prior to December 27, 2016, and the County Clerk shall thereafter extend for collection together with all other taxes to be levied by the City of Chicago, the Services Tax herein provided for, said Services Tax to be extended for collection by the County Clerk for the tax year 2016 against all the taxable property within the Area, the amount of the Services Tax herein levied to be in addition to and in excess of all other taxes to be levied and extended against all taxable property within the Area.

SECTION 5. Service Provider Agreement. The Commissioner, or a designee of the Commissioner (each, an "Authorized Officer"), are each hereby authorized, subject to approval by the Corporation Counsel as to form and legality, to enter into, execute and deliver a Service Provider Agreement as authorized herein with West Town Chicago Chamber of Commerce, an Illinois not-for-profit corporation, as the Service Provider, for a one-year term in a form acceptable to such Authorized Officer, along with such other supporting documents, if any, as may be necessary to carry out and comply with the provisions of the Service Provider Agreement. The Budget shall be attached to the Service Provider Agreement as an exhibit. Upon the execution of the Service Provider Agreement and the receipt of proper documentation the Authorized Officer and the City Comptroller are each hereby authorized to disburse the sums appropriated in Section 2 above to the Service Provider in consideration for the provision of the Special Services described in the Budget. The Department of Planning and Development shall promptly make a copy of the executed Service Provider Agreement readily available for public inspection.

SECTION 6. Enforceability. If any section, paragraph or provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this ordinance.

SECTION 7. Conflict. This ordinance shall control over any provision of any other ordinance, resolution, motion or order in conflict with this ordinance, to the extent of such conflict.

SECTION 8. Publication. This ordinance shall be published by the City Clerk, in special pamphlet form, and made available in her office for public inspection and distribution to members of the public who may wish to avail themselves of a copy of this ordinance.

SECTION 9. Effective Date. This ordinance shall take effect 10 days after its passage and publication.

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

Exhibit "A".

Budget.

| Special Service Area # 29-2014 |                                       |
|--------------------------------|---------------------------------------|
| Service Provider Agency:       | West Town Chicago Chamber of Commerce |
|                                |                                       |
|                                |                                       |

**2017 BUDGET SUMMARY**

Budget and Services Period: January 1, 2017 through December 31, 2017

|                                        |            | 2016 Levy           |                                 | Carry Over | TIF Rebate<br>Fund #954 | Estimated<br>Late<br>Collections<br>and Interest | 2017 Budget |
|----------------------------------------|------------|---------------------|---------------------------------|------------|-------------------------|--------------------------------------------------|-------------|
| CATEGORY                               |            | Collectable<br>Levy | Estimated<br>Loss<br>Collection |            |                         |                                                  |             |
| 1.00 Customer Attraction               |            | \$89,387            | \$33,613                        | \$30,000   | \$1,479                 | \$0                                              | \$154,479   |
| 2.00 Public Way Aesthetics             |            | \$258,836           | \$0                             | \$68,000   | \$0                     | \$0                                              | \$326,836   |
| 3.00 Sustainability and Public Places  |            | \$500               | \$0                             | \$500      | \$0                     | \$0                                              | \$1,000     |
| 4.00 Economic/<br>Business Development |            | \$18,000            | \$0                             | \$11,000   | \$0                     | \$0                                              | \$29,000    |
| 5.00 Safety Programs                   |            | \$2,000             | \$0                             | \$5,000    | \$0                     | \$0                                              | \$7,000     |
| 6.00 SSA Management                    |            | \$39,150            | \$0                             | \$0        | \$0                     | \$0                                              | \$39,150    |
| 7.00 Personnel                         |            | \$130,959           | \$0                             |            | \$0                     | \$0                                              | \$130,959   |
|                                        | Sub-total  | \$538,832           | \$33,613                        |            |                         |                                                  |             |
| GRAND TOTALS                           | Levy Total | \$572,445           |                                 | \$114,500  | \$1,479                 | \$0                                              | \$688,424   |

| LEVY ANALYSIS                               |               |
|---------------------------------------------|---------------|
| Estimated 2016 EAV:                         | \$134,551,572 |
| Authorized Tax Rate Cap:                    | 0.470%        |
| Maximum Potential Levy limited by Rate Cap: | \$632,392     |
| Requested 2016 Levy Amount:                 | \$572,445     |
| Estimated Tax Rate to Generate 2016 Levy:   | 0.43%         |

IMPOSITION OF TAX LEVY, APPROVAL OF YEAR 2017 BUDGET AND  
EXECUTION OF SERVICE PROVIDER AGREEMENT FOR SPECIAL SERVICE  
AREA NO. 31.

[O2016-7357]

The Committee on Finance submitted the following report:

CHICAGO, November 1, 2016.

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

Your Committee on Finance, having had under consideration an ordinance authorizing the imposition of a tax levy, the approval of the 2017 budget and the approval of the service provider agreement for Special Service Area Number 31, amount to be levied: \$407,913, 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) EDWARD M. BURKE,  
*Chairman.*

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

*Yeas* -- Aldermen Moreno, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Beale, Sadlowski Garza, Thompson, Cárdenas, Quinn, Burke, Lopez, Foulkes, D. Moore, Curtis, O'Shea, Cochran, Muñoz, Zalewski, Solis, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Waguespack, Mell, Ramírez-Rosa, Villegas, Sposato, Laurino, O'Connor, Napolitano, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Silverstein -- 44.

*Nays* -- None.

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

The following is said ordinance as passed:

WHEREAS, Special service areas may be established pursuant to Article VII, Sections 6(l) and 7(6) of the Constitution of the State of Illinois, and pursuant to the provisions of the Special Service Area Tax Law, 35 ILCS 200/27-5, et seq., as amended from time to time (the "Act") and pursuant to the Property Tax Code, 35 ILCS 200/1-1, et seq., as amended from time to time; and

WHEREAS, On December 8, 2004, the City Council of the City of Chicago (the "City Council") enacted an ordinance which established an area known and designated as City of Chicago Special Service Area Number 31 (the "Original Area") and authorized the levy of an annual tax for the period beginning in tax year 2004 through and including tax year 2013 (the "Original Services Tax") in an amount not to exceed an annual rate of thirty-five one-hundredths of one percent (0.35%) of the equalized assessed value of the taxable property therein to provide certain special services in and for the Original Area in addition to the services provided by and to the City of Chicago generally; and

WHEREAS, On November 12, 2008 the City Council enacted an ordinance (the "Establishment Ordinance") which reestablished an area known and designated as City of Chicago Special Service Area Number 31 (the "Area") with reconstituted boundaries, terminated the authorization to levy the Original Services Tax, and authorized the levy of an annual tax, for the period beginning in tax year 2008 through and including tax year 2017, not to exceed an annual rate of thirty-two one-hundredths of one percent (0.32%) of the equalized assessed value of the taxable property therein (the "Services Tax") to provide certain special services in and for the Area in addition to the services provided by and to the City of Chicago generally (the "Special Services"); and

WHEREAS, Certain funds in Fund A02 ("Fund A02") in the amount of \$80,966 are available for use in connection with the Area; and

WHEREAS, The Establishment Ordinance established the Area consisting of Lawrence Avenue, from Leavitt Street to Clark Street; Clark Street, from Ainslie Street to Montrose Avenue; Montrose Avenue, from Clark Street to Seeley Avenue; Ravenswood Avenue, from Lawrence Avenue to Addison Street; Irving Park Road, from Ravenswood Avenue to Ashland Avenue; Damen Avenue, from Wilson Avenue to Argyle Street; and the Ravenswood Hospital site including Wilson Avenue to Hermitage Avenue; and

WHEREAS, The Special Services authorized in the Establishment Ordinance include maintenance and beautification activities including, but not limited to, sidewalk cleaning,



snow plowing, and landscaping; security programs; recruitment and promotion of new businesses to the Area and retention and promotion of existing businesses within the Area; coordinated marketing and promotional activities; strategic planning for the general development of the Area; financing of storefront facade improvements; parking and transit programs; and other technical assistance activities to promote commercial and economic development; and

WHEREAS, The Establishment Ordinance provided for the appointment of Greater Ravenswood Special Service Area Commission (the "Commission") to advise the City Council regarding the amount of the Services Tax to be levied and for the purpose of recommending to the City Council: (1) a yearly budget based upon the cost of providing the Special Services; (2) an entity to serve as a service provider (the "Service Provider"); (3) an agreement between the City and the Service Provider for the provision of Special Services to the Area (the "Service Provider Agreement"); and (4) a budget to be included in the agreement between the City and the Service Provider (the "Budget") (the aforementioned items 1 through 4 shall be known collectively herein as the "Recommendations"); and

WHEREAS, The Commission has been duly appointed and qualified and has heretofore prepared and transmitted to the Commissioner of the Department of Planning and Development (the "Commissioner") its Recommendations to the City Council, including the Budget attached hereto as Exhibit A and hereby made a part hereof; now, therefore,

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

SECTION 1. Incorporation Of Preambles. The preambles of this ordinance are hereby incorporated into this text as if set out herein in full.

SECTION 2. Appropriations. There is hereby appropriated the following sums in the amounts and for the purposes necessary to provide the Special Services in and for the Area, the estimated amounts of miscellaneous income and the amounts required to be raised by the levy of the Services Tax indicated as follows:

Greater Ravenswood Special Service Area Commission

Special Service Area Budget.

For the fiscal year commencing January 1, 2017 and ending December 31, 2017.

|                                                                                                                                                                                         | Expenditures |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|
| Service Provider Agreement for the provision of Special Services                                                                                                                        | \$588,331    |
| TOTAL BUDGET REQUEST:                                                                                                                                                                   | \$588,331    |
| Source Of Funding                                                                                                                                                                       |              |
| Tax levy at an annual rate not to exceed thirty-two one-hundredths of one percent (0.32%) of the equalized assessed value of the taxable property within Special Service Area Number 31 | \$407,913    |
| Fund A02                                                                                                                                                                                | \$80,966     |
| Carryover funds currently available from prior tax years                                                                                                                                | \$98,024     |
| Late collections received by the City of Chicago attributable to the levy of the Services Tax in prior tax years, along with interest income thereon, if any                            | \$1,428      |

SECTION 3. Levy Of Taxes. There is hereby levied pursuant to the provisions of Article VII, Sections 6(a) and 6(l)(2) of the Constitution of the State of Illinois and pursuant to the provisions of the Act and pursuant to the provisions of the Establishment Ordinance, the sum of \$407,913 as the amount of the Services Tax for the tax year 2016.

SECTION 4. Filing. The City Clerk of the City (the "City Clerk") is hereby ordered and directed to file in the Office of the County Clerk of Cook County, Illinois (the "County Clerk") a certified copy of this ordinance on or prior to December 27, 2016, and the County Clerk shall thereafter extend for collection together with all other taxes to be levied by the City of Chicago, the Services Tax herein provided for, said Services Tax to be extended for collection by the County Clerk for the tax year 2016 against all the taxable

property within the Area, the amount of the Services Tax herein levied to be in addition to and in excess of all other taxes to be levied and extended against all taxable property within the Area.

SECTION 5. Service Provider Agreement. The Commissioner, or a designee of the Commissioner (each, an "Authorized Officer"), are each hereby authorized, subject to approval by the Corporation Counsel as to form and legality, to enter into, execute and deliver a Service Provider Agreement as authorized herein with Greater Ravenswood Chamber of Commerce NFP, an Illinois not-for-profit corporation, as the Service Provider, for a one-year term in a form acceptable to such Authorized Officer, along with such other supporting documents, if any, as may be necessary to carry out and comply with the provisions of the Service Provider Agreement. The Budget shall be attached to the Service Provider Agreement as an exhibit. Upon the execution of the Service Provider Agreement and the receipt of proper documentation the Authorized Officer and the City Comptroller are each hereby authorized to disburse the sums appropriated in Section 2 above to the Service Provider in consideration for the provision of the Special Services described in the Budget. The Department of Planning and Development shall promptly make a copy of the executed Service Provider Agreement readily available for public inspection.

SECTION 6. Enforceability. If any section, paragraph or provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this ordinance.

SECTION 7. Conflict. This ordinance shall control over any provision of any other ordinance, resolution, motion or order in conflict with this ordinance, to the extent of such conflict.

SECTION 8. Publication. This ordinance shall be published by the City Clerk, in special pamphlet form, and made available in her office for public inspection and distribution to members of the public who may wish to avail themselves of a copy of this ordinance.

SECTION 9. Effective Date. This ordinance shall take effect 10 days after its passage and publication.

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

Exhibit "A".

Budget.

| Special Service Area # 31                       |                                        |
|-------------------------------------------------|----------------------------------------|
| Service Provider Agency:                        | Greater Ravenswood Chamber of Commerce |
| SSA Boundaries:                                 |                                        |
| Services Authorized in Establishment Ordinance: |                                        |

**2017 BUDGET SUMMARY**

Budget and Services Period: January 1, 2017 through December 31, 2017

|                                       |            | 2016 Levy        |                           |            |                       |                                         |
|---------------------------------------|------------|------------------|---------------------------|------------|-----------------------|-----------------------------------------|
| CATEGORY                              |            | Collectable Levy | Estimated Loss Collection | Carry Over | TIF Rebate: Fund #A02 | Estimated Late Collections and Interest |
| 1.00 Customer Attraction              |            | \$83,149         | \$12,275                  | \$25,000   | \$3,000               | \$1,428                                 |
| 2.00 Public Way Aesthetics            |            | \$192,400        | \$0                       | \$58,024   | \$7,966               | \$0                                     |
| 3.00 Sustainability and Public Places |            | \$0              | \$0                       | \$5,000    | \$0                   | \$0                                     |
| 4.00 Economic/ Business Development   |            | \$1,000          | \$0                       | \$10,000   | \$70,000              | \$0                                     |
| 5.00 Safety Programs                  |            | \$0              | \$0                       | \$0        | \$0                   | \$0                                     |
| 6.00 SSA Management                   |            | \$24,700         | \$0                       | \$0        | \$0                   | \$0                                     |
| 7.00 Personnel                        |            | \$94,389         | \$0                       |            | \$0                   | \$0                                     |
|                                       | Sub-total  | \$395,638        | \$12,275                  |            |                       |                                         |
| GRAND TOTALS                          | Levy Total | \$407,913        |                           | \$98,024   | \$80,966              | \$1,428                                 |
|                                       |            |                  |                           |            |                       | \$588,331                               |

**LEVY ANALYSIS**

|                                             |               |
|---------------------------------------------|---------------|
| Estimated 2016 EAV:                         | \$129,897,436 |
| Authorized Tax Rate Cap:                    | 0.320%        |
| Maximum Potential Levy limited by Rate Cap: | \$415,672     |
| Requested 2016 Levy Amount:                 | \$407,913     |
| Estimated Tax Rate to Generate 2016 Levy:   | 0.31%         |

IMPOSITION OF TAX LEVY, APPROVAL OF YEAR 2017 BUDGET AND  
EXECUTION OF SERVICE PROVIDER AGREEMENT FOR SPECIAL SERVICE  
AREA NO. 39.

[O2016-7358]

The Committee on Finance submitted the following report:

CHICAGO, November 1, 2016.

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

Your Committee on Finance, having had under consideration an ordinance authorizing the imposition of a tax levy, the approval of the 2017 budget and the approval of the service provider agreement for Special Service Area Number 39, amount to be levied: \$885,245, 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.

Alderman Burke abstained from voting pursuant to Rule 14.

Respectfully submitted,

(Signed) EDWARD M. BURKE,  
*Chairman.*

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

*Yeas* -- Aldermen Moreno, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Beale, Sadlowski Garza, Thompson, Cárdenas, Quinn, Lopez, Foulkes, D. Moore, Curtis, O'Shea, Cochran, Muñoz, Zalewski, Solis, Maldonado, Burnett, Ervin, Taliaferro, Reboyas, Waguespack, Mell, Ramirez-Rosa, Villegas, Sposato, Laurino, O'Connor, Napolitano, Reilly, Smith, Tunney, Arena, Cappelman, Pawar, Osterman, Silverstein -- 43.

*Nays* -- None.

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

Alderman Burke abstained from voting pursuant to Rule 14 of the City Council's Rules of Order and Procedure, disclosing that he had represented parties to this ordinance in previous and unrelated matters.

The following is said ordinance as passed:

WHEREAS, Special service areas may be established pursuant to Article VII, Sections 6(l) and 7(6) of the Constitution of the State of Illinois, and pursuant to the provisions of the Special Service Area Tax Law, 35 ILCS 200/27-5, et seq., as amended from time to time (the "Act") and pursuant to the Property Tax Code, 35 ILCS 200/1-1, et seq., as amended from time to time; and

WHEREAS, On November 8, 2006, the City Council (the "City Council") of the City of Chicago (the "City") enacted an ordinance (the "Establishment Ordinance") which established an area known and designated as City of Chicago Special Service Area Number 39 (the "Area") and authorized the levy of an annual tax, for the period beginning in tax year 2006 through and including tax year 2030, not to exceed an annual rate of 1.9 percent of the equalized assessed value of the taxable property therein (the "Services Tax") to provide certain special services in and for the Area in addition to the services provided by and to the City of Chicago generally (the "Special Services"); and

WHEREAS, The Establishment Ordinance established the Area consisting of the area on Archer Avenue, from California Avenue to Karlov Avenue; Kedzie Avenue, from Archer Avenue to 48<sup>th</sup> Street; and Pulaski Road, from 45<sup>th</sup> Street to 51<sup>st</sup> Street; and

WHEREAS, The Special Services authorized in the Establishment Ordinance include but are not limited to maintenance and beautification, new construction, coordinated marketing and promotional activities, parking and transit programs, area strategic planning, business retention and recruitment, building facade improvements, security services and other technical assistance activities to promote community and economic development; and

WHEREAS, The Establishment Ordinance provided for the appointment of the Brighton Park-Archer Heights Special Service Area Commission (the "Commission") to advise the City Council regarding the amount of the Services Tax to be levied and for the purpose of recommending to the City Council: (1) a yearly budget based upon the cost of providing the Special Services; (2) an entity to serve as a service provider (the "Service Provider"); (3) an agreement between the City and the Service Provider for the provision of Special Services to the Area (the "Service Provider Agreement"); and (4) a budget to be included in the agreement between the City and the Service Provider (the "Budget") (the aforementioned items 1 through 4 shall be known collectively herein as the "Recommendations"); and

WHEREAS, The Commission has been duly appointed and qualified and has heretofore prepared and transmitted to the Commissioner of the Department of Planning and Development (the "Commissioner") its Recommendations to the City Council, including the Budget attached hereto as Exhibit A and hereby made a part hereof; now, therefore,

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

SECTION 1. Incorporation Of Preambles. The preambles of this ordinance are hereby incorporated into this text as if set out herein in full.

SECTION 2. Appropriations. There is hereby appropriated the following sums in the amounts and for the purposes necessary to provide the Special Services in and for the Area, the estimated amounts of miscellaneous income and the amounts required to be raised by the levy of the Services Tax indicated as follows:

Brighton Park-Archer Heights Special Service Area Commission

Special Service Area Budget.

For the fiscal year commencing January 1, 2017 and ending December 31, 2017.

|                                                                                                                                                              | Expenditures |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|
| Service Provider Agreement for the provision of Special Services                                                                                             | \$994,186    |
| TOTAL BUDGET REQUEST:                                                                                                                                        | \$994,186    |
| Source Of Funding                                                                                                                                            |              |
| Tax levy at an annual rate not to exceed 1.9 percent of the equalized assessed value of the taxable property within Special Service Area Number 39           | \$885,245    |
| Carryover funds currently available from prior tax years                                                                                                     | \$100,000    |
| Late collections received by the City of Chicago attributable to the levy of the Services Tax in prior tax years, along with interest income thereon, if any | \$8,941      |

SECTION 3. Levy Of Taxes. There is hereby levied pursuant to the provisions of Article VII, Sections 6(a) and 6(1)(2) of the Constitution of the State of Illinois and pursuant to the provisions of the Act and pursuant to the provisions of the Establishment Ordinance, the sum of \$885,245 as the amount of the Services Tax for the tax year 2016.

SECTION 4. Filing. The City Clerk of the City of Chicago (the "City Clerk") is hereby ordered and directed to file in the Office of the County Clerk of Cook County, Illinois (the "County Clerk") a certified copy of this ordinance on or prior to December 27, 2016, and the County Clerk shall thereafter extend for collection together with all other taxes to be levied by the City, the Services Tax herein provided for, said Services Tax to be extended for collection by the County Clerk for the tax year 2016 against all the taxable property within the Area, the amount of the Services Tax herein levied to be in addition to and in excess of all other taxes to be levied and extended against all taxable property within the Area.

SECTION 5. Service Provider Agreement. The Commissioner, or a designee of the Commissioner (each, an "Authorized Officer"), are each hereby authorized, subject to approval by the Corporation Counsel as to form and legality, to enter into, execute and deliver a Service Provider Agreement as authorized herein with Back of the Yards Neighborhood Council, an Illinois not-for-profit corporation, as the Service Provider, for a one-year term in a form acceptable to such Authorized Officer, along with such other supporting documents, if any, as may be necessary to carry out and comply with the provisions of the Service Provider Agreement. The Budget shall be attached to the Service Provider Agreement as an exhibit. Upon the execution of the Service Provider Agreement and the receipt of proper documentation the Authorized Officer and the City Comptroller are each hereby authorized to disburse the sums appropriated in Section 2 above to the Service Provider in consideration for the provision of the Special Services described in the Budget. The Department of Planning and Development shall promptly make a copy of the executed Service Provider Agreement readily available for public inspection.

SECTION 6. Enforceability. If any section, paragraph or provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this ordinance.

SECTION 7. Conflict. This ordinance shall control over any provision of any other ordinance, resolution, motion or order in conflict with this ordinance, to the extent of such conflict.

SECTION 8. Publication. This ordinance shall be published by the City Clerk, in special pamphlet form, and made available in her office for public inspection and distribution to members of the public who may wish to avail themselves of a copy of this ordinance.

SECTION 9. Effective Date. This ordinance shall take effect 10 days after its passage and publication.

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



Exhibit "A".

Budget.

| Special Service Area # 39 |                                        |
|---------------------------|----------------------------------------|
| Service Provider Agency:  | Back of the Yards Neighborhood Council |
|                           |                                        |
|                           |                                        |

**2017 BUDGET SUMMARY**

Budget and Services Period: January 1, 2017 through December 31, 2017

| CATEGORY                              | 2016 Levy        |                           | Carry Over | TIF Rebate Fund #A16 | Estimated Late Collections and Interest | 2017 Budget |
|---------------------------------------|------------------|---------------------------|------------|----------------------|-----------------------------------------|-------------|
|                                       | Collectable Levy | Estimated Loss Collection |            |                      |                                         |             |
| 1.00 Customer Attraction              | \$43,000         | \$0                       | \$0        | \$0                  | \$0                                     | \$43,000    |
| 2.00 Public Way Aesthetics            | \$503,166        | \$31,425                  | \$100,000  | \$0                  | \$8,941                                 | \$643,532   |
| 3.00 Sustainability and Public Places | \$3,000          | \$0                       | \$0        | \$0                  | \$0                                     | \$3,000     |
| 4.00 Economic/ Business Development   | \$79,614         | \$0                       | \$0        | \$0                  | \$0                                     | \$79,614    |
| 5.00 Safety Programs                  | \$0              | \$0                       | \$0        | \$0                  | \$0                                     | \$0         |
| 6.00 SSA Management                   | \$53,950         | \$0                       | \$0        | \$0                  | \$0                                     | \$53,950    |
| 7.00 Personnel                        | \$171,090        | \$0                       |            | \$0                  | \$0                                     | \$171,090   |
|                                       | Sub-total        | \$853,820                 | \$31,425   |                      |                                         |             |
| <b>GRAND TOTALS</b>                   | Levy Total       | \$885,245                 | \$100,000  | \$0                  | \$8,941                                 | \$994,186   |

**LEVY ANALYSIS**

|                                             |              |
|---------------------------------------------|--------------|
| Estimated 2016 EAV:                         | \$62,601,817 |
| Authorized Tax Rate Cap:                    | 1.900%       |
| Maximum Potential Levy limited by Rate Cap: | \$1,189,435  |
| Requested 2016 Levy Amount:                 | \$885,245    |
| Estimated Tax Rate to Generate 2016 Levy:   | 1.41%        |

IMPOSITION OF TAX LEVY, APPROVAL OF YEAR 2017 BUDGET, EXECUTION OF SERVICE PROVIDER AGREEMENT FOR SPECIAL SERVICE AREA NO. 42 AND AMENDMENT OF YEAR 2016 APPROPRIATION, LEVY AND AGREEMENT ORDINANCE.

[O2016-7363]

The Committee on Finance submitted the following report:

CHICAGO, November 1, 2016.

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

Your Committee on Finance, having had under consideration an ordinance authorizing the imposition of a tax levy, the approval of the 2017 budget, and the approval of the service provider agreement for Special Service Area Number 42, amount to be levied: \$584,037, 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) EDWARD M. BURKE,  
*Chairman.*

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

*Yeas* -- Aldermen Moreno, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Beale, Sadlowski Garza, Thompson, Cárdenas, Quinn, Burke, Lopez, Foulkes, D. Moore, Curtis, O'Shea, Cochran, Muñoz, Zalewski, Solis, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Waguespack, Mell, Ramirez-Rosa, Villegas, Sposato, Laurino, O'Connor, Napolitano, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Silverstein -- 44.

*Nays* -- None.

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

The following is said ordinance as passed:

WHEREAS, Special service areas may be established pursuant to Article VII, Sections 6(l) and 7(6) of the Constitution of the State of Illinois, and pursuant to the provisions of the Special Service Area Tax Law, 35 ILCS 200/27-5, et seq., as amended from time to time (the "Act") and pursuant to the Property Tax Code, 35 ILCS 200/1-1, et seq., as amended from time to time; and

WHEREAS, On November 15, 2006, the City Council of the City of Chicago (the "City Council") enacted an ordinance (the "Original Ordinance") which established an area known and designated as City of Chicago Special Service Area Number 42 (the "Area") and authorized the levy of an annual tax, for the period beginning in tax year 2006 through and including tax year 2015 (the "Original Period"), not to exceed an annual rate of two percent (2%) of the equalized assessed value of the taxable property therein (the "Services Tax") to provide certain special services in and for the Area in addition to the services provided by and to the City of Chicago (the "City") generally (the "Original Special Services"); and

WHEREAS, On December 9, 2015, the City Council enacted an ordinance (the "Levy Extension Ordinance") which (i) authorized certain special services in the Area distinct from the Original Special Services (the "Special Services"), and (ii) authorized the extension of the Original Period and of the levy of the Services Tax for the provision of the Special Services in the Area in addition to services provided generally by the City for a period beginning in tax year 2015 through and including tax year 2024; and

WHEREAS, The Original Ordinance and the Levy Extension Ordinance are herein collectively referred to as the "Establishment Ordinance"; and

WHEREAS, The Original Ordinance authorized nine (9) members of the Commission (as hereinafter defined); and

WHEREAS, The City of Chicago now desires to increase the number of members of the Commission from nine (9) to eleven (11); and

WHEREAS, The Establishment Ordinance established the Area consisting of Stony Island Avenue, from 67<sup>th</sup> Street to 73<sup>rd</sup> Street and the west side only of Stony Island Avenue, from 73<sup>rd</sup> Street to 79<sup>th</sup> Street, and 71<sup>st</sup> Street, from South Shore Drive to Kimbark Avenue; and

WHEREAS, The Special Services authorized in the Establishment Ordinance included but are not limited to: customer attraction, public way aesthetics, sustainability and public

place enhancements, economic/business development, safety programs, and other activities to promote commercial and economic development; and

WHEREAS, The Establishment Ordinance provided for the appointment of the 71<sup>st</sup>/Stony Special Service Area Commission (the "Commission") to advise the City Council regarding the amount of the Services Tax to be levied and for the purpose of recommending to the City Council: (1) a yearly budget based upon the cost of providing the Special Services, (2) an entity to serve as a service provider (the "Service Provider"), (3) an agreement between the City and the Service Provider for the provision of Special Services to the Area (the "Service Provider Agreement"), and (4) a budget to be included in the agreement between the City and the Service Provider (the "Budget") (the aforementioned items 1 through 4 shall be known collectively herein as the "Recommendations"); and

WHEREAS, The Commission has been duly appointed and qualified and has heretofore prepared and transmitted to the Commissioner of the Department of Planning and Development (the "Commissioner") its Recommendations to the City Council, including the Budget attached hereto as Exhibit A and hereby made a part hereof; now, therefore,

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

SECTION 1. Incorporation Of Preambles. The preambles of this ordinance are hereby incorporated into this text as if set out herein in full.

SECTION 2. Appropriations. There is hereby appropriated the following sums in the amounts and for the purposes necessary to provide the Special Services in and for the Area, the estimated amounts of miscellaneous income and the amounts required to be raised by the levy of the Services Tax indicated as follows:

71<sup>st</sup>/Stony Special Service Area Commission

Special Service Area Budget.

For the fiscal year commencing January 1, 2017 and ending December 31, 2017.

|                                                                  | Expenditures |
|------------------------------------------------------------------|--------------|
| Service Provider Agreement for the provision of Special Services | \$597,470    |
| TOTAL BUDGET REQUEST:                                            | \$597,470    |

|                                                                                                                                                              | Expenditures |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|
| Source Of Funding                                                                                                                                            |              |
| Tax levy at an annual rate not to exceed two percent (2%) of the equalized assessed value of the taxable property within Special Service Area Number 42      | \$584,037    |
| Carryover funds currently available from prior tax years                                                                                                     | \$0          |
| Late collections received by the City of Chicago attributable to the levy of the Services Tax in prior tax years, along with interest income thereon, if any | \$13,433     |

SECTION 3. Levy Of Taxes. There is hereby levied pursuant to the provisions of Article VII, Sections 6(a) and 6(1)(2) of the Constitution of the State of Illinois and pursuant to the provisions of the Act and pursuant to the provisions of the Establishment ordinance, the sum of \$584,037 as the amount of the Services Tax for the tax year 2016.

SECTION 4. Filing. The City Clerk of the City (the "City Clerk") is hereby ordered and directed to file in the Office of the County Clerk of Cook County, Illinois (the "County Clerk") a certified copy of this ordinance on or prior to December 27, 2016, and the County Clerk shall thereafter extend for collection together with all other taxes to be levied by the City of Chicago, the Services Tax herein provided for, said Services Tax to be extended for collection by the County Clerk for the tax year 2016 against all the taxable property within the Area, the amount of the Services Tax herein levied to be in addition to and in excess of all other taxes to be levied and extended against all taxable property within the Area.

SECTION 5. Service Provider Agreement. The Commissioner, or a designee of the Commissioner (each, an "Authorized Officer"), are each hereby authorized, subject to approval by the Corporation Counsel as to form and legality, to enter into, execute and deliver a Service Provider Agreement as authorized herein with South Shore Chamber Economic Development, Inc., an Illinois not-for-profit corporation, as the Service Provider, for a one-year term in a form acceptable to such Authorized Officer, along with such other supporting documents, if any, as may be necessary to carry out and comply with the provisions of the Service Provider Agreement. The Budget shall be attached to the Service Provider Agreement as an exhibit. Upon the execution of the Service Provider Agreement and the receipt of proper documentation, the Authorized Officer and the City Comptroller are each hereby authorized to disburse the sums appropriated in Section 2 above to the Service Provider in consideration for the provision of the Special Services described in the Budget. The Department of Planning and Development shall promptly make a copy of the executed Service Provider Agreement readily available for public inspection.

SECTION 6. Amendment To The Original Ordinance. Section 8 of the Original Ordinance is hereby amended by deleting the language indicated by strikeout and adding the double-underlined language as follows:

"Section 8. Commission Authorized. There is hereby established the 71<sup>st</sup>/Stony Commission Special Service Area Commission (the "Commission") which shall consist of ~~nine (9)~~ eleven (11) members. The Mayor, with the approval of the City Council, shall appoint the initial Commission members. Of the initial Commission members, ~~five (5)~~ six (6) members shall be appointed to serve for three year terms, and ~~four (4)~~ five (5) shall be appointed to serve for two year terms. Upon the expiration of the term of any Commission member, the Mayor, with the approval of City Council, shall appoint a successor Commission member. Other than the initial Commissioners, each Commission member shall be appointed to serve for a term of two years or until a successor is appointed. In the event of a vacancy on the Commission due to resignation, death, inability to serve, removal by the Mayor, or other reason, the Mayor, with the approval of City Council, shall appoint a successor. Each successor so appointed shall serve for the remaining term for which he/she was appointed. The Commission shall designate one member as the Chairman of the Commission, and he/she shall serve not more than two successive two-year terms. The Commission may establish bylaws for its procedural operation.

The Commission shall have the powers delegated to it in Section 9 hereof. The terms and powers of the Commission members shall cease upon the termination of the time period for which the levy of the Services Tax is authorized. The members of the Commission shall serve without compensation".

SECTION 7. Enforceability. If any section, paragraph or provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this ordinance.

SECTION 8. Conflict. This ordinance shall control over any provision of any other, ordinance, resolution, motion or order in conflict with this ordinance, to the extent of such conflict.

SECTION 9. Publication. This ordinance shall be published by the City Clerk, in special pamphlet form, and made available in her office for public inspection and distribution to members of the public who may wish to avail themselves of a copy of this ordinance.

SECTION 10. Effective Date. This ordinance shall take effect 10 days after its passage and publication.

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

Exhibit "A".

Budget.

| Special Service Area # 42 |                                                |
|---------------------------|------------------------------------------------|
| Service Provider Agency:  | South Shore Chamber Economic Development, Inc. |
|                           |                                                |
|                           |                                                |

**2017 BUDGET SUMMARY**

Budget and Services Period: January 1, 2017 through December 31, 2017

|                                        |                   | 2016 Levy           |                                 | Carry Over | TIF Rebate<br>Fund #A19 | Estimated<br>Late<br>Collections<br>and Interest | 2017 Budget      |
|----------------------------------------|-------------------|---------------------|---------------------------------|------------|-------------------------|--------------------------------------------------|------------------|
| CATEGORY                               |                   | Collectable<br>Levy | Estimated<br>Loss<br>Collection |            |                         |                                                  |                  |
| 1.00 Customer Attraction               |                   | \$77,250            | \$0                             | \$0        | \$0                     | \$0                                              | \$77,250         |
| 2.00 Public Way Aesthetics             |                   | \$155,345           | \$47,482                        | \$0        | \$0                     | \$13,433                                         | \$216,260        |
| 3.00 Sustainability and Public Places  |                   | \$0                 | \$0                             | \$0        | \$0                     | \$0                                              | \$0              |
| 4.00 Economic/<br>Business Development |                   | \$0                 | \$0                             | \$0        | \$0                     | \$0                                              | \$0              |
| 5.00 Safety Programs                   |                   | \$142,708           | \$0                             | \$0        | \$0                     | \$0                                              | \$142,708        |
| 6.00 SSA Management                    |                   | \$18,750            | \$0                             | \$0        | \$0                     | \$0                                              | \$18,750         |
| 7.00 Personnel                         |                   | \$142,502           | \$0                             |            | \$0                     | \$0                                              | \$142,502        |
|                                        | Sub-total         | \$536,555           | \$47,482                        |            |                         |                                                  |                  |
| <b>GRAND TOTALS</b>                    | <b>Levy Total</b> | <b>\$584,037</b>    |                                 | <b>\$0</b> | <b>\$0</b>              | <b>\$13,433</b>                                  | <b>\$597,470</b> |

**LEVY ANALYSIS**

|                                                |              |
|------------------------------------------------|--------------|
| Estimated 2016 EAV:                            | \$36,630,482 |
| Authorized Tax Rate Cap:                       | 2.000%       |
| Maximum Potential Levy<br>limited by Rate Cap: | \$732,610    |
| Requested 2016 Levy Amount:                    | \$584,037    |
| Estimated Tax Rate to Generate<br>2016 Levy:   | 1.59%        |

IMPOSITION OF TAX LEVY, APPROVAL OF YEAR 2017 BUDGET AND  
EXECUTION OF SERVICE PROVIDER AGREEMENT FOR SPECIAL SERVICE  
AREA NO. 48.

[O2016-7359]

The Committee on Finance submitted the following report:

CHICAGO, November 1, 2016.

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

Your Committee on Finance, having had under consideration an ordinance authorizing the imposition of a tax levy, the approval of the 2017 budget and the approval of the service provider agreement for Special Service Area Number 48, amount to be levied: \$186,291, 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) EDWARD M. BURKE,  
*Chairman.*

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

*Yeas* -- Aldermen Moreno, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Beale, Sadlowski Garza, Thompson, Cárdenas, Quinn, Burke, Lopez, Foulkes, D. Moore, Curtis, O'Shea, Cochran, Muñoz, Zalewski, Solis, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Waguespack, Mell, Ramirez-Rosa, Villegas, Sposato, Laurino, O'Connor, Napolitano, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Silverstein -- 44.

*Nays* -- None.

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



The following is said ordinance as passed:

WHEREAS, Special service areas may be established pursuant to Article VII, Sections 6(l) and 7(6) of the Constitution of the State of Illinois, and pursuant to the provisions of the Special Service Area Tax Law, 35 ILCS 200/27-5, et seq., as amended from time to time (the "Act") and pursuant to the Property Tax Code, 35 ILCS 200/1-1, et seq., as amended from time to time; and

WHEREAS, On December 2, 2009, the City Council of the City of Chicago (the "City Council") enacted an ordinance (the "Establishment Ordinance") which established an area known and designated as City of Chicago Special Service Area Number 48 (the "Area") and authorized the levy of an annual tax, for the period beginning in 2009 through and including 2018, not to exceed an annual rate of three-tenths of one percent (0.3%) of the equalized assessed value of the taxable property therein (the "Services Tax") to provide certain special services in and for the Area in addition to the services provided by and to the City of Chicago generally (the "Special Services"); and

WHEREAS, The Establishment Ordinance established the Area as that territory consisting approximately of North Avenue, from the east side of Orleans Street to the west side of LaSalle Street on the south side of North Avenue and from the east side of North Park Avenue to the west side of LaSalle Street on the north side of North Avenue; Wells Street, from the north side of Schiller Street to North Avenue, to include the buildings on all four corners at the intersection of North Avenue and Wells Street; and

WHEREAS, The Special Services authorized in the Establishment Ordinance include, but are not limited to: recruitment of new businesses to the Area, rehabilitation activities, maintenance and beautification activities, security, coordination of promotional and advertising activities, strategic planning for the Area, and other technical assistance activities to promote commercial and economic development (which may include, but are not limited to, streetscape improvements, strategic transit/parking improvement including parking management studies, and enhanced land use oversight and control initiatives); and

WHEREAS, The Establishment Ordinance provided for the appointment of the Old Town Special Service Area Commission (the "Commission") to advise the City Council regarding the amount of the Services Tax to be levied and for the purpose of recommending to the City Council: (1) a yearly budget based upon the cost of providing the Special Services; (2) an entity to serve as a service provider (the "Service Provider"); (3) an agreement between the City and the Service Provider for the provision of Special Services to the Area (the "Service Provider Agreement"); and (4) a budget to be included in the agreement between the City and the Service Provider (the "Budget") (the aforementioned items 1 through 4 shall be known collectively herein as the "Recommendations"); and

WHEREAS, The Commission has been duly appointed and qualified and has heretofore prepared and transmitted to the Commissioner of the Department of Planning and Development (the "Commissioner") its Recommendations to the City Council, including the Budget attached hereto as Exhibit A and hereby made a part hereof; now, therefore,

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

SECTION 1. Incorporation Of Preambles. The preambles of this ordinance are hereby incorporated into this text as if set out herein in full.

SECTION 2. Appropriations. There is hereby appropriated the following sums in the amounts and for the purposes necessary to provide the Special Services in and for the Area, the estimated amounts of miscellaneous income and the amounts required to be raised by the levy of the Services Tax indicated as follows:

Old Town Special Service Area Commission

Special Service Area Budget.

For the fiscal year commencing January 1, 2017 and ending December 31, 2017.

|                                                                                                                                                                           | Expenditures |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|
| Service Provider Agreement for the provision of Special Services                                                                                                          | \$234,693    |
| TOTAL BUDGET REQUEST:                                                                                                                                                     | \$234,693    |
| Source Of Funding                                                                                                                                                         |              |
| Tax levy at an annual rate not to exceed three-tenths of one percent (0.3%) of the equalized assessed value of the taxable property within Special Service Area Number 48 | \$186,291    |
| Carryover funds currently available from prior tax years                                                                                                                  | \$40,000     |
| Late collections received by the City of Chicago attributable to the levy of the Services Tax in prior tax years, along with interest income thereon, if any              | \$8,402      |

SECTION 3. Levy Of Taxes. There is hereby levied pursuant to the provisions of Article VII, Sections 6(a) and 6(l)(2) of the Constitution of the State of Illinois and pursuant to the provisions of the Act and pursuant to the provisions of the Establishment Ordinance, the sum of \$186,291 as the amount of the Services Tax for the tax year 2016.

SECTION 4. Filing. The City Clerk of the City (the "City Clerk") is hereby ordered and directed to file in the Office of the County Clerk of Cook County, Illinois (the "County Clerk") a certified copy of this ordinance on or prior to December 27, 2016, and the County Clerk shall thereafter extend for collection together with all other taxes to be levied by the City of Chicago, the Services Tax herein provided for, said Services Tax to be extended for collection by the County Clerk for the tax year 2016 against all the taxable property within the Area, the amount of the Services Tax herein levied to be in addition to and in excess of all other taxes to be levied and extended against all taxable property within the Area.

SECTION 5. Service Provider Agreement. The Commissioner, or a designee of the Commissioner (each, an "Authorized Officer"), are each hereby authorized, subject to approval by the Corporation Counsel as to form and legality, to enter into, execute and deliver a Service Provider Agreement as authorized herein with Old Town Merchants and Residents Association, an Illinois not-for-profit corporation, as the Service Provider, for a one-year term in a form acceptable to such Authorized Officer, along with such other supporting documents, if any, as may be necessary to carry out and comply with the provisions of the Service Provider Agreement. The Budget shall be attached to the Service Provider Agreement as an exhibit. Upon the execution of the Service Provider Agreement and the receipt of proper documentation the Authorized Officer and the City Comptroller are each hereby authorized to disburse the sums appropriated in Section 2 above to the Service Provider in consideration for the provision of the Special Services described in the Budget. The Department of Planning and Development shall promptly make a copy of the executed Service Provider Agreement readily available for public inspection.

SECTION 6. Enforceability. If any section, paragraph or provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this ordinance.

SECTION 7. Conflict. This ordinance shall control over any provision of any other ordinance, resolution, motion or order in conflict with this ordinance, to the extent of such conflict.

SECTION 8. Publication. This ordinance shall be published by the City Clerk, in special pamphlet form, and made available in her office for public inspection and distribution to members of the public who may wish to avail themselves of a copy of this ordinance.

SECTION 9. Effective Date. This ordinance shall take effect 10 days after its passage and publication.

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

Exhibit "A".

Budget.

| Special Service Area # 48 |                                            |
|---------------------------|--------------------------------------------|
| Service Provider Agency:  | Old Town Merchants & Residents Association |
|                           |                                            |
|                           |                                            |

**2017 BUDGET SUMMARY**

Budget and Services Period: January 1, 2017 through December 31, 2017

| CATEGORY                              | 2016 Levy        |                           | Carry Over      | TIF Rebate Fund #A77 | Estimated Late Collections and Interest | 2017 Budget      |
|---------------------------------------|------------------|---------------------------|-----------------|----------------------|-----------------------------------------|------------------|
|                                       | Collectable Levy | Estimated Loss Collection |                 |                      |                                         |                  |
| 1.00 Customer Attraction              | \$13,675         | \$6,250                   | \$3,615         | \$0                  | \$0                                     | \$23,540         |
| 2.00 Public Way Aesthetics            | \$82,611         | \$5,121                   | \$22,260        | \$0                  | \$4,119                                 | \$114,111        |
| 3.00 Sustainability and Public Places | \$10,571         | \$1,929                   | \$7,625         | \$0                  | \$2,283                                 | \$22,408         |
| 4.00 Economic/ Business Development   | \$0              | \$0                       | \$0             | \$0                  | \$0                                     | \$0              |
| 5.00 Safety Programs                  | \$31,026         | \$3,000                   | \$6,500         | \$0                  | \$2,000                                 | \$42,526         |
| 6.00 SSA Management                   | \$6,475          | \$0                       | \$0             | \$0                  | \$0                                     | \$6,475          |
| 7.00 Personnel                        | \$25,633         | \$0                       |                 | \$0                  | \$0                                     | \$25,633         |
|                                       | Sub-total        | \$169,991                 | \$16,300        |                      |                                         |                  |
| <b>GRAND TOTALS</b>                   | Levy Total       | <b>\$186,291</b>          | <b>\$40,000</b> | <b>\$0</b>           | <b>\$8,402</b>                          | <b>\$234,693</b> |

| LEVY ANALYSIS                               |              |
|---------------------------------------------|--------------|
| Estimated 2016 EAV:                         | \$65,033,796 |
| Authorized Tax Rate Cap:                    | 0.300%       |
| Maximum Potential Levy limited by Rate Cap: | \$195,101    |
| Requested 2016 Levy Amount:                 | \$186,291    |
| Estimated Tax Rate to Generate 2016 Levy:   | 0.29%        |

IMPOSITION OF TAX LEVY, APPROVAL OF YEAR 2017 BUDGET AND  
EXECUTION OF SERVICE PROVIDER AGREEMENT FOR SPECIAL SERVICE  
AREA NO. 51.

[O2016-7360]

The Committee on Finance submitted the following report:

CHICAGO, November 1, 2016.

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

Your Committee on Finance, having had under consideration an ordinance authorizing the imposition of a tax levy, the approval of the 2017 budget and the approval of the service provider agreement for Special Service Area Number 51, amount to be levied: \$899,506, 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) EDWARD M. BURKE,  
*Chairman.*

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

Yeas -- Aldermen Moreno, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Beale, Sadlowski Garza, Thompson, Cárdenas, Quinn, Burke, Lopez, Foulkes, D. Moore, Curtis, O'Shea, Cochran, Muñoz, Zalewski, Solis, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Waguespack, Mell, Ramirez-Rosa, Villegas, Sposato, Laurino, O'Connor, Napolitano, Reilly, Smith, Tunney, Arena, Cappelman, Pawar, Osterman, Silverstein -- 44.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, Special service areas may be established pursuant to Article VII, Sections 6(l) and 7(6) of the Constitution of the State of Illinois, and pursuant to the provisions of the Special Service Area Tax Law, 35 ILCS 200/27-5, et seq., as amended from time to time (the "Act") and pursuant to the Property Tax Code, 35 ILCS 200/1-1, et seq., as amended from time to time; and

WHEREAS, On December 8, 2010, the City Council of the City of Chicago (the "City Council") enacted an ordinance (the "Establishment Ordinance") which established an area known and designated as City of Chicago Special Service Area Number 51 (the "Area") and authorized the levy of an annual tax, for the period beginning in 2010 through and including 2019, not to exceed an annual rate of three percent (3%) of the equalized assessed value of the taxable property therein (the "Services Tax") to provide certain special services in and for the Area in addition to the services provided by and to the City of Chicago generally (the "Special Services"); and

WHEREAS, Certain funds in Fund A98 ("Fund A98") in the amount of \$16,484 are available for use in connection with the Area; and

WHEREAS, The Establishment Ordinance established the Area as that territory consisting approximately of both sides of Cottage Grove Avenue, between 75<sup>th</sup> Street to 92<sup>nd</sup> Street; then south on the west side of Cottage Grove Avenue, between 92<sup>nd</sup> Street to 95<sup>th</sup> Street; both sides of 75<sup>th</sup> Street, between Indiana Avenue and Drexel Avenue; both sides of 79<sup>th</sup> Street, between Indiana Avenue and Greenwood Avenue; both sides of 87<sup>th</sup> Street, between Ingleside Avenue and Cottage Grove Avenue; the north side of 95<sup>th</sup> Street, between Cottage Grove Avenue and Stony Island Avenue; then the south side of 95<sup>th</sup> Street, between Dobson Avenue and Kimbark Avenue; and

WHEREAS, The Special Services authorized in the Establishment Ordinance include, but are not limited to: recruitment of new businesses to the Area, rehabilitation activities, maintenance and beautification activities, security, coordination of promotional and advertising activities, strategic planning for the Area, and other technical assistance activities to promote commercial and economic development (which may include, but are not limited to, streetscape improvements, strategic transit/parking improvement including parking management studies, and enhanced land use oversight and control initiatives); and

WHEREAS, The Establishment Ordinance provided for the appointment of the Chatham Cottage Grove Special Service Area Commission (the "Commission") to advise the City Council regarding the amount of the Services Tax to be levied and for the purpose of recommending to the City Council: (1) a yearly budget based upon the cost of providing the Special Services; (2) an entity to serve as a service provider (the "Service Provider"); (3) an agreement between the City and the Service Provider for the provision of Special Services to the Area (the "Service Provider Agreement"); and (4) a budget to be included in the agreement between the City and the Service Provider (the "Budget") (the aforementioned items 1 through 4 shall be known collectively herein as the "Recommendations"); and

WHEREAS, The Commission has been duly appointed and qualified and has heretofore prepared and transmitted to the Commissioner of the Department of Planning and Development (the "Commissioner") its Recommendations to the City Council, including the Budget attached hereto as Exhibit A and hereby made a part hereof; now, therefore,

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

SECTION 1. Incorporation Of Preambles. The preambles of this ordinance are hereby incorporated into this text as if set out herein in full.

SECTION 2. Appropriations. There is hereby appropriated the following sums in the amounts and for the purposes necessary to provide the Special Services in and for the Area, the estimated amounts of miscellaneous income and the amounts required to be raised by the levy of the Services Tax indicated as follows:

Chatham Cottage Grove Special Service Area Commission

Special Service Area Budget.

For the fiscal year commencing January 1, 2017 and ending December 31, 2017.

|                                                                                                                                                              | Expenditures |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|
| Service Provider Agreement for the provision of Special Services                                                                                             | \$970,410    |
| TOTAL BUDGET REQUEST:                                                                                                                                        | \$970,410    |
| Source Of Funding                                                                                                                                            |              |
| Tax levy at an annual rate not to exceed three percent (3%) of the equalized assessed value of the taxable property within Special Service Area Number 51    | \$899,506    |
| Fund A98                                                                                                                                                     | \$16,484     |
| Carryover funds currently available from prior tax years                                                                                                     | \$0          |
| Late collections received by the City of Chicago attributable to the levy of the Services Tax in prior tax years, along with interest income thereon, if any | \$54,420     |

SECTION 3. Levy Of Taxes. There is hereby levied pursuant to the provisions of Article VII, Sections 6(a) and 6(l)(2) of the Constitution of the State of Illinois and pursuant to the provisions of the Act and pursuant to the provisions of the Establishment Ordinance, the sum of \$899,506 as the amount of the Services Tax for the tax year 2016.

SECTION 4. Filing. The City Clerk of the City (the "City Clerk") is hereby ordered and directed to file in the Office of the County Clerk of Cook County, Illinois (the "County Clerk") a certified copy of this ordinance on or prior to December 27, 2016, and the County Clerk shall thereafter extend for collection together with all other taxes to be levied by the City of Chicago, the Services Tax herein provided for, said Services Tax to be extended for collection by the County Clerk for the tax year 2016 against all the taxable property within the Area, the amount of the Services Tax herein levied to be in addition to and in excess of all other taxes to be levied and extended against all taxable property within the Area.

SECTION 5. Service Provider Agreement. The Commissioner, or a designee of the Commissioner (each, an "Authorized Officer"), are each hereby authorized, subject to approval by the Corporation Counsel as to form and legality, to enter into, execute and deliver a Service Provider Agreement as authorized herein with Chatham Business Association, Small Business Development, Inc., an Illinois not-for-profit corporation, as the Service Provider, for a one-year term in a form acceptable to such Authorized Officer, along with such other supporting documents, if any, as may be necessary to carry out and comply with the provisions of the Service Provider Agreement. The Budget shall be attached to the Service Provider Agreement as an exhibit. Upon the execution of the Service Provider Agreement and the receipt of proper documentation the Authorized Officer and the City Comptroller are each hereby authorized to disburse the sums appropriated in Section 2 above to the Service Provider in consideration for the provision of the Special Services described in the Budget. The Department of Planning and Development shall promptly make a copy of the executed Service Provider Agreement readily available for public inspection.

SECTION 6. Enforceability. If any section, paragraph or provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this ordinance.

SECTION 7. Conflict. This ordinance shall control over any provision of any other ordinance, resolution, motion or order in conflict with this ordinance, to the extent of such conflict.

SECTION 8. Publication. This ordinance shall be published by the City Clerk, in special pamphlet form, and made available in her office for public inspection and distribution to members of the public who may wish to avail themselves of a copy of this ordinance.

SECTION 9. Effective Date. This ordinance shall take effect 10 days after its passage and publication.

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



## Exhibit "A".

## Budget.

| Special Service Area # 51 |                                                               |
|---------------------------|---------------------------------------------------------------|
| Service Provider Agency:  | Chatham Business Association, Small Business Development Inc. |
|                           |                                                               |
|                           |                                                               |

## 2017 BUDGET SUMMARY

Budget and Services Period: January 1, 2017 through December 31, 2017.

|                                       |            | 2016 Levy        |                           |            |                       |             |
|---------------------------------------|------------|------------------|---------------------------|------------|-----------------------|-------------|
| CATEGORY                              |            | Collectable Levy | Estimated Loss Collection | Carry Over | TIF Rebate: Fund #A98 | 2017 Budget |
| 1.00 Customer Attraction              |            | \$34,500         | \$23,000                  | \$0        | \$0                   | \$75,500    |
| 2.00 Public Way Aesthetics            |            | \$343,357        | \$28,500                  | \$0        | \$0                   | \$373,857   |
| 3.00 Sustainability and Public Places |            | \$0              | \$0                       | \$0        | \$0                   | \$0         |
| 4.00 Economic/ Business Development   |            | \$0              | \$0                       | \$0        | \$0                   | \$0         |
| 5.00 Safety Programs                  |            | \$122,300        | \$73,080                  | \$0        | \$16,484              | \$246,284   |
| 6.00 SSA Management                   |            | \$71,097         | \$0                       | \$0        | \$0                   | \$71,097    |
| 7.00 Personnel                        |            | \$203,672        | \$0                       |            | \$0                   | \$203,672   |
|                                       | Sub-total  | \$774,926        | \$124,580                 |            |                       |             |
| GRAND TOTALS                          | Levy Total | \$899,506        |                           | \$0        | \$16,484              | \$970,410   |

## LEVY ANALYSIS

|                                             |              |
|---------------------------------------------|--------------|
| Estimated 2016 EAV:                         | \$63,881,561 |
| Authorized Tax Rate Cap:                    | 3.000%       |
| Maximum Potential Levy limited by Rate Cap: | \$1,916,447  |
| Requested 2016 Levy Amount:                 | \$899,506    |
| Estimated Tax Rate to Generate 2016 Levy:   | 1.41%        |

IMPOSITION OF TAX LEVY, APPROVAL OF YEAR 2017 BUDGET, EXECUTION OF SERVICE PROVIDER AGREEMENT FOR SPECIAL SERVICE AREA NO. 56 AND AMENDMENT OF YEAR 2016 APPROPRIATION, LEVY AND AGREEMENT ORDINANCE.

[O2016-7365]

The Committee on Finance submitted the following report:

CHICAGO, November 1, 2016.

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

Your Committee on Finance, having had under consideration an ordinance authorizing the imposition of a tax levy, the approval of the 2017 budget, and the approval of the service provider agreement for Special Service Area Number 56 and the approval of amendment to the year 2016 Appropriation, Levy and Agreement Ordinance, amount to be levied: \$105,851, 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) EDWARD M. BURKE,  
*Chairman.*

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

Yeas -- Aldermen Moreno, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Beale, Sadlowski Garza, Thompson, Cárdenas, Quinn, Burke, Lopez, Foulkes, D. Moore, Curtis, O'Shea, Cochran, Muñoz, Zalewski, Solis, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Waguespack, Mell, Ramirez-Rosa, Villegas, Sposato, Laurino, O'Connor, Napolitano, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Silverstein -- 44.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, Special service areas may be established pursuant to Article VII, Sections 6(l) and 7(6) of the Constitution of the State of Illinois, and pursuant to the provisions of the Special Service Area Tax Law, 35 ILCS 200/27-5, et seq., as amended from time to time (the "Act") and pursuant to the Property Tax Code, 35 ILCS 200/1-1, et seq., as amended from time to time; and

WHEREAS, On December 12, 2012, the City Council of the City of Chicago (the "City Council") enacted an ordinance (the "Establishment Ordinance") which established an area known and designated as City of Chicago Special Service Area Number 56 (the "Area") and authorized the levy of an annual tax, for the period beginning in 2012 through and including 2021, not to exceed an annual rate of 2.1 percent of the equalized assessed value of the taxable property therein (the "Services Tax") to provide certain special services in and for the Area in addition to the services provided by and to the City of Chicago generally (the "Special Services"); and

WHEREAS, The Establishment Ordinance established the Area as that territory consisting approximately of the properties fronting both sides of 47<sup>th</sup> Street, from the west side of St. Lawrence Avenue to the east side of South State Street; the east side of South State Street, from the north side of 48<sup>th</sup> Street up to and including 4621 South State Street; the west side of South Indiana Avenue, from and including 4638 South Indiana Avenue up to and including 4710 South Indiana Avenue; the west side of South Prairie Avenue, from the north side of 47<sup>th</sup> Street up to and including 4716 South Prairie Avenue; the west side of Dr. Martin Luther King, Jr. Drive, from and including 4636 South Dr. Martin Luther King, Jr. Drive up to and including 4704 South Dr. Martin Luther King, Jr. Drive; the east side of Dr. Martin Luther King, Jr. Drive, from the south side of 46<sup>th</sup> Street up to and including 4709 South Dr. Martin Luther King, Jr. Drive; and the east side of South Vincennes Avenue, from the south side of 47<sup>th</sup> Street up to and including 4647 South Vincennes Avenue; and

WHEREAS, The Special Services authorized in the Establishment Ordinance include, but are not limited to: recruitment of new businesses to the Area, rehabilitation activities, maintenance and beautification activities, new construction, security, promotional and advertising activities, strategic planning for the Area, and other technical assistance activities to promote commercial and economic development (which may include, but are not limited to, streetscape improvements, strategic transit/parking improvement including parking management studies, and enhanced land use oversight and control initiatives); and

WHEREAS, The Establishment Ordinance provided for the appointment of the Bronzeville Special Service Area Commission (the "Commission") to advise the City Council regarding the amount of the Services Tax to be levied and for the purpose of recommending to the City Council: (1) a yearly budget based upon the cost of providing the Special Services; (2) an entity to serve as a service provider (the "Service Provider"); (3) an agreement between the City and the Service Provider for the provision of Special Services to the Area (the "Service Provider Agreement"); and (4) a budget to be included in the agreement between the City and the Service Provider (the "Budget") (the aforementioned items 1 through 4 shall be known collectively herein as the "Recommendations"); and

WHEREAS, The Commission has been duly appointed and qualified and has heretofore prepared and transmitted to the Commissioner of the Department of Planning and Development (the "Commissioner") its Recommendations to the City Council, including the Budget attached hereto as Exhibit A and hereby made a part hereof; and

WHEREAS, On November 18, 2015, the City Council enacted an ordinance (the "2016 Appropriation, Levy, and Agreement Ordinance"), among other things, appropriating the sums necessary to provide the Special Services in and for the Area for 2016, levying the Services Tax for the tax year 2015, and authorizing an agreement to the 2016 Appropriation, Levy, and Agreement Ordinance with Quad Communities Development Corporation, NFP, an Illinois not-for-profit corporation, as the Service Provider (the "2016 Service Provider"), for the provision of the Special Services in 2016; and

WHEREAS, Pursuant to the 2016 Appropriation, Levy, and Agreement Ordinance the City and the 2016 Service Provider entered into a service provider agreement (the "2016 Service Provider Agreement"); and

WHEREAS, The City desires to increase the budget for Special Services in the Area in 2016 by \$26,126; and

WHEREAS, The City therefore desires to amend both the 2016 Appropriation, Levy, and Agreement Ordinance, as set forth below, and the 2016 Service Provider Agreement, pursuant to an amendment in substantially the form attached hereto as Exhibit B; now, therefore,

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

SECTION 1. Incorporation Of Preambles. The preambles of this ordinance are hereby incorporated into this text as if set out herein in full.

SECTION 2. Appropriations. There is hereby appropriated the following sums in the amounts and for the purposes necessary to provide the Special Services in and for the Area, the estimated amounts of miscellaneous income and the amounts required to be raised by the levy of the Services Tax indicated as follows:

## Bronzeville Special Service Area Commission

## Special Service Area Budget.

For the fiscal year commencing January 1, 2017 and ending December 31, 2017.

|                                                                                                                                                              | Expenditures |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|
| Service Provider Agreement for the provision of Special Services                                                                                             | \$138,234    |
| TOTAL BUDGET REQUEST:                                                                                                                                        | \$138,234    |
| Source Of Funding                                                                                                                                            |              |
| Tax levy at an annual rate not to exceed 2.1 percent of the equalized assessed value of the taxable property within Special Service Area Number 56           | \$105,851    |
| Carryover funds currently available from prior tax years                                                                                                     | \$26,200     |
| Late collections received by the City of Chicago attributable to the levy of the Services Tax in prior tax years, along with interest income thereon, if any | \$6,183      |

SECTION 3. Levy Of Taxes. There is hereby levied pursuant to the provisions of Article VII, Sections 6(a) and 6(l)(2) of the Constitution of the State of Illinois and pursuant to the provisions of the Act and pursuant to the provisions of the Establishment Ordinance, the sum of \$105,851 as the amount of the Services Tax for the tax year 2016.

SECTION 4. Filing. The City Clerk of the City (the "City Clerk") is hereby ordered and directed to file in the Office of the County Clerk of Cook County, Illinois (the "County Clerk") a certified copy of this ordinance on or prior to December 27, 2016, and the County Clerk shall thereafter extend for collection together with all other taxes to be levied by the City of Chicago, the Services Tax herein provided for, said Services Tax to be extended for collection by the County Clerk for the tax year 2016 against all the taxable property within the Area, the amount of the Services Tax herein levied to be in addition to and in

excess of all other taxes to be levied and extended against all taxable property within the Area.

SECTION 5. Service Provider Agreement. The Commissioner, or a designee of the Commissioner (each, an "Authorized Officer"), are each hereby authorized, subject to approval by the Corporation Counsel as to form and legality, to enter into, execute and deliver a Service Provider Agreement as authorized herein with Quad Communities Development Corporation, NFP, an Illinois not-for-profit corporation, as the Service Provider, for a one-year term in a form acceptable to such Authorized Officer, along with such other supporting documents, if any, as may be necessary to carry out and comply with the provisions of the Service Provider Agreement. The Budget shall be attached to the Service Provider Agreement as an exhibit. Upon the execution of the Service Provider Agreement and the receipt of proper documentation the Authorized Officer and the City Comptroller are each hereby authorized to disburse the sums appropriated in Section 2 above to the Service Provider in consideration for the provision of the Special Services described in the Budget. The Department of Planning and Development shall promptly make a copy of the executed Service Provider Agreement readily available for public inspection.

SECTION 6. Amendment Of 2016 Appropriation, Levy And Agreement Ordinance. Section 2 of the 2016 Appropriation, Levy, and Agreement Ordinance is hereby amended by deleting the language indicated by strikeout and adding the underlined language as follows:

"Section 2. Appropriations. There is hereby appropriated the following sums in the amounts and for the purposes necessary to provide the Special Services in and for the Area, the estimated amounts of miscellaneous income and the amounts required to be raised by the levy of the Services Tax indicated as follows:

Bronzeville Special Service Area Commission

Special Service Area Budget.

For the fiscal year commencing January 1, 2016 and ending December 31, 2016.

|                                                                  | Expenditures               |
|------------------------------------------------------------------|----------------------------|
| Service Provider Agreement for the provision of Special Services | \$109,631 <u>\$135,757</u> |
| TOTAL BUDGET REQUEST:                                            | \$109,631 <u>\$135,757</u> |

|                                                                                                                                                                       | Expenditures        |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|
| Source Of Funding                                                                                                                                                     |                     |
| Tax levy, at an annual rate not to exceed<br>2.1 percent of the equalized assessed<br>value of the taxable property within<br>Special Service Area Number 56          | \$104,631           |
| Carryover funds currently available<br>from prior tax years                                                                                                           | \$0 <u>\$26,126</u> |
| Late collections received by the City of Chicago<br>attributable to the levy of the Services Tax<br>in prior tax years, along with interest income<br>thereon, if any | \$5,000"            |

SECTION 7. Amendment To 2016 Service Provider Agreement. The Commissioner, or a designee of the Commissioner, are each hereby authorized, subject to approval by the Corporation Counsel as to form and legality, to enter into, execute and deliver an amendment to the 2016 Service Provider Agreement in substantially the form attached hereto as Exhibit B and hereby made a part hereof (the "2016 Service Provider Agreement Amendment"), and such other supporting documents, if any, as may be necessary to carry out and comply with the provisions of the 2016 Service Provider Agreement Amendment, with such changes, deletions and insertions as shall be approved by the persons executing the 2016 Service Provider Agreement Amendment.

SECTION 8. Enforceability. If any section, paragraph or provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this ordinance.

SECTION 9. Conflict. This ordinance shall control over any provision of any other ordinance, resolution, motion or order in conflict with this ordinance, to the extent of such conflict.

SECTION 10. Publication. This ordinance shall be published by the City Clerk, in special pamphlet form, and made available in her office for public inspection and distribution to members of the public who may wish to avail themselves of a copy of this ordinance.

SECTION 11. Effective Date. This ordinance shall take effect 10 days after its passage and publication.

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

*Exhibit "A".*  
(To Ordinance)

*Budget.*

| Special Service Area # 56 |                                          |
|---------------------------|------------------------------------------|
| Service Provider Agency:  | Quad Communities Development Corporation |
|                           |                                          |
|                           |                                          |

### 2017 BUDGET SUMMARY

Budget and Services Period: January 1, 2017 through December 31, 2017

|                                          |                   | 2016 Levy           |                                 | Carry Over      | TIF Rebate<br>Fund #OD09 | Estimated<br>Late<br>Collections<br>and Interest | 2017 Budget      |
|------------------------------------------|-------------------|---------------------|---------------------------------|-----------------|--------------------------|--------------------------------------------------|------------------|
| CATEGORY                                 |                   | Collectable<br>Levy | Estimated<br>Loss<br>Collection |                 |                          |                                                  |                  |
| 1.00 Customer<br>Attraction              |                   | \$23,000            | \$512                           | \$7,200         | \$0                      | \$0                                              | \$30,712         |
| 2.00 Public Way<br>Aesthetics            |                   | \$35,615            | \$13,385                        | \$7,500         | \$0                      | \$6,183                                          | \$62,683         |
| 3.00 Sustainability and<br>Public Places |                   | \$2,250             | \$0                             | \$3,050         | \$0                      | \$0                                              | \$5,300          |
| 4.00 Economic/<br>Business Development   |                   | \$3,775             | \$0                             | \$5,700         | \$0                      | \$0                                              | \$9,475          |
| 5.00 Safety Programs                     |                   | \$1,000             | \$0                             | \$2,750         | \$0                      | \$0                                              | \$3,750          |
| 6.00 SSA Management                      |                   | \$12,021            | \$450                           | \$0             | \$0                      | \$0                                              | \$12,471         |
| 7.00 Personnel                           |                   | \$13,843            | \$0                             |                 | \$0                      | \$0                                              | \$13,843         |
|                                          | Sub-total         | \$91,504            | \$14,347                        |                 |                          |                                                  |                  |
| <b>GRAND<br/>TOTALS</b>                  | <b>Levy Total</b> | <b>\$105,851</b>    |                                 | <b>\$26,200</b> | <b>\$0</b>               | <b>\$6,183</b>                                   | <b>\$138,234</b> |

| LEVY ANALYSIS                                  |              |
|------------------------------------------------|--------------|
| Estimated 2016 EAV:                            | \$10,146,683 |
| Authorized Tax Rate Cap:                       | 2.100%       |
| Maximum Potential Levy<br>limited by Rate Cap: | \$213,080    |
| Requested 2016 Levy Amount:                    | \$105,851    |
| Estimated Tax Rate to Generate<br>2016 Levy:   | 1.04%        |



*Exhibit "B".*  
(To Ordinance)

*2016 Service Provider Agreement Amendment For  
Special Service Area 56.*

This Amendment ("Amendment") is made and entered into effective as of the \_\_\_\_ day of \_\_\_\_\_, 2016, by and between the City of Chicago ("City"), a municipal corporation and home rule unit of local government existing under the Constitution of the State of Illinois, acting through the Special Service Area Commission at Chicago, Illinois, and Quad Communities Development Corporation, NFP, an Illinois not-for-profit corporation ("Contractor").

*Background.*

Whereas, On December 12, 2012, the City Council of the City of Chicago (the "City Council") enacted an ordinance (the "Establishment Ordinance") which established an area known and designated as City of Chicago Special Service Area Number 56 (the "Area") and authorized the levy of an annual tax, for the period beginning in 2012 through and including 2021, not to exceed an annual rate of 2.1 percent of the equalized assessed value of the taxable property therein (the "Services Tax") to provide certain special services in and for the Area in addition to the services provided by and to the City of Chicago generally (the "Special Services"); and

Whereas, On November 18, 2015, the City Council enacted an ordinance (the "2016 Ordinance") which, among other things, appropriated the sums necessary to provide the Special Services in and for Special Service Area Number 56 for 2016, levied the Services Tax for the tax year 2015, and authorized a Service Provider Agreement (the "2016 Service Provider Agreement") with the Contractor as the service provider for the provision of the Special Services in 2016; and

Whereas, The Contractor and the City have entered into the 2016 Service Provider Agreement dated \_\_\_\_\_, 2016, in which the Contractor is to perform certain Special Services for Special Service Area Number 56; and

Whereas, The amount of the Services Tax for tax year 2015 levied pursuant to the 2016 Ordinance was \$104,631; and

Whereas, Certain surplus funds in the amount of \$26,126 (the "Surplus Funds") have become available for use to provide Special Services in Special Service Area Number 56; and

Whereas, The City desires to ratify and approve the use of the Surplus Funds to provide Special Services by the Service Provider; and

Whereas, The Contractor and the City therefore desire to make certain changes to the Agreement. The Agreement requires that modifications to it must be made in writing and signed by both parties.

Now, Therefore, In consideration of the provisions and conditions set forth in the Agreement, the parties do mutually agree to amend the Agreement as set forth below.

It is further agreed by and between the parties that the sole modifications of, changes in, and amendments to the Agreement are as follows:

1. Exhibit 1, Amended Budget for 2016, is attached to this Amendment as Attachment 1 and incorporated by reference.

2. The Agreement-Specific Information is hereby amended by deleting the language indicated by the strikeout and adding the underlined language as follows:

Maximum compensation amount (see Agreement Section 5.01): ~~\$109,631~~ \$135,757

Maximum amount (see Agreement Section 5.02): ~~\$109,631~~ \$135,757

Surplus Funds amount (see Agreement Section 5.01(b)): \$26,126

3. Exhibit 2, Amended Economic Disclosure Statement and Affidavit, is attached to this Amendment as Attachment 2 and incorporated by reference.

All terms of the Agreement remain in full force and effect except as modified in this Amendment.

Signed:

City of Chicago

By: \_\_\_\_\_  
Commissioner,  
Department of Planning and Development

Contractor: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

Its: \_\_\_\_\_  
(Print Name and Title)

Attest: \_\_\_\_\_

Its: \_\_\_\_\_  
(Print Name and Title)

County of \_\_\_\_\_

State of \_\_\_\_\_

Acknowledged on \_\_\_\_\_ [date] before me by \_\_\_\_\_ as  
\_\_\_\_\_ [title] of \_\_\_\_\_ [firm].

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

Commission expires: \_\_\_\_\_

Attachments 1 and 2 referred to in this 2016 Service Provider Agreement Amendment for Special Service Area 56 read as follows:



*Attachment 2.*  
(To 2016 Service Provider Agreement Amendment  
For Special Service Area 56)

*City Of Chicago*  
*Amended Year 2016 Economic Disclosure Statement And Affidavit.*

**SECTION I -- GENERAL INFORMATION**

A. Legal name of the Disclosing Party submitting this EDS. Include d/b/a/ if applicable:

Quad Communities Development Corporation, NFP

Check ONE of the following three boxes:

Indicate whether the Disclosing Party submitting this EDS is:

1. ☒ the Applicant

OR

2. ☐ a legal entity holding a direct or indirect interest in the Applicant. State the legal name of the Applicant in which the Disclosing Party holds an interest: \_\_\_\_\_

OR

3. ☐ a legal entity with a right of control (see Section II.B.1.) State the legal name of the entity in which the Disclosing Party holds a right of control: \_\_\_\_\_

B. Business address of the Disclosing Party: 4210 S Berkeley Ave, Chicago, IL 60653

C. Telephone: (773)268-7232 Fax: (773)268-2505 Email: sjn\_usca7@yahoo.com

D. Name of contact person: Shirley J. Newsome

E. Federal Employer Identification No. (if you have one): \_\_\_\_\_

F. Brief description of contract, transaction or other undertaking (referred to below as the "Matter") to which this EDS pertains. (Include project number and location of property, if applicable):

To allow the Quad Communities Development Corporation, NFP to amend the 2016 budget specified in the 2016 service provider agreement with the City of Chicago in order to provide Special Services within SSA #56.

G. Which City agency or department is requesting this EDS? Department of Planning and Development

If the Matter is a contract being handled by the City's Department of Procurement Services, please complete the following:

Specification # \_\_\_\_\_ and Contract # \_\_\_\_\_

## SECTION II -- DISCLOSURE OF OWNERSHIP INTERESTS

## A. NATURE OF THE DISCLOSING PARTY

## 1. Indicate the nature of the Disclosing Party:

- |                                                                   |                                                                     |
|-------------------------------------------------------------------|---------------------------------------------------------------------|
| <input type="checkbox"/> Person                                   | <input type="checkbox"/> Limited liability company                  |
| <input type="checkbox"/> Publicly registered business corporation | <input type="checkbox"/> Limited liability partnership              |
| <input type="checkbox"/> Privately held business corporation      | <input type="checkbox"/> Joint venture                              |
| <input type="checkbox"/> Sole proprietorship                      | <input checked="" type="checkbox"/> Not-for-profit corporation      |
| <input type="checkbox"/> General partnership                      | (Is the not-for-profit corporation also a 501(c)(3))?               |
| <input type="checkbox"/> Limited partnership                      | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| <input type="checkbox"/> Trust                                    | <input type="checkbox"/> Other (please specify)                     |

## 2. For legal entities, the state (or foreign country) of incorporation or organization, if applicable:

Illinois

## 3. For legal entities not organized in the State of Illinois: Has the organization registered to do business in the State of Illinois as a foreign entity?

☐ Yes ☐ No ☒ N/A

## B. IF THE DISCLOSING PARTY IS A LEGAL ENTITY:

## 1. List below the full names and titles of all executive officers and all directors of the entity.

NOTE: For not-for-profit corporations, also list below all members, if any, which are legal entities. If there are no such members, write "no members." For trusts, estates or other similar entities, list below the legal titleholder(s).

If the entity is a general partnership, limited partnership, limited liability company, limited liability partnership or joint venture, list below the name and title of each general partner, managing member, manager or any other person or entity that controls the day-to-day management of the Disclosing Party.

NOTE: Each legal entity listed below must submit an EDS on its own behalf.

Name

Title

See attached list.

No members

## 2. Please provide the following information concerning each person or entity having a direct or indirect beneficial interest (including ownership) in excess of 7.5% of the Disclosing Party. Examples of such an interest include shares in a corporation, partnership interest in a partnership or joint venture,



Quad Communities  
Development Corporation

***Board of Directors:***

Shirley J. Newsome, Board Chairman  
Craig Jeffrey, Assistant Chairman  
Thurman (Tony) Smith, Treasurer  
Gavin Tun, Assistant Treasurer  
Joanna Trotter, Secretary  
Marla Blair-Hollenkirk, Assistant Secretary

***Members:***

Belinda H. Burks-Starks  
Kimberly du Buclet  
Fred Bonner  
Kenneth Grant  
Anthony Rogers  
Rhona R. McFarland  
Courtney Pogue  
Mary Steward  
Wendy Walker-Williams

***Board Advisors:***

Ina Wilson  
Sandra Young  
Toni Preckwinkle  
Rebecca Holbrook

interest of a member or manager in a limited liability company, or interest of a beneficiary of a trust, estate or other similar entity. If none, state "None." **NOTE:** Pursuant to Section 2-154-030 of the Municipal Code of Chicago ("Municipal Code"), the City may require any such additional information from any applicant which is reasonably intended to achieve full disclosure.

| Name | Business Address | Percentage Interest in the<br>Disclosing Party |
|------|------------------|------------------------------------------------|
| None |                  |                                                |
|      |                  |                                                |
|      |                  |                                                |
|      |                  |                                                |

### SECTION III -- BUSINESS RELATIONSHIPS WITH CITY ELECTED OFFICIALS

Has the Disclosing Party had a "business relationship," as defined in Chapter 2-156 of the Municipal Code, with any City elected official in the 12 months before the date this EDS is signed?

☐ Yes

☒ No

If yes, please identify below the name(s) of such City elected official(s) and describe such relationship(s):

### SECTION IV -- DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES

The Disclosing Party must disclose the name and business address of each subcontractor, attorney, lobbyist, accountant, consultant and any other person or entity whom the Disclosing Party has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Disclosing Party is not required to disclose employees who are paid solely through the Disclosing Party's regular payroll.

"Lobbyist" means any person or entity who undertakes to influence any legislative or administrative action on behalf of any person or entity other than: (1) a not-for-profit entity, on an unpaid basis, or (2) himself. "Lobbyist" also means any person or entity any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action.

If the Disclosing Party is uncertain whether a disclosure is required under this Section, the Disclosing Party must either ask the City whether disclosure is required or make the disclosure.



| Name (indicate whether retained or anticipated to be retained) | Business Address | Relationship to Disclosing Party (subcontractor, attorney, lobbyist, etc.) | Fees (indicate whether paid or estimated.) NOTE: "hourly rate" or "t.b.d." is not an acceptable response. |
|----------------------------------------------------------------|------------------|----------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------|
|----------------------------------------------------------------|------------------|----------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------|

SEE ATTACHED

(Add sheets if necessary)

☐ Check here if the Disclosing Party has not retained, nor expects to retain, any such persons or entities.

## SECTION V -- CERTIFICATIONS

### A. COURT-ORDERED CHILD SUPPORT COMPLIANCE

Under Municipal Code Section 2-92-415, substantial owners of business entities that contract with the City must remain in compliance with their child support obligations throughout the contract's term.

Has any person who directly or indirectly owns 10% or more of the Disclosing Party been declared in arrearage on any child support obligations by any Illinois court of competent jurisdiction?

☐ Yes

☐ No

☒ No person directly or indirectly owns 10% or more of the Disclosing Party.

If "Yes," has the person entered into a court-approved agreement for payment of all support owed and is the person in compliance with that agreement?

☐ Yes

☐ No

### B. FURTHER CERTIFICATIONS

1. Pursuant to Municipal Code Chapter 1-23, Article I ("Article I")(which the Applicant should consult for defined terms (e.g., "doing business") and legal requirements), if the Disclosing Party submitting this EDS is the Applicant and is doing business with the City, then the Disclosing Party certifies as follows: (i) neither the Applicant nor any controlling person is currently indicted or charged with, or has admitted guilt of, or has ever been convicted of, or placed under supervision for, any criminal offense involving actual, attempted, or conspiracy to commit bribery, theft, fraud, forgery, perjury, dishonesty or deceit against an officer or employee of the City or any sister agency; and (ii) the Applicant understands and acknowledges that compliance with Article I is a continuing requirement for doing business with the City. NOTE: If Article I applies to the Applicant, the permanent compliance timeframe in Article I supersedes some five-year compliance timeframes in certifications 2 and 3 below.

Quad Communities Development  
Corporation

Retained parties for 2017

| Retained Parties                | Service Provided    | Business Address                                            | Expense<br>(estimated) | Retained? |
|---------------------------------|---------------------|-------------------------------------------------------------|------------------------|-----------|
| CleanSlate                      | Sidewalk Sweeping   | 237 S Desplaines Chicago,<br>IL 60661                       | \$ 36,000.00           | Yes       |
| Alexander Mannie & Company P.C. | Audit               | 4749 N. Lincoln Mall Dr,<br>Suite 415<br>Matteson, IL 60443 | \$ 2,000.00            | Yes       |
| TBD                             | Planter Landscaping |                                                             | \$ 10,000.00           | No        |

2. The Disclosing Party and, if the Disclosing Party is a legal entity, all of those persons or entities identified in Section II.B. 1. of this EDS:

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;
- b. have not, within a five-year period preceding the date of this EDS, been convicted of a criminal offense, adjudged guilty, or had a civil judgment rendered against them in connection with: obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; a violation of federal or state antitrust statutes; fraud; embezzlement; theft; forgery; bribery; falsification or destruction of records; making false statements; or receiving stolen property;
- c. are not presently indicted for, or criminally or civilly charged by, a governmental entity (federal, state or local) with committing any of the offenses set forth in clause B.2.b. of this Section V;
- d. have not, within a five-year period preceding the date of this EDS, had one or more public transactions (federal, state or local) terminated for cause or default; and
- e. have not, within a five-year period preceding the date of this EDS, been convicted, adjudged guilty, or found liable in a civil proceeding, or in any criminal or civil action, including actions concerning environmental violations, instituted by the City or by the federal government, any state, or any other unit of local government.

3. The certifications in subparts 3, 4 and 5 concern:

- the Disclosing Party;
- any "Contractor" (meaning any contractor or subcontractor used by the Disclosing Party in connection with the Matter, including but not limited to all persons or legal entities disclosed under Section IV, "Disclosure of Subcontractors and Other Retained Parties");
- any "Affiliated Entity" (meaning a person or entity that, directly or indirectly: controls the Disclosing Party, is controlled by the Disclosing Party, or is, with the Disclosing Party, under common control of another person or entity. Indicia of control include, without limitation: interlocking management or ownership; identity of interests among family members, shared facilities and equipment; common use of employees; or organization of a business entity following the ineligibility of a business entity to do business with federal or state or local government, including the City, using substantially the same management, ownership, or principals as the ineligible entity); with respect to Contractors, the term Affiliated Entity means a person or entity that directly or indirectly controls the Contractor, is controlled by it, or, with the Contractor, is under common control of another person or entity;
- any responsible official of the Disclosing Party, any Contractor or any Affiliated Entity or any other official, agent or employee of the Disclosing Party, any Contractor or any Affiliated Entity, acting pursuant to the direction or authorization of a responsible official of the Disclosing Party, any Contractor or any Affiliated Entity (collectively "Agents").

Neither the Disclosing Party, nor any Contractor, nor any Affiliated Entity of either the Disclosing Party or any Contractor nor any Agents have, during the five years before the date this EDS is signed, or, with respect to a Contractor, an Affiliated Entity, or an Affiliated Entity of a Contractor during the five years before the date of such Contractor's or Affiliated Entity's contract or engagement in connection with the Matter:

- a. bribed or attempted to bribe, or been convicted or adjudged guilty of bribery or attempting to bribe, a public officer or employee of the City, the State of Illinois, or any agency of the federal government or of any state or local government in the United States of America, in that officer's or employee's official capacity;
- b. agreed or colluded with other bidders or prospective bidders, or been a party to any such agreement, or been convicted or adjudged guilty of agreement or collusion among bidders or prospective bidders, in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or
- c. made an admission of such conduct described in a. or b. above that is a matter of record, but have not been prosecuted for such conduct; or
- d. violated the provisions of Municipal Code Section 2-92-610 (Living Wage Ordinance).

4. Neither the Disclosing Party, Affiliated Entity or Contractor, or any of their employees, officials, agents or partners, is barred from contracting with any unit of state or local government as a result of engaging in or being convicted of (1) bid-rigging in violation of 720 ILCS 5/33E-3; (2) bid-rotating in violation of 720 ILCS 5/33E-4; or (3) any similar offense of any state or of the United States of America that contains the same elements as the offense of bid-rigging or bid-rotating.

5. Neither the Disclosing Party nor any Affiliated Entity is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the Bureau of Industry and Security of the U.S. Department of Commerce or their successors: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List.

6. The Disclosing Party understands and shall comply with the applicable requirements of Chapters 2-55 (Legislative Inspector General), 2-56 (Inspector General) and 2-156 (Governmental Ethics) of the Municipal Code.

7. If the Disclosing Party is unable to certify to any of the above statements in this Part B (Further Certifications), the Disclosing Party must explain below:

None

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If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Disclosing Party certified to the above statements.

8. To the best of the Disclosing Party's knowledge after reasonable inquiry, the following is a complete list of all current employees of the Disclosing Party who were, at any time during the 12-month period preceding the execution date of this EDS, an employee, or elected or appointed official, of the City of Chicago (if none, indicate with "N/A" or "none").

None

9. To the best of the Disclosing Party's knowledge after reasonable inquiry, the following is a complete list of all gifts that the Disclosing Party has given or caused to be given, at any time during the 12-month period preceding the execution date of this EDS, to an employee, or elected or appointed official, of the City of Chicago. For purposes of this statement, a "gift" does not include: (i) anything made generally available to City employees or to the general public, or (ii) food or drink provided in the course of official City business and having a retail value of less than \$20 per recipient (if none, indicate with "N/A" or "none"). As to any gift listed below, please also list the name of the City recipient.

None

#### C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

1. The Disclosing Party certifies that the Disclosing Party (check one)

☐ is ☒ is not

a "financial institution" as defined in Section 2-32-455(b) of the Municipal Code.

2. If the Disclosing Party IS a financial institution, then the Disclosing Party pledges:

"We are not and will not become a predatory lender as defined in Chapter 2-32 of the Municipal Code. We further pledge that none of our affiliates is, and none of them will become, a predatory lender as defined in Chapter 2-32 of the Municipal Code. We understand that becoming a predatory lender or becoming an affiliate of a predatory lender may result in the loss of the privilege of doing business with the City."

If the Disclosing Party is unable to make this pledge because it or any of its affiliates (as defined in Section 2-32-455(b) of the Municipal Code) is a predatory lender within the meaning of Chapter 2-32 of the Municipal Code, explain here (attach additional pages if necessary):

If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Disclosing Party certified to the above statements.

#### D. CERTIFICATION REGARDING INTEREST IN CITY BUSINESS

Any words or terms that are defined in Chapter 2-156 of the Municipal Code have the same meanings when used in this Part D.

1. In accordance with Section 2-156-110 of the Municipal Code: Does any official or employee of the City have a financial interest in his or her own name or in the name of any other person or entity in the Matter?

☐ Yes

☒ No

NOTE: If you checked "Yes" to Item D.1., proceed to Items D.2. and D.3. If you checked "No" to Item D.1., proceed to Part E.

2. Unless sold pursuant to a process of competitive bidding, or otherwise permitted, no City elected official or employee shall have a financial interest in his or her own name or in the name of any other person or entity in the purchase of any property that (i) belongs to the City, or (ii) is sold for taxes or assessments, or (iii) is sold by virtue of legal process at the suit of the City (collectively, "City Property Sale"). Compensation for property taken pursuant to the City's eminent domain power does not constitute a financial interest within the meaning of this Part D.

Does the Matter involve a City Property Sale?

☐ Yes

☐ No

3. If you checked "Yes" to Item D.1., provide the names and business addresses of the City officials or employees having such interest and identify the nature of such interest:

| Name | Business Address | Nature of Interest |
|------|------------------|--------------------|
|      |                  |                    |
|      |                  |                    |
|      |                  |                    |

4. The Disclosing Party further certifies that no prohibited financial interest in the Matter will be acquired by any City official or employee.

#### E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

Please check either 1. or 2. below. If the Disclosing Party checks 2., the Disclosing Party must disclose below or in an attachment to this EDS all information required by paragraph 2. Failure to

comply with these disclosure requirements may make any contract entered into with the City in connection with the Matter voidable by the City.

X 1. The Disclosing Party verifies that the Disclosing Party has searched any and all records of the Disclosing Party and any and all predecessor entities regarding records of investments or profits from slavery or slaveholder insurance policies during the slavery era (including insurance policies issued to slaveholders that provided coverage for damage to or injury or death of their slaves), and the Disclosing Party has found no such records.

2. The Disclosing Party verifies that, as a result of conducting the search in step 1 above, the Disclosing Party has found records of investments or profits from slavery or slaveholder insurance policies. The Disclosing Party verifies that the following constitutes full disclosure of all such records, including the names of any and all slaves or slaveholders described in those records:

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---

---

#### SECTION VI -- CERTIFICATIONS FOR FEDERALLY FUNDED MATTERS

**NOTE: If the Matter is federally funded, complete this Section VI. If the Matter is not federally funded, proceed to Section VII. For purposes of this Section VI, tax credits allocated by the City and proceeds of debt obligations of the City are not federal funding.**

##### A. CERTIFICATION REGARDING LOBBYING

1. List below the names of all persons or entities registered under the federal Lobbying Disclosure Act of 1995 who have made lobbying contacts on behalf of the Disclosing Party with respect to the Matter: (Add sheets if necessary):

---

---

(If no explanation appears or begins on the lines above, or if the letters "NA" or if the word "None" appear, it will be conclusively presumed that the Disclosing Party means that NO persons or entities registered under the Lobbying Disclosure Act of 1995 have made lobbying contacts on behalf of the Disclosing Party with respect to the Matter.)

2. The Disclosing Party has not spent and will not expend any federally appropriated funds to pay any person or entity listed in Paragraph A.1. above for his or her lobbying activities or to pay any person or entity to influence or attempt to influence an officer or employee of any agency, as defined by applicable federal law, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with the award of any federally funded contract, making any federally funded grant or loan, entering into any cooperative agreement, or to extend, continue, renew, amend, or modify any federally funded contract, grant, loan, or cooperative agreement.

3. The Disclosing Party will submit an updated certification at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the statements and information set forth in paragraphs A.1. and A.2. above.

4. The Disclosing Party certifies that either: (i) it is not an organization described in section 501(c)(4) of the Internal Revenue Code of 1986; or (ii) it is an organization described in section 501(c)(4) of the Internal Revenue Code of 1986 but has not engaged and will not engage in "Lobbying Activities".

5. If the Disclosing Party is the Applicant, the Disclosing Party must obtain certifications equal in form and substance to paragraphs A.1. through A.4. above from all subcontractors before it awards any subcontract and the Disclosing Party must maintain all such subcontractors' certifications for the duration of the Matter and must make such certifications promptly available to the City upon request.

#### B. CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY

If the Matter is federally funded, federal regulations require the Applicant and all proposed subcontractors to submit the following information with their bids or in writing at the outset of negotiations.

Is the Disclosing Party the Applicant?

☐ Yes

☐ No

If "Yes," answer the three questions below:

1. Have you developed and do you have on file affirmative action programs pursuant to applicable federal regulations? (See 41 CFR Part 60-2.)

☐ Yes

☐ No

2. Have you filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance Programs, or the Equal Employment Opportunity Commission all reports due under the applicable filing requirements?

☐ Yes

☐ No

3. Have you participated in any previous contracts or subcontracts subject to the equal opportunity clause?

☐ Yes

☐ No

If you checked "No" to question 1. or 2. above, please provide an explanation:

---

---



**SECTION VII -- ACKNOWLEDGMENTS, CONTRACT INCORPORATION,  
COMPLIANCE, PENALTIES, DISCLOSURE**

The Disclosing Party understands and agrees that:

A. The certifications, disclosures, and acknowledgments contained in this EDS will become part of any contract or other agreement between the Applicant and the City in connection with the Matter, whether procurement, City assistance, or other City action, and are material inducements to the City's execution of any contract or taking other action with respect to the Matter. The Disclosing Party understands that it must comply with all statutes, ordinances, and regulations on which this EDS is based.

B. The City's Governmental Ethics and Campaign Financing Ordinances, Chapters 2-156 and 2-164 of the Municipal Code, impose certain duties and obligations on persons or entities seeking City contracts, work, business, or transactions. The full text of these ordinances and a training program is available on line at [www.cityofchicago.org/Ethics](http://www.cityofchicago.org/Ethics), and may also be obtained from the City's Board of Ethics, 740 N.

Sedgwick St., Suite 500, Chicago, IL 60610, (312) 744-9660. The Disclosing Party must comply fully with the applicable ordinances.

C. If the City determines that any information provided in this EDS is false, incomplete or inaccurate, any contract or other agreement in connection with which it is submitted may be rescinded or be void or voidable, and the City may pursue any remedies under the contract or agreement (if not rescinded or void), at law, or in equity, including terminating the Disclosing Party's participation in the Matter and/or declining to allow the Disclosing Party to participate in other transactions with the City. Remedies at law for a false statement of material fact may include incarceration and an award to the City of treble damages.

D. It is the City's policy to make this document available to the public on its Internet site and/or upon request. Some or all of the information provided on this EDS and any attachments to this EDS may be made available to the public on the Internet, in response to a Freedom of Information Act request, or otherwise. By completing and signing this EDS, the Disclosing Party waives and releases any possible rights or claims which it may have against the City in connection with the public release of information contained in this EDS and also authorizes the City to verify the accuracy of any information submitted in this EDS.

E. The information provided in this EDS must be kept current. In the event of changes, the Disclosing Party must supplement this EDS up to the time the City takes action on the Matter. If the Matter is a contract being handled by the City's Department of Procurement Services, the Disclosing Party must update this EDS as the contract requires. **NOTE:** With respect to Matters subject to Article I of Chapter 1-23 of the Municipal Code (imposing **PERMANENT INELIGIBILITY** for certain specified offenses), the information provided herein regarding eligibility must be kept current for a longer period, as required by Chapter 1-23 and Section 2-154-020 of the Municipal Code.

The Disclosing Party represents and warrants that:

F.1. The Disclosing Party is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, nor are the Disclosing Party or its Affiliated Entities delinquent in paying any fine, fee, tax or other charge owed to the City. This includes, but is not limited to, all water charges, sewer charges, license fees, parking tickets, property taxes or sales taxes.

F.2 If the Disclosing Party is the Applicant, the Disclosing Party and its Affiliated Entities will not use, nor permit their subcontractors to use, any facility listed by the U.S. E.P.A. on the federal Excluded Parties List System ("EPLS") maintained by the U. S. General Services Administration.

F.3 If the Disclosing Party is the Applicant, the Disclosing Party will obtain from any contractors/subcontractors hired or to be hired in connection with the Matter certifications equal in form and substance to those in F.1. and F.2. above and will not, without the prior written consent of the City, use any such contractor/subcontractor that does not provide such certifications or that the Disclosing Party has reason to believe has not provided or cannot provide truthful certifications.

NOTE: If the Disclosing Party cannot certify as to any of the items in F.1., F.2. or F.3. above, an explanatory statement must be attached to this EDS.

#### CERTIFICATION

Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this EDS and Appendix A (if applicable) on behalf of the Disclosing Party, and (2) warrants that all certifications and statements contained in this EDS and Appendix A (if applicable) are true, accurate and complete as of the date furnished to the City.

Quad Communities Development Corporation, NFP  
(Print or type name of Disclosing Party)

By: *Shirley J. Newsome*  
(Sign here)

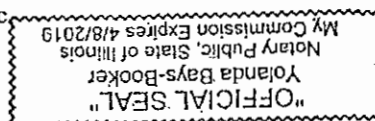
Shirley J. Newsome  
(Print or type name of person signing)

Board Chair  
(Print or type title of person signing)

Signed and sworn to before me on (date) 8.5.16  
At Cook County, Illinois (state).

*Yolanda Bays-Booker* Notary Public

Commission expires: 4.8.19



Appendices "A" and "B" referred to in this Amended Economic Disclosure Statement and Affidavit read as follows:

*Appendix "A".*  
(To Amended Economic Disclosure Statement And Affidavit)

*Familial Relationships With Elected City Officials  
And Department Heads.*

**FAMILIAL RELATIONSHIPS WITH ELECTED CITY OFFICIALS AND DEPARTMENT HEADS**

This Appendix is to be completed only by (a) the Applicant, and (b) any legal entity which has a direct ownership interest in the Applicant exceeding 7.5 percent. It is not to be completed by any legal entity which has only an indirect ownership interest in the Applicant.

Under Municipal Code Section 2-154-015, the Disclosing Party must disclose whether such Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof currently has a "familial relationship" with any elected city official or department head. A "familial relationship" exists if, as of the date this EDS is signed, the Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof is related to the mayor, any alderman, the city clerk, the city treasurer or any city department head as spouse or domestic partner or as any of the following, whether by blood or adoption: parent, child, brother or sister, aunt or uncle, niece or nephew, grandparent, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, stepfather or stepmother, stepson or stepdaughter, stepbrother or stepsister or half-brother or half-sister.

"Applicable Party" means (1) all executive officers of the Disclosing Party listed in Section II.B.1.a., if the Disclosing Party is a corporation; all partners of the Disclosing Party, if the Disclosing Party is a general partnership; all general partners and limited partners of the Disclosing Party, if the Disclosing Party is a limited partnership; all managers, managing members and members of the Disclosing Party, if the Disclosing Party is a limited liability company; (2) all principal officers of the Disclosing Party; and (3) any person having more than a 7.5 percent ownership interest in the Disclosing Party. "Principal officers" means the president, chief operating officer, executive director, chief financial officer, treasurer or secretary of a legal entity or any person exercising similar authority.

Does the Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof currently have a "familial relationship" with an elected city official or department head?

☐ Yes

☒ No

If yes, please identify below (1) the name and title of such person, (2) the name of the legal entity to which such person is connected; (3) the name and title of the elected city official or department head to whom such person has a familial relationship, and (4) the precise nature of such familial relationship.

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*Appendix "B".*

(To Amended Economic Disclosure Statement And Affidavit)

*Building Code Scofflaw/Problem Landlord Certification.***BUILDING CODE SCOFFLAW/PROBLEM LANDLORD CERTIFICATION**

This Appendix is to be completed only by (a) the Applicant, and (b) any legal entity which has a direct ownership interest in the Applicant exceeding 7.5 percent (an "Owner"). It is not to be completed by any legal entity which has only an indirect ownership interest in the Applicant.

1. Pursuant to Municipal Code Section 2-154-010, is the Applicant or any Owner identified as a building code scofflaw or problem landlord pursuant to Section 2-92-416 of the Municipal Code?

☐ Yes

☒ No

2. If the Applicant is a legal entity publicly traded on any exchange, is any officer or director of the Applicant identified as a building code scofflaw or problem landlord pursuant to Section 2-92-416 of the Municipal Code?

☐ Yes

☐ No

☒ Not Applicable

3. If yes to (1) or (2) above, please identify below the name of the person or legal entity identified as a building code scofflaw or problem landlord and the address of the building or buildings to which the pertinent code violations apply.

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**FILLING OUT THIS APPENDIX B CONSTITUTES ACKNOWLEDGMENT AND AGREEMENT THAT THIS APPENDIX B IS INCORPORATED BY REFERENCE INTO, AND MADE A PART OF, THE ASSOCIATED EDS, AND THAT THE REPRESENTATIONS MADE IN THIS APPENDIX B ARE SUBJECT TO THE CERTIFICATION MADE UNDER PENALTY OF PERJURY ON PAGE 12 OF THE ASSOCIATED EDS.**

*City Of Chicago*  
*Economic Disclosure Statement And Affidavit Year 2016.*

**SECTION I -- GENERAL INFORMATION**

A. Legal name of the Disclosing Party submitting this EDS. Include d/b/a/ if applicable:

Quad Communities Development Corporation, NFP

Check ONE of the following three boxes:

Indicate whether the Disclosing Party submitting this EDS is:

1. ☒ the Applicant

OR

2. ☐ a legal entity holding a direct or indirect interest in the Applicant. State the legal name of the Applicant in which the Disclosing Party holds an interest: \_\_\_\_\_

OR

3. ☐ a legal entity with a right of control (see Section II.B.1.) State the legal name of the entity in which the Disclosing Party holds a right of control: \_\_\_\_\_

B. Business address of the Disclosing Party: 4210 S Berkeley Ave, Chicago, IL 60653

C. Telephone: (773)268-7232 Fax: (773)268-2505 Email: sjn\_usca7@yahoo.com

D. Name of contact person: Shirley J. Newsome

E. Federal Employer Identification No. (if you have one): \_\_\_\_\_

F. Brief description of contract, transaction or other undertaking (referred to below as the "Matter") to which this EDS pertains. (Include project number and location of property, if applicable):

To allow the Quad Communities Development Corporation, NFP to enter into a contract with the City of Chicago to provide  
Special Services within SSA #56

G. Which City agency or department is requesting this EDS? Department of Planning and Development

If the Matter is a contract being handled by the City's Department of Procurement Services, please complete the following:

Specification # \_\_\_\_\_ and Contract # \_\_\_\_\_

## SECTION II -- DISCLOSURE OF OWNERSHIP INTERESTS

## A. NATURE OF THE DISCLOSING PARTY

## 1. Indicate the nature of the Disclosing Party:

- |                                                                   |                                                                     |
|-------------------------------------------------------------------|---------------------------------------------------------------------|
| <input type="checkbox"/> Person                                   | <input type="checkbox"/> Limited liability company                  |
| <input type="checkbox"/> Publicly registered business corporation | <input type="checkbox"/> Limited liability partnership              |
| <input type="checkbox"/> Privately held business corporation      | <input type="checkbox"/> Joint venture                              |
| <input type="checkbox"/> Sole proprietorship                      | <input checked="" type="checkbox"/> Not-for-profit corporation      |
| <input type="checkbox"/> General partnership                      | (Is the not-for-profit corporation also a 501(c)(3))?               |
| <input type="checkbox"/> Limited partnership                      | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| <input type="checkbox"/> Trust                                    | <input type="checkbox"/> Other (please specify)                     |

## 2. For legal entities, the state (or foreign country) of incorporation or organization, if applicable:

Illinois

## 3. For legal entities not organized in the State of Illinois: Has the organization registered to do business in the State of Illinois as a foreign entity?

- ☐
- Yes
- ☐
- No
- ☒
- N/A

## B. IF THE DISCLOSING PARTY IS A LEGAL ENTITY:

## 1. List below the full names and titles of all executive officers and all directors of the entity.

NOTE: For not-for-profit corporations, also list below all members, if any, which are legal entities. If there are no such members, write "no members." For trusts, estates or other similar entities, list below the legal titleholder(s).

If the entity is a general partnership, limited partnership, limited liability company, limited liability partnership or joint venture, list below the name and title of each general partner, managing member, manager or any other person or entity that controls the day-to-day management of the Disclosing Party.

NOTE: Each legal entity listed below must submit an EDS on its own behalf.

| Name                      | Title |
|---------------------------|-------|
| <u>See attached list.</u> |       |
| <u>No members</u>         |       |
| <u></u>                   |       |
| <u></u>                   |       |

## 2. Please provide the following information concerning each person or entity having a direct or indirect beneficial interest (including ownership) in excess of 7.5% of the Disclosing Party. Examples of such an interest include shares in a corporation, partnership interest in a partnership or joint venture,



Quad Communities  
Development Corporation

***Board of Directors:***

Shirley J. Newsome, Board Chairman  
Craig Jeffrey, Assistant Chairman  
Thurman (Tony) Smith, Treasurer  
Gavin Tun, Assistant Treasurer  
Joanna Trotter, Secretary  
Marla Blair-Hollenkirk, Assistant Secretary

***Members:***

Belinda H. Burks-Starks  
Kimberly du Buclet  
Fred Bonner  
Kenneth Grant  
Anthony Rogers  
Rhona R. McFarland  
Courtney Pogue  
Mary Steward  
Wendy Walker-Williams

***Board Advisors:***

Ina Wilson  
Sandra Young  
Toni Preckwinkle  
Rebecca Holbrook

interest of a member or manager in a limited liability company, or interest of a beneficiary of a trust, estate or other similar entity. If none, state "None." **NOTE:** Pursuant to Section 2-154-030 of the Municipal Code of Chicago ("Municipal Code"), the City may require any such additional information from any applicant which is reasonably intended to achieve full disclosure.

| Name | Business Address | Percentage Interest in the Disclosing Party |
|------|------------------|---------------------------------------------|
| None |                  |                                             |
|      |                  |                                             |
|      |                  |                                             |
|      |                  |                                             |

### SECTION III -- BUSINESS RELATIONSHIPS WITH CITY ELECTED OFFICIALS

Has the Disclosing Party had a "business relationship," as defined in Chapter 2-156 of the Municipal Code, with any City elected official in the 12 months before the date this EDS is signed?

☐ Yes

☒ No

If yes, please identify below the name(s) of such City elected official(s) and describe such relationship(s):

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### SECTION IV -- DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES

The Disclosing Party must disclose the name and business address of each subcontractor, attorney, lobbyist, accountant, consultant and any other person or entity whom the Disclosing Party has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Disclosing Party is not required to disclose employees who are paid solely through the Disclosing Party's regular payroll.

"Lobbyist" means any person or entity who undertakes to influence any legislative or administrative action on behalf of any person or entity other than: (1) a not-for-profit entity, on an unpaid basis, or (2) himself. "Lobbyist" also means any person or entity any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action.

If the Disclosing Party is uncertain whether a disclosure is required under this Section, the Disclosing Party must either ask the City whether disclosure is required or make the disclosure.



| Name (indicate whether retained or anticipated to be retained) | Business Address | Relationship to Disclosing Party (subcontractor, attorney, lobbyist, etc.) | Fees (indicate whether paid or estimated.) NOTE: "hourly rate" or "t.b.d." is not an acceptable response. |
|----------------------------------------------------------------|------------------|----------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------|
|----------------------------------------------------------------|------------------|----------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------|

SEE ATTACHED

(Add sheets if necessary)

[ ] Check here if the Disclosing Party has not retained, nor expects to retain, any such persons or entities.

## SECTION V -- CERTIFICATIONS

### A. COURT-ORDERED CHILD SUPPORT COMPLIANCE

Under Municipal Code Section 2-92-415, substantial owners of business entities that contract with the City must remain in compliance with their child support obligations throughout the contract's term.

Has any person who directly or indirectly owns 10% or more of the Disclosing Party been declared in arrearage on any child support obligations by any Illinois court of competent jurisdiction?

[ ] Yes

[ ] No

☒ No person directly or indirectly owns 10% or more of the Disclosing Party.

If "Yes," has the person entered into a court-approved agreement for payment of all support owed and is the person in compliance with that agreement?

[ ] Yes

[ ] No

### B. FURTHER CERTIFICATIONS

1. Pursuant to Municipal Code Chapter 1-23, Article I ("Article I")(which the Applicant should consult for defined terms (e.g., "doing business") and legal requirements), if the Disclosing Party submitting this EDS is the Applicant and is doing business with the City, then the Disclosing Party certifies as follows: (i) neither the Applicant nor any controlling person is currently indicted or charged with, or has admitted guilt of, or has ever been convicted of, or placed under supervision for, any criminal offense involving actual, attempted, or conspiracy to commit bribery, theft, fraud, forgery, perjury, dishonesty or deceit against an officer or employee of the City or any sister agency; and (ii) the Applicant understands and acknowledges that compliance with Article I is a continuing requirement for doing business with the City. NOTE: If Article I applies to the Applicant, the permanent compliance timeframe in Article I supersedes some five-year compliance timeframes in certifications 2 and 3 below.

Quad Communities Development  
Corporation

Retained parties for 2017

| Retained Parties                | Service Provided    | Business Address                                            | Expense<br>(estimated) | Retained? |
|---------------------------------|---------------------|-------------------------------------------------------------|------------------------|-----------|
| CleanSlate                      | Sidewalk Sweeping   | 237 S Desplaines Chicago,<br>IL 60661                       | \$ 36,000.00           | Yes       |
| Alexander Mannie & Company P.C. | Audit               | 4749 N. Lincoln Mall Dr,<br>Suite 415<br>Matteson, IL 60443 | \$ 2,000.00            | Yes       |
| TBD                             | Planter Landscaping |                                                             | \$ 10,000.00           | No        |

2. The Disclosing Party and, if the Disclosing Party is a legal entity, all of those persons or entities identified in Section II.B. 1. of this EDS:

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;
- b. have not, within a five-year period preceding the date of this EDS, been convicted of a criminal offense, adjudged guilty, or had a civil judgment rendered against them in connection with: obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; a violation of federal or state antitrust statutes; fraud; embezzlement; theft; forgery; bribery; falsification or destruction of records; making false statements; or receiving stolen property;
- c. are not presently indicted for, or criminally or civilly charged by, a governmental entity (federal, state or local) with committing any of the offenses set forth in clause B.2.b. of this Section V;
- d. have not, within a five-year period preceding the date of this EDS, had one or more public transactions (federal, state or local) terminated for cause or default; and
- e. have not, within a five-year period preceding the date of this EDS, been convicted, adjudged guilty, or found liable in a civil proceeding, or in any criminal or civil action, including actions concerning environmental violations, instituted by the City or by the federal government, any state, or any other unit of local government.

3. The certifications in subparts 3, 4 and 5 concern:

- the Disclosing Party;
- any "Contractor" (meaning any contractor or subcontractor used by the Disclosing Party in connection with the Matter, including but not limited to all persons or legal entities disclosed under Section IV, "Disclosure of Subcontractors and Other Retained Parties");
- any "Affiliated Entity" (meaning a person or entity that, directly or indirectly: controls the Disclosing Party, is controlled by the Disclosing Party, or is, with the Disclosing Party, under common control of another person or entity. Indicia of control include, without limitation: interlocking management or ownership; identity of interests among family members, shared facilities and equipment; common use of employees; or organization of a business entity following the ineligibility of a business entity to do business with federal or state or local government, including the City, using substantially the same management, ownership, or principals as the ineligible entity); with respect to Contractors, the term Affiliated Entity means a person or entity that directly or indirectly controls the Contractor, is controlled by it, or, with the Contractor, is under common control of another person or entity;
- any responsible official of the Disclosing Party, any Contractor or any Affiliated Entity or any other official, agent or employee of the Disclosing Party, any Contractor or any Affiliated Entity, acting pursuant to the direction or authorization of a responsible official of the Disclosing Party, any Contractor or any Affiliated Entity (collectively "Agents").

Neither the Disclosing Party, nor any Contractor, nor any Affiliated Entity of either the Disclosing Party or any Contractor nor any Agents have, during the five years before the date this EDS is signed, or, with respect to a Contractor, an Affiliated Entity, or an Affiliated Entity of a Contractor during the five years before the date of such Contractor's or Affiliated Entity's contract or engagement in connection with the Matter:

- a. bribed or attempted to bribe, or been convicted or adjudged guilty of bribery or attempting to bribe, a public officer or employee of the City, the State of Illinois, or any agency of the federal government or of any state or local government in the United States of America, in that officer's or employee's official capacity;
- b. agreed or colluded with other bidders or prospective bidders, or been a party to any such agreement, or been convicted or adjudged guilty of agreement or collusion among bidders or prospective bidders, in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or
- c. made an admission of such conduct described in a. or b. above that is a matter of record, but have not been prosecuted for such conduct; or
- d. violated the provisions of Municipal Code Section 2-92-610 (Living Wage Ordinance).

4. Neither the Disclosing Party, Affiliated Entity or Contractor, or any of their employees, officials, agents or partners, is barred from contracting with any unit of state or local government as a result of engaging in or being convicted of (1) bid-rigging in violation of 720 ILCS 5/33E-3; (2) bid-rotating in violation of 720 ILCS 5/33E-4; or (3) any similar offense of any state or of the United States of America that contains the same elements as the offense of bid-rigging or bid-rotating.

5. Neither the Disclosing Party nor any Affiliated Entity is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the Bureau of Industry and Security of the U.S. Department of Commerce or their successors: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List.

6. The Disclosing Party understands and shall comply with the applicable requirements of Chapters 2-55 (Legislative Inspector General), 2-56 (Inspector General) and 2-156 (Governmental Ethics) of the Municipal Code.

7. If the Disclosing Party is unable to certify to any of the above statements in this Part B (Further Certifications), the Disclosing Party must explain below:

None

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If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Disclosing Party certified to the above statements.

8. To the best of the Disclosing Party's knowledge after reasonable inquiry, the following is a complete list of all current employees of the Disclosing Party who were, at any time during the 12-month period preceding the execution date of this EDS, an employee, or elected or appointed official, of the City of Chicago (if none, indicate with "N/A" or "none").

None

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9. To the best of the Disclosing Party's knowledge after reasonable inquiry, the following is a complete list of all gifts that the Disclosing Party has given or caused to be given, at any time during the 12-month period preceding the execution date of this EDS, to an employee, or elected or appointed official, of the City of Chicago. For purposes of this statement, a "gift" does not include: (i) anything made generally available to City employees or to the general public, or (ii) food or drink provided in the course of official City business and having a retail value of less than \$20 per recipient (if none, indicate with "N/A" or "none"). As to any gift listed below, please also list the name of the City recipient.

None

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#### C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

1. The Disclosing Party certifies that the Disclosing Party (check one)

☐ is ☒ is not

a "financial institution" as defined in Section 2-32-455(b) of the Municipal Code.

2. If the Disclosing Party IS a financial institution, then the Disclosing Party pledges:

"We are not and will not become a predatory lender as defined in Chapter 2-32 of the Municipal Code. We further pledge that none of our affiliates is, and none of them will become, a predatory lender as defined in Chapter 2-32 of the Municipal Code. We understand that becoming a predatory lender or becoming an affiliate of a predatory lender may result in the loss of the privilege of doing business with the City."

If the Disclosing Party is unable to make this pledge because it or any of its affiliates (as defined in Section 2-32-455(b) of the Municipal Code) is a predatory lender within the meaning of Chapter 2-32 of the Municipal Code, explain here (attach additional pages if necessary):

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If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Disclosing Party certified to the above statements.

#### D. CERTIFICATION REGARDING INTEREST IN CITY BUSINESS

Any words or terms that are defined in Chapter 2-156 of the Municipal Code have the same meanings when used in this Part D.

1. In accordance with Section 2-156-110 of the Municipal Code: Does any official or employee of the City have a financial interest in his or her own name or in the name of any other person or entity in the Matter?

☐ Yes

☒ No

NOTE: If you checked "Yes" to Item D.1., proceed to Items D.2. and D.3. If you checked "No" to Item D.1., proceed to Part E.

2. Unless sold pursuant to a process of competitive bidding, or otherwise permitted, no City elected official or employee shall have a financial interest in his or her own name or in the name of any other person or entity in the purchase of any property that (i) belongs to the City, or (ii) is sold for taxes or assessments, or (iii) is sold by virtue of legal process at the suit of the City (collectively, "City Property Sale"). Compensation for property taken pursuant to the City's eminent domain power does not constitute a financial interest within the meaning of this Part D.

Does the Matter involve a City Property Sale?

☐ Yes

☐ No

3. If you checked "Yes" to Item D.1., provide the names and business addresses of the City officials or employees having such interest and identify the nature of such interest:

| Name | Business Address | Nature of Interest |
|------|------------------|--------------------|
|      |                  |                    |
|      |                  |                    |
|      |                  |                    |

4. The Disclosing Party further certifies that no prohibited financial interest in the Matter will be acquired by any City official or employee.

#### E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

Please check either 1. or 2. below. If the Disclosing Party checks 2., the Disclosing Party must disclose below or in an attachment to this EDS all information required by paragraph 2. Failure to

comply with these disclosure requirements may make any contract entered into with the City in connection with the Matter voidable by the City.

X 1. The Disclosing Party verifies that the Disclosing Party has searched any and all records of the Disclosing Party and any and all predecessor entities regarding records of investments or profits from slavery or slaveholder insurance policies during the slavery era (including insurance policies issued to slaveholders that provided coverage for damage to or injury or death of their slaves), and the Disclosing Party has found no such records.

\_\_\_ 2. The Disclosing Party verifies that, as a result of conducting the search in step 1 above, the Disclosing Party has found records of investments or profits from slavery or slaveholder insurance policies. The Disclosing Party verifies that the following constitutes full disclosure of all such records, including the names of any and all slaves or slaveholders described in those records:

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#### SECTION VI -- CERTIFICATIONS FOR FEDERALLY FUNDED MATTERS

**NOTE: If the Matter is federally funded, complete this Section VI. If the Matter is not federally funded, proceed to Section VII. For purposes of this Section VI, tax credits allocated by the City and proceeds of debt obligations of the City are not federal funding.**

##### A. CERTIFICATION REGARDING LOBBYING

1. List below the names of all persons or entities registered under the federal Lobbying Disclosure Act of 1995 who have made lobbying contacts on behalf of the Disclosing Party with respect to the Matter: (Add sheets if necessary):

---

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(If no explanation appears or begins on the lines above, or if the letters "NA" or if the word "None" appear, it will be conclusively presumed that the Disclosing Party means that NO persons or entities registered under the Lobbying Disclosure Act of 1995 have made lobbying contacts on behalf of the Disclosing Party with respect to the Matter.)

2. The Disclosing Party has not spent and will not expend any federally appropriated funds to pay any person or entity listed in Paragraph A.1. above for his or her lobbying activities or to pay any person or entity to influence or attempt to influence an officer or employee of any agency, as defined by applicable federal law, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with the award of any federally funded contract, making any federally funded grant or loan, entering into any cooperative agreement, or to extend, continue, renew, amend, or modify any federally funded contract, grant, loan, or cooperative agreement.

3. The Disclosing Party will submit an updated certification at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the statements and information set forth in paragraphs A.1. and A.2. above.

4. The Disclosing Party certifies that either: (i) it is not an organization described in section 501(c)(4) of the Internal Revenue Code of 1986; or (ii) it is an organization described in section 501(c)(4) of the Internal Revenue Code of 1986 but has not engaged and will not engage in "Lobbying Activities".

5. If the Disclosing Party is the Applicant, the Disclosing Party must obtain certifications equal in form and substance to paragraphs A.1. through A.4. above from all subcontractors before it awards any subcontract and the Disclosing Party must maintain all such subcontractors' certifications for the duration of the Matter and must make such certifications promptly available to the City upon request.

#### B. CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY

If the Matter is federally funded, federal regulations require the Applicant and all proposed subcontractors to submit the following information with their bids or in writing at the outset of negotiations.

Is the Disclosing Party the Applicant?

☐ Yes

☐ No

If "Yes," answer the three questions below:

1. Have you developed and do you have on file affirmative action programs pursuant to applicable federal regulations? (See 41 CFR Part 60-2.)

☐ Yes

☐ No

2. Have you filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance Programs, or the Equal Employment Opportunity Commission all reports due under the applicable filing requirements?

☐ Yes

☐ No

3. Have you participated in any previous contracts or subcontracts subject to the equal opportunity clause?

☐ Yes

☐ No

If you checked "No" to question 1. or 2. above, please provide an explanation:

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**SECTION VII -- ACKNOWLEDGMENTS, CONTRACT INCORPORATION,  
COMPLIANCE, PENALTIES, DISCLOSURE**

The Disclosing Party understands and agrees that:

A. The certifications, disclosures, and acknowledgments contained in this EDS will become part of any contract or other agreement between the Applicant and the City in connection with the Matter, whether procurement, City assistance, or other City action, and are material inducements to the City's execution of any contract or taking other action with respect to the Matter. The Disclosing Party understands that it must comply with all statutes, ordinances, and regulations on which this EDS is based.

B. The City's Governmental Ethics and Campaign Financing Ordinances, Chapters 2-156 and 2-164 of the Municipal Code, impose certain duties and obligations on persons or entities seeking City contracts, work, business, or transactions. The full text of these ordinances and a training program is available on line at [www.cityofchicago.org/Ethics](http://www.cityofchicago.org/Ethics), and may also be obtained from the City's Board of Ethics, 740 N.

Sedgwick St., Suite 500, Chicago, IL 60610, (312) 744-9660. The Disclosing Party must comply fully with the applicable ordinances.

C. If the City determines that any information provided in this EDS is false, incomplete or inaccurate, any contract or other agreement in connection with which it is submitted may be rescinded or be void or voidable, and the City may pursue any remedies under the contract or agreement (if not rescinded or void), at law, or in equity, including terminating the Disclosing Party's participation in the Matter and/or declining to allow the Disclosing Party to participate in other transactions with the City. Remedies at law for a false statement of material fact may include incarceration and an award to the City of treble damages.

D. It is the City's policy to make this document available to the public on its Internet site and/or upon request. Some or all of the information provided on this EDS and any attachments to this EDS may be made available to the public on the Internet, in response to a Freedom of Information Act request, or otherwise. By completing and signing this EDS, the Disclosing Party waives and releases any possible rights or claims which it may have against the City in connection with the public release of information contained in this EDS and also authorizes the City to verify the accuracy of any information submitted in this EDS.

E. The information provided in this EDS must be kept current. In the event of changes, the Disclosing Party must supplement this EDS up to the time the City takes action on the Matter. If the Matter is a contract being handled by the City's Department of Procurement Services, the Disclosing Party must update this EDS as the contract requires. **NOTE:** With respect to Matters subject to Article I of Chapter 1-23 of the Municipal Code (imposing **PERMANENT INELIGIBILITY** for certain specified offenses), the information provided herein regarding eligibility must be kept current for a longer period, as required by Chapter 1-23 and Section 2-154-020 of the Municipal Code.

The Disclosing Party represents and warrants that:

F.1. The Disclosing Party is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, nor are the Disclosing Party or its Affiliated Entities delinquent in paying any fine, fee, tax or other charge owed to the City. This includes, but is not limited to, all water charges, sewer charges, license fees, parking tickets, property taxes or sales taxes.

F.2. If the Disclosing Party is the Applicant, the Disclosing Party and its Affiliated Entities will not use, nor permit their subcontractors to use, any facility listed by the U.S. E.P.A. on the federal Excluded Parties List System ("EPLS") maintained by the U. S. General Services Administration.

F.3. If the Disclosing Party is the Applicant, the Disclosing Party will obtain from any contractors/subcontractors hired or to be hired in connection with the Matter certifications equal in form and substance to those in F.1. and F.2. above and will not, without the prior written consent of the City, use any such contractor/subcontractor that does not provide such certifications or that the Disclosing Party has reason to believe has not provided or cannot provide truthful certifications.

NOTE: If the Disclosing Party cannot certify as to any of the items in F.1., F.2. or F.3. above, an explanatory statement must be attached to this EDS.

#### CERTIFICATION

Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this EDS and Appendix A (if applicable) on behalf of the Disclosing Party, and (2) warrants that all certifications and statements contained in this EDS and Appendix A (if applicable) are true, accurate and complete as of the date furnished to the City.

Quad Communities Development Corporation, NFP  
(Print or type name of Disclosing Party)

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

(Sign here)

Shirley J. Newsome

(Print or type name of person signing)

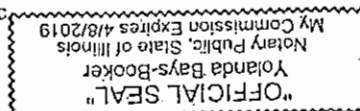
Board Chair

(Print or type title of person signing)

Signed and sworn to before me on (date) 8.5.16,  
at Cook County, Illinois (state).

[Signature] Notary Public

Commission expires: 4.8.19



Appendices "A" and "B" referred to in this Economic Disclosure Statement and Affidavit read as follows:

*Appendix "A".*  
(To Economic Disclosure Statement And Affidavit)

*Familial Relationships With Elected City Officials  
And Department Heads.*

**FAMILIAL RELATIONSHIPS WITH ELECTED CITY OFFICIALS AND DEPARTMENT HEADS**

This Appendix is to be completed only by (a) the Applicant, and (b) any legal entity which has a direct ownership interest in the Applicant exceeding 7.5 percent. It is not to be completed by any legal entity which has only an indirect ownership interest in the Applicant.

Under Municipal Code Section 2-154-015, the Disclosing Party must disclose whether such Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof currently has a "familial relationship" with any elected city official or department head. A "familial relationship" exists if, as of the date this EDS is signed, the Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof is related to the mayor, any alderman, the city clerk, the city treasurer or any city department head as spouse or domestic partner or as any of the following, whether by blood or adoption: parent, child, brother or sister, aunt or uncle, niece or nephew, grandparent, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, stepfather or stepmother, stepson or stepdaughter, stepbrother or stepsister or half-brother or half-sister.

"Applicable Party" means (1) all executive officers of the Disclosing Party listed in Section II.B.1.a., if the Disclosing Party is a corporation; all partners of the Disclosing Party, if the Disclosing Party is a general partnership; all general partners and limited partners of the Disclosing Party, if the Disclosing Party is a limited partnership; all managers, managing members and members of the Disclosing Party, if the Disclosing Party is a limited liability company; (2) all principal officers of the Disclosing Party; and (3) any person having more than a 7.5 percent ownership interest in the Disclosing Party. "Principal officers" means the president, chief operating officer, executive director, chief financial officer, treasurer or secretary of a legal entity or any person exercising similar authority.

Does the Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof currently have a "familial relationship" with an elected city official or department head?

☐ Yes

☒ No

If yes, please identify below (1) the name and title of such person, (2) the name of the legal entity to which such person is connected; (3) the name and title of the elected city official or department head to whom such person has a familial relationship, and (4) the precise nature of such familial relationship.

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*Appendix "B".**(To Economic Disclosure Statement And Affidavit)**Building Code Scofflaw/Problem Landlord Certification.***BUILDING CODE SCOFFLAW/PROBLEM LANDLORD CERTIFICATION**

This Appendix is to be completed only by (a) the Applicant, and (b) any legal entity which has a direct ownership interest in the Applicant exceeding 7.5 percent (an "Owner"). It is not to be completed by any legal entity which has only an indirect ownership interest in the Applicant.

1. Pursuant to Municipal Code Section 2-154-010, is the Applicant or any Owner identified as a building code scofflaw or problem landlord pursuant to Section 2-92-416 of the Municipal Code?

☐ Yes☒ No

2. If the Applicant is a legal entity publicly traded on any exchange, is any officer or director of the Applicant identified as a building code scofflaw or problem landlord pursuant to Section 2-92-416 of the Municipal Code?

☐ Yes☐ No☒ Not Applicable

3. If yes to (1) or (2) above, please identify below the name of the person or legal entity identified as a building code scofflaw or problem landlord and the address of the building or buildings to which the pertinent code violations apply.

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**FILLING OUT THIS APPENDIX B CONSTITUTES ACKNOWLEDGMENT AND AGREEMENT THAT THIS APPENDIX B IS INCORPORATED BY REFERENCE INTO, AND MADE A PART OF, THE ASSOCIATED EDS, AND THAT THE REPRESENTATIONS MADE IN THIS APPENDIX B ARE SUBJECT TO THE CERTIFICATION MADE UNDER PENALTY OF PERJURY ON PAGE 12 OF THE ASSOCIATED EDS.**

IMPOSITION OF TAX LEVY, APPROVAL OF YEAR 2017 BUDGET AND  
EXECUTION OF SERVICE PROVIDER AGREEMENT FOR SPECIAL SERVICE  
AREA NO. 60.

[O2016-7361]

The Committee on Finance submitted the following report:

CHICAGO, November 1, 2016.

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

Your Committee on Finance, having had under consideration an ordinance authorizing the imposition of a tax levy, the approval of the 2017 budget and the approval of the service provider agreement for Special Service Area Number 60, amount to be levied: \$374,551, 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) EDWARD M. BURKE,  
*Chairman.*

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

*Yeas* -- Aldermen Moreno, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Beale, Sadlowski Garza, Thompson, Cárdenas, Quinn, Burke, Lopez, Foulkes, D. Moore, Curtis, O'Shea, Cochran, Muñoz, Zalewski, Solis, Maldonado, Burnett, Ervin, Taliaferro, Reboyas, Waguespack, Mell, Ramirez-Rosa, Villegas, Sposato, Laurino, O'Connor, Napolitano, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Silverstein -- 44.

*Nays* -- None.

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

The following is said ordinance as passed:

WHEREAS, Special service areas may be established pursuant to Article VII, Sections 6(l) and 7(6) of the Constitution of the State of Illinois, and pursuant to the provisions of the Special Service Area Tax Law, 35 ILCS 200/27-5, et seq., as amended from time to time (the "Act") and pursuant to the Property Tax Code, 35 ILCS 200/1-1, et seq., as amended from time to time; and

WHEREAS, On December 11, 2013, the City Council of the City of Chicago (the "City Council") enacted an ordinance (the "Establishment Ordinance") which established an area known and designated as City of Chicago Special Service Area Number 60 (the "Area") and authorized the levy of an annual tax, for the period beginning in 2013 through and including 2022, not to exceed an annual rate of 0.425 percent of the equalized assessed value of the taxable property therein (the "Services Tax") to provide certain special services in and for the Area in addition to the services provided by and to the City of Chicago generally (the "Special Services"); and

WHEREAS, The Establishment Ordinance established the Area as that territory consisting approximately of the Area on Lawrence Avenue, from the North Channel to Kimball Avenue; Montrose Avenue, from the North Channel to Central Park Avenue; Kedzie Avenue, from Ainslie Street to Irving Park Road; and Irving Park Road, from Spaulding Avenue to Sacramento Avenue; and

WHEREAS, The Special Services authorized in the Establishment Ordinance include, but are not limited to: customer attraction, public way aesthetics, sustainability and public place enhancements, economic/business development, safety programs, and other activities to promote commercial and economic development; and

WHEREAS, The Establishment Ordinance provided for the appointment of the Albany Park Special Service Area Commission (the "Commission") to advise the City Council regarding the amount of the Services Tax to be levied and for the purpose of recommending to the City Council: (1) a yearly budget based upon the cost of providing the Special Services; (2) an entity to serve as a service provider (the "Service Provider"); (3) an agreement between the City and the Service Provider for the provision of Special Services to the Area (the "Service Provider Agreement"); and (4) a budget to be included in the agreement between the City and the Service Provider (the "Budget") (the aforementioned items 1 through 4 shall be known collectively herein as the "Recommendations"); and

WHEREAS, The Commission has been duly appointed and qualified and has heretofore prepared and transmitted to the Commissioner of the Department of Planning and Development (the "Commissioner") its Recommendations to the City Council, including the Budget attached hereto as Exhibit A and hereby made a part hereof; now, therefore,

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

SECTION 1. Incorporation Of Preambles. The preambles of this ordinance are hereby incorporated into this text as if set out herein in full.

SECTION 2. Appropriations. There is hereby appropriated the following sums in the amounts and for the purposes necessary to provide the Special Services in and for the Area, the estimated amounts of miscellaneous income and the amounts required to be raised by the levy of the Services Tax indicated as follows:

Albany Park Special Service Area Commission

Special Service Area Budget.

For the fiscal year commencing January 1, 2017 and ending December 31, 2017.

|                                                                                                                                                              | Expenditures |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|
| Service Provider Agreement for the provision of Special Services                                                                                             | \$457,409    |
| TOTAL BUDGET REQUEST:                                                                                                                                        | \$457,409    |
| Source Of Funding                                                                                                                                            |              |
| Tax levy at an annual rate not to exceed 0.425 percent of the equalized assessed value of the taxable property within Special Service Area Number 60         | \$374,551    |
| Carryover funds currently available from prior tax years                                                                                                     | \$82,858     |
| Late collections received by the City of Chicago attributable to the levy of the Services Tax in prior tax years, along with interest income thereon, if any | \$0          |

SECTION 3. Levy Of Taxes. There is hereby levied pursuant to the provisions of Article VII, Sections 6(a) and 6(l)(2) of the Constitution of the State of Illinois and pursuant to the provisions of the Act and pursuant to the provisions of the Establishment Ordinance, the sum of \$374,551 as the amount of the Services Tax for the tax year 2016.

SECTION 4. Filing. The City Clerk of the City (the "City Clerk") is hereby ordered and directed to file in the Office of the County Clerk of Cook County, Illinois (the "County Clerk") a certified copy of this ordinance on or prior to December 27, 2016, and the County Clerk shall thereafter extend for collection together with all other taxes to be levied by the City of Chicago, the Services Tax herein provided for, said Services Tax to be extended for collection by the County Clerk for the tax year 2016 against all the taxable property within the Area, the amount of the Services Tax herein levied to be in addition to and in excess of all other taxes to be levied and extended against all taxable property within the Area.

SECTION 5. Service Provider Agreement. The Commissioner, or a designee of the Commissioner (each, an "Authorized Officer"), are each hereby authorized, subject to approval by the Corporation Counsel as to form and legality, to enter into, execute and deliver a Service Provider Agreement as authorized herein with North River Commission, an Illinois not-for-profit corporation, as the Service Provider, for a one-year term in a form acceptable to such Authorized Officer, along with such other supporting documents, if any, as may be necessary to carry out and comply with the provisions of the Service Provider Agreement. The Budget shall be attached to the Service Provider Agreement as an exhibit. Upon the execution of the Service Provider Agreement and the receipt of proper documentation the Authorized Officer and the City Comptroller are each hereby authorized to disburse the sums appropriated in Section 2 above to the Service Provider in consideration for the provision of the Special Services described in the Budget. The Department of Planning and Development shall promptly make a copy of the executed Service Provider Agreement readily available for public inspection.

SECTION 6. Enforceability. If any section, paragraph or provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this ordinance.

SECTION 7. Conflict. This ordinance shall control over any provision of any other ordinance, resolution, motion or order in conflict with this ordinance, to the extent of such conflict.

SECTION 8. Publication. This ordinance shall be published by the City Clerk, in special pamphlet form, and made available in her office for public inspection and distribution to members of the public who may wish to avail themselves of a copy of this ordinance.

SECTION 9. Effective Date. This ordinance shall take effect 10 days after its passage and publication.

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



Exhibit "A".

Budget.

| Special Service Area # 60 |                        |
|---------------------------|------------------------|
| Service Provider Agency:  | North River Commission |
|                           |                        |
|                           |                        |

**2017 BUDGET SUMMARY**

Budget and Services Period: January 1, 2017 through December 31, 2017

|                                        |                   | 2016 Levy           |                                 | Carry Over      | TIF Rebate<br>Fund #OD11 | Estimated<br>Late<br>Collections<br>and Interest | 2017 Budget      |
|----------------------------------------|-------------------|---------------------|---------------------------------|-----------------|--------------------------|--------------------------------------------------|------------------|
| CATEGORY                               |                   | Collectable<br>Levy | Estimated<br>Loss<br>Collection |                 |                          |                                                  |                  |
| 1.00 Customer Attraction               |                   | \$10,245            | \$1,543                         | \$3,212         | \$0                      | \$0                                              | \$15,000         |
| 2.00 Public Way Aesthetics             |                   | \$233,411           | \$0                             | \$63,589        | \$0                      | \$0                                              | \$297,000        |
| 3.00 Sustainability and Public Places  |                   | \$1,501             | \$4,000                         | \$1,499         | \$0                      | \$0                                              | \$7,000          |
| 4.00 Economic/<br>Business Development |                   | \$10,217            | \$0                             | \$2,783         | \$0                      | \$0                                              | \$13,000         |
| 5.00 Safety Programs                   |                   | \$34,224            | \$0                             | \$11,776        | \$0                      | \$0                                              | \$46,000         |
| 6.00 SSA Management                    |                   | \$26,637            | \$0                             | \$0             | \$0                      | \$0                                              | \$26,637         |
| 7.00 Personnel                         |                   | \$52,772            | \$0                             |                 | \$0                      | \$0                                              | \$52,772         |
|                                        | Sub-total         | \$369,008           | \$5,543                         |                 |                          |                                                  |                  |
| <b>GRAND TOTALS</b>                    | <b>Levy Total</b> | <b>\$374,551</b>    |                                 | <b>\$82,858</b> | <b>\$0</b>               | <b>\$0</b>                                       | <b>\$457,409</b> |

| LEVY ANALYSIS                               |              |
|---------------------------------------------|--------------|
| Estimated 2016 EAV:                         | \$93,176,607 |
| Authorized Tax Rate Cap:                    | 0.425%       |
| Maximum Potential Levy limited by Rate Cap: | \$396,001    |
| Requested 2016 Levy Amount:                 | \$374,551    |
| Estimated Tax Rate to Generate 2016 Levy:   | 0.40%        |

IMPOSITION OF TAX LEVY, APPROVAL OF YEAR 2017 BUDGET AND  
EXECUTION OF SERVICE PROVIDER AGREEMENT FOR SPECIAL SERVICE  
AREA NO. 62.

[O2016-7362]

The Committee on Finance submitted the following report:

CHICAGO, November 1, 2016.

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

Your Committee on Finance, having had under consideration an ordinance authorizing the imposition of a tax levy, the approval of the 2017 budget and the approval of the service provider agreement for Special Service Area Number 62, amount to be levied: \$75,008, 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) EDWARD M. BURKE,  
*Chairman.*

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

*Yeas* -- Aldermen Moreno, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Beale, Sadlowski Garza, Thompson, Cárdenas, Quinn, Burke, Lopez, Foulkes, D. Moore, Curtis, O'Shea, Cochran, Muñoz, Zalewski, Solis, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Waguespack, Mell, Ramirez-Rosa, Villegas, Sposato, Laurino, O'Connor, Napolitano, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Silverstein -- 44.

*Nays* -- None.

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

The following is said ordinance as passed:

WHEREAS, Special service areas may be established pursuant to Article VII, Sections 6(l) and 7(6) of the Constitution of the State of Illinois, and pursuant to the provisions of the Special Service Area Tax Law, 35 ILCS 200/27-5, et seq., as amended from time to time (the "Act") and pursuant to the Property Tax Code, 35 ILCS 200/1-1, et seq., as amended from time to time; and

WHEREAS, On December 11, 2013, the City Council of the City of Chicago (the "City Council") enacted an ordinance (the "Establishment Ordinance") which established an area known and designated as City of Chicago Special Service Area Number 62 (the "Area") and authorized the levy of an annual tax, for the period beginning in 2013 through and including 2022, not to exceed an annual rate of 0.50 percent of the equalized assessed value of the taxable property therein (the "Services Tax") to provide certain special services in and for the Area in addition to the services provided by and to the City of Chicago generally (the "Special Services"); and

WHEREAS, The Establishment Ordinance established the Area as that territory consisting approximately of the area by the Edens Expressway, between Hiawatha Avenue and Glenlake Avenue, Cicero Avenue, between Glenlake Avenue and Peterson Avenue, and the Edens Expressway, between Peterson Avenue and Caldwell Avenue to the west; Hiawatha Avenue on the north; the alley east of Cicero Avenue and Keating Avenue on the east; and Caldwell Avenue on the south; and

WHEREAS, The Special Services authorized in the Establishment Ordinance include, but are not limited to: recruitment of new businesses to the Area, rehabilitation activities, maintenance and beautification activities, new construction, security, promotional and advertising activities, strategic planning for the Area, and other technical assistance activities to promote commercial and economic development (which may include, but are not limited to, streetscape improvements, strategic transit/parking improvement including parking management studies, and enhanced land use oversight and control initiatives); and

WHEREAS, The Establishment Ordinance provided for the appointment of the Sauganash Special Service Area Commission (the "Commission") to advise the City Council regarding the amount of the Services Tax to be levied and for the purpose of recommending to the City Council: (1) a yearly budget based upon the cost of providing the Special Services; (2) an entity to serve as a service provider (the "Service Provider"); (3) an agreement between the City and the Service Provider for the provision of Special Services to the Area (the "Service Provider Agreement"); and (4) a budget to be included in the agreement between the City and the Service Provider (the "Budget") (the aforementioned items 1 through 4 shall be known collectively herein as the "Recommendations"); and

WHEREAS, The Commission has been duly appointed and qualified and has heretofore prepared and transmitted to the Commissioner of the Department of Planning and Development (the "Commissioner") its Recommendations to the City Council, including the Budget attached hereto as Exhibit A and hereby made a part hereof; now, therefore,

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

SECTION 1. Incorporation Of Preambles. The preambles of this ordinance are hereby incorporated into this text as if set out herein in full.

SECTION 2. Appropriations. There is hereby appropriated the following sums in the amounts and for the purposes necessary to provide the Special Services in and for the Area, the estimated amounts of miscellaneous income and the amounts required to be raised by the levy of the Services Tax indicated as follows:

Sauganash Special Service Area Commission

Special Service Area Budget.

For the fiscal year commencing January 1, 2017 and ending December 31, 2017.

|                                                                                                                                                              | Expenditures |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|
| Service Provider Agreement for the provision of Special Services                                                                                             | \$87,131     |
| TOTAL BUDGET REQUEST:                                                                                                                                        | \$87,131     |
| Source Of Funding                                                                                                                                            |              |
| Tax levy at an annual rate not to exceed 0.50 percent of the equalized assessed value of the taxable property within Special Service Area Number 62          | \$75,008     |
| Carryover funds currently available from prior tax years                                                                                                     | \$12,000     |
| Late collections received by the City of Chicago attributable to the levy of the Services Tax in prior tax years, along with interest income thereon, if any | \$123        |

SECTION 3. Levy Of Taxes. There is hereby levied pursuant to the provisions of Article VII, Sections 6(a) and 6(l)(2) of the Constitution of the State of Illinois and pursuant to the provisions of the Act and pursuant to the provisions of the Establishment Ordinance, the sum of \$75,008 as the amount of the Services Tax for the tax year 2016.

SECTION 4. Filing. The City Clerk of the City (the "City Clerk") is hereby ordered and directed to file in the Office of the County Clerk of Cook County, Illinois (the "County Clerk") a certified copy of this ordinance on or prior to December 27, 2016, and the County Clerk shall thereafter extend for collection together with all other taxes to be levied by the City of Chicago, the Services Tax herein provided for, said Services Tax to be extended for collection by the County Clerk for the tax year 2016 against all the taxable property within the Area, the amount of the Services Tax herein levied to be in addition to and in excess of all other taxes to be levied and extended against all taxable property within the Area.

SECTION 5. Service Provider Agreement. The Commissioner, or a designee of the Commissioner (each, an "Authorized Officer"), are each hereby authorized, subject to approval by the Corporation Counsel as to form and legality, to enter into, execute and deliver a Service Provider Agreement as authorized herein with Sauganash Chamber of Commerce, Incorporated, an Illinois not-for-profit corporation, as the Service Provider, for a one-year term in a form acceptable to such Authorized Officer, along with such other supporting documents, if any, as may be necessary to carry out and comply with the provisions of the Service Provider Agreement. The Budget shall be attached to the Service Provider Agreement as an exhibit. Upon the execution of the Service Provider Agreement and the receipt of proper documentation the Authorized Officer and the City Comptroller are each hereby authorized to disburse the sums appropriated in Section 2 above to the Service Provider in consideration for the provision of the Special Services described in the Budget. The Department of Planning and Development shall promptly make a copy of the executed Service Provider Agreement readily available for public inspection.

SECTION 6. Enforceability. If any section, paragraph or provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this ordinance.

SECTION 7. Conflict. This ordinance shall control over any provision of any other ordinance, resolution, motion or order in conflict with this ordinance, to the extent of such conflict.

SECTION 8. Publication. This ordinance shall be published by the City Clerk, in special pamphlet form, and made available in her office for public inspection and distribution to members of the public who may wish to avail themselves of a copy of this ordinance.

SECTION 9. Effective Date. This ordinance shall take effect 10 days after its passage and publication.

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

Exhibit "A".

Budget.

| Special Service Area # 62 |                               |
|---------------------------|-------------------------------|
| Service Provider Agency:  | Sauganash Chamber of Commerce |
|                           |                               |
|                           |                               |

**2017 BUDGET SUMMARY**

Budget and Services Period: January 1, 2017 through December 31, 2017

| CATEGORY                               | 2016 Levy           |                                 | Carry Over      | TIF Rebate:<br>Fund # | Estimated<br>Late<br>Collections<br>and Interest | 2017 Budget     |
|----------------------------------------|---------------------|---------------------------------|-----------------|-----------------------|--------------------------------------------------|-----------------|
|                                        | Collectable<br>Levy | Estimated<br>Loss<br>Collection |                 |                       |                                                  |                 |
| 1.00 Customer Attraction               | \$6,000             | \$0                             | \$0             | \$0                   | \$0                                              | \$6,000         |
| 2.00 Public Way Aesthetics             | \$49,241            | \$8                             | \$12,000        | \$0                   | \$123                                            | \$61,372        |
| 3.00 Sustainability and Public Places  | \$100               | \$0                             | \$0             | \$0                   | \$0                                              | \$100           |
| 4.00 Economic/<br>Business Development | \$100               | \$0                             | \$0             | \$0                   | \$0                                              | \$100           |
| 5.00 Safety Programs                   | \$100               | \$0                             | \$0             | \$0                   | \$0                                              | \$100           |
| 6.00 SSA Management                    | \$6,800             | \$0                             | \$0             | \$0                   | \$0                                              | \$6,800         |
| 7.00 Personnel                         | \$12,659            | \$0                             |                 | \$0                   | \$0                                              | \$12,659        |
|                                        | Sub-total           | \$75,000                        | \$8             |                       |                                                  |                 |
| <b>GRAND TOTALS</b>                    | Levy Total          | <b>\$75,008</b>                 | <b>\$12,000</b> | <b>\$0</b>            | <b>\$123</b>                                     | <b>\$87,131</b> |

**LEVY ANALYSIS**

|                                             |              |
|---------------------------------------------|--------------|
| Estimated 2016 EAV:                         | \$15,401,666 |
| Authorized Tax Rate Cap:                    | 0.500%       |
| Maximum Potential Levy limited by Rate Cap: | \$77,008     |
| Requested 2016 Levy Amount:                 | \$75,008     |
| Estimated Tax Rate to Generate 2016 Levy:   | 0.49%        |

**LEVY CHANGE FROM PREVIOUS YEAR**

|                 |          |
|-----------------|----------|
| 2015 Levy Total | \$73,806 |
| 2016 Levy Total | \$75,008 |

SECOND LOAN RESTRUCTURING FOR LMR UNITED, INC. ASSOCIATED WITH  
ACQUISITION OF PARKING LOT AT 1456 -- 1458 S. HAMLIN AVE. AND  
REHABILITATION OF BUILDING AT 1451 -- 1453 S. AVERS AVE.

[O2016-7370]

The Committee on Finance submitted the following report:

CHICAGO, November 1, 2016.

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

Your Committee on Finance, having had under consideration an ordinance authorizing the Commissioner of the Department of Planning and Development to enter into and execute a Second Loan Restructuring Agreement with LMR United, Inc., 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) EDWARD M. BURKE,  
*Chairman.*

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

*Yeas* -- Aldermen Moreno, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Beale, Sadlowski Garza, Thompson, Cárdenas, Quinn, Burke, Lopez, Foulkes, D. Moore, Curtis, O'Shea, Cochran, Muñoz, Zalewski, Solis, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Waguespack, Mell, Ramirez-Rosa, Villegas, Sposato, Laurino, O'Connor, Napolitano, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Silverstein -- 44.

*Nays* -- None.

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

The following is said ordinance as passed:

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

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

WHEREAS, The City programmed Section 108 Program ("Section 108") funds whereby acquisition and rehabilitation loans were made available to owners of rental properties, and the Section 108 Program is administered by the City's Department of Planning and Development ("DPD"); and

WHEREAS, The City Council, pursuant to an ordinance enacted on February 26, 1997, and published at pages 40133 -- 40137 of the *Journal of the Proceedings of the City Council of the City of Chicago* (the "*Journal of the Proceedings*") of that date, authorized DPD to provide Section 108 financing in the amount of \$592,500 (the "Loan") for the acquisition of a parking lot located at 1456 -- 1458 South Hamlin Avenue, which contains 13 parking spaces (the "Parking Lot"), and rehabilitation of a building (the "Building", and collectively with the Building, the "Property") located at 1451 -- 1453 South Avers Avenue, in Chicago, Illinois, and 13 residential dwelling units therein (the "Project"); and

WHEREAS, LMR United, Inc., an Illinois corporation (the "Borrower"), is the owner of 100 percent of the beneficial interest and power of direction, in, to and under that certain Illinois land trust created pursuant to that certain Trust Agreement dated November 26, 1996 and known as Trust Number 1103389 of the Chicago Trust Company, as trustee (the "Owner", and collectively with the Borrower, the "Mortgagor"); and

WHEREAS, The Property is held in trust by the Owner for the benefit of the Borrower; and

WHEREAS, In connection with the Project, the City made the Loan to the Mortgagor on June 3, 1998 with an interest rate of zero percent per annum, which Loan is secured by, among other things, that certain Junior Mortgage, Security Agreement and Financing Statement dated June 3, 1998 and recorded on June 3, 1998 in the Office of the Recorder of Deeds of Cook County, Illinois as Document Number 98465361, made by the Mortgagor in favor of the City (the "Mortgage"); and

WHEREAS, The Mortgage was subordinated to that certain mortgage dated as of April 1, 1998, securing a loan in the amount of \$268,000 (the "Original Senior Loan"), made by the Mortgagor in favor of Community Investment Corporation, an Illinois not-for-profit corporation (the "Senior Lender"); and

WHEREAS, The Borrower has met with certain financial difficulties in the operation of the Building and requested that DPD approve a proposed restructuring of the Loan; and



WHEREAS, The City Council, pursuant to an ordinance enacted on April 13, 2016, and published in the *Journal of the Proceedings* at pages 21610 -- 21613 (the "April 2016 Ordinance") agreed to allow the Borrower to restructure the Loan (the "First Restructuring"); and

WHEREAS, Pursuant to the April 2016 Ordinance and the terms of the First Restructuring, DPD agreed to allow the Borrower to refinance and repay the Original Senior Loan and to receive the proceeds of a new loan from the Senior Lender in an amount not to exceed \$312,000 at a fixed interest rate not to exceed 4.75 percent per annum, or for a term not to exceed 10 years; and

WHEREAS, Subsequent to the adoption of the April 2016 ordinance, it was determined that the amount of the First Restructuring was insufficient; and

WHEREAS, DPD has consequently agreed to modify the First Restructuring to allow the Borrower to refinance and repay the Original Senior Loan and to receive the proceeds of a new loan from the Senior Lender in an amount not to exceed \$344,000, or another amount acceptable to DPD, at a fixed interest rate not to exceed 4.75 percent per annum, or another rate or rates acceptable to DPD, for a term not to exceed 10 years (the "New Senior Financing"); and

WHEREAS, The New Senior Financing will be secured by a new mortgage made by the Mortgage in favor of the Senior Lender (the "New Senior Mortgage"); and

WHEREAS, DPD has approved a restructuring of the Loan (the "Second Restructuring") in a manner which (1) will not alter the principal amount of the Loan, (2) will not alter the interest rate on the principal balance of the Loan, (3) will alter the maturity date of the Loan, (4) will alter the repayment terms of the Loan, (5) will defer certain delinquent payments, (6) will waive certain default interest and fees, and (7) will subordinate the Mortgage to any liens which will secure the New Senior Financing, including but not limited to the New Senior Mortgage (collectively, the "Material Terms"); now, therefore,

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

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

SECTION 2. The Second Restructuring is hereby approved as described above. The Commissioner of DPD (the "Commissioner") or a designee of the Commissioner, are each hereby authorized, subject to approval by the Corporation Counsel, to negotiate any and all terms and provisions in connection with the Second Restructuring which do not substantially modify the Material Terms as described herein. The Commissioner, or a designee of the Commissioner, 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 Second Restructuring. The Commissioner or a designee of the

Commissioner 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 any future restructuring of the Loan, which do not substantially modify the Material Terms.

SECTION 3. To the extent that any ordinance (including but not limited to the April 2016 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. Sections 2-45-110 and 2-45-115 of the Municipal Code of Chicago shall not apply to the Building in connection with the Restructuring.

SECTION 4. This ordinance shall be effective as of the date of its passage and approval.

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AMENDMENT NO. 1 TO ROOSEVELT/CICERO TAX INCREMENT FINANCING  
PLAN AND PROJECT.

[O2016-7380]

The Committee on Finance submitted the following report:

CHICAGO, November 1, 2016.

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

Your Committee on Finance, having had under consideration an ordinance authorizing the approval of Amendment Number 1 to the Roosevelt/Cicero tax increment financing redevelopment plan and project, 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) EDWARD M. BURKE,  
*Chairman.*

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

*Yeas* -- Aldermen Moreno, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Beale, Sadlowski Garza, Thompson, Cárdenas, Quinn, Burke, Lopez, Foulkes, D. Moore, Curtis, O'Shea, Cochran, Muñoz, Zalewski, Solis, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Waguespack, Mell, Ramirez-Rosa, Villegas, Sposato, Laurino, O'Connor, Napolitano, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Silverstein -- 44.

*Nays* -- None.

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

The following is said ordinance as passed:

WHEREAS, Under ordinances adopted on February 5, 1998, and published in the *Journal of the Proceedings of the City Council of the City of Chicago* (the "*Journal*") for such date at pages 60917 to 61070, and under the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4.1, et seq., as amended (the "Act"), the City Council (the "Corporate Authorities") of the City of Chicago (the "City"): (i) approved the "Roosevelt/Cicero Redevelopment Project Area Tax Increment Finance Program Redevelopment Plan and Project" (the "Plan") for a portion of the City known as the "Roosevelt/Cicero Redevelopment Project Area" (the "Area") (such ordinance being defined herein as the "Approval Ordinance"); (ii) designated the Area as a "redevelopment project area" within the requirements of the Act (the "Designation Ordinance") and, (iii) adopted tax increment financing for the Area (the "Adoption Ordinance"); and

WHEREAS, The Approval Ordinance, the Designation Ordinance, and the Adoption Ordinance are collectively referred to in this ordinance as the "TIF Ordinances"; and

WHEREAS, Public Act 92-263, which became effective on August 7, 2001, amended the Act to provide that, under Section 11-74.4-5(c) of the Act, amendments to a redevelopment plan which do not (1) add additional parcels of property to the proposed redevelopment project area, (2) substantially affect the general land uses proposed in the redevelopment plan, (3) substantially change the nature of the redevelopment project, (4) increase the total estimated redevelopment project cost set out in the redevelopment plan by more than 5 percent 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 10, may be made without further hearing, provided that notice is given as set forth in the Act as amended; and

WHEREAS, The Corporate Authorities now desire to amend the Plan further to change the land uses proposed in the Plan with respect to certain parcels of property, which such

amendment shall not (1) add additional parcels of property to the proposed Area, (2) substantially affect the general land uses in the Plan, (3) substantially change the nature of the redevelopment project, (4) increase the total estimated redevelopment project cost set out in the Plan by more than 5 percent 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 Plan, or (6) increase the number of inhabited residential units to be displaced from the Area, as measured from the time of creation of the Area, to a total of more than 10; now, therefore,

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

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

SECTION 2. Approval Of Revision Number 1 To Plan. The "Amendment Number 1 Roosevelt/Cicero Tax Increment Financing Plan And Project", a copy of which is attached hereto as Exhibit 1, is hereby approved. Except as amended hereby, the Plan (a copy of which is attached hereto as Exhibit 2) shall remain in full force and effect.

SECTION 3. Invalidity Of Any Section. If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this ordinance.

SECTION 4. Superseder. All ordinances (including, without limitation, the TIF Ordinances), resolutions, motions or orders in conflict with this ordinance are hereby repealed to the extent of such conflicts.

SECTION 5. Effective Date. This ordinance shall be in full force and effect immediately upon its passage.

Exhibits 1 and 2 referred to in this ordinance read as follows:

*Exhibit 1.*

*Amendment Number 1 To  
Roosevelt/Cicero Tax Increment Financing Plan And Project.*

Notice is hereby given by the City of Chicago of the publication and inclusion of changes to the City of Chicago Roosevelt/Cicero Tax Increment Financing Redevelopment Plan and Project (as amended by this Amendment Number 1, the "Plan") for the Roosevelt/Cicero Redevelopment Project Area approved pursuant to an ordinance enacted by the

11/1/2016

REPORTS OF COMMITTEES

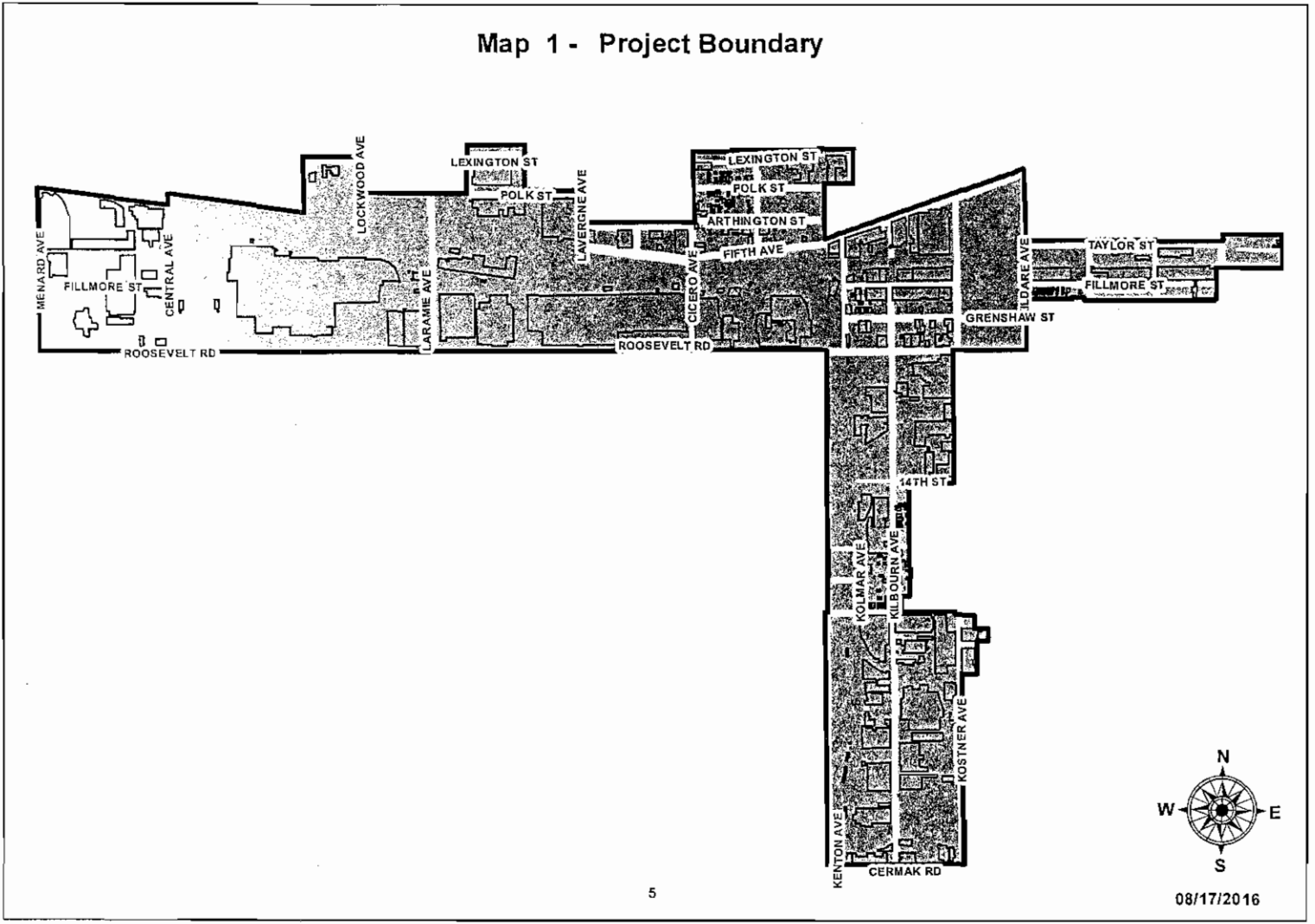
35179

Replacement Map 1.  
(To Roosevelt/Cicero TIF Plan And Project)

Roosevelt/Cicero Industrial Corridor TIF  
Redevelopment Plan

DEPARTMENT OF PLANNING  
AND DEVELOPMENT  
DAVID L. REPMAN  
COMMISSIONER  
Work Product  
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Map 1 - Project Boundary



City Council on \_\_\_\_\_ pursuant to Section 5/11-74.4-5 of the Illinois Tax Increment Allocation Redevelopment Act, as amended, 65 ILCS Section 5/11-74.4-1, et seq. (the "Act").

1. In Section III entitled, "Redevelopment Project Area and Goals and Objectives", in subsection entitled "Redevelopment Objectives" under the following shall be added to the third bullet:

- Facilitate the development of vacant land, through the assembly of property and other mechanisms, and the redevelopment of underutilized properties for industrial and commercial uses.

2. In Section III entitled, "Redevelopment Project Area and Goals and Objectives", in subsection entitled "Redevelopment Objectives" under the following shall be added to the fourth bullet:

- Eliminate unnecessary streets, alleys, and railroad rights-of-way to increase the amount of land available for private investment and redevelopment for industrial and commercial activities.

3. In Section V entitled, "Roosevelt/Cicero Redevelopment Plan and Project", add a sixth paragraph in subsection A. "General Land Use Plan", entitled "Commercial", shall be added:

- Commercial land use proposed within the Redevelopment Project area for the area bounded by Kostner Avenue, Fifth Avenue, Roosevelt Road, and Kildare Avenue.

4. In Exhibit 4 "Map Legend", Map 1 entitled "Redevelopment Project Boundary", Land Use Plan Roosevelt/Cicero Redevelopment Area", shall be replaced with and updated "Map Legend", Map 1 entitled "Redevelopment Project Boundary".

5. In Exhibit 4 "Map Legend", Map 4 entitled "Proposed Land Use", shall be replaced with an updated "Map 4", "Proposed Land Use".

[Replacement Map 1 (Redevelopment Project Boundary) and Map 4 (Proposed Land Use) referred to in this Amendment Number 1 to Roosevelt/Cicero TIF Plan and Project printed on pages 35179 and 35180, respectively, of this *Journal*.]

# Roosevelt/Cicero Industrial Corridor TIF Redevelopment Plan



DEPARTMENT OF PLANNING  
AND DEVELOPMENT  
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Work Product  
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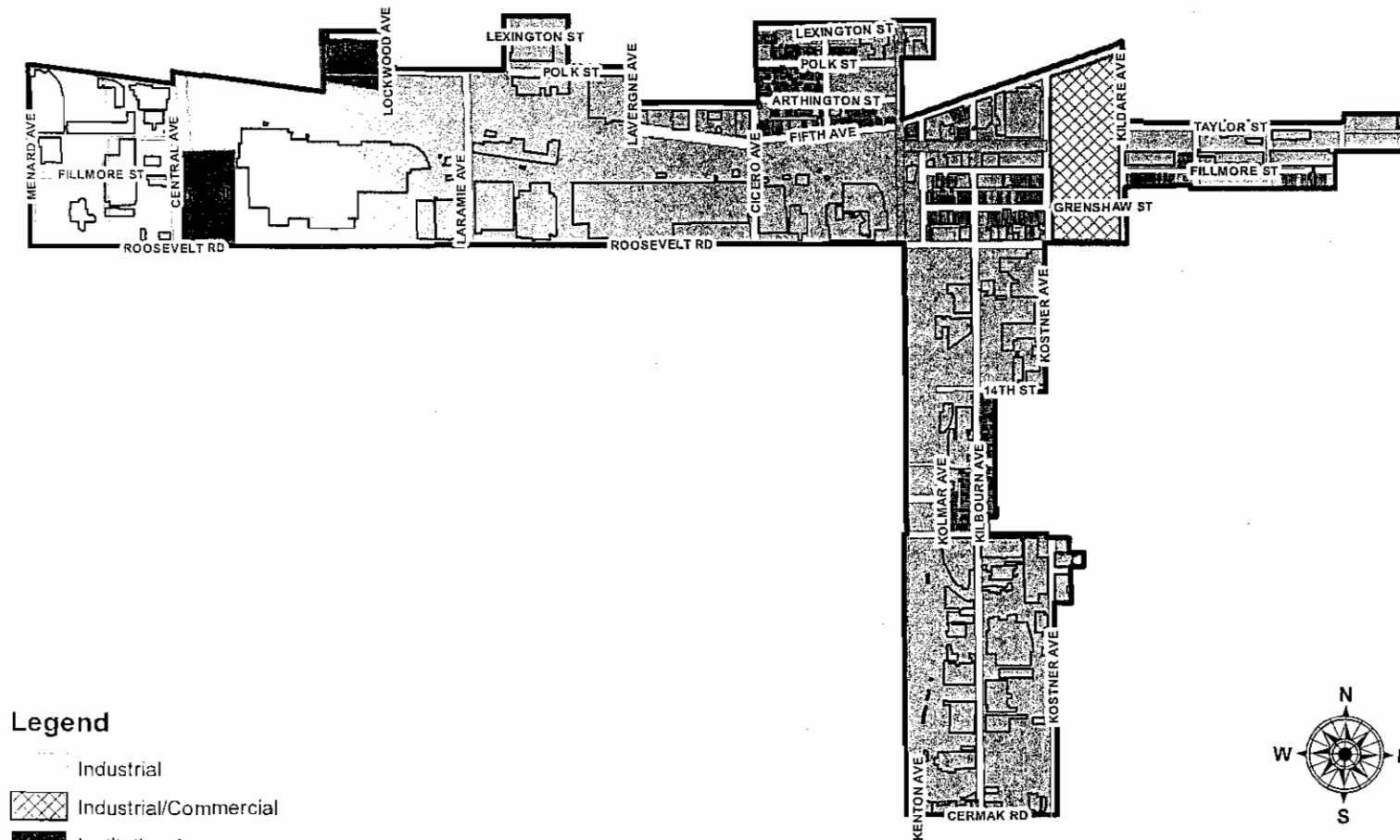
35180

JOURNAL--CITY COUNCIL--CHICAGO

11/1/2016

Map 4 - Proposed Land Use

Replacement Map 4.  
(To Roosevelt/Cicero TIF Plan And Project)



## Legend

- Industrial
- Industrial/Commercial
- Institutional

*Exhibit 2.**Plan.*

AUTHORIZATION FOR APPROVAL OF TAX INCREMENT  
REDEVELOPMENT PLAN FOR ROOSEVELT/CICERO  
REDEVELOPMENT PROJECT AREA.

The Committee on Finance submitted the following report:

CHICAGO, February 5, 1998.

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

Your Committee on Finance, having had under consideration an ordinance approving a Tax Increment Redevelopment Plan for the Roosevelt/Cicero Redevelopment Project Area, having had the same under advisement, begs leave to report and recommend the Your Honorable Body Pass the proposed ordinance transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the committee.

Respectfully submitted,

(Signed) EDWARD M. BURKE,  
*Chairman*

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

*Yeas* -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Lyle, Beavers, Dixon, Shaw, Buchanan, Balcer, Frias, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

*Nays* -- None.

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



The following is said ordinance as passed:

WHEREAS, It is desirable and in the best interest of the citizens of the City of Chicago, Illinois (the "City") for the City to implement tax increment allocation financing ("Tax Increment Allocation Financing") pursuant to the Illinois Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, et. seq. (1993), as amended (the "Act"), for a proposed redevelopment project area to be known as the Roosevelt/Cicero Redevelopment Project Area (the "Area") described in Section 2 of this ordinance, to be redeveloped pursuant to a proposed redevelopment plan and project (the "Plan") (the Plan, as changed and updated as described below, is attached hereto as Exhibit A); and

WHEREAS, Pursuant to Sections 5/11-74.4-4 and 5/11-74.4-5 of the Act, the Community Development Commission (the "Commission") of the City, by authority of the Mayor and the City Council of the City (the "City Council", referred to herein collectively with the Mayor as the "Corporate Authorities") called a public hearing (the "Hearing") concerning approval of the Plan, designation of the Area as a redevelopment project area pursuant to the Act and adoption of Tax Increment Allocation Financing within the Area pursuant to the Act on December 2, 1997; and

WHEREAS, The Plan (including the related eligibility report attached thereto as an exhibit) was made available for public inspection and review pursuant to Section 5/11-74.4-5(a) of the Act beginning October 7, 1997, at a time prior to the adoption by the Commission of Resolution 97-CDC-88 on October 7, 1997 fixing the time and place for the Hearing, at the offices of the City Clerk and the City's Department of Planning and Development; and

WHEREAS, Due notice of the Hearing was given pursuant to Section 5/11-74.4-6 of the Act, said notice being given to all taxing districts having property within the Area and to the Department of Commerce and Community Affairs of the State of Illinois by certified mail on October 10, 1997, by publication in the *Chicago Sun-Times* or *Chicago Tribune* on November 5, 1997 and November 12, 1997, and by certified mail to taxpayers within the Area on November 12, 1997; and

WHEREAS, A meeting of the joint review board established pursuant to Section 5/11-74.4-5(b) of the Act (the "Board") was convened upon the provision of due notice on October 23, 1997 at 10:00 A.M., concerning the approval of the Plan, designation of the Area as a redevelopment project area pursuant to the Act and adoption of Tax Increment Allocation Financing within the Area; and

WHEREAS, The Commission has forwarded to the City Council a copy of its Resolution 97-CDC-104 attached hereto as Exhibit B, adopted on December 9, 1997, recommending to the City Council approval of the Plan, among other related matters; and

WHEREAS, The Corporate Authorities have reviewed the Plan (including the related eligibility report attached thereto as an exhibit), as the Plan has been changed and updated to December, 1997 and notice of such changes has been given by mail to each affected taxing district and by publication in a newspaper of general circulation within the taxing districts not less than ten (10) days prior to the adoption of this ordinance in accordance with the provisions of Section 5/11-74.4-5(a) of the Act, testimony from the Hearing, if any, the recommendation of the Board, if any, the recommendation of the Commission and such other matters or studies as the Corporate Authorities have deemed necessary or appropriate to make the findings set forth herein, and are generally informed of the conditions existing in the Area; now, therefore,

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

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

SECTION 2. The Area. The Area is legally described in Exhibit C attached hereto and incorporated herein. The street location (as near as practicable) for the Area is described in Exhibit D attached hereto and incorporated herein. The map of the Area is depicted on Exhibit E attached hereto and incorporated herein.

SECTION 3. Findings. The Corporate Authorities hereby make the following findings as required pursuant to Section 5/11-74.4-3(n) of the Act:

- a. the Area on the whole has not been subject to growth and development through investment by private enterprise and would not reasonably be expected to be developed without the adoption of the Plan;
- b. the Plan:
  - (i) conforms to the comprehensive plan for the development of the City as a whole; or
  - (ii) the Plan either (A) conforms to the strategic economic development or redevelopment plan issued by the Chicago Plan Commission or (B) includes land uses that have been approved by the Chicago Plan Commission; and

c. the Plan meets all of the requirements of a redevelopment plan as defined in the Act and, as set forth in the Plan, the estimated date of completion of the projects described therein and retirement of all obligations issued to finance redevelopment project costs is not more than twenty-three (23) years from the date of the adoption of the ordinance approving the designation of the Area as a redevelopment project area, and, as required pursuant to Section 5/11-74.4-7 of the Act, no such obligation shall have a maturity date greater than twenty (20) years.

SECTION 4. Approval of the Plan. The City hereby approves the Plan pursuant to Section 5/11-74.4-4 of the Act.

SECTION 5. Powers of Eminent Domain. In compliance with Section 5/11-74.4-4(c) of the Act and with the Plan, the Corporation Counsel is authorized to negotiate for the acquisition by the City of parcels contained within the Area. In the event the Corporation Counsel is unable to acquire any of said parcels through negotiation, the Corporation Counsel is authorized to institute eminent domain proceedings to acquire such parcels. Nothing herein shall be in derogation of any proper authority.

SECTION 6. Invalidity of any Section. If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this ordinance.

SECTION 7. Superseder. All ordinances, resolutions, motions or orders in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 8. Effective Date. This ordinance shall be in full force and effect immediately upon its passage.

[Exhibit "E" referred to in this ordinance printed  
on page 35260 of this Journal.]

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

*Exhibit "A".*

(To Roosevelt/Cicero Redevelopment Project Area Ordinance)

*Roosevelt/Cicero Redevelopment Project Area**Tax Increment Finance Program**Redevelopment Plan And Project**I.**Introduction.*

The Roosevelt/Cicero Redevelopment Project Area (hereafter referred to as the "Redevelopment Project Area") is located on the far west side of the City of Chicago, approximately five (5) miles from the central business district. The Redevelopment Project Area is comprised of approximately five hundred thirty-one (531) acres and includes fifty-six (56) (full and partial) blocks. The boundaries of the area are generally: Menard Avenue on the west (north of Roosevelt Road) and the Belt Line Railroad/city limits of Chicago on the west (south of Roosevelt Road); Pulaski Road on the east; Cermak Avenue on the south; and Lexington/the Eisenhower Expressway on the north. The boundaries of the Redevelopment Project Area are shown on Map 1, Boundary Map.

Within the Redevelopment Project Area, the existing primary land-use is industrial and the underlying zoning throughout is industrial-oriented. The Redevelopment Project Area is situated directly south of the Eisenhower Expressway (Interstate 290) which links it to the overall interstate highway network in Chicago including the Dan Ryan Expressway (Interstate 90/94), the Stevenson Expressway (Interstate 55), the Kennedy Expressway (Interstate 90/94), and the Edens Expressway (Interstate 94). Additionally, the Redevelopment Project Area is accessible by rail.

The Redevelopment Project Area is also well served by public transportation making the area easily accessible to the local work force. Chicago Transit Authority buses that transverse the Redevelopment Project Area and the areas surrounding the Redevelopment Project Area include the Routes 53 and 54 north/south routes and the Routes 7, 12, 18, 21 and 57 east/west routes. C.T.A. rapid transit service is provided at the northern borders of the corridor by the Congress Blue Line within the median of the Eisenhower (I-290) Expressway

and at the southern end of the Redevelopment Project Area by the Douglas Blue Line. Stations for the Congress Blue Line are located at Cicero Avenue and Pulaski Road. Stations for the Douglas Blue Line are located at Kildare Avenue and Pulaski Road.

Pace bus routes that transverse the Redevelopment Project Area and surrounding areas include Route 305 (Roosevelt Road between Menard Avenue and Laramie Avenue and Laramie Avenue from Roosevelt Road south to the limits of the project area) and Route 767 (east/west along Cermak Road).

Much of the Redevelopment Project Area is characterized by:

- deteriorated and dilapidated buildings and site improvements;
- difficult and inadequate ingress and egress;
- current and past obsolescence;
- inadequate infrastructure; and
- other blighting characteristics.

The Redevelopment Project Area represents an opportunity for the City to implement its current plans to preserve, retain, redevelop and expand industry within an area that has traditionally been industrial in nature. Few locations such as the Redevelopment Project Area within the City offer a solid industrial history, diverse transportation systems (expressways as well as public transportation), and an accessible industrial workforce, factors which are factors that are important in the locational decision-making of manufacturing, industrial, storage and distribution-related industries. To ensure that the City maintains a balanced and viable economy, it is necessary to preserve and enhance its existing hubs of industrial activity.

Recognizing the Redevelopment Project Area's continuing potential as an industrial center, the City of Chicago is taking action to facilitate its revitalization, following on its previous actions to stabilize industrial land uses and support industrial expansion and attraction. The City recognizes that the trend of physical deterioration, obsolescence, depreciation and other blighting influences will continue to weaken the Redevelopment Project Area unless the City itself becomes a leader and a partner with the private sector in the revitalization process. Consequently, the City wishes to encourage private development activity by using tax increment financing as a prime implementation tool.

The purpose of this Roosevelt/Cicero Redevelopment Project Area Tax Increment Finance Program Redevelopment Plan and Project (hereafter the "Plan" or the "Redevelopment Plan") is to create a mechanism to allow for the following: development of new industrial and industrial-support facilities on existing vacant or underutilized land; the adaptive reuse of vacant and underutilized structures to new and growing industries; the expansion of existing industrial businesses; the improvement of the physical environment and infrastructures.

This Plan summarizes the analyses and findings of the consultants' work, which, unless otherwise noted, is the responsibility of Louik/Schneider and Associates, Inc. and The Lambert Group, Inc.. The City of Chicago is entitled to rely on the findings and conclusions of this Plan in designating the Redevelopment Project Area as a redevelopment project area under the Act (defined below). Louik/Schneider and Associates, Inc. and The Lambert Group, Inc. have prepared this Plan and the related eligibility study with the understanding that the City would rely: 1) on the findings and conclusions of the Plan and the related eligibility study in proceeding with the designation of the Redevelopment Project Area and the adoption and implementation of the Plan, and 2) on the fact that Louik/Schneider and Associates, Inc. and The Lambert Group, Inc. have obtained the necessary information so that the Plan and the related eligibility study will comply with the Act.

#### A. Overview.

In 1981, a small section of the Redevelopment Project Area located between B.O.C.T. Railroad, Roosevelt Road, Kostner Avenue and the Belt Line Railroad was designated as a Blighted Commercial Area (see Map 3 - Roosevelt/Kostner Redevelopment Area). In 1991, that original area was expanded to include Lexington Avenue and West Fifth Avenue on the north, Roosevelt Road on the south, the Belt Line Railroad and Kildare Avenue on the east and Cicero Avenue on the west. The expanded area was designated as the Roosevelt Kostner Redevelopment Area by the Community Development Commission. In 1981, a small section of the Redevelopment Project Area located between B.O.C.T. Railroad, Roosevelt Road, Kostner Avenue and the Belt Line Railroad was designated as a Blighted Commercial Area. In 1991, that original area was expanded to include Lexington Avenue and West Fifth Avenue on the north, Roosevelt Road on the south, the Belt Line Railroad and Kildare Avenue on the east and Cicero Avenue on the west. The expanded area was designated as the Roosevelt Kostner Redevelopment Area by the Community Development Commission.

The Redevelopment Project Area is also located within the broader area of the West Side Industrial Corridor (hereafter referred to as the "Corridor") which is one of Chicago's oldest, largest and most diverse industrial corridors according to City plans. Historically, much of the Redevelopment Area has been occupied by industrial and industrial-related uses which are located on the west side for a variety of reasons:

According to the City of Chicago's *Corridors of Industrial Opportunity: A Plan for Industry in Chicago's West Side*, "The industrial activity of the Corridor developed as Chicago's central business district became too costly and congested for wholesale and warehousing operations. As a result, at the turn of the century, industry began to locate along the Belt Railway. Simultaneously, Fifth Avenue and Pulaski Road attracted light manufacturing activities."

According to the *Roosevelt/Cicero Model Industrial Corridor Strategic Plan*, "The Corridor, like the adjoining Lawndale Neighborhood, has deteriorated greatly since the 1950s. Major corporations vacated primary facilities. Numerous smaller companies have also left the area leaving a patchwork of abandoned buildings, vacant sites and remaining businesses. Renewed use of the Alden's Headquarters (5000 West Roosevelt Road) and Sunbeam Plant (Sungate Park) together with the South Kilbourn Avenue area, suggest a continuing vitality for the Roosevelt/Cicero Corridor."

"Excellent access to highway and rail, a centralized metropolitan location and relatively good infrastructure are the Corridor's major strengths. High crime rates, obsolete facilities and a deteriorated physical environment, including blighted conditions, are the most detrimental characteristics of the Corridor."

"In 1969, International Harvester closed its tractor works, resulting in a loss of three thousand four hundred (3,400) jobs. Between 1950 and 1970 it is believed that North Lawndale lost seventy-five percent (75%) of its businesses and twenty-five percent (25%) of its jobs. Throughout the 1970s, as Zenith and Sunbeam electronics factories shut down, and the Copenhagen Snuff plant closed, eighty percent (80%) of the area's manufacturing jobs disappeared along with forty-four percent (44%) of the retail and service jobs. The downturn continued through the 1980s as Western Electric disappeared completely by 1985, and Sears (which is located just east of the Redevelopment Project Area) closed its Homan Avenue complex in 1987, resulting in a loss of one thousand eight hundred (1,800) jobs."

Although there are a few signs of revitalization -- the renewed use of the Alden's and Sunbeam facilities and the residential development at Homan Square -- the area continues to suffer from severe blight and vacancy.

The continuing decline of the City's industrial base and the loss of industrial jobs threatens the health of Chicago's economy and the public's welfare. Without the use of tax increment financing, the Redevelopment Project Area will continue to decline in its physical environment and disinvestment in industrial facilities will also continue.

#### B. Existing Land-Use And Zoning Characteristics.

The Redevelopment Project Area continues to reflect the industrial land-use patterns first evidenced along the west side of the City during the 19<sup>th</sup> century. At the present time, the existing land uses are predominantly industrial in nature. In addition to industry, the Redevelopment Project Area is home to residential uses and a small scattering of commercial. These land-use patterns are reflective of the underlying zoning. The majority of property within the Redevelopment Project Area is zoned for light to medium industrial uses (M1-1, M1-2, M2-2, M2-3, M2-4, M3-3). There are small sections of the following zoning districts within the Redevelopment Project Area: commercial (C1-2) at the southeast corner of 16<sup>th</sup> and Kostner Avenue, business (B2-1) south of Taylor Street, between Pulaski Road and Springfield Avenue and two (2) residential (R3, R4) districts one (1) on the south side of Fillmore Street, between Kildare Avenue and Keeler Avenue and another on Kilbourn Avenue, between 14<sup>th</sup> and 15<sup>th</sup> Streets on the west side of the street and on both the east and west sides between 15<sup>th</sup> and 16<sup>th</sup> Streets.

#### Demographic And Statistical Characteristics:

A variety of demographic and other statistical data were collected for the general area in which the Redevelopment Project Area is located. The Census of Population and Housing data for 1990 can be found in (Sub)Exhibit 1 -- 1990 Selected Census Data for Selected Census Tracts Located in the Roosevelt/Cicero Project Area.

#### C. Tax Increment Allocation Redevelopment Act.

An analysis of conditions within this area indicates that it is appropriate for designation as a Redevelopment Project Area under the State of Illinois tax increment financing legislation. The Redevelopment Project Area is characterized by conditions which warrant its designation as an improved "Blighted Area" and a vacant "Blighted Area" within the definitions set forth in the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, et seq., as amended (the "Act").



The Act provides a means for municipalities, after the approval of a Redevelopment Plan and Project, to redevelop blighted and conservation areas by pledging the increase in tax revenues generated by public and private redevelopment. This increase in tax revenues is used to pay for upfront costs that are required to stimulate private investment in new redevelopment and rehabilitation, or to reimburse private developers for eligible costs incurred in connection with any redevelopment. Municipalities may issue obligations to be repaid from the stream of real property tax increment revenues that are generated within the tax increment financing district.

The property tax increment revenue is calculated by determining the difference between the initial equalized assessed value (E.A.V.) or the Certified E.A.V. Base for all taxable real estate located within the district and the current year E.A.V.. The E.A.V. is the assessed value of the property multiplied by the state multiplier. Any increase in E.A.V. is then multiplied by the current tax rate, which determines the incremental real property tax.

The Plan has been formulated in accordance with the provisions of the Act. It is a guide to all proposed public and private action in the Redevelopment Project Area. In addition to describing the objectives of redevelopment, the Plan sets forth the overall program to be undertaken to accomplish these objectives. This program is the Redevelopment Plan and Project.

The Plan also specifically describes the Redevelopment Project Area. This area meets the eligibility requirements of the Act (see Roosevelt/Cicero -- Tax Increment Finance Program -- Eligibility Study attached as (Sub)Exhibit 5). The Redevelopment Project Area boundaries are described in the introduction of the Plan and shown in Map 1, Boundary Map.

After approval of the Plan, the City Council may formally designate the Redevelopment Project Area.

The purpose of this Plan is to ensure that new development occurs:

1. on a coordinated rather than a piecemeal basis to ensure that the land-use, vehicular access, parking, service and urban design systems will meet modern-day principles and standards;
2. on a reasonable, comprehensive and integrated basis to ensure that blighted area factors are eliminated; and
3. within a reasonable and defined time period.

Revitalization of the Redevelopment Project Area is a large and complex undertaking and presents challenges and opportunities commensurate to its scale. The success of this effort will depend to a large extent on the cooperation between the private sector and agencies of local government.

Regardless of when the Redevelopment Plan and Project is adopted, it will include land uses that have already been approved by the Chicago Plan Commission.

There has been no major investment in the Redevelopment Project Area for the last five (5) years. The adoption of the Plan will make possible the implementation of a logical program to stimulate redevelopment in the Redevelopment Project Area, an area which cannot reasonably be anticipated to be developed without the adoption of this Plan. Public investments will create the appropriate environment to attract the level of private investment required for rebuilding the area.

Successful implementation of the Redevelopment Plan and Project requires that the City of Chicago take advantage of the real estate tax increment revenues attributed to the Redevelopment Project Area as provided in accordance with the Act.

## II.

### *Redevelopment Project Area And Legal Description.*

The Redevelopment Project Area is located on the far west side of the City of Chicago, approximately five (5) miles from the central business district. The Redevelopment Project Area is comprised of approximately five hundred thirty-one (531) acres and includes fifty-six (56) (full and partial) blocks. The boundaries of the area are generally: Menard Avenue on the west (north of Roosevelt Road) and the Belt Line Railroad/city limits of Chicago on the west (south of Roosevelt Road); Pulaski Avenue on the east; Cermak Avenue on the south; and Lexington/the Eisenhower Expressway on the north. The boundaries of the Redevelopment Project Area are shown on Map 1, Boundary Map and the existing land-uses are identified on Map 2. The Redevelopment Project Area includes only those contiguous parcels of real property that are expected to be substantially benefited by the Redevelopment Plan.

The legal description of the Redevelopment Project Area is attached to this plan as (Sub)Exhibit 2 -- Legal Description.

### III.

#### *Redevelopment Project Area Goals And Objectives.*

Comprehensive goals and objectives are included in this Plan to guide the decisions and activities that will be undertaken to facilitate the redevelopment of the Redevelopment Project Area. Many of them can be achieved through the effective use of local, state and federal mechanisms.

These goals and objectives generally reflect existing City policies affecting all or portions of the Redevelopment Project Area as identified in the following plans and regulations:

- *Corridors of Industrial Opportunity: A Plan for Industry in Chicago's West Side* (Adopted by the Chicago Plan Commission on February 13, 1992.)
- *Industrial Corridor Capital Investment 1995: A Guide to Industrial Improvement Projects.*
- City of Chicago Capital Improvements Program: 1996--2000.
- 1996 Chicago Zoning Ordinance  
(Planned Manufacturing District Regulations).
- Roosevelt/Cicero Model Industrial Corridor Strategic Plan (Lawndale Business and Local Development Corporation and West Side Industrial Research and Retention Corporation, March 1995).
- Roosevelt/Kostner Redevelopment Plan (Community Development Commission, June 1992).
- Discussion with staff of Trkla, Pettigrew, Allen and Payne regarding a model corridor plan which they are in the process of drafting.

Certain goals and objectives of these plans and regulations are listed below.

Finally the goals and objectives take into consideration the desires of the local community as expressed by the participants in the Lawndale Business and Local Development Corporation's workshop in January 1997 as a part of their Preliminary Implementation Plan process and by the Constituent and Technical

Assistance Committees and Corridor Focus Groups who participated in the Lawndale Business and Local Development Corporation's preparation of their 1995 Model Industrial Corridor Plan.

Existing City Policies.

1992 Corridors of Industrial Opportunity: A Plan for Industry in Chicago's West Side:

- Create and preserve jobs.
- "Encourage economic diversity".
- "Provide opportunities for synergy between related industrial activities".
- "Minimize the conflicts between industrial and other land uses".
- "Maximize the benefits of public investment in capital programming related to industrial investment".

1995 Industrial Corridor Capital Investment Guide:

- Retain and expand the City's economic base by shaping a modern industrial environment out of the existing industrial foundation.
- "Create a competitive physical environment within each industrial corridor".
- Provide well-maintained infrastructure within industrial corridors that "accommodates modern production facilities, distribution centers and transportation hubs".
- Ensure that industrial corridor street patterns provide access.
- Separate land uses that are incompatible with industrial activities within industrial corridors.
- Promote physical streetscaping amenities within industrial corridors.
- "Improve transportation access to and within (industrial) corridors".

City of Chicago Capital Improvement Program 1996 -- 2000:

- "Enhance the City's economic vitality".
- "Support development efforts and objectives of an adopted plan".
- "Encourage expansion or additional industrial development".
- "Encourage private investment".
- Improve the City's tax base.
- Encourage the retention and creation of jobs.

1995 Roosevelt/Cicero Model Industrial Corridor Strategic Plan:

- Increase safety for business owners, employees, customers, vendors and nearby residents.
- Improve accessibility and functionality of streets and parking.
- Establish a clear direction for the long-term use and development of the Corridor.
- Establish a sense of stability, safety, success and opportunity through overall enhancement of the visual/spatial conditions in the Corridor.
- Create a management organization responsible for directing and accomplishing all aspects of the Corridor's long-term plan.

1997 Draft Preliminary Implementation Plan for the Roosevelt/Cicero Industrial Corridor:

- Create designs that enhance safety, accessibility and functionality and attractiveness.
- Create a management structure that addresses safety, accessibility and functionality, marketability and attractiveness.

1992 Roosevelt/Kostner Redevelopment Plan:

- Establish the Roosevelt/Kostner area, which is surrounded and served by excellent transportation amenities, as a vital industrial area.
- Provide adequate circulation within and through the area for pedestrians, public and private vehicles.
- Promote development which employs the most efficient use of energy resources.
- Encourage participation of minorities and women in professional and investment opportunities involved in the development of the project area.

General Goals.

In order to redevelop the Redevelopment Project Area in a planned manner, the establishment of goals is necessary. The following goals are meant to guide the development and/or the review of all future projects that will be undertaken in the Redevelopment Project Area.

- Preserve, retain, redevelop and expand industry in the Redevelopment Project Area.
- Improve the quality of life in Chicago by revitalizing the Redevelopment Project Area to enhance its importance as a secure, functional, attractive, marketable, suitable and competitive modern urban industrial park environment.
- Enhance the Redevelopment Project Area's tax base.
- Create and preserve job opportunities in the Redevelopment Project Area.
- Employ residents within and surrounding the Redevelopment Project Area in jobs in the Redevelopment Project Area and in adjacent redevelopment project areas.
- Encourage participation of minorities and women in the redevelopment of the Redevelopment Project Area.

### Redevelopment Objectives.

To achieve the general goals of this Plan, the following redevelopment objectives have been established.

- Reduce or eliminate those conditions which qualify the Redevelopment Project Area as a Blighted Area.
- Encourage private investment, through incentives, in new and rehabilitated industrial development that will enhance the Redevelopment Project Area's tax base and create job opportunities.
- Facilitate the development of vacant land, through the assembly of property and other mechanisms, and the redevelopment of underutilized properties for industrial uses.
- Eliminate unnecessary streets, alleys and railroad rights-of-way to increase the amount of land available for private investment and redevelopment for industrial activities.
- Provide public and private infrastructure improvements and other relevant and available assistance necessary to the successful operation of a modern urban industrial park.
- Promote the implementation of security measures throughout the Redevelopment Project Area.
- Use City programs, where appropriate, to create a unified identity for the industrial portions of the Redevelopment Project Area to enhance the industrial marketability of the Redevelopment Project Area.
- Support the elimination of existing environmental contamination through the remediation of affected sites in order to promote new industrial development.
- Develop properties in a manner which will not adversely affect traffic patterns.
- Establish job training and job readiness programs to provide residents within and surrounding the Redevelopment Project Area with the skills necessary to secure jobs in the Redevelopment Project Area and in adjacent redevelopment project areas.

- Secure commitments from employers in the Redevelopment Project Area and adjacent redevelopment project areas to interview graduates of the Redevelopment Project Area's job readiness and job training programs.

#### Design Objectives.

Although overall goals and redevelopment objectives are important in the process of redeveloping such a large and important industrial area, the inclusion of design guidelines is necessary to ensure that redevelopment activities result in the development of an attractive, functional and modern urban industrial park environment. The following design objectives give a generalized and directive approach to the development of specific redevelopment projects.

- Establish a pattern of land-use activities arranged according to modern urban industrial park standards which can include groupings to increase efficiency of operation and economic relationships of industry in a compact area.
- Encourage coordinated development of parcels and structures in order to achieve attractive and efficient building design, unified off-street parking, adequate truck and service facilities and appropriate access to nearby arterial streets.
- Achieve development which is integrated both functionally and aesthetically with adjacent and nearby existing development.
- Ensure a safe and functional traffic circulation pattern, adequate ingress and egress, and capacity in the Redevelopment Project Area.
- Encourage high standards of building and streetscape design to ensure the high quality appearance of buildings, rights-of-way and open spaces.
- Ensure that necessary security, screening and buffering devices are attractively designed and are compatible with the overall design of the Redevelopment Project Area.
- Use signage and other devices to create a unified industrial identity for the Redevelopment Project Area to facilitate the marketability of property.



## IV.

*Blighted Area Conditions Existing In The  
Redevelopment Project Area.*

The Act states that a "Blighted Area" means any improved or vacant area within the boundaries of a redevelopment project area located within the territorial limits of the municipality where, if improved, industrial, commercial and residential buildings or improvements, because of a combination of five (5) or more of the following factors: age; dilapidation; obsolescence; deterioration; illegal use of individual structures; presence of structures below minimum code standards; excessive vacancies; overcrowding of structures and community facilities; lack of ventilation, light or sanitary facilities; inadequate utilities; excessive land coverage; deleterious land-use or layout; depreciation of physical maintenance; or lack of community planning, is detrimental to the public safety, health, morals or welfare. If vacant, the sound growth of the taxing districts is impaired by (1) a combination of two (2) or more of the following factors; obsolete platting of the vacant land; diversity of ownership of such land; tax and special assessment delinquencies on such land; flooding on all or part of such vacant land; deterioration of structures or site improvements in neighboring areas adjacent to the vacant land, or (2) the area immediately prior to becoming vacant qualified as a blighted improved area, or (3) the area consists of an unused quarry or unused quarries, or (4) the area consists of unused rail yards, rail tracks or railroad rights-of-way, or (5) the area, prior to its designation, is subject to chronic flooding which adversely impacts on real property in the area and such flooding is substantially caused by one (1) or more improvements in or in proximity to the area which improvements have been in existence for at least five (5) years, or (6) the area consists of an unused disposal site, containing earth, stone, building debris or similar material, which was removed from construction, demolition, excavation or dredge sites, or (7) the area is not less than fifty (50) nor more than one hundred (100) acres and seventy-five percent (75%) of which is vacant, notwithstanding the fact that such area has been used for commercial agricultural purposes within five (5) years prior to the designation of the redevelopment project area, and which areas meets at least one (1) of the factors itemized in provision (1) above, and the area has been designated as a town or village center by ordinance or comprehensive plan adopted prior to January 1, 1982, and the area has not been developed for that designated purpose. All factors must indicate that the area on the whole has not been subject to growth and development through investments by private enterprise, and will not be developed without action by the City.

Based upon surveys, site inspections, research and analysis by Louik/Schneider & Associates, Inc., The Lambert Group, Inc. and Pacific Construction Services, the Redevelopment Project Area qualifies as a Blighted Area as defined by the Act. A separate report, entitled "City of Chicago Roosevelt/Cicero Tax Increment Finance Program Eligibility Study" dated October 1997 (the "Eligibility Report"), is attached as (Sub)Exhibit 5 to this Plan and describes in detail the surveys and analyses undertaken and the basis for the finding that the Redevelopment Project Area qualifies as a Blighted Area under the Act. Summarized below are the findings of the Eligibility Report.

#### Summary of Eligibility Factors:

The Redevelopment Project Area (also referred to in this Plan as the "Study Area") consists of fifty-six (56) (full and partial) blocks and six hundred thirty-two (632) parcels covering five hundred thirty-one (531) acres. Of the five hundred thirty-one (531) acres of the Study Area, the land-use percentage breakdown is as follows: industrial -- ninety percent (90%), commercial -- five-tenths of one percent (.5%), residential -- two and five-tenths percent (2.5%), institutional -- one and five-tenths percent (1.5%) and vacant parcels -- five and five-tenths percent (5.5%).

It was determined that the Redevelopment Project Area would be qualified in two (2) ways. The twenty-nine (29) of the six hundred thirty-two (632) parcels referred to as the vacant portion of the Redevelopment Project Area will be qualified as a vacant Blighted Area. The remaining six hundred eleven (611) parcels in the Redevelopment Project Area will be referred to as the improved portion of the Redevelopment Project Area and will be qualified as an improved Blighted Area.

The vacant portion of the Redevelopment Project Area exhibits either the first criteria category listed below or two (2) of the criteria of the second category listed below which would allow for a finding of a vacant Blighted Area as defined in the Act. Specifically:

- The area consists of an unused disposal site containing debris from construction, demolition, excavation or dredge sites.
- A combination of two (2) or more of the following factors: obsolete platting of the vacant land; diversity of ownership of such land; tax and special assessment delinquencies on such land; flooding on all or part of such vacant land; and deterioration of structures or site improvements in neighboring areas adjacent to the vacant land.

Throughout the improved portion of the Redevelopment Project Area, nine (9) of the fourteen (14) blighted area eligibility criteria are present in varying degrees. Six (6) factors are present to a major extent and three (3) are present to a minor extent. The nine (9) factors that have been identified in the Redevelopment Project Area are as follows:

Major extent:

- Age.
- Obsolescence.
- Deterioration.
- Structure below minimum code.
- Deleterious land use or layout.
- Depreciation of physical maintenance.

Minor extent:

- Dilapidation.
- Excessive vacancies.
- Excessive land coverage.

The conclusions for each of the factors that are present within the Redevelopment Project Area are summarized below.

Conclusion.

The conclusion of the consultant team is that the number, degree and distribution of Blighted Area eligibility factors as documented in this report warrant the designation of the Study Area as a vacant and improved Blighted Area as set forth in the Act. Specifically:

- Of the seven (7) blighting factor categories set forth in the Act for vacant land, where one (1) is required for a finding of blight, such factor was found, and where two (2) or more of five (5) factors is required, at least two (2) are present in the vacant portion of the Study Area.
- Of the fourteen (14) blighting factors set forth in the Act for improved land, of which five (5) are required for a find of blight, nine (9) are present, six (6) to a major extent and three (3) to a minor extent.
- The Blighted Area factors that are present are reasonably distributed throughout the Area.
- All the blocks except for blocks that have active rail lines (16 15 501, 16 15 502, 16 22 500, 16 17 500, 16 22 501 and 16 22 502) within the Study Area exhibit the presence of vacant and improved Blighted Area eligibility factors.

While it may be concluded that the mere presence of the stated eligibility factors in this Section IV may be sufficient to make a finding of qualification as a Blighted Area, this evaluation was made on the basis that the factors must be present to an extent that would lead reasonable persons to conclude that public intervention is appropriate or necessary. In addition, the distribution of Blighted Area eligibility factors throughout the Study Area must be reasonable so that a basically good area is not arbitrarily found to be a Blighted Area simply because of proximity to an area which exhibits Blighted Area factors. All blocks (except for the previously mentioned blocks that have active rail lines) in the Study Area evidence the presence of some of the eligibility factors.

Additional research indicates that the area on the whole has not been subject to growth and development as a result of investments by private enterprise, and will not be developed without action by the City. Specifically:

- (Sub)Exhibit 2 -- Building Permit Requests, contains a summary of the building permit requests for new construction and major renovation from the City of Chicago. Building permit requests for new construction and renovation for the Study Area from 1993 -- 1997 total Three Million Two Hundred Thousand Six Hundred Eighty-six Dollars (\$3,200,686). On an annual basis from 1993 -- 1996, this represents only three and five tenths percent (3.5%) of assessed value in the Study Area. Of the sixteen (16) permits issued, one (1) permit was issued for One Million Nine Hundred Thousand Dollars (\$1,900,000). This permit is not representative of the typical request for building permits in the Study Area. Eight (8) of the remaining fifteen (15) (fifty-three percent

(53%)) permits issued were valued at less than Ten Thousand Dollars (\$10,000). Three (3) (twenty percent (20%)) permits were issued from Ten Thousand One Dollars (\$10,001) -- One Hundred Thousand Dollars (\$100,000) and the remaining four (4) (twenty-seven percent (27%)) for more than One Hundred Thousand Dollars (\$100,000).

- Additionally, there were twenty-five (25) demolition permits issued for the Study Area. The number of demolition permits has increased on a yearly basis except for 1994; in 1993 -- four (4), 1994 - - one (1), 1995 -- five (5), 1996 -- eight (8). As of June of 1997, seven (7) demolition permits were already issued.
- The Study Area is comprised primarily of industrial uses, residential uses and vacant land with some commercial uses. The equalized assessed value (E.A.V.) for all property in the City of Chicago increased from Twenty-seven Billion Nine Hundred Sixty-four Million One Hundred Twenty-seven Thousand Eight Hundred Twenty-six Dollars (\$27,964,127,826) in 1992 to Thirty Billion Seven Hundred Seventy-three Million Three Hundred One Thousand Five Hundred Twenty-one Dollars (\$30,773,301,521) in 1996, a total of ten and five hundredths percent (10.05%) or an average of two and fifty-one hundredths percent (2.51%) per year. Over the last four (4) years, from 1992 to 1996, the Study Area has experienced an overall E.A.V. increase of six and twenty-five hundredths percent (6.25%) from Forty-five Million Four Hundred Thirty-eight Thousand Five Hundred Eighty-seven Dollars (\$45,438,587) in 1992 to Forty-eight Million Two Hundred Seventy-nine Thousand Four Hundred Nineteen Dollars (\$48,279,419) in 1996, an average increase of one and fifty-six hundredths percent (1.56%) per year.

The analysis above was based upon data assembled by Louik/Schneider & Associates, Inc., The Lambert Group, Inc. and Pacific Construction Services.

The surveys, research and analysis conducted include:

1. exterior surveys of the conditions and use of the Redevelopment Project Area;
2. field surveys of environmental conditions covering streets, sidewalks, curbs and gutters, lighting, traffic, parking facilities, landscaping, fences and walls and general property maintenance;
3. comparison of current land uses to current zoning ordinance and the current zoning maps;

4. historical analysis of site uses and users;
5. analysis of original and current platting and building size layout;
6. review of previously prepared plans, studies and data;
7. analysis of building permits from 1993 -- 1997 and building code violations from 1992 -- 1997 requested from the Department of Buildings for all parcels in the Redevelopment Project Area; and
8. evaluation of the equalized assessed values in the Redevelopment Project Area from 1992 to 1996.

Based upon the findings of the Eligibility Study for the Roosevelt/Cicero Redevelopment Project Area, the Redevelopment Project Area on the whole has not been subject to growth and development through investment by private enterprise and would not reasonably be anticipated to be developed without the adoption of this Redevelopment Plan.

## V.

### *Roosevelt/Cicero Redevelopment Plan And Project.*

#### A. General Land-Use Plan.

The Land-Use Plan, Map 4, identifies the proposed land uses that will be in effect upon adoption of this Plan. The major land-use category for the Redevelopment Project Area is industrial. The location of all major thoroughfares and major street rights-of-way are subject to change and modification as specific redevelopment projects are undertaken.

Almost all of the Redevelopment Project Area is located within the boundaries of the West Industrial Corridor as delineated in the City's *Corridors of Industrial Opportunity: A Plan for Industry in Chicago's West Side*. Part of the City's intent with regard to the formulation of the West Industrial Corridor as well as the other industrial corridor plans was to create a comprehensive, citywide industrial land-use policy in order to focus and coordinate its economic development efforts in Chicago's existing industrial employment centers.

This Plan, and the proposed projects described herein, will be approved by the Chicago Plan Commission prior to its adoption by the City Council, and is consistent with the City's *Corridors of Industrial Opportunity: A Plan for Industry in Chicago's West Side*. Following is a discussion of the rationale supporting the determination of the major land uses.

#### Industrial.

The primary land-use proposed within the Redevelopment Project Area is industrial in support of the City's industrial-oriented policies and regulations for the general area. The specific types of industrial land uses proposed for the industrial portions of the Redevelopment Project Area reflect the uses allowed under the zoning regulations for the Redevelopment Project Area as presented in the 1996 Chicago Zoning Ordinance.

#### Institutional.

Institutional land uses include property utilized by public agencies, departments or governments for their own use. Existing institutional land uses within the Redevelopment Project Area include a Chicago Public School Athletic Field and a State of Illinois Drivers Training Facility. The specific types of institutional land uses proposed for the institutional portions of the Redevelopment Project Area reflect the uses allowed under the zoning regulations for the Redevelopment Project Area as presented in the 1996 Chicago Zoning Ordinance.

#### B. Redevelopment Plan And Project.

The primary intent of this Redevelopment Plan and Project is to build upon the work that the City has already undertaken within the broader West Industrial Corridor to preserve and enhance the existing industrial areas. The Redevelopment Plan and Project will allow the City to proactively implement its policies to protect, attract and support industrial investment within the Redevelopment Project Area. Additionally, the Redevelopment Plan and Project will help to eliminate those existing blighting conditions within the Redevelopment Project Area.

It is the City's intention to promote new industrial development as well as the protection and enhancement of existing industries.

This Redevelopment Plan and Project incorporates the use of tax increment revenues to stimulate or stabilize the Redevelopment Project Area through the planning and programming of improvements. The underlying Plan strategy is to develop a public improvement program using tax increment financing, as well as other funding sources available to the City, that reinforces and encourages further private investment. This public improvement program can basically be categorized as follows:

- improving the functionality of the Redevelopment Project Area's physical environment through infrastructure improvements;
- enhancing the marketability of the Redevelopment Project Area as an industrial center by creating an industrial identity, beautifying the physical environment, and improving the attractiveness of the Redevelopment Project Area;
- strengthening the Redevelopment Project Area's competitiveness as an industrial location by assisting new and existing industrial businesses in locating, expanding or modernizing their facilities within the Redevelopment Project Area; and
- enhance the Corridor through cohesive management.

Specific public and private redevelopment strategies to achieve the purpose, goals and objectives of this Redevelopment Plan and Project are described in the following sections.

#### Improving Functionality.

While the Redevelopment Project Area is ideally situated from a transportation standpoint given its proximity to the Eisenhower Expressway, its location on the CSX and Belt Line Railroads, and its accessibility to downtown, there are numerous impediments which impact traffic flow. These impediments include low viaducts, insufficient lanes to accommodate traffic, inadequate roadway surfaces for industrial traffic, insufficient turning radii for truck traffic at certain intersections and lack of separation between industrial and residential traffic. To address these problems, the following redevelopment strategies are recommended.

#### Public Strategies:

- Improve the turning radii at problem intersections, or reconfigure such intersections, along major arterial streets to better accommodate industrial traffic to, from and within the Redevelopment Project Area.



- Install turning lanes and/or turn signals, where feasible, at busy intersections along major streets within the Redevelopment Project Area to ease traffic congestion.
- Reconstruct or resurface major and feeder streets within the Redevelopment Project Area to accommodate industrial traffic.
- Investigate traffic management tools such as one-way streets, cul-de-sacs and diverters as ways to manage industrial traffic or as ways to assemble larger tracks of land for industrial uses.
- Upgrade or close viaducts that are too low to accommodate truck heights.
- Upgrade non-roadway infrastructure where necessary.
- Work with the transit agencies, through the appropriate City departments, to facilitate access to public transit and the installation of transit amenities such as bus shelters.
- Improve the visibility of pedestrian crossings at problem locations to ensure pedestrian safety.

Private Strategies:

- Provide sufficient off-street parking for employees and visitors.
- Investigate the re-design of truck docks to accommodate interstate trucks so that trucks do not extend into the right-of-way or impede traffic flow when backing into docks.

Enhancing Marketability As An Industrial Center.

To compete with modern, attractive suburban industrial parks, the Redevelopment Project Area's physical character must be enhanced. To achieve this, the following redevelopment strategies are recommended.

Public Strategies:

- Establish a unified and attractive system of identifiable gateways within the Redevelopment Project Area that clearly reflects the area's industrial nature.

- Use a variety of methods such as banners, streetscaping, signage and lighting to carry forward the unifying industrial theme throughout the Redevelopment Project Area.
- Improve the attractiveness of the public areas within the Redevelopment Project Area through landscaping and other means.
- Improve the safety of the Redevelopment Project Area through demolition of abandoned and undeveloped properties, demolition assistance to owners of unused and undevelopable properties, upgraded lighting, increased police presence and other improvements and services.

Private Strategies:

- Use existing organizations and resources to market the industrial property within the Redevelopment Project Area as a unified modern industrial park.
- Promote the Redevelopment Project Area's amenities that are well suited to industrial development and redevelopment.
- Create an attractive physical environment on private property that will encourage other development within the Redevelopment Project Area.
- Consider using existing public programs such as special service financing to provide a higher level of public services or special services that are not provided by the public sector.
- Employ private security patrols to supplement police activities to increase the area's security.

Strengthening The Project Area's Competitiveness As An Industrial Center.

The Redevelopment Project Area suffers from constraints affecting industrial development and from competition from modern suburban industrial parks. The potential for redevelopment as an industrial location must be strengthened in order for it to be competitive. The following strategies are recommended to achieve that goal.

Public Strategies:

- Facilitate the assembly of vacant land and underutilized properties to create development sites for industrial users.

- Encourage the adaptive reuse of existing vacant or underutilized industrial buildings to create uses compatible with the existing industrial development.
- Facilitate the rehabilitation and reuse of vacant or outmoded industrial buildings for new industrial uses through the use of established public programs.
- Demolish obsolete and abandoned buildings to create available space for new construction or expansion of existing businesses.
- Ensure that large vacant and underutilized properties and sites are reserved for industrial activities through the use of appropriate government controls.
- Ensure that private development is well designed and occurs in a planned and cohesive manner through the use of appropriate government controls.
- Facilitate the remediation of environmental contaminants as necessary.
- Facilitate the creation of job training opportunities to assist the city's work force in obtaining the skills needed to fill available jobs generated by companies located in the Redevelopment Project Area.

Private Strategies:

- Buffer unsightly areas located on private property through the use of aesthetic screening.
- Support public agencies in the creation of job training programs to enhance the work force's skills necessary to obtain jobs generated by companies within the Redevelopment Project Area.
- Provide job training, job readiness training and other skill enhancing programs for employees.
- Provide adequate security measures to protect employees and visitors on private property.

- Maintain and enhance private property in an attractive manner.

Enhance The Corridor Through Cohesive Management.

Public Strategies:

- Establish clear lines of communication and control with the Corridor's management group to permit the Corridor's management to effectively respond to constituents' concerns.

Private Strategies:

- Create a management organization responsible for directing and accomplishing the Corridor's plan.
- Establish clear lines of communication and control with the City to permit the Corridor's management associations to effectively respond to constituents' concerns.
- Promote job development/training/placement to maximize employment opportunities for local residents.
- Expand constituent interest and support for the Corridor plan and initiatives.

C. Estimated Redevelopment Project Activities And Costs.

The City proposes to realize its goals and objectives of redevelopment through public finance techniques, including but not limited to tax increment financing, and by undertaking certain activities and incurring certain costs. Such activities may include some or all of the following:

1. Analysis, Administration, Studies, Legal, Et Al. Funds may be used by the City or provided for activities including the long-term management of the Redevelopment Plan and Project as well as the costs of establishing the program and designing its components. Funds may be used by the City or provided for costs of studies, surveys, development of plans and specifications, implementation and administration of the redevelopment plan, including but not limited to staff and professional service costs for architectural, engineering, legal, marketing, financial, planning, environmental or other services,

provided, however, that no charges for professional services may be based on a percentage of the tax increment collected.

2. **Assemblage of Sites.** To achieve the revitalization of the Redevelopment Project Area, the City of Chicago is authorized to acquire property, clear the property of any and all improvements, if any, engage in other site preparation activities and either (a) sell, lease or convey such property for private redevelopment or (b) sell, lease or dedicate such property for construction of public improvements or facilities. Land assemblage by the City may be by purchase, exchange, donation, lease or eminent domain. The City may pay for a private developer's cost of acquisition of land and other property, real or personal, or rights or interests therein, demolition of buildings, and the clearing and grading of land. Acquisition of land for public rights-of-way may also be necessary for the portions of said rights-of-way that the City does not own.

In connection with the City exercising its power to acquire real property, including the exercise of the power of eminent domain, under the Act in implementing the Plan, the City will follow its customary and otherwise required procedures of having each such acquisition recommended by the Community Development Commission (or any successor commission) and authorized by the City Council of the City.

As a necessary part of the redevelopment process, the City may hold and secure property which it has acquired and place it in temporary use until such property is scheduled for disposition and redevelopment. Such uses may include, but are not limited to, project office facilities, parking or other uses the City may deem appropriate.

In connection with the City exercising its power to acquire real property, including the exercise of the power of eminent domain, under the Act in implementing the Plan, the City will follow its customary and otherwise required procedures of having each such acquisition recommended by the Community Development Commission (or any successor commission) and authorized by the City Council of the City.

3. **Rehabilitation Costs.** The costs for rehabilitation, reconstruction or repair or remodeling of existing public or private buildings or fixtures including, but not limited to, provision of facade improvements for the purpose of improving the facades of privately held properties, may be funded.

4. Provision of Public Improvements and Facilities. Adequate public improvements and facilities may be provided to service the entire Redevelopment Project Area. Public improvements and facilities may include, but are not limited to:
  - a. Provision for streets, public rights-of-ways and public transit facilities.
  - b. Provision of utilities necessary to serve the redevelopment area.
  - c. Public landscaping.
  - d. Public landscape/buffer improvements, street lighting and general beautification improvements in connection with public improvements.
  - e. Public open space.
5. Job Training and Related Educational Programs. Funds may be used by the City or made available for programs to be created for Chicago residents so that they may take advantage of the employment opportunities in the Redevelopment Project Area.
6. Financing Costs. Financing costs, including but not limited to all necessary and incidental expenses related to the issuance of obligations and which may include payment of interest on any obligations issued under the act accruing during the estimated period of construction of any redevelopment project for which such obligations are issued and for not exceeding thirty-six (36) months thereafter and including reasonable reserves related thereto, may be funded.
7. Capital Costs. All or a portion of a taxing district's capital costs resulting from the redevelopment project necessarily incurred or to be incurred in furtherance of the objectives of the Redevelopment Plan and Project, to the extent the municipality by written agreement accepts and approves such costs, may be funded.
8. Provision for Relocation Costs. Funds may be used by the City or made available for the relocation expenses of public facilities and for private property owners and

tenants of properties relocated or acquired by the City (or a developer) for redevelopment purposes.

9. Payment in lieu of Taxes.
10. Costs of Job Training. Funds may be provided for costs of job training, advanced vocational education or career education, including but not limited to courses in occupational, semi-technical or technical fields leading directly to employment, incurred by one or more taxing districts, provided that such costs a) are related to the establishment and maintenance of additional job training, advanced vocational education or career education programs for persons employed or to be employed by companies located in a redevelopment project area; and b) when incurred by a taxing district or taxing districts other than the municipality, are set forth in a written agreement by or among the municipality and the taxing district or taxing districts, which agreement describes the program to be undertaken, including but not limited to the number of employees to be trained, a description of the training and services to be provided, the number and type of positions available or to be available, itemized costs of the program and sources of funds to pay for the same, and the term of the agreement. Such costs include, specifically, the payment by community college districts of costs pursuant to Sections 3-37, 3-38, 3-40 and 3-40.1 of the Public Community College Act (as defined in the Act) and by school districts of costs pursuant to Sections 10-22.20a and 10-23-3a of The School Code (as defined in the Act).
11. Interest Costs. Funds may be provided to developers or redevelopers for a portion of interest costs incurred in the construction of a redevelopment project. Interest costs incurred by a developer or redeveloper related to the construction, renovation or rehabilitation of a redevelopment project may be funded provided that:
  - a) such costs are to be paid directly from the special tax allocation fund established pursuant to the Act;
  - b) such payments in any one year may not exceed thirty (30) percent of the annual interest costs incurred by the developer or the redeveloper with regard to the redevelopment project during that year;

- c) if there are not sufficient funds available in the special tax allocation fund to make the payment pursuant to this paragraph (11) then the amounts due shall accrue and be payable when sufficient funds are available in the special tax allocation fund; and
  - d) the total of such interest payments paid pursuant to the Act may not exceed thirty (30) percent of the total of 1) costs paid or incurred by the developer or redeveloper for the redevelopment project plus 2) redevelopment project costs excluding any property assembly costs and any relocation costs incurred by a municipality pursuant to the Act.
12. New Construction Costs. Funds may not be used by the City for the construction of new privately-owned buildings.
13. Redevelopment Agreements. The City may enter into redevelopment agreements with private developers or redevelopers, which may include but not be limited to, terms of sale, lease or conveyance of land, requirements for site improvements, public improvements, job training and interest subsidies. In the event that the City determines that construction of certain improvements is not financially feasible, the City may reduce the scope of the proposed improvements.

To undertake these activities, redevelopment project costs will be incurred. "Redevelopment project costs" (hereafter referred to as the "Redevelopment Project Costs") mean the sum total of all reasonable or necessary costs incurred or estimated to be incurred, and any such costs incidental to this Plan pursuant to the Act. The estimated Redevelopment Project Costs are shown in Table 1. The total Redevelopment Project Costs provide an upper limit on expenditures (exclusive of capitalized interest, issuance costs, interest and other financing costs). Within this limit, adjustments may be made in line items without amendment to this Plan. The costs represent estimated amounts and do not represent actual City commitments or expenditures.

The estimated Redevelopment Project Costs are shown in Table 1. The total Redevelopment Project Costs.

Table 1 -- (Estimated Redevelopment Project Costs) represents those eligible project costs in the Act. These upper limit expenditures are potential costs to be expended over the maximum twenty-three (23) year life of the Redevelopment Project Area. These funds are subject to the amount of projects and incremental tax revenues generated in the Redevelopment Project Area and the City's



willingness to fund proposed projects on a project by project basis.

D. Sources Of Funds To Pay Redevelopment Project Costs.

Funds necessary to pay for Redevelopment Project Costs are to be derived principally from tax increment revenues, proceeds of municipal obligations which are secured principally by tax increment revenues, and/or possible tax increment revenues from adjacent redevelopment project areas created under the Act. There may be other sources of funds that the City may elect to use to pay for Redevelopment Project Costs or other obligations issued to pay for such costs; these sources include, but are not limited to, state and federal grants, developer contributions and land disposition proceeds generated from the Redevelopment Project Area. The City may incur Redevelopment Project Costs which are paid for from funds of the City other than incremental taxes, and the City may then be reimbursed for such costs from incremental taxes.

The tax increment revenue that may be used to secure municipal obligations or pay for eligible Redevelopment Project Costs shall be the incremental real property tax revenue. Incremental real property tax revenue is attributable to the increase in the current equalized assessed value of each taxable lot, block, tract or parcel of real property in the Redevelopment Project Area over and above the initial equalized assessed value of each such property in the Redevelopment Project Area. Without the use of such tax incremental revenues, the Redevelopment Project Area would not reasonably be anticipated to be developed.

The Roosevelt/Cicero Redevelopment Project Area may be or become contiguous to, or be separated only by a public right of way from, other redevelopment project areas created under the Act. If the City finds that the goals, objectives and financial success of contiguous redevelopment project areas or those separated only by a public right of way are interdependent, the City may determine that it is in the best interest of the City and in furtherance of the purposes of the Act that net revenues from each such redevelopment project area be made available to support the other. The City therefore proposes to utilize net incremental revenues received from the Redevelopment Project Area to pay eligible redevelopment project costs, or obligations issued to pay such costs, in other contiguous redevelopment project areas, or those separated only by a public right of way, and vice versa. The amount of revenue from the Roosevelt/Cicero Redevelopment Project Area made available to support such contiguous redevelopment project areas or those separated only by a public right of way, when added to all amounts used to pay eligible Redevelopment Project Costs within the Roosevelt/Cicero Redevelopment Project Area, shall not at any time exceed the total Redevelopment Project Costs described in Table 1 of this

#### Redevelopment Plan.

The Redevelopment Project Area may become contiguous to, or be separated only by a public right of way from, redevelopment project areas created under the Industrial Jobs Recovery Law (65 ILCS 5/11-74.6-1, et seq.). If the City finds that the goals, objectives and financial success of such contiguous redevelopment project areas or those separated only by a public right of way are interdependent with those of the Redevelopment Project Area, the City may determine that it is in the best interests of the City and in furtherance of the purposes of the Plan that net revenues from the Redevelopment Project Area be made available to support any such redevelopment project area, and vice versa. The City therefore proposes to utilize net incremental revenues received from the Redevelopment Project Area to pay eligible redevelopment project costs (which are eligible under the Industrial Jobs Recovery Law referred to above) in any such areas, and vice versa. Such revenues may be transferred or loaned between the Redevelopment Project Area and such areas. The amount of revenue from the Redevelopment Project Area so made available, when added to all amounts used to pay eligible Redevelopment Project Costs within the Redevelopment Project Area or other areas as described in the preceding paragraph, shall not at any time exceed the total Redevelopment Project Costs described in Table 1 of this Plan.

#### E. Issuance Of Obligations.

To finance Redevelopment Project Costs, the City may issue general obligation bonds or obligations secured by the anticipated tax increment revenue generated within the Redevelopment Project Area, or the City may permit the utilization of guarantees, deposits and other forms of security made available by private sector developers to secure such obligations. In addition, a municipality may pledge toward payment of such obligations any part or any combination of the following: 1) net revenues of all or part of any redevelopment project; 2) taxes levied and collected on any or all property in the municipality; 3) the full faith and credit of the municipality; 4) a mortgage or part or all of the Redevelopment Project Area; or 5) any other taxes or anticipated receipts that the municipality may lawfully pledge.

All obligations issued by the City pursuant to this Plan and the Act shall be retired within twenty-three (23) years (by the year 2020) from the adoption of the ordinance approving the Redevelopment Project Area. Also, the final maturity date of any such obligations which are issued may not be later than twenty (20) years from their respective dates of issue. One (1) or more series of obligations may be sold at one (1) or more times in order to implement this Plan. The amounts payable in any year as principal and interest on all obligations issued

by the City pursuant to the Plan and the Act shall not exceed the amounts available, or projected to be available, from tax increment revenues and from such bond sinking funds or other sources of funds (including ad valorem taxes) as may be provided by ordinance. Obligations may be of a parity or senior/junior lien nature. Obligations issued may be serial or term maturities, and may or may not be subject to mandatory, sinking fund or optional redemptions.

Tax increment revenues shall be used for the scheduled and/or early retirement of obligations, and for reserves, bond sinking funds and Redevelopment Project Costs, and, to the extent that real property tax increment is not used for such purposes, shall be declared surplus and shall then become available for distribution annually to taxing districts in the Redevelopment Project Area in the manner provided by the Act.

**F. Most Recent Equalized Assessed Valuation Of Properties In The Redevelopment Project Area.**

The total 1996 equalized assessed valuation for the entire Redevelopment Project Area is Forty-eight Million Two Hundred Seventy-nine Thousand Four Hundred Nineteen Dollars (\$48,279,419). After verification by the County Clerk of Cook County, this amount will serve as the "Initial Equalized Assessed Valuation" from which all incremental property taxes in the Redevelopment Project Area will be calculated by the County. The 1996 E.A.V. of the Redevelopment Project Area is summarized by permanent index number (P.I.N.) in Table 2 -- 1996 Equalized Assessed Valuation of this Redevelopment Plan.

**G. Anticipated Equalized Assessed Valuation.**

By the year 2004, when it is estimated that the projected development, based on currently known information, will be completed and fully assessed, the estimated equalized assessed valuation of real property within the Redevelopment Project Area is estimated at between Fifty-five Million Dollars (\$55,000,000) and Seventy Million Dollars (\$70,000,000). These estimates are based on several key assumptions, including: 1) all currently projected industrial development will be completed in 2004; 2) the market value of the anticipated developments will increase following completion of the redevelopment activities described in the Redevelopment Plan and Project; 3) the most recent State Multiplier of 2.1517 as applied to 1996 assessed values will remain unchanged; 4) for the duration of the project, the tax rate for the entire Redevelopment Project Area is assumed to be the same and will remain unchanged from the 1996 level; and 5) growth from reassessments of existing

properties will be at a rate of two and five-tenths percent (2.5%) per year with a reassessment every three (3) years. Although development in the Redevelopment Project Area is likely to occur after 2004, it is not possible to estimate with accuracy the effect of such future development on the E.A.V. for the Redevelopment Project Area. In addition, as described in Section N of the Plan, "Phasing and Scheduling of Redevelopment", public improvements may be necessary in furtherance of the Plan throughout the twenty-three (23) year period that the Plan is in effect.

#### H. Lack Of Growth And Development Through Investment By Private Enterprise.

As described in the Blighted Area Conditions Section of this Redevelopment Plan, the Redevelopment Project Area as a whole is adversely impacted by the presence of numerous factors, and these factors are reasonably distributed throughout the Redevelopment Project Area. The Redevelopment Project Area on the whole has not been subject to growth and development through investment by private enterprise. The lack of private investment is evidenced by continued existence of the factors referenced above and the lack of new development projects initiated or completed with the Redevelopment Project Area.

The lack of growth and investment by the private sector is supported by the trend in the equalized assessed valuation (E.A.V.) of all the property in the Redevelopment Project Area. The E.A.V. for all property in the City of Chicago increased from Twenty-seven Billion Nine Hundred Sixty-four Million One Hundred Twenty-seven Thousand Eight Hundred Twenty-six Dollars (\$27,964,127,826) in 1992 to Thirty Billion Seven Hundred Seventy-three Million Three Hundred One Thousand Five Hundred Twenty-one Dollars (\$30,773,301,521), a total of ten and five hundredths percent (10.05%) or an average of two and fifty-one hundredths percent (2.51%) per year. Over the last four (4) years, from 1992 to 1996, the Redevelopment Project Area has experienced an overall increase of six and twenty-five hundredths percent (6.25%), from Forty-five Million Four Hundred Thirty-eight Thousand Five Hundred Eighty-seven Dollars (\$45,438,587) in 1992 to Forty-eight Million Two Hundred Seventy-nine Thousand Four Hundred Nineteen Dollars (\$48,279,419) in 1996, an average increase of one and fifty-six hundredths percent (1.56%) per year.

A summary of the building permit requests for new construction and major renovation from the City of Chicago is found in (Sub)Exhibit 3 -- Building Permit Requests. Building permit requests for new construction and renovation for the Study Area from 1993--1997 totaled Three Million Two Hundred Thousand Six Hundred Eighty-six Dollars (\$3,200,686). On an annual basis from 1993--1996,

this represents only three and five-tenths percent (3.5%) of assessed value in the Study Area. Of the sixteen (16) permits issued, one (1) permit was issued for One Million Nine Hundred Thousand Dollars (\$1,900,000). This permit is not representative of the typical request for building permits in the Study Area. Eight (8) of the remaining fifteen (15) (fifty-three percent (53%)) permits issued were valued at less than Ten Thousand Dollars (\$10,000). Three (3) (twenty percent (20%)) permits were issued from Ten Thousand One Dollars (\$10,001) -- One Hundred Thousand Dollars (\$100,000) and the remaining four (4) (twenty-seven percent (27%)) for more than One Hundred Thousand Dollars (\$100,000). Additionally, there were twenty-five (25) demolition permits issued during the same time period.

It is clear from the study of this area that private investment in revitalization and redevelopment has not occurred to overcome the Blighted Area conditions that currently exist. The Redevelopment Project Area is not reasonably expected to be developed without the efforts and leadership of the City, including the adoption of this Redevelopment Plan.

#### 1. Financial Impact Of The Redevelopment Project.

Without the adoption of this Redevelopment Plan and tax increment financing, the Redevelopment Project Area is not reasonably expected to be redeveloped by private enterprise. There is a real prospect that the Blighted Area conditions will continue and are likely to spread, and the surrounding area will become less attractive for the maintenance and improvement of existing buildings and sites. The possible erosion of the assessed value of property, which would result from the lack of a concerted effort by the City to stimulate revitalization and redevelopment, could lead to a reduction of real estate tax revenue to all taxing districts. If successful, the implementation of the Redevelopment Plan may enhance the values of properties within and adjacent to the Redevelopment Project Area.

Sections A, B and C of this Plan describe the comprehensive redevelopment program proposed to be undertaken by the City to create an environment in which private investment can occur. The Redevelopment Plan and Project will be staged with various developments taking place over a period of years. If the Redevelopment Plan and Project is successful, various new private projects will be undertaken that will assist in alleviating the blighting conditions which caused the Redevelopment Project Area to qualify as a Blighted Area under the Act, creating new jobs and promoting development in the Redevelopment Project Area.

The Redevelopment Plan and Project expected to have minor financial impacts on the taxing districts affected by the Redevelopment Plan. During the period when tax increment financing is utilized in furtherance of this Plan, real estate tax increment revenues (from the increases in E.A.V. over and above the certified initial E.A.V. established at the time of adoption of this Redevelopment Plan) will be used to pay eligible redevelopment project costs for the Redevelopment Project Area. Incremental revenues will not be available to these taxing districts during this period. When the Redevelopment Project Area is no longer in place, the real estate tax revenues will be distributed to all taxing districts levying taxes against property located in the Redevelopment Project Area.

#### J. Demand On Taxing District Services.

The following major taxing districts presently levy taxes on properties located within the Redevelopment Project Area: City of Chicago; Chicago Board of Education District 299; Chicago School Finance Authority; Chicago Park District; Chicago Community College District 508; Metropolitan Water Reclamation District of Greater Chicago; County of Cook; and Cook County Forest Preserve District.

The proposed Redevelopment Plan and Project involves the assemblage of vacant and underutilized land, and new construction and rehabilitation of industrial and commercial buildings. Therefore, as discussed below, the financial burden of the Redevelopment Plan and Project on taxing districts is expected to be negligible.

The proposed industrial uses, should not cause increased demand for services or capital improvements on any of the taxing districts named above except for the Metropolitan Water Reclamation District and the City of Chicago. Replacement of vacant and under utilized land with active and more intensive uses will result in additional demands on services and facilities provided by the Metropolitan Water Reclamation District. However, it is expected that any increase in demand for treatment of sanitary and storm sewage associated with the Redevelopment Project Area can be adequately handled by existing treatment facilities maintained and operated by the Metropolitan Water Reclamation District. Any additional cost to the City of Chicago for police, fire protection and sanitation services will be minimal since commercial and other mixed-use developments will privately pay for the majority of the costs of these services (i.e., sanitation services).

K: Program To Address Financial And Service Impacts:

As described in detail in prior sections of this Plan, the complete scale and amount of development in the Redevelopment Project Area cannot be predicted with complete certainty at this time and the demand for services provided by the affected taxing districts cannot be quantified at this time. As a result, the City has not developed, at present, a specific plan to address the impact of the Redevelopment Plan and Project on taxing districts.

As indicated in Section C and Table 1, Estimated Redevelopment Project Costs of the Redevelopment Plan and Project, the City may provide public improvements and facilities to service the Redevelopment Project Area. Potential public improvements and facilities provided by the City may mitigate some of the additional service and capital demands placed on taxing districts as a result of the implementation of this Redevelopment Plan and Project.

L. Provisions for Amending Action plan.

The Roosevelt/Cicero Redevelopment Project Area Tax Increment Finance Program Redevelopment Plan and Project may be amended pursuant to the provisions of the Act.

M. Fair Employment Practices, Affirmative Action Plan and Prevailing Wage Agreement.

The City is committed to, and will affirmatively implement the following principles with respect to the Redevelopment Project Area.

1. The assurance of equal opportunity in all personnel and employment action with respect to the Redevelopment Plan and Project, including but not limited to hiring, training, transfer, promotion, discipline, fringe benefits, salary, employment working conditions, termination, et cetera, without regard to race, color, religion, sex, age, handicapped status, national origin, creed or ancestry.
2. Redevelopers will meet City of Chicago standards for participation of Minority Business Enterprise and Woman Business Enterprises and the City Resident Construction Worker Employment Requirement as required in Redevelopment Agreements.

3. This commitment to affirmative action and non discrimination will ensure that all members of the protected groups are sought out to compete for all job openings and promotional opportunities.
4. Redevelopers will meet City of Chicago standards for the prevailing wage rate as ascertained by the Illinois Department of Labor to all project employees.

#### N. Phasing and Scheduling of Redevelopment.

A phased implementation strategy will be used to achieve a timely and orderly redevelopment of the Redevelopment Project Area. It is expected that over the twenty-three (23) years that this Plan is in effect for the Redevelopment Project Area, numerous public/private improvements and developments can be expected to take place. The specific time frame and financial investment will be staged in a timely manner. Development within the Redevelopment Project Area intended to be used for industrial and commercial purposes will be staged consistently with the funding and construction of infrastructure improvements, and private sector interest in new industrial facilities. City expenditures for Redevelopment Project Costs will be carefully staged on a reasonable and proportional basis to coincide with expenditures in redevelopment by private developers. The estimated completion date of the Redevelopment Project shall be no later than twenty-three (23) years from the adoption of the ordinance by the City Council approving the Redevelopment Project Area.

[Tables 1 and 2 referred to in this Roosevelt/Cicero  
Redevelopment Plan printed on pages 35261  
through 35277 of this Journal.]

[Maps 1, 2, 3 and 4 constitute (Sub)Exhibit 4 to this  
Roosevelt/Cicero Redevelopment Plan and are  
printed on pages 35294 through  
35297 of this Journal.]

[(Sub)Exhibits 1 and 3 referred to in this  
Roosevelt/Cicero Redevelopment Plan  
printed on pages 35278 through  
35293 of this Journal.]



[(Sub)Exhibit 2 referred to in this Roosevelt/Cicero  
Redevelopment Plan constitutes Exhibit "C"  
to the ordinance and is printed on pages  
35257 through 35259 of this Journal.]

(Sub)Exhibit 5 referred to in this Roosevelt/Cicero Redevelopment Plan reads as follows:

*(Sub)Exhibit "5".*  
*(To Roosevelt/Cicero Redevelopment Plan)*

*Roosevelt/Cicero*

*Tax Increment Finance Program.*

*Eligibility Study.*

*I.*

*Introduction.*

Louik/Schneider and Associates, Inc. has been retained by the City of Chicago to conduct an independent initial study and survey of the proposed redevelopment area known as the Roosevelt/Cicero Area, Chicago, Illinois (the "Study Area"). The purpose of the study is to determine whether the fifty-six (56) blocks in the Study Area qualify for designation as a "Blighted Area" for the purpose of establishing a tax increment financing district, pursuant to the Illinois Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, et seq., as amended (the "Act"). This report summarizes the analysis and findings of the consultants' work, which is the responsibility of Louik/Schneider and Associates, Inc.. Louik/Schneider and Associates, Inc. has prepared this report with the understanding that the City would rely 1) on the findings and

conclusions of this report in proceeding with the designation of the Study Area as a redevelopment project area under the Act, and 2) on the fact that Louik/Schneider and Associates, Inc. has obtained the necessary information to conclude that the Study Area can be designated as a redevelopment project area in compliance with the Act.

Following this introduction, Section II presents background information of the Study Area including the area location, description of current conditions and site history. Section III explains the Building Condition Assessment and documents the qualifications of the Study Area as a Blighted Area under the Act. Section IV, Summary and Conclusions, presents the findings.

This report was jointly prepared by Louik/Schneider and Associates, Inc., The Lambert Group, Inc. and Pacific Construction Services.

## II.

### *Background Information.*

#### A. Location.

The Roosevelt/Cicero Study Area is located on the west side of the City of Chicago, approximately five (5) miles from the central business district. The Study Area contains approximately five hundred thirty-one (531) acres and consists of fifty-six (56) (full and partial) blocks.

The boundaries of the Study Area are shown on Map 1 -- Project Boundary Map, and the existing land uses are identified on Map 2 -- Existing Land-Uses.

#### B. Description Of Current Conditions.

The Study Area consists of fifty-six (56) (full and partial) blocks and six hundred thirty-two (632) parcels covering five hundred thirty-one (531) acres. Of the five hundred thirty-one (531) acres of the Study Area, the land-use percentage breakdown is as follows: industrial -- ninety percent (90%), commercial -- five-tenths of one percent (.5%), residential -- two and five-tenths percent (2.5%), institutional -- one and five-tenths percent (1.5%) and vacant parcels -- five and five-tenths percent (5.5%).

Much of the Study Area is in need of redevelopment, rehabilitation and revitalization and is characterized by:

- deteriorated and dilapidated buildings and site improvements;
- difficult and inadequate ingress and egress;
- current and past obsolescence;
- inadequate infrastructure; and
- other blighting characteristics.

Additionally, a lack of growth and investment by the private sector is evidenced by 1) the building permit requests for the Study Area, and 2) the overall increase of equalized assessed valuation ("E.A.V.") of the property in the study Area during the period from 1992 to 1996. Specifically:

- (Sub)Exhibit 2 -- Building Permit Requests, contains a summary of the building permit requests for new construction and major renovation from the City of Chicago. Building permit requests for new construction and renovation for the Study Area from 1993 -- 1996 totaled Three Million Two Hundred Thousand Six Hundred Eighty-six Dollars (\$3,200,686). On an annual basis from 1993 -- 1996, this represents only three and five-tenths percent (3.5%) of assessed value in the Study Area. Of the sixteen (16) permits issued, one (1) permit was issued for One Million Nine Hundred Thousand Dollars (\$1,900,000). This permit is not representative of the typical request for building permits in the Study Area. Eight (8) of the remaining fifteen (15) (fifty-three percent (53%)) permits issued were valued at less than Ten Thousand Dollars (\$10,000). Three (3) (twenty percent (20%)) permits were issued from Ten Thousand One Dollars (\$10,001) -- One Hundred Thousand Dollars (\$100,000) and the remaining four (4) (twenty-seven percent (27%)) for more than One Hundred Thousand Dollars (\$100,000).
- Additionally, there were twenty-five (25) demolition permits issued for the Study Area. The number of demolition permits has increased on a yearly basis except for 1994; in 1993 -- four (4), 1994 -- one (1), 1995 -- five (5), 1996 -- eight (8). As of June of 1997, seven (7) demolition permits were already issued.
- The Study Area is comprised primarily of industrial, residential uses and vacant land with some commercial. The E.A.V. for all property in the City of Chicago increased from Twenty-seven Billion Nine Hundred Sixty-four Million One Hundred Twenty-seven Thousand Eight

Hundred Twenty-six Dollars (\$27,964,127,826), in 1992 to Thirty Billion Seven Hundred Seventy-three Million Three Hundred One Thousand Five Hundred Twenty-one Dollars (\$30,773,301,521) in 1996, a total of ten and five hundredths percent (10.05%) or an average of two and fifty-one hundredths percent (2.51%) per year. Over the last four (4) years from 1992 to 1996, the Study Area has experienced an overall increase of six and twenty-five hundredths percent (6.25%), from Forty-five Million Four Hundred Thirty-eight Thousand Five Hundred Eighty-seven Dollars (\$45,438,587) in 1992 to Forty-eight Million Two Hundred Seventy-nine Thousand Four Hundred Nineteen Dollars (\$48,279,419) in 1996, an average increase of one and fifty-six hundredths percent (1.56%) per year.

It is clear from the study of this area that private investment in revitalization and redevelopment has not occurred to overcome the Blighted Area conditions that currently exist. The Study Area is not reasonably expected to be developed without the efforts and leadership of the City, including the adoption of the Redevelopment Plan and Project.

#### C. Area History And Profile.

The Study Area is located within the broader area of the West Side Industrial Corridor which is one of Chicago's oldest, largest and most diverse industrial corridors according to City plans. Historically, much of the Study Area has been occupied by industrial and industrial-related uses which had located on the west side for a variety of reasons.

In 1981, a small section of the Redevelopment Project Area located between B.O.C.T. Railroad, Roosevelt Road, Kostner Avenue, and the Belt Line Railroad was designated as a Blighted Commercial Area (see Map 4 -- Roosevelt/Kostner Redevelopment Project Area). In 1991, that original area was expanded to include Lexington Avenue and West Fifth Street on the north, Roosevelt Road on the south, the Belt Line Railroad and Kildare Avenue on the east and Cicero Avenue on the west. The expanded area was designated as the Roosevelt/Kostner Redevelopment Project Area by the Community Development Commission.

According to the City's *Corridors of Industrial Opportunity: A Plan for Industry in Chicago's West Side*, "The industrial activity of the corridor developed as Chicago's central business district became too costly and congested for wholesale and warehousing operations. As a result, at the turn of the century, industry began to locate along the Belt Railway. Simultaneously, 5<sup>th</sup> Avenue

and Pulaski Road attracted light manufacturing activities. Heavier industry such as the Sunbeam Corporation became predominant employers in the area."

According to the Roosevelt/Cicero Model Industrial Corridor Strategic Plan, "The Corridor, like the adjoining Lawndale Neighborhood, has deteriorated greatly since the 1950s. Major corporations, including Alden's and Sunbeam, vacated primary facilities. Numerous smaller companies have also left the area leaving a patchwork of abandoned buildings, vacant sites and remaining businesses. Renewed use of the Alden's Headquarters (5000 West Roosevelt) and Sunbeam Plant (Sungate Park) together with the South Kilbourn Avenue area, suggest a continuing vitality for the Roosevelt/Cicero Corridor. Excellent access to highway and rail, a centralized metropolitan location and relatively good infrastructure are the Corridor's major strengths. High crime rates, obsolete facilities and a deteriorated physical environment, including blighted conditions, are the most detrimental characteristics of the Corridor."

According to the draft "Preliminary Implementation Plan -- Roosevelt Cicero Industrial Corridor", "North Lawndale faced numerous catastrophes in the 1960s, usually resulting in deteriorating social, economic and physical climate. When riots followed the Martin Luther King assassination in 1968, a substantial number of businesses along Roosevelt Road were destroyed by fire and other store owners moved out as insurance companies canceled their policies or increased premiums. The businesses haven't been replaced". "In 1969, International Harvester closed its tractor works, resulting in a loss of three thousand four hundred (3,400) jobs. Between 1950 and 1970 it is believed that North Lawndale lost seventy-five percent (75%) of its businesses and twenty-five percent (25%) of their jobs. Throughout the 1970s, as Zenith and Sunbeam electronics factories shut down, and the Copenhagen Snuff plant closed, eighty percent (80%) of the area's manufacturing jobs disappeared along with forty-four percent (44%) of the retail and service jobs. The downturn continued through the 1980s as Western Electric disappeared completely by 1985, and Sears closed its Homan Avenue complex in 1987, resulting in a loss of one thousand eight hundred (1,800) jobs."

Although there are a few signs of revitalization -- the renewed use of the Alden's and Sunbeam facilities and the residential development at Homan Square, the area continues to suffer from severe blight and vacancy.

The continuing decline of the City's industrial base and the loss of industrial jobs threatens the health of Chicago's economy and the public's welfare. Without the use of tax increment financing, the Study Area will continue to decline in its physical environment and disinvestment in industrial facilities will also continue.

#### D. Existing Land Use And Zoning Characteristics.

The Study Area continues to reflect the industrial land-use patterns first evidenced along the west side of the City during the 19<sup>th</sup> century. At the present time, the existing land uses are predominantly industrial in nature. In addition to industry, the Study Area is home to residential uses and a small scattering of commercial. These land-use patterns are reflective of the underlying zoning. The majority of property within the Study Area is zoned for light to medium industrial uses (M1-1, M1-2, M2-2, M2-3, M2-4, M3-3). There are small sections of the following zoning districts within the Study Area: commercial (C1-2) at the southeast corner of 16<sup>th</sup> Street and Kostner Avenue, business (B2-1) south of Taylor Street, between Pulaski Road and Springfield Avenue and two residential [R3, R4] districts one on the south side of Fillmore Street between Kildare Avenue and Keeler Avenue and another on Kilbourn Avenue between 14<sup>th</sup> and 15<sup>th</sup> Streets on the west side of the street and on both the east and west sides between 15<sup>th</sup> and 16<sup>th</sup> Streets. (see Map 2 -- Existing Land Uses)

### III.

#### *Qualification As A Blighted Area.*

##### A. Illinois Tax Increment Act.

The Act authorizes Illinois municipalities to redevelop locally designated deteriorated areas through tax increment financing. In order for an area to qualify as a tax increment financing district, it must first be designated as a Blighted Area, a Conservation Area ( or a combination of the two) or an Industrial Park Conservation Area.

As set forth in the Act, "a Blighted Area means any improved or vacant area within the boundaries of a redevelopment project area located within the territorial limits of the municipality where, if improved, industrial, commercial and residential buildings or improvements, because of a combination of five (5) or more of the following factors: age; dilapidation; obsolescence; deterioration; illegal use of individual structures; presence of structures below minimum code standards; excessive vacancies; overcrowding of structures and community facilities; lack of ventilation, light or sanitary facilities; inadequate utilities; excessive land coverage; deleterious land-use or layout; depreciation of physical maintenance; or lack of community planning, are detrimental to the public safety, health, morals or welfare or, if vacant, the sound growth of the taxing districts is impaired by (1) a combination of two (2) or more of the following factors: obsolete platting of the vacant land; diversity of ownership of such land; tax and special assessment delinquencies on such land; flooding on all or part of such vacant land; deterioration of structures or site improvements in neighboring areas adjacent to the vacant land, or (2) the area immediately prior to becoming vacant qualified as a blighted improved area, or (3) the area consists of an unused quarry or unused quarries, or (4) the area consists of unused rail yards, rail tracks or railroad rights-of-way, or (5) the area, prior to its designation, is subject to chronic flooding which adversely impacts on real property in the area and such flooding is substantially caused by one or more improvements in or in proximity to the area which improvements have been in existence for at least five (5) years, or (6) the area consists of an unused disposal site, containing earth, stone, building debris or similar material, which was removed from construction, demolition, excavation or dredge sites, or (7) the area is not less than 50 nor more than one hundred 100 acres and seven-five percent (75%) of which is vacant, notwithstanding the fact that such area has been used for commercial agricultural purposes within five (5) years prior to the designation of the redevelopment project area, and which area meets at least (1) one of the factors itemized in provision (1) above, and the area has been designated as a town or village center by ordinance or comprehensive plan adopted prior to January 1, 1982, and the area has not been developed for the designated purpose." The Act also states that, "all factors must indicate that the area on the whole has not been subject to growth and development through investments by private enterprise", and will not be developed without action by the City..

On the basis of this approach, the Roosevelt/Cicero Study Area will be considered eligible for designation as a vacant and improved Blighted Area within the requirements of the Act.

#### B. Survey, Analysis And Distribution Of Eligibility Factors.

Exterior surveys were conducted of all of the six hundred thirty-two (632) parcels located within the Study Area. An analysis was made of each of the Blighted Area eligibility factors contained in the Act to determine their presence in the Study Area. This exterior survey examined not only the condition and use of buildings but also included conditions of streets, sidewalks, curbs, gutters, lighting, vacant land, underutilized land, parking facilities, landscaping, fences and walls and general maintenance. In addition, an analysis was conducted of existing site coverage and parking, land-uses, zoning and their relationship to the surrounding area.

It was determined that the Study Area would be qualified in two (2) ways. Twenty-nine (29) of the six hundred thirty-two (632) parcels are referred to as the vacant portion of the Study Area and will be qualified as a vacant Blighted Area. The remaining six hundred three (603) parcels in the Study Area will be referred to as the improved portion of the Study Area and will be qualified as a improved Blighted Area.

A block-by-block analysis of the fifty-six (56) blocks was conducted to identify the eligibility factors (see Exhibit 4 -- Distribution of Criteria Matrix). Each of the factors is present to a varying degree. The following three (3) levels are identified:

- Not present -- indicates that either the condition did not exist or that no evidence could be found or documented during the survey or analyses.
- Present to a minor extent -- indicates that the condition did exist, but its distribution or impact was limited.
- Present to a major extent -- indicated that the condition did exist and was present throughout the area (block-by-block basis) and was at a level to influence the Study Area and adjacent and nearby parcels of property.

#### C. Building Evaluation Procedure.

This section will identify how the buildings within the Study Area are evaluated.



#### How Building Components And Improvements Are Evaluated:

During the field survey, all components of the improvements to the subject buildings were examined to determine whether they were in sound condition or had minor, major or critical defect. These examinations were completed to determine whether conditions existed to evidence the presence of any of the following related factors: dilapidation, deterioration or depreciation of physical maintenance.

Building components and improvements examined were of two (2) types:

##### Primary Structural Components.

These include the basic elements of any building or improvement including foundation walls, load bearing walls and columns, roof and roof structure.

##### Secondary Components.

These are components generally added to the primary structural components and are necessary parts of the building and improvements, including porches and steps, windows and window units, doors and door units, facade, chimneys and gutters and downspouts.

Each primary and secondary component and improvement was evaluated separately as a basis for determining the overall condition of the building and surrounding area. This evaluation considered the relative importance of specific components within the building and the effect that deficiencies in components and improvements have on the remainder of the building.

Once the buildings are evaluated, they are classified as identified in the following section.

##### Building Component And Improvement Classifications.

The four (4) categories used in classifying building components and improvements and the criteria used in evaluating structural deficiencies are described as follows:

1. Sound. Building components and improvements which contain no defects are adequately maintained and require no treatment outside of normal ongoing maintenance.

2. Requiring Minor Repair -- Depreciation Of Physical Maintenance. Building components and improvements which contain defects (loose or missing material or holes and cracks over a limited area) which often may be corrected through the course of normal maintenance. Minor defects have no real effect on either primary or secondary components and improvements and correction of such defects may be accomplished by the owner or occupants, such as pointing masonry joints over a limited area or replacement of less complicated components and improvements. Minor defects are not considered in rating a building as structurally substandard.
3. Requiring Major Repair -- Deterioration. Building components and improvements which contain major defects over a widespread area and would be difficult to correct through normal maintenance. Buildings and improvements in this category would require replacement or rebuilding of components and improvements by people skilled in the building trades.
4. Critical -- Dilapidated. Building components and improvements which contain major defects (bowing, sagging, or settling to any or all exterior components, for example) causing the structure to be out-of-plumb, or broken, loose or missing material and deterioration over a widespread area so extensive that the cost of repair would be excessive.

D. Vacant Blighted Area Eligibility Factors:

The vacant portion of the Study Area contains four (4) vacant tracts of land, representing twenty-nine (29) parcels (see Map 3).

Tract Number 1, the largest of the four (4) tracts is approximately fourteen and five-tenths (14.5) acres and is located between 5<sup>th</sup> Avenue on the north, Roosevelt Road on the south, Kostner Avenue on the west and Kildare Avenue on the east. This tract contains thirteen (13) vacant contiguous parcels.

Tract Number 2 is the smallest tract, approximately two and three-tenths (2.3) acres. It is located immediately to the east of Tract Number 1 and is bounded by Taylor Street on the north, the Burlington railroad to the south, Kildare Avenue to the west and Keeler Avenue to the east. Tract Number 2 contains twelve (12) vacant contiguous parcels.

Tract Number 3 is located near the south end of the Study Area between the C.T.A. rail line on the north, Cermak Road on the south, Kilbourn Avenue on the west and Kostner Avenue on the east and is approximately three and seventy-five hundredths (3.75) acres. This tract contains a single vacant parcel.

Tract Number 4 is approximately six and five-tenths (6.5) acres and is located near the western boundary of the project area between Fillmore Street on the north, Roosevelt Road on the south, Waller Avenue on the west and Central Avenue on the east. This tract contains three (3) vacant contiguous parcels.

Each of the four (4) tracts within the Study Area qualifies as a vacant Blighted Area based on the following criteria from the act which are set forth below:

Tract Number 1.

|               |               |               |               |
|---------------|---------------|---------------|---------------|
| 16 15 415 002 | 16 15 415 019 | 16 15 425 010 | 16 15 501 003 |
| 16 15 415 003 | 16 15 415 020 | 16 15 425 015 |               |
| 16 15 415 012 | 16 15 415 021 | 16 15 501 001 |               |
| 16 15 415 013 | 16 15 415 022 | 16 15 501 002 |               |

The Area Consists Of Unused Disposal Site Containing Debris From Construction, Demolition, Excavation Or Dredge Sites.

Tract Number 1 is covered with debris and construction materials, and is engulfed with waste resulting from fly-dumping. This first tract is the location of the highly publicized "Silver Shovel" scandal. It contained approximately six hundred thousand (600,000) cubic yards of abandoned debris. A Phase I and Phase II Environmental Site Assessment have been completed of the site. The site will be entered into the Illinois Environmental Protection Agency's -- Site Remediation Program in November, 1997. Remediation of the site, expected to cost about Two Hundred Thousand Dollars (\$200,000).

A Combination Of Two (2) Or More Of The Following Factors: Obsolete Platting Of The Vacant Land; Diversity Of Ownership Of Such Land; Tax And Special Assessment Delinquencies On Such Land; Flooding On All Or Part Of Such Vacant Land; Deterioration Of Structures Or Site Improvements In Neighboring Areas Adjacent To The Vacant Land.

1. Obsolete Platting Of Vacant Land.

1. Obsolete Platting Of Vacant Land.

This vacant portion of the Study Area consists of twelve (12) parcels, six (6) of which exhibit obsolete platting. Three (3) of the parcels are of insufficient size for contemporary industrial uses. Two (2) parcels are "land-locked" and accessible from adjacent parcels only. The last parcel is L-shaped making industrial development extremely unlikely to occur. Therefore, obsolete platting is a factor within this vacant portion of the Study Area.

2. Diversity Of Ownership Of Vacant Land.

Of the twelve (12) parcels in Tract Number 1, there are three (3) different property owners. The number of different owners would impede the ability of a developer to assemble the land for development meeting contemporary development standards.

Tract Number 3.

16 22 313 034

The Area Consists Of Unused Disposal Site Containing Debris From Construction Demolition, Excavation Or Dredge Sites.

Tract Number 3 is covered with debris and construction materials, and is engulfed with waste resulting from fly-dumping. Debris and construction materials are present in significant amounts and waste resulting from fly-dumping is present.

Tract Number 2 and Tract Number 4.

| Tract Number 2. |               | Tract Number 4. |
|-----------------|---------------|-----------------|
| 16 15 419 001   | 16 15 419 007 | 16 17 413 010   |
| 16 15 419 002   | 16 15 419 008 | 16 17 413 017   |
| 16 15 419 003   | 16 15 419 009 | 16 17 413 019   |
| 16 15 419 004   | 16 15 419 010 |                 |
| 16 15 419 005   | 16 15 419 011 |                 |
| 16 15 419 006   | 16 15 501 004 |                 |

A Combination Of Two (2) Or More Of The Following Factors: Obsolete Platting Of The Vacant Land; Diversity Of Ownership Of Such Land; Tax And Special Assessment Delinquencies On Such Land; Flooding On All Or Part Of Such Vacant Land; Deterioration Of Structures Or Site Improvements In Neighboring Areas Adjacent To The Vacant Land.

1. Obsolete Platting Of Vacant Land.

In Tract Number 2, obsolete platting is present. Of the twelve (12) parcels, ten (10) are of insufficient size for contemporary industrial users.

2. Diversity Of Ownership Of Vacant Land.

In each tract, diversity of ownership is present. Of the twelve (12) parcels in Tract Number 2, there are four (4) property owners. Of the three (3) parcels in Tract Number 4, each property is owned by a separate entity. The number of different owners would impede the ability of a developer to assemble the land for development meeting contemporary development standards.

3. Deterioration Of Structures Or Site Improvement In Neighboring Areas Adjacent To The Vacant Land.

Tract Number 2 is located to the previously mentioned tract that includes the highly publicized "Silver Shovel" dumping site. In addition, this tract is generally surrounded by poorly maintained properties. Tract Number 4 is located immediately east of several dilapidated and partially demolished buildings fronting on Roosevelt Road and Menard Avenue and is generally surrounded by poorly maintained facilities. In each case, these conditions adversely affect the marketability of the property.

Conclusion.

Each of the four (4) vacant portions of the Study Area exhibits one (1) or more of the criteria which would allow for a finding of a vacant Blighted Area as defined in the Act.

E. Improved Blighted Area Eligibility Factors.

A finding may be made that the improved portion of the Study Area is a Blighted Area based on the fact that the area exhibits the presence of five (5) or more of the blighted area eligibility factors listed in Section A. This section examines each of the blighted area eligibility factors. The improved portion of the Study Area contains the remaining six hundred three (603) parcels.

#### 1. Age.

Age presumes the existence of problems or limiting conditions resulting from normal and continuous use of structures over a period of years. Since building deterioration and related structural problems are a function of time, temperature and moisture, structures that are thirty-five (35) years or older typically exhibit more problems than more recently constructed buildings.

There are one hundred ninety-six (196) of the two hundred thirty-three (233) (eighty-four and one-tenth percent (84.1%)) buildings in the Study Area that are at least thirty-five (35) years or older. Age is present to a major extent in forty-two (42) of the fifty-six (56) blocks.

#### Conclusion.

Age is present to a major extent in the Study Area. Age is present in one hundred ninety-six (196) of the two hundred thirty-three (233) (eighty-four and one-tenth percent (84.1%)) buildings and in forty-two (42) of the fifty-six (56) blocks in the Study Area. The results of the analysis of age are shown in Map 4.

#### 2. Dilapidation.

Dilapidation refers to an advanced state of disrepair of buildings and improvements. In August of 1997, Pacific Construction Services and The Lambert Group, Inc. conducted an exterior survey of all the structures and the condition of each of the buildings in the Study Area. The analysis of building dilapidation is based on the survey methodology and criteria described in the preceding section on "How Building Components and Improvements are Evaluated".

Based on exterior building surveys, it was determined that many buildings are dilapidated and exhibit major structural problems making them structurally substandard. These buildings are all in an advanced state of disrepair. Major masonry wall work is required where water and lack of maintenance has allowed buildings to incur structural damage. Since wood

elements require most maintenance of all exterior materials, these are the ones showing the greatest signs of deterioration.

Dilapidation is present primarily in both the residential and industrial structures in the Study Area. Its presence is seen as bowed and sagging walls in both homes and industrial buildings, as missing primary components, and as broken, loose or missing secondary components.

Dilapidation is present in eighty-two (82) of the two hundred thirty-three (233) (thirty-five and two-tenths percent (35.2%)) buildings. Dilapidation is present to a major extent in twenty-two (22) blocks and to a minor extent in eleven (11) blocks.

#### Conclusion.

Dilapidation is present to a minor extent in the Study Area. Dilapidation is present in eighty-two (82) of the two hundred thirty-three (233) (thirty-five and two-tenths percent (35.2%)) buildings and thirty-three (33) of the fifty-six (56) blocks. The results of the dilapidation analysis are presented in Map 5.

#### 3. Obsolescence.

Webster's New Collegiate Dictionary defines "obsolescence" as "being out of use; obsolete". "Obsolete" is further defined as "no longer in use; disused" or "of a type or fashion no longer current". These definitions are helpful in describing the general obsolescence of buildings or site improvements in the proposed Study Area. In making findings with respect to buildings and improvements, it is important to distinguish between functional obsolescence which relates to the physical utility of a structure, and economic obsolescence which relates to a property's ability to compete in the marketplace.

##### -- Functional Obsolescence.

Structures historically have been built for specific uses or purposes. The design, location, height and space arrangement are intended for a specific occupancy at a given time. Buildings and improvements become obsolete when they contain characteristics or deficiencies which limit the use and marketability of such buildings and improvements after the original use ceases. The characteristics

may include loss in value to a property resulting from an inherent deficiency existing from poor design or layout, the improper orientation of the building on its site, etc., which detracts from the overall usefulness or desirability of a property.

-- Economic Obsolescence.

Economic obsolescence is normally a result of adverse conditions which cause some degree of market rejection and, hence, depreciation in market values. Typically, buildings classified as dilapidated and buildings that contain vacant space are characterized by problem conditions which may not be economically curable, resulting in net rental losses and/or depreciation in market value.

Site improvements, including sewer and water lines, public utility lines (gas, electric and telephone), roadways, parking areas, parking structures, sidewalks, curbs and gutters, lighting, etc., may also evidence obsolescence in terms of their relationship to contemporary development standards for such improvements. Factors of obsolescence may include inadequate utility capacities, outdated designs, etc.

Obsolescence, as a factor, should be based upon the documented presence and reasonable distribution of buildings and site improvements evidencing such obsolescence.

Obsolete Building Types.

Obsolete buildings contain characteristics or deficiencies which limit their long-term sound use or reuse for the purpose for which they were built. Obsolescence in such buildings is typically difficult and expensive to correct. Obsolete building types have an adverse effect on nearby and surrounding developments and detract from the physical, functional and economic vitality of the area.

These structures are characterized by conditions indicating that they are incapable of efficient or economic use according to contemporary standards. These conditions include:



- multistory industrial buildings with large floor plates and antiquated building systems;
- an inefficient exterior configuration of the structures, including insufficient width, low ceiling heights and small size;
- inadequate access for contemporary systems of delivery and service, including both exterior building access and interior vertical systems;  
or
- single-purpose industrial use.

The obsolescence of building types is evidenced by the current demolition of several large, industrial structures in the district. Many of the large industrial buildings occupy the majority of or entire parcel. This diminishes their desirability for future use. Also, these older buildings are not cost-effective to upgrade for current standards of use and are typically expensive to maintain.

Obsolescence of building types is present in two hundred fourteen (214) of the two hundred thirty-three (233) (ninety-one and eight-tenths percent (91.8%)) buildings in the Study Area.

#### Obsolete Platting.

Obsolete platting includes parcels of irregular shape, narrow or small size, and parcels improperly platted within the Study Area blocks. Throughout the Study Area, particularly along Kilbourn Avenue between 15<sup>th</sup> Avenue and Cermak Road, there are parcels small in size twenty-five feet by one hundred twenty-five to one hundred fifty inches (25' x 125 -- 150") that have typically been utilized for residential structures yet are currently used for industrial buildings. Additionally, single buildings are located on multiple parcels. Development of the individual parcels is not possible without the development of the surrounding parcels.

Platting characteristics that are obsolete include the land adjacent to the rail spur running diagonally through the Study Area. Parcels appear to have been subdivided over time into various sizes and shapes. The resulting diverse platting creates parcels that are difficult to market. The land adjacent to the rail spur can only be used as open space, and therefore renders the parcels adjacent to the spur economically obsolete.

Obsolescence in platting is present in five hundred twenty (520) of six hundred three (603) (eighty-six and two-tenths percent (86.2%)) parcels in the Study Area.

#### Obsolete Site Improvements.

Site improvements, including sewer and water lines, public utility lines (gas, electric and telephone), roadways, parking areas, parking structures, sidewalks, curbs and gutters, lighting, etc., may also evidence obsolescence in terms of their relationship to contemporary development standards for such improvements. Factors of obsolescence may include inadequate utility capacities, outdated designs and others. Two hundred nine (209) of the two hundred seventy-six (276) (seventy-five and seven-tenths percent (75.7%)) parcels with sites improvements are obsolete.

Obsolescence of site improvements is present to a major extent in forty-three (43) of the fifty-six (56) blocks and present to a minor extent in five (5) blocks in the Study Area.

#### Conclusion.

Obsolescence is present to a major extent in the Study Area. Obsolescence is present in two hundred fourteen (214) of the two hundred thirty-three (233) (ninety-eight and eight-tenths percent (98.8%)) buildings; five hundred twenty (520) of the six hundred three (603) (eighty-six and two-tenths percent (86.2%)) parcels and forty-eight (48) of the fifty-six (56) blocks. The results of the obsolescence analysis are presented in Map 6.

#### 4. Deterioration.

Deterioration refers to any physical deficiencies or disrepair in buildings or site improvements requiring major treatment of repair.

Deterioration which is not easily correctable and cannot be repaired in the course of normal maintenance may be evident in buildings. Such buildings and improvements may be classified as requiring major or many minor repairs, depending upon the degree or extent of defects. This would include buildings with defects in the secondary building components (e.g., doors, windows, porches, gutters and downspouts, fascia materials, etc.), and defects in primary building components (e.g., foundations, frames, roofs, et cetera), respectively.

All buildings and site improvements classified as dilapidated are also deteriorated.

### Deterioration Of Buildings.

The analysis of building deterioration is based on the survey methodology and criteria described in the preceding section on "How Building Components and Improvements Are Evaluated". There are one hundred seventy-six (176) of the two hundred thirty-three (233) (seventy-five and five-tenths percent (75.5%)) buildings in the Study Area that are deteriorated.

The deteriorated buildings in the Study Area exhibit defects in both their primary and secondary components. For example, the primary components exhibiting defects include walls, roofs and foundations with loose or missing material (mortar, shingles), and holes and/or cracks in these components. The defects of secondary components include damage to windows, doors, stairs and/or porches; missing or cracked tuckpointing and/or masonry on the facade, chimneys, and others; missing parapets, gutters and/or downspouts; foundation cracks or settling; and other missing structural components.

Deteriorated buildings exist throughout the district. Many structures appear to be in reasonable condition upon first glance. However, further study (particularly of the portions not readily visible from the street front) reveals deteriorated building components (primary and secondary) are commonplace. Deterioration of windows, frames, doors, porch structures and brick is especially apparent in the area. The deterioration of a few properties was so extensive that we marveled that the building was occupied.

### Deterioration Of Parking And Surface Areas.

Field surveys were also conducted to identify the condition of the parcels without structures, of which two hundred fourteen (214) contain improved lots with no buildings (parking and outside storage), alleys and vacant lots. Of the two hundred fourteen (214) parcels, forty-nine (49) (twenty-two and nine-tenths percent (22.9%)) were classified as deteriorated. These parcels are characterized by uneven surfaces with insufficient gravel, vegetation growing through the parking surface, depressions and standing water, absence of curbs or guardrails, falling or broken fences and extensive debris. Furthermore, street and sidewalk deterioration is widespread. Street deterioration is very evident in the vicinity of the illegal dumpsites, presumably due to the repeated traffic of heavy trucks.

Deterioration can be found in three hundred twenty-seven (327) of the six hundred three (603) (fifty-four and two tenths percent (54.2%)) parcels. It is found to be present to a major extent in thirty-six (36) of the fifty-six (56) blocks and present to a minor extent in seven (7) blocks of the Study Area.

#### Conclusion.

Deterioration is present to a major extent in the Study Area. Deterioration is present in one hundred seventy-six (176) of the two hundred thirty-three (233) (seventy-five and five-tenths percent (75.5%)) buildings, in three hundred twenty-seven (327) of the six hundred three (603) (fifty-four and two-tenths percent (54.2%)) parcels and in forty-three (43) of the fifty-six (56) blocks. The results of the deterioration analysis are presented in Map 8.

#### 5. Illegal Use Of Individual Structures:

Illegal use of individual structures refers to the presence of uses or activities which are not permitted by law.

#### Conclusion.

A review of the Chicago Zoning Ordinance indicates that there are no illegal uses of the structures or improvements in the Study Area.

#### 6. Presence Of Structures Below Minimum Code Standards.

Structures below minimum code standards include all structures which do not meet the standards of zoning, subdivision, building, housing, property maintenance, fire or other governmental codes applicable to the property. The principal purposes of such codes are 1) to require buildings to be constructed in such a way as to sustain safety of loads expected from the type of occupancy, 2) to make buildings safe for occupancy against fire and similar hazards, and 3) to establish minimum standards essential for safe and sanitary habitation.

From January 1992 through February of 1997, one hundred twenty-five (125) of the two hundred thirty-three (233) (fifty-three and six-tenths percent (53.6%)) buildings have been cited for building code violations by the City of Chicago's Department of Buildings.

#### Conclusion.

Structures below minimum code standards are present to a major extent. Structures below minimum code standards have been identified in one hundred twenty-five (125) of the two hundred thirty-three (233) (fifty-three and six-tenths percent (53.6%)) buildings in the Study Area see Map 7.

#### 7. Excessive Vacancies.

Excessive vacancy refers to buildings which are unoccupied or underutilized and that exert an adverse influence on the area because of the frequency, duration or extent of vacancy. Excessive vacancies include properties which evidence no apparent effort directed toward their occupancy or underutilization.

Excessive vacancies occur in varying degrees throughout the Study Area. A building is considered to have excessive vacancies if at least fifty percent (50%) of the building is vacant or underutilized. There are vacancies in the following building types: commercial buildings and single-purpose industrial buildings. There are twenty-six (26) of the two hundred thirty-three (233) (eleven and two-tenths percent (11.2%)) buildings in the Study Area totally vacant or partially vacant (over fifty percent (50%)) buildings covering thirty-seven (37) parcels. Excessive vacancies are present to a major extent in nine (9) blocks and present to a minor extent in twenty-two (22) blocks of the Study Area.

#### Conclusion.

Excessive vacancies are present to a minor extent in the Study Area. Excessive vacancies can be found in twenty-six (26) of the two hundred thirty-three (233) (eleven and two-tenths percent (11.2%)) buildings and thirty-one (31) of the fifty-six (56) blocks, see Map 9.

#### 8. Overcrowding Of Structures And Community Facilities:

Overcrowding of structures and community facilities refers to utilization of public or private buildings, facilities, or properties beyond their reasonable or legally permitted capacity. Overcrowding is frequently found in buildings and improvements originally designed for a specific use and later converted to accommodate a more intensive use of activities without adequate provision for minimum floor area requirements, privacy, ingress and egress, loading and services, capacity of buildings systems, et cetera.

#### Conclusion.

Overcrowding of structures and community facilities was not found in the Study Area.

#### 9. Lack Of Ventilation, Light Or Sanitary Facilities:

Lack of ventilation, light or sanitary facilities refers to substandard conditions which adversely affect the health and welfare of building occupants, e.g., residents, employees or visitors. Typical requirements for ventilation, light and sanitary facilities include:

- adequate mechanical ventilation for air circulation in spaces/rooms without windows, i.e., bathrooms, and dust, odor or smoke-producing activity areas;
- adequate natural light and ventilation by means of skylights or windows or interior rooms/spaces, and proper window sizes and amounts by room area to window area ratios; and
- adequate sanitary facilities, i.e., garbage storage/enclosure, bathroom facilities, hot water and kitchens.

Lack of ventilation, light or sanitary facilities was found in eight (8) buildings in the Study Area. It was present to a major extent in one (1) block and to a minor extent in five (5) blocks.

#### Conclusion.

Based on the exterior surveys and analysis undertaken within the Study Area, lack of ventilation, light or sanitary facilities was identified in a very limited number of parcels and therefore is present to a limited extent.

#### 10. Inadequate Utilities.

Inadequate utilities refer to deficiencies in the capacity or condition of the infrastructure which services a property or area, including, but not limited to storm drainage, water supply, electrical power, streets, sanitary sewers, gas and electricity.

There were a few parking lots at industrial buildings which did not appear to have storm sewers. These parking lots evidently channel storm run-off water into the adjacent streets, which is not an adequate design.

#### Conclusion.

Based on the exterior surveys and analyzes undertaken within the Study Area, there is no evidence of inadequate utilities.

#### 11. Excessive Land Coverage.

Excessive land coverage refers to the over-intensive use of property and the crowding of buildings and accessory facilities onto a site. Problem conditions include buildings either improperly situated on the parcel or located on parcels of inadequate size and shape in relation to present-day standards of development for health and safety. The resulting inadequate conditions include such factors as insufficient provision for light and air, increased threat of spread of fires due to close proximity to nearby buildings, lack of adequate or proper access to a public right-of-way, lack of required off-street parking, and inadequate provision for loading and service. Excessive land coverage conditions have an adverse or blighting effect on nearby development.

Excessive land coverage occurs in one hundred ninety-eight (198) of the three hundred fifty-seven (357) (fifty-five and five-tenths percent (55.5%)) parcels with structures/buildings in the Study Area. Many multi-story buildings have been built from property line to property line, leaving no area for parking, open space or other amenities. Because these buildings cover virtually the entire parcel, there is an inadequate amount of space for off-street loading of residents, employees and/or customers. Excessive land coverage can be found to a major extent in eighteen (18) of the fifty-six (56) blocks and to a minor extent in sixteen (16) blocks of the Study Area.

#### Conclusion.

Excessive land coverage is present to minor extent in the Study Area. Excessive land coverage is present in eighty-eight (88) of the two hundred thirty-three (233) (thirty-seven and eight-tenths percent (37.8%)) buildings and in thirty-four (34) of the fifty-six (56) blocks. The results of the excessive land coverage analysis are presented in Map 10.

#### 12. Deleterious Land-Use Or Layout.

Deleterious land uses include all instances of incompatible land-use relationships, buildings occupied by inappropriate mixed uses, or uses which may be considered noxious, offensive or environmentally unsuitable. It also

includes residential uses which front on or are located near heavily traveled streets, thus causing susceptibility to noise, fumes and glare. Deleterious layout includes evidence of improper or obsolete platting of the land, inadequate street layout, and parcels of inadequate size or shape to meet contemporary development standards. It also includes evidence of poor layout of buildings on parcels and in relation to other buildings.

In the Study Area, deleterious land-use or layout is identified in three hundred ninety-five (395) of the six hundred three (603) (sixty-five and five-tenths (65.5%)) parcels. The district has many areas wherein busy industries are adjacent to groups of residences. The truck traffic and inadequate off-street car parking make these streets congested and hazardous. Furthermore, these residences are in noisy, littered, hectic settings. There are one hundred thirty-eight (138) parcels that exhibit this inappropriate use, such as residential next to industrial or residential on heavily traveled streets.

Deleterious land-use and layout can be found and is present to a major extent in thirty-four (34) of the fifty-six (56) blocks and to a minor extent in ten (10) blocks.

#### Conclusion.

Deleterious land-use and layout is present to a major extent in the Study Area. Deleterious land-use and layout is present in three hundred ninety-five (395) of the six hundred three (603) (sixty-five and five-tenths percent (65.5%)) parcels, and in forty-four (44) of the fifty-six (56) blocks. The results of the deleterious land-use and layout analysis are presented in Map 11.

#### 13. Depreciation Of Physical Maintenance.

Depreciation of physical maintenance refers to the effects of deferred maintenance and the lack of maintenance of buildings, parking areas and public improvements, including alleys, walks, streets and utility structures. The analysis of depreciation of physical maintenance is based on survey methodology and criteria described in the preceding section "How Building Components and Improvements Are Evaluated".

The entire Study Area is affected by lack of physical maintenance. Five hundred twelve (512) of the six hundred three (603) (eighty-four and nine-tenths (84.9%)) parcels, representing buildings, parking/storage areas and vacant land, evidence the presence of this factor.



The buildings (commercial, industrial, residential and mixed use) that evidence depreciation of physical maintenance exhibit problems such as unpainted or unfinished surfaces, peeling paint, loose or missing materials, broken windows, loose or missing gutters or down spouts, loose or missing shingles, overgrown vegetation and general lack of maintenance, et cetera. There are two hundred eight (208) of the two hundred thirty-three (233) (eighty-nine and three-tenths (89.3%)) buildings in the Study Area that are affected by depreciation of physical maintenance.

Depreciation of physical maintenance is widespread. This condition is noticeable on buildings, in parking lots, driveways and yards. The areas of illegal dumping especially demonstrate this condition. Many streets and public sidewalks are poorly maintained.

Depreciation of physical maintenance is present to a major extent in forty-eight (48) of the fifty-six (56) blocks and to a minor extent in one (1) block of the Study Area.

#### Conclusion.

Depreciation of physical maintenance is present to a major extent in the Study Area. Depreciation of physical maintenance is present in two hundred eight (208) of the two hundred thirty-three (233) (eighty-nine and three-tenths percent (89.3%)) buildings, five hundred twelve (512) of the six hundred three (603) (eighty-four and nine-tenths percent (84.9%)) parcels, and in forty-nine (49) of the fifty-six (56) blocks. The results of the depreciation of physical maintenance analysis are presented in Map 12.

#### 14. Lack Of Community Planning.

Lack of community planning may be a factor if the proposed redevelopment area was developed prior to or without the benefit of a community plan. This finding may be amplified by other evidence which shows the deleterious results of the lack of community planning, including adverse or incompatible land-use relationships, inadequate street layout, improper subdivision, and parcels of inadequate size or shape to meet contemporary development standards.

The Study Area has been the subject of numerous development plans, so lack of community planning is not evidenced.

### Conclusion.

Based on the exterior surveys and analyses undertaken within the Study Area, lack of community planning was not found in the Study Area.

### Summary.

Nine (9) Blighted Area eligibility criteria are present in varying degrees throughout the Study Area -- six (6) are present to a major extent and three (3) are present to a minor extent. The nine (9) Blighted Area eligibility factors that have been identified in the Study Area are as follows:

#### Major Extent:

- Age.
- Obsolescence.
- Deterioration.
- Structures below minimum code.
- Deleterious land-use or layout.
- Depreciation of physical maintenance.

#### Minor extent:

- Dilapidation.
- Excessive vacancies.
- Excessive land coverage.

#### IV.

##### *Summary And Conclusion.*

The conclusion of the consultant team is that the number, degree and distribution of Blighted Area eligibility factors as documented in this report warrant the designation of the Study Area as a vacant and improved Blighted Area as set forth in the Act. Specifically:

- Of the seven (7) blighting factors set forth in the Act for vacant land of which one (1) is required for a finding of blight, two (2) are present in the vacant portion of the Study Area.
- Of the fourteen (14) blighting factors set forth in the Act for improved land, of which five (5) are required for a finding of Blight, nine (9) are present, six (6) to a major extent and three (3) to a minor extent.
- The Blighted Area factors that are present are reasonably distributed throughout the Area.
- All the blocks except for blocks that have active rail lines (16 15 501, 16 15 502, 16 17 500, 16 22 500, 16 22 501 and 16 22 502) within the Study Area exhibit the presence of vacant and improved Blighted Area eligibility factors.

While it may be concluded that the mere presence of the stated eligibility factors in Section III may be sufficient to make a finding of qualification as a Blighted Area, this evaluation was made on the basis that the factors must be present to an extent that would lead reasonable persons to conclude that public intervention is appropriate or necessary. Secondly, the distribution of Blighted Area eligibility factors throughout the Study Area must be reasonable so that a basically good area is not arbitrarily found to be a Blighted Area simply because of proximity to an area which exhibits Blighted Area factors. All blocks (except for the previously mentioned blocks that active rail lines) in the Study Area evidence the presence of some of the eligibility factors.

Additional research indicates that the area on the whole has not been subject to growth and development as a result of investments by private enterprise, and will not be developed without action by the City. Specifically:

- Exhibit 2 -- Building Permit Requests, contains a summary of the building permit requests for new construction and major renovation from the City of Chicago. Building permit requests for new construction and renovation for the Study Area from 1993 -- 1997 totaled Three Million Two Hundred Thousand Six Hundred Eighty-six Dollars (\$3,200,686). On an annual basis from 1993 -- 1996, this represents only three and five-tenths percent (3.5%) of assessed value in the Study Area. Of the sixteen (16) permits issued, one (1) permit was issued for One Million Nine Hundred Thousand Dollars (\$1,900,000). This permit is not representative of the typical request for building permits in the Study Area. Eight (8) of the remaining fifteen (15) (fifty-three percent (53%)) permits issued were valued at less than Ten Thousand Dollars (\$10,000). Three (3) (twenty percent (20%)) permits were issued from Ten Thousand One Dollars (\$10,001) -- One Hundred Thousand Dollars (\$100,000) and the remaining four (4) (twenty-seven percent (27%)) for more than One Hundred Thousand Dollars (\$100,000).
- Additionally, were twenty-five (25) demolition permits issued for the Study Area. The number of demolition permits has increased on a yearly basis except for 1994; in 1993 -- four (4), 1994 -- one (1), 1995 -- five (5), 1996 -- eight (8). As of June of 1997, seven (7) demolition permits were already issued.
- The Study Area is comprised primarily of industrial uses, residential uses and vacant land with some commercial uses. The equalized assessed value (E.A.V.) for all property in the City of Chicago increased from Twenty-seven Billion Nine Hundred Sixty-four Million One Hundred Twenty-seven Thousand Eight Hundred Twenty-six Dollars (\$27,964,127,826) in 1992 to Thirty Billion Seven Hundred Seventy-three Million Three Hundred One Thousand Five Hundred Twenty-one Dollars (\$30,773,301,521) in 1996, a total of ten and five hundredths percent (10.05%) or two and fifty-one hundredths percent (2.51%) per year. Over the last four (4) years, from 1992 to 1996, the Study Area has experienced an overall E.A.V. increase of six and twenty-five hundredths percent (6.25%) from Forty-Five Million Four Hundred Thirty-eight Thousand Five Hundred Eighty-seven Dollars (\$45,438,587) in 1992 to Forty-eight Million Two Hundred Seventy-nine Thousand Four Hundred Nineteen Dollars (\$48,279,419) in 1996, an average increase of one and fifty-six hundredths percent (1.56%) per year.

The conclusions presented in this report are those of the consulting team. The local governing body should review this report and, if satisfied with the summary

of findings contained herein, adopt a resolution making a finding of a Blighted Area and making this report a part of the public record. The analysis above was based upon data assembled by Louik/Schneider & Associates, Inc., The Lambert Group, Inc. and Pacific Construction Services. The surveys, research and analysis conducted include:

1. exterior surveys of the conditions and use of the Study Area;
2. field surveys of environmental conditions covering streets, sidewalks, curbs and gutters, lighting, traffic, parking facilities, landscaping, fences and walls and general property maintenance;
3. comparison of current land uses to current zoning ordinance and the current zoning maps;
4. historical analysis of site uses and users;
5. analysis of original and current platting and building size layout;
6. review of previously prepared plans, studies and data;
7. analysis of building permits from 1993 -- 1997 and building code violations from 1992 -- 1997 requested from the Department of Buildings for all parcels in the Study Area; and
8. evaluation of the E.A.V.'s in the Redevelopment Project Area from 1992 to 1996.

The study and survey of the Study Area indicate that requirements necessary for designation as a Blighted Area are present.

Therefore, the Study Area is qualified as a Blighted Area to be designated as a redevelopment project area and eligible for Tax Increment Financing under the Act (see Exhibit 4 - Matrix of Blighted Factors).

[(Sub) Exhibit 1 (Legal Description) to this Roosevelt/Cicero Eligibility Study constitutes Exhibit "C" to the ordinance and is printed on pages 35257 through 35259 of this Journal.]

[(Sub)Exhibits 2, 3, 4 and 5 referred to in  
this Roosevelt/Cicero Eligibility Study  
printed on pages 35298 through  
35309 of this Journal.]

[Maps 1 through 12 constitute (Sub)Exhibit 6  
to this Roosevelt/Cicero Eligibility Study  
and printed on pages 35310  
through 35321 of  
this Journal.]

*Exhibit "B".*

(To Roosevelt/Cicero Redevelopment Project Area Ordinance)

State of Illinois )  
                          )SS.  
County of Cook )

Certificate.

I, Darlene Cowan the duly authorized, qualified and Assistant Secretary of the Community Development Commission of the City of Chicago, and the custodian of the records thereof, do hereby certify that I have compared the attached copy of a resolution adopted by the Community Development Commission of the City of Chicago at a regular meeting held on the ninth (9<sup>th</sup>) day of December, 1997, with the original resolution adopted at said meeting and recorded in the minutes of the Commission, and do hereby certify that said copy is a true, correct and complete transcript of said resolution.

Dated this tenth (10<sup>th</sup>) day of  
December, 1997.

(Signed) Darlene Cowan  
Assistant Secretary

Resolution 97-CDC-104 referred to in this Certification reads as follows:

*Community Development Commission*

*Of The*

*City Of Chicago*

*Resolution 97-CDC-104*

*Recommending To The City Council Of*

*The City Of Chicago*

*For The Proposed*

*Roosevelt/Cicero*

*Redevelopment Project Area:*

*Approval Of*

*A Redevelopment Plan*

*Designation Of A*

*Redevelopment Project Area*

*And*

*Adoption Of Tax Increment Allocation Financing.*

Whereas, The Community Development Commission (the "Commission") of the City of Chicago (the "City") has heretofore been appointed by the Mayor of the

City with the approval of its City Council ("City Council", referred to herein collectively with the Mayor as the "Corporate Authorities") (as codified in Section 2-124 of the City's Municipal Code) pursuant to Section 5/11-74.4-4(k) of the Illinois Tax Increment Allocation Redevelopment Act, as amended (65 ILCS 5/11-74.4-1, et seq.) (1993) (the "Act"); and

Whereas, The Commission is empowered by the Corporate Authorities to exercise certain powers enumerated in Section 5/11-74.4-4(k) of the Act, including the holding of certain public hearings required by the Act; and

Whereas, Staff of the City's Department of Planning and Development ("D.P.D.") has conducted or caused to be conducted certain investigations, studies and surveys of the Roosevelt/Cicero Redevelopment Project Area, the street boundaries of which are described on (Sub)Exhibit A hereto (the "Area"), to determine the eligibility of the Area as a redevelopment project area as defined in the Act (a "Redevelopment Project Area") and for tax increment allocation financing pursuant to the Act ("Tax Increment Allocation Financing"), and previously has presented to the Commission for its review the Roosevelt/Cicero Redevelopment Project Area Tax Increment Finance Program Redevelopment Plan and Project (the "Plan") (which has as an exhibit the Roosevelt/Cicero Tax Increment Finance Program Eligibility Study (the "Report"); and

Whereas, Prior to the adoption by the Corporate Authorities of ordinances approving a redevelopment plan, designating an area as a Redevelopment Project Area or adopting Tax Increment Allocation Financing for an area, it is necessary that the Commission hold a public hearing (the "Hearing") pursuant to Section 5/11-74.4-5(a) of the Act, convene a meeting of a joint review board (the "Board") pursuant to Section 5/11-74.4-5(b) of the Act, set the dates of such Hearing and Board meeting and give notice thereof pursuant to Section 5/11-74.4-6 of the Act; and

Whereas, The Plan [with the Report attached thereto] were made available for public inspection and review prior to the adoption by the Commission of Resolution 97-CDC-88 on October 7, 1997 fixing the time and place for the Hearing, at City Hall, 121 North LaSalle Street, Chicago, Illinois, in the following offices: City Clerk, Room 107 and Department of Planning and Development, Room 1000; and

Whereas, Notice of the Hearing by publication was given at least twice, the first publication being on November 5, 1997, a date which is not more than thirty (30) nor less than ten (10) days prior to the Hearing, and the second publication being on November 12, 1997, both in the *Chicago Sun-Times*, being a newspaper of general circulation within the taxing districts having property in the Area; and



Whereas, Notice of the Hearing was given by mail to taxpayers by depositing such notice in the United States mail by certified mail addressed to the persons in whose names the general taxes for the last preceding year were paid on each lot, block, track or parcel of land lying within the Area, on November 12, 1997, being a date not less than ten (10) days prior to the date set for the Hearing. Where taxes for the last preceding year were not paid, notice was also mailed to the persons last listed on the tax rolls as the owners of such property within the preceding three (3) years on November 12, 1997, being a date not less than ten (10) days prior to the date set for the Hearing; and

Whereas, Notice of the Hearing was given by mail to the Illinois Department of Commerce and Community Affairs ("D.C.C.A.") and members of the Board (including notice of the convening of the Board), by depositing such notice in the United States mail by certified mail addressed to D.C.C.A. and all Board members, on October 10, 1997, being a date not less than forty-five (45) days prior to the date set for the Hearing; and

Whereas, Notice of the Hearing and copies of the Plan (with the Report attached thereto) were sent by mail to taxing districts having taxable property in the Area, by depositing such notice and documents in the United States mail by certified mail addressed to all taxing districts having taxable property within the Area, on October 10, 1997, being a date not less than forty-five (45) days prior to the date set for the Hearing; and

Whereas, The Hearing was held on December 2, 1997 at 2:00 P.M. at City Hall, City Council Chambers, 121 North LaSalle Street, Chicago, Illinois, as the official public hearing and testimony was heard from all interested persons or representatives of any affected taxing district present at the Hearing and wishing to testify, concerning the Commission's recommendation to City Council regarding approval of the Plan, designation of the Area as a Redevelopment Project Area and adoption of Tax Increment Allocation Financing within the Area; and

Whereas, The Board meeting was convened on October 23, 1997 at 10:00 A.M. (being a date no more than fourteen (14) days following the mailing of the notice to all taxing districts on October 10, 1997) in Room 1003A, City Hall, 121 North LaSalle Street, Chicago, Illinois, to consider its advisory recommendation regarding the approval of the Plan, designation of the Area as a Redevelopment Project Area and adoption of Tax Increment Allocation Financing within the Area; and

Whereas, The Commission has reviewed the Plan (with the Report attached thereto), considered testimony from the Hearing, if any, the recommendation of the Board, if any, and such other matters or studies as the Commission deemed

necessary or appropriate in making the findings set forth herein and formulating its decision whether to recommend to City Council approval of the Plan, designation of the Area as a Redevelopment Project Area and adoption of Tax Increment Allocation Financing within the Area; now, therefore,

Be It Resolved by the Community Development Commission of the City of Chicago:

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

Section 2. The Commission hereby makes the following findings pursuant to Section 5/11-74.4-3(n) of the Act or such other section as is referenced herein:

a. the Area on the whole has not been subject to growth and development through investment by private enterprise and would not reasonably be expected to be developed without the adoption of the Plan;

b. the Plan:

(i) conforms to the comprehensive plan for the development of the City as a whole; or

(ii) the Plan either (A) conforms to the strategic economic development or redevelopment plan issued by the Chicago Plan Commission or (B) includes land uses that have been approved by the Chicago Plan Commission;

c. the Plan meets all of the requirements of a redevelopment plan as defined in the Act and, as set forth in the Plan, the estimated date of completion of the projects described therein and retirement of all obligations issued to finance redevelopment project costs is not more than twenty-three (23) years from the date of the adoption of the ordinance approving the designation of the Area as a redevelopment project area, and, as required pursuant to Section 5/11-74.4-7 of the Act, no such obligation shall have a maturity date greater than twenty (20) years;

d. the Area includes only those contiguous parcels of real property and improvements thereon that are to be substantially benefitted by proposed Plan improvements, as required pursuant to Section 5/11-74.4-4(a) of the Act; and

e. as required pursuant to Section 5/11-74.4-3(p) of the Act:

(i) the Area is not less, in the aggregate, than one and one-half (1½) acres in size; and

(ii) conditions exist in the Area that cause the Area to qualify for designation as a redevelopment project area and a blighted area as defined in the Act.

Section 3. The Commission recommends that the City Council approve the Plan pursuant to Section 5/11-74.4-4 of the Act.

Section 4. The Commission recommends that the City Council designate the Area as a Redevelopment Project Area pursuant to Section 5/11-74.4-4 of the Act.

Section 5. The Commission recommends that the City Council adopt Tax Increment Allocation Financing within the Area.

Section 6. If any provision of this resolution 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 resolution.

Section 7. All resolutions, motions or orders in conflict with this resolution are hereby repealed to the extent of such conflict.

Section 8. This resolution shall be effective as of the date of its adoption.

Section 9. A certified copy of this resolution shall be transmitted to the City Council.

Adopted: December 9, 1997.

[(Sub)Exhibit "A" referred to in this Resolution 97-CDC-104  
constitutes Exhibit "D" to the ordinance and  
printed on page 35259 of this Journal.]

*Exhibit "C".*  
(To Roosevelt/Cicero Redevelopment  
Project Area Ordinance)

*Legal Description.*

That part of the west half of the southwest quarter of Section 14 and south half of Sections 15 and 16 and the east half of the southeast quarter of Section 17 and the northwest quarter and the west half of the southeast quarter and the east half of the southwest quarter of Section 22, all in Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois, described as follows:

beginning at the intersection of the centerline of Menard Avenue and the centerline of Roosevelt Road; thence northerly along said centerline of Menard Avenue to the southwesterly right-of-way line of Chicago and Great Western Railroad; thence southeasterly along said southwesterly right-of-way line to the centerline of Central Avenue; thence northerly along said centerline to the southwesterly right-of-way line of vacated 5<sup>th</sup> Avenue; thence easterly along said southwesterly right-of-way line to the southerly extension of the westerly right-of-way line of vacated Long Avenue; thence northerly along said westerly right-of-way line to the northerly right-of-way line of Lexington Street; thence easterly along said northerly right-of-way line to the easterly right-of-way line of Lockwood Avenue; thence southerly along said easterly right-of-way line to the centerline of Polk Street; thence easterly along said centerline to the westerly right-of-way line of Leamington Avenue; thence northerly along said westerly right-of-way line to the westerly extension of the northerly line of Lot 189 in School Trustees Subdivision of part of said Section 16; thence easterly along said westerly extension and northerly line to the northeast corner of said Lot 189; thence southerly along the easterly line of said lot to the northerly right-of-way line of Lexington Street; thence easterly along said northerly right-of-way line to the easterly right-of-way line of Laverne Avenue; thence southerly along said easterly right-of-way to the northerly right-of-way line of Arthington Street; thence easterly along said northerly right-of-way line to the easterly right-of-way line of Cicero Avenue; thence northerly along said easterly right-of-way line to the northerly right-of-way line of said Lexington Street; thence easterly along said northerly right-of-way line to the easterly right-of-way line of Kolmar Avenue; thence southerly along said easterly right-of-way line to the easterly extension of the northerly right-of-way line of Polk Street; thence westerly along said extension and northerly right-of-way line to the easterly right-of-way line of Belt Line Railway; thence southerly along

said easterly right-of-way line to the northwesterly right-of-way line of 5<sup>th</sup> Avenue; thence northeasterly along said northwesterly right-of-way line to the easterly right-of-way line of Kildare Avenue; thence southerly along said easterly right-of-way line to the northerly right-of-way line of Taylor Street; thence easterly along said northerly right-of-way line to the easterly right-of-way line of Pulaski Road; thence southerly along said easterly right-of-way line to the northerly right-of-way line of 5<sup>th</sup> Avenue; thence northeasterly along said northwesterly right-of-way line to the easterly right-of-way line of Kildare Avenue; thence southerly along said easterly right-of-way line to the northerly right-of-way line of Taylor Street; thence easterly along said northerly right-of-way line to the easterly right-of-way line of Pulaski Road; thence northerly along said easterly right-of-way line to the northerly line of a 16 foot wide public alley in Block 2 of W. J. & D. F. Anderson's Subdivision; thence easterly along said northerly alley line to the westerly right-of-way line of Springfield Avenue; thence southerly along said westerly right-of-way line to the southerly line of a 16 foot wide public alley abutting Lots 1 through 24 (inclusive) of L. E. Ingall's Subdivision; thence westerly along said southerly alley line to the westerly right-of-way line of Pulaski Road; thence southerly along said westerly right-of-way line to the southerly line of a 16 foot wide public alley in Block 8 of 12<sup>th</sup> Street Land Association Subdivision; thence westerly along said southerly alley line to the easterly right-of-way line of Karlov Avenue; thence westerly to the intersection of the westerly right-of-way line of Karlov Avenue with the southerly line of a 16 foot wide public alley in Block 7 of Butler Lowry's Crawford Avenue Addition to Chicago; thence westerly along said southerly alley line to the easterly right-of-way line of Keeler Avenue; thence westerly to the intersection of the westerly right-of-way line of Keeler Avenue with the northerly line of the south half of Lot 5 in Block 6 in Webster Batcheller's Subdivision; thence westerly along said northerly line to the easterly line of a 16 foot wide public alley; thence southerly along said easterly line to the easterly extension of the southerly line of a 16 foot wide public alley in Block 6 in said subdivision; thence westerly along said southerly alley line to the easterly right-of-way line of said Kildare Avenue; thence southerly along said easterly right-of-way to said centerline of Roosevelt Road; thence westerly along said centerline to the westerly right-of-way line of Kostner Avenue; thence southerly along said westerly right-of-way line to the southerly right-of-way line of 14<sup>th</sup> Street; thence westerly along said southerly right-of-way line to the easterly line of a 16 foot wide public alley in Block 2 of Brenock's Addition to Chicago; thence southerly along said easterly line to the northerly right-of-way line of 15<sup>th</sup> Street; thence southerly to the intersection of the southerly right-of-way line of said 15<sup>th</sup> Street with the easterly line of a 16 foot wide public alley in Block 2 of Pinkert and Schulte's Subdivision; thence southerly along said easterly line to the southerly line of a 16 foot wide public alley in said Block 2;

thence westerly along said southerly line to the northeast corner of Lot 3 in said Block 2; thence southerly along the easterly line of said Lot 3 to the southerly right-of-way line of 16<sup>th</sup> Street; thence easterly along said southerly right-of-way line to the northeast corner of Lot 20 in Block 2 of Joseph B. Ford & Co.'s West 16<sup>th</sup> Street Subdivision; thence southerly along the east line of said Lot 20 and its southerly extension to the southerly line of a 16 foot wide public alley in said Block 2; thence easterly along said southerly line to the northeast corner of Lot 32 in said Block 2; thence southerly along the easterly line of said Lot 32 to the northerly right-of-way line of 17<sup>th</sup> Street; thence westerly along said northerly right-of-way line to the northerly extension of the easterly line of a 16 foot wide public alley in Block 3 of said Joseph B. Ford & Co.'s West 16<sup>th</sup> Street Subdivision; thence southerly along said easterly line to the northerly right-of-way line of 18<sup>th</sup> Street; thence westerly along said northerly right-of-way line to the easterly right-of-way line of Kostner Avenue; thence southerly along said easterly right-of-way line to the northerly right-of-way line of Cermak Road; thence westerly along said northerly right-of-way line to the easterly right-of-way line of said Belt Line Railway; thence northerly along said easterly right-of-way line to said centerline of Roosevelt Road; thence westerly along said centerline to said point of beginning.

*Exhibit "D".*

(To Roosevelt/Cicero Redevelopment Area Ordinance)

*Street Boundary Description Of The Area.*

The street boundary description for the Roosevelt/Cicero Area is an area generally bounded by South Menard Avenue (north of West Roosevelt Road), the Belt Line Railroad, and the City corporate limits on the west; the Eisenhower Expressway on the north; South Pulaski Road on the east; and West Cermak Road on the south.

Exhibit "E".  
(To Roosevelt/Cicero Redevelopment Project Area Ordinance)

*Proposed Land-Use.*

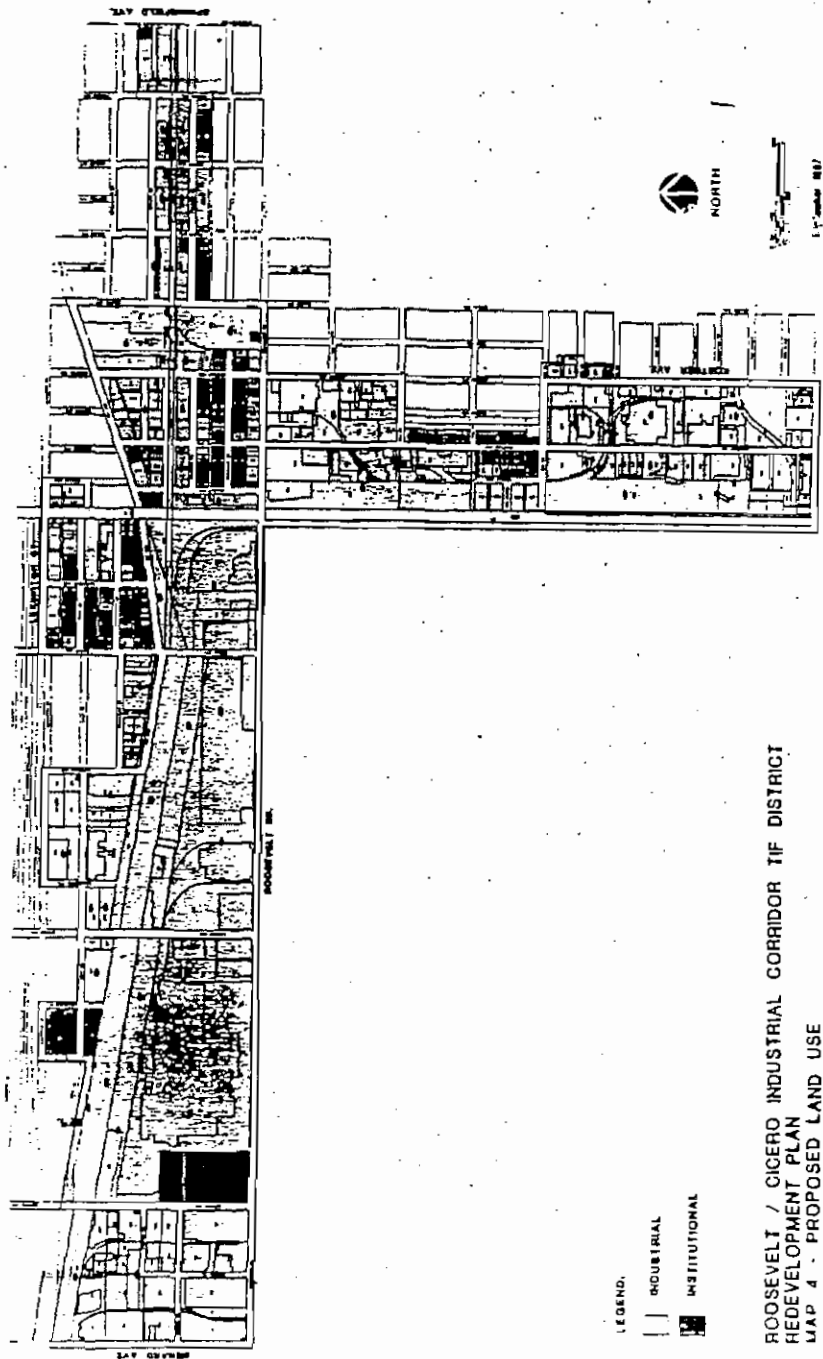


*Table 1.*  
(To Roosevelt/Cicero Redevelopment Plan)

*Estimated Redevelopment Project Costs.*

| <u>Program Action/Improvements</u>                       | <u>Costs</u>            |
|----------------------------------------------------------|-------------------------|
| Planning, Legal, Professional,<br>Administration         | \$ 1,000,000            |
| Assemblage of Sites                                      | \$10,000,000            |
| Rehabilitation Costs                                     | \$ 2,000,000            |
| Public Improvements                                      | \$15,000,000            |
| Job Training                                             | \$ 5,000,000            |
| Relocation Costs                                         | \$ 2,000,000            |
| Interest Costs                                           | \$ 500,000              |
| Site Preparation/Environmental<br>Remediation/Demolition | \$19,500,000            |
| <br>TOTAL REDEVELOPMENT<br>PROJECT COSTS*                | <br>\$55,000,000 (1)(2) |

\*Exclusive of capitalized interest, issuance costs and other financing costs.

(1) All costs are 1997 dollars. In addition to the above stated costs, each issue of bonds issued to finance a phase of the project may include an amount of proceeds sufficient to pay customary and reasonable charges associated with the issuance of such obligations. Adjustments to the estimated line item costs above are expected. Each individual project cost will be re-evaluated in light of projected private development and resulting incremental tax revenues as it is considered for public financing under the provisions of the Act. The totals of line items set forth above are not intended to place a total limit on the described expenditures. Adjustments may be made in line items within the total, either increasing or decreasing line item costs as a result of changed redevelopment costs and needs.

(2) The total estimated Redevelopment Project Costs amount does not include private redevelopment costs. Total Redevelopment Project Costs are inclusive of redevelopment project costs incurred in contiguous redevelopment project areas or those separated only by a public right of way that are permitted under the Act to be paid from incremental property taxes generated in the Redevelopment Project Area, but do not include redevelopment project costs incurred in the Redevelopment Project Area which are paid from incremental property taxes generated in contiguous redevelopment project areas or those separated only by a public right way.



Table 2.  
 (To Roosevelt/Cicero Redevelopment.)  
 1996 Equalized Assessed Valuation  
 (Page 1 of 16)

| PERMANENT INDEX NUMBER | EAV       |
|------------------------|-----------|
| 16 14 317 025          | \$38,365  |
| 16 14 317 033          | \$3,793   |
| 16 14 317 034          | \$708     |
| 16 14 317 035          | \$760     |
| 16 14 317 036          | \$1,153   |
| 16 14 317 037          | \$805     |
| 16 14 317 038          | \$7,311   |
| 16 14 317 042          | \$52,110  |
| 16 14 319 006          | Exempt    |
| 16 15 308 001          | Exempt    |
| 16 15 308 002          | Exempt    |
| 16 15 308 003          | \$19,660  |
| 16 15 308 004          | \$20,785  |
| 16 15 308 022          | \$42,219  |
| 16 15 308 023          | \$8,607   |
| 16 15 308 024          | \$5,358   |
| 16 15 308 025          | \$4,058   |
| 16 15 308 026          | \$6,001   |
| 16 15 308 027          | \$947     |
| 16 15 308 028          | \$3,888   |
| 16 15 308 032          | \$947     |
| 16 15 308 033          | \$4,538   |
| 16 15 308 034          | \$1,188   |
| 16 15 308 035          | \$947     |
| 16 15 308 036          | \$5,564   |
| 16 15 308 039          | \$12,915  |
| 16 15 308 040          | \$6,610   |
| 16 15 308 041          | \$4,555   |
| 16 15 308 042          | \$18,421  |
| 16 15 308 044          | Exempt    |
| 16 15 308 045          | \$4,717   |
| 16 15 308 046          | \$9,941   |
| 16 15 309 011          | \$146,193 |
| 16 15 309 012          | Railroad  |
| 16 15 309 013          | \$968     |

*Table 2.*  
(To Roosevelt/Cicero Redevelopment Plan)

*1996 Equalized Assessed Valuation.*

(Page 2 of 16)

|               |          |
|---------------|----------|
| 16 15 309 014 | \$1,683  |
| 16 15 309 015 | \$7,208  |
| 16 15 309 016 | \$3,206  |
| 16 15 309 017 | \$1,052  |
| 16 15 309 018 | \$947    |
| 16 15 309 019 | \$947    |
| 16 15 309 020 | \$947    |
| 16 15 309 021 | \$930    |
| 16 15 309 022 | \$3,275  |
| 16 15 309 023 | \$91,591 |
| 16 15 309 024 | Railroad |
| 16 15 309 026 | \$9,474  |
| 16 15 310 005 | \$6,292  |
| 16 15 310 006 | \$4,183  |
| 16 15 310 007 | \$3,260  |
| 16 15 310 008 | \$8,501  |
| 16 15 310 009 | \$8,968  |
| 16 15 310 010 | \$1,937  |
| 16 15 310 011 | \$3,933  |
| 16 15 310 012 | \$947    |
| 16 15 310 015 | \$4,015  |
| 16 15 310 016 | \$947    |
| 16 15 310 017 | \$6,115  |
| 16 15 310 018 | \$947    |
| 16 15 310 019 | \$4,342  |
| 16 15 310 020 | \$947    |
| 16 15 310 021 | \$4,230  |
| 16 15 310 022 | \$1,007  |
| 16 15 310 023 | \$23,357 |
| 16 15 310 024 | \$23,357 |
| 16 15 310 025 | \$2,387  |
| 16 15 310 028 | \$4,073  |
| 16 15 310 029 | \$8,394  |
| 16 15 310 030 | \$9,171  |
| 16 15 310 033 | \$4,437  |
| 16 15 310 034 | \$4,198  |
| 16 15 310 035 | \$4,013  |
| 16 15 310 036 | \$788    |
| 16 15 310 037 | \$11,613 |
| 16 15 310 038 | Exempt   |
| 16 15 310 039 | Exempt   |

*Table 2.*  
(To Roosevelt/Cicero Redevelopment Plan)

*1996 Equalized Assessed Valuation.*  
(Page 3 of 16)

|               |           |
|---------------|-----------|
| 16 15 310 040 | \$7,296   |
| 16 15 310 041 | \$1,003   |
| 16 15 310 042 | Exempt    |
| 16 15 310 043 | \$9,347   |
| 16 15 310 044 | \$4,925   |
| 16 15 311 022 | Railroad  |
| 16 15 311 023 | \$67,041  |
| 16 15 311 024 | \$143,579 |
| 16 15 312 004 | \$48,643  |
| 16 15 312 005 | \$24,973  |
| 16 15 312 006 | \$25,377  |
| 16 15 312 007 | \$7,146   |
| 16 15 312 008 | \$4,723   |
| 16 15 312 009 | \$94,343  |
| 16 15 312 010 | \$37,672  |
| 16 15 312 011 | \$18,836  |
| 16 15 312 012 | \$4,105   |
| 16 15 312 013 | \$25,736  |
| 16 15 312 014 | \$25,736  |
| 16 15 312 015 | \$5,655   |
| 16 15 312 016 | \$7,245   |
| 16 15 312 017 | \$8,919   |
| 16 15 312 018 | \$5,926   |
| 16 15 312 019 | \$947     |
| 16 15 312 020 | \$3,925   |
| 16 15 312 021 | \$96,162  |
| 16 15 312 022 | \$4,138   |
| 16 15 312 023 | \$8,017   |
| 16 15 312 024 | \$1,321   |
| 16 15 312 025 | \$5,874   |
| 16 15 312 028 | \$5,857   |
| 16 15 312 027 | \$77,235  |
| 16 15 312 028 | \$38,601  |
| 16 15 312 029 | \$77,177  |
| 16 15 312 030 | \$44,758  |
| 16 15 312 031 | \$32,964  |
| 16 15 312 032 | \$32,947  |
| 16 15 312 033 | \$33,429  |
| 16 15 312 034 | \$17,091  |
| 16 15 312 035 | \$17,063  |
| 16 15 312 036 | \$30,376  |

*Table 2.*  
 [To Roosevelt/Cicero Redevelopment Plan]

*1996 Equalized Assessed Valuation.*  
 (Page 4 of 16)

|               |           |
|---------------|-----------|
| 16 15 312 038 | \$10,246  |
| 16 15 312 039 | \$129,760 |
| 16 15 313 006 | \$947     |
| 16 15 313 007 | Exempt    |
| 16 15 313 008 | \$4,045   |
| 16 15 313 009 | \$947     |
| 16 15 313 010 | \$947     |
| 16 15 313 011 | \$947     |
| 16 15 313 012 | \$947     |
| 16 15 313 013 | \$2,406   |
| 16 15 313 014 | Exempt    |
| 16 15 313 015 | \$947     |
| 16 15 313 016 | \$947     |
| 16 15 313 017 | \$2,218   |
| 16 15 313 019 | \$3,531   |
| 16 15 313 020 | \$22,599  |
| 16 15 313 021 | \$22,569  |
| 16 15 313 022 | \$22,539  |
| 16 15 313 023 | \$22,494  |
| 16 15 313 026 | Exempt    |
| 16 15 313 027 | Exempt    |
| 16 15 313 028 | Exempt    |
| 16 15 313 029 | Exempt    |
| 16 15 313 030 | Exempt    |
| 16 15 313 031 | Exempt    |
| 16 15 313 032 | Exempt    |
| 16 15 313 033 | Exempt    |
| 16 15 313 034 | \$2,741   |
| 16 15 313 035 | Exempt    |
| 16 15 313 036 | \$3,058   |
| 16 15 313 037 | \$9,734   |
| 16 15 313 039 | \$3,355   |
| 16 15 313 040 | Railroad  |
| 16 15 313 041 | Exempt    |
| 16 15 313 042 | Railroad  |
| 16 15 313 043 | Exempt    |
| 16 15 313 044 | Exempt    |
| 16 15 313 045 | \$66,914  |
| 16 15 314 006 | Railroad  |
| 16 15 314 007 | \$108,104 |
| 16 15 319 001 | Railroad  |

*Table 2.*  
(To Roosevelt/Cicero Redevelopment Plan)

*1996 Equalized Assessed Valuation.*  
(Page 5 of 16)

|               |           |
|---------------|-----------|
| 16 15 319 002 | \$21,754  |
| 16 15 319 003 | \$21,676  |
| 16 15 319 004 | \$33,827  |
| 16 15 319 005 | \$5,801   |
| 16 15 320 001 | \$311,553 |
| 16 15 320 002 | \$21,792  |
| 16 15 320 003 | \$21,792  |
| 16 15 320 004 | \$20,611  |
| 16 15 320 005 | \$6,556   |
| 16 15 320 006 | \$6,556   |
| 16 15 320 007 | \$5,711   |
| 16 15 320 008 | \$2,911   |
| 16 15 320 009 | \$2,687   |
| 16 15 320 010 | \$2,481   |
| 16 15 320 011 | \$2,386   |
| 16 15 320 012 | \$2,386   |
| 16 15 320 013 | \$2,687   |
| 16 15 321 008 | \$465,350 |
| 16 15 321 009 | \$160,388 |
| 16 15 322 001 | Railroad  |
| 16 15 323 002 | \$249,791 |
| 16 15 323 006 | \$220,192 |
| 16 15 323 012 | \$276,691 |
| 16 15 323 015 | \$50,561  |
| 16 15 323 017 | \$115,254 |
| 16 15 323 018 | Railroad  |
| 16 15 324 002 | Railroad  |
| 16 15 324 005 | \$60,996  |
| 16 15 324 006 | Railroad  |
| 16 15 324 007 | \$11,516  |
| 16 15 324 009 | \$53,754  |
| 16 15 325 003 | \$580,122 |
| 16 15 325 004 | \$109,801 |
| 16 15 325 005 | \$87,180  |
| 16 15 325 007 | \$81,969  |
| 16 15 325 010 | \$42,294  |
| 16 15 325 011 | Railroad  |
| 16 15 325 012 | \$31,684  |
| 16 15 325 013 | \$20,202  |
| 16 15 325 014 | \$28,288  |
| 16 15 326 003 | \$4,024   |

*Table 2.*  
(To Roosevelt/Cicero Redevelopment Plan)

*1996 Equalized Assessed Valuation.*  
(Page 6 of 16)

|               |           |
|---------------|-----------|
| 16 15 326 004 | \$25,024  |
| 16 15 326 005 | \$25,024  |
| 16 15 326 006 | \$3,824   |
| 16 15 326 007 | \$3,824   |
| 16 15 326 008 | \$11,873  |
| 16 15 326 009 | \$11,593  |
| 16 15 326 010 | \$11,593  |
| 16 15 326 011 | \$41,519  |
| 16 15 326 012 | \$24,652  |
| 16 15 326 013 | \$28,015  |
| 16 15 326 014 | \$6,599   |
| 16 15 326 015 | \$1,183   |
| 16 15 326 016 | \$6,150   |
| 16 15 326 017 | \$6,152   |
| 16 15 326 018 | \$6,063   |
| 16 15 326 019 | \$6,087   |
| 16 15 326 020 | \$6,063   |
| 16 15 326 021 | \$5,947   |
| 16 15 326 022 | \$1,183   |
| 16 15 326 023 | \$1,183   |
| 16 15 326 024 | \$1,183   |
| 16 15 326 025 | \$1,183   |
| 16 15 326 026 | \$3,972   |
| 16 15 326 027 | \$3,699   |
| 16 15 326 030 | \$31,025  |
| 16 15 326 031 | \$4,024   |
| 16 15 327 001 | \$195,917 |
| 16 15 327 002 | \$12,887  |
| 16 15 327 003 | \$17,156  |
| 16 15 327 004 | \$14,735  |
| 16 15 327 005 | \$14,735  |
| 16 15 327 006 | \$14,735  |
| 16 15 327 007 | \$19,387  |
| 16 15 327 008 | \$19,387  |
| 16 15 327 009 | \$19,387  |
| 16 15 327 010 | \$19,387  |
| 16 15 327 011 | \$38,126  |
| 16 15 327 012 | \$39,208  |
| 16 15 327 013 | \$38,126  |
| 16 15 327 014 | \$37,121  |
| 16 15 327 015 | \$37,242  |

Table 2.  
 (To Roosevelt/Cicero Redevelopment Plan)

1996 Equalized Assessed Valuation.  
 (Page 7 of 16)

|               |          |
|---------------|----------|
| 16 15 327 016 | \$1,183  |
| 16 15 327 017 | \$1,183  |
| 16 15 327 018 | \$5,949  |
| 16 15 327 019 | Exempt   |
| 16 15 327 020 | Exempt   |
| 16 15 327 021 | \$1,183  |
| 16 15 327 022 | \$1,183  |
| 16 15 327 023 | \$2,367  |
| 16 15 327 024 | \$6,107  |
| 16 15 327 027 | \$1,183  |
| 16 15 327 028 | \$1,183  |
| 16 15 327 029 | \$5,814  |
| 16 15 327 030 | \$5,102  |
| 16 15 327 031 | \$4,693  |
| 16 15 327 032 | \$4,693  |
| 16 15 327 033 | \$4,693  |
| 16 15 327 034 | \$4,693  |
| 16 15 327 035 | \$11,367 |
| 16 15 327 036 | \$8,921  |
| 16 15 328 001 | \$2,614  |
| 16 15 328 002 | \$2,862  |
| 16 15 328 003 | \$2,855  |
| 16 15 328 004 | \$2,855  |
| 16 15 328 005 | \$2,855  |
| 16 15 328 006 | \$8,303  |
| 16 15 328 007 | \$8,303  |
| 16 15 328 008 | \$8,303  |
| 16 15 328 009 | \$8,303  |
| 16 15 328 010 | \$7,819  |
| 16 15 328 011 | \$3,223  |
| 16 15 328 012 | \$2,685  |
| 16 15 328 013 | \$2,685  |
| 16 15 328 014 | \$3,027  |
| 16 15 328 015 | \$2,836  |
| 16 15 328 016 | \$2,799  |
| 16 15 328 017 | \$12,392 |
| 16 15 328 023 | \$16,114 |
| 16 15 328 027 | \$79,204 |
| 16 15 328 028 | \$25,431 |
| 16 15 329 001 | \$4,437  |
| 16 15 329 002 | \$1,478  |

*Table 2.*  
(To Roosevelt/Cicero Redevelopment Plan)

*1996 Equalized Assessed Valuation.*  
(Page 8 of 16)

|               |           |
|---------------|-----------|
| 16 15 329 003 | \$1,183   |
| 16 15 329 004 | \$1,478   |
| 16 15 329 005 | \$1,478   |
| 16 15 329 006 | \$1,478   |
| 16 15 329 007 | \$1,478   |
| 16 15 329 008 | \$20,516  |
| 16 15 329 009 | \$32,319  |
| 16 15 329 010 | \$33,104  |
| 16 15 329 011 | \$23,238  |
| 16 15 329 012 | \$1,183   |
| 16 15 329 013 | \$1,183   |
| 16 15 329 014 | \$15,789  |
| 16 15 329 015 | \$15,789  |
| 16 15 329 016 | \$4,448   |
| 16 15 329 017 | \$4,448   |
| 16 15 329 018 | \$5,235   |
| 16 15 329 019 | \$3,781   |
| 16 15 329 020 | \$18,530  |
| 16 15 329 021 | \$24,491  |
| 16 15 329 022 | \$24,618  |
| 16 15 329 028 | \$74,550  |
| 16 15 329 035 | \$26,333  |
| 16 15 329 036 | \$29,067  |
| 16 15 329 038 | \$20,185  |
| 16 15 329 039 | \$139,858 |
| 16 15 329 040 | \$115,030 |
| 16 15 329 041 | \$89,091  |
| 16 15 415 001 | \$266,202 |
| 16 15 415 002 | \$52,271  |
| 16 15 415 003 | \$53,663  |
| 16 15 415 012 | Exempt    |
| 16 15 415 013 | Exempt    |
| 16 15 415 014 | \$7,189   |
| 16 15 415 015 | \$4,445   |
| 16 15 415 016 | \$4,265   |
| 16 15 415 017 | \$4,618   |
| 16 15 415 018 | Exempt    |
| 16 15 415 019 | Exempt    |
| 16 15 415 020 | Exempt    |
| 16 15 415 021 | Exempt    |
| 16 15 415 022 | Exempt    |



*Table 2.*  
(To Roosevelt/Cicero Redevelopment Plan)

*1996 Equalized Assessed Valuation.*  
(Page 9 of 16)

|               |           |
|---------------|-----------|
| 16 15 419 001 | \$1,767   |
| 16 15 419 002 | \$1,420   |
| 16 15 419 003 | \$1,420   |
| 16 15 419 004 | \$1,420   |
| 16 15 419 005 | \$1,420   |
| 16 15 419 006 | \$1,420   |
| 16 15 419 007 | \$1,420   |
| 16 15 419 008 | \$1,420   |
| 16 15 419 009 | \$1,420   |
| 16 15 419 010 | \$1,717   |
| 16 15 419 011 | \$1,717   |
| 16 15 419 030 | \$6,668   |
| 16 15 419 031 | \$3,636   |
| 16 15 419 032 | \$3,636   |
| 16 15 419 033 | \$3,636   |
| 16 15 419 034 | \$4,239   |
| 16 15 419 035 | \$107,665 |
| 16 15 419 037 | \$183,250 |
| 16 15 420 014 | \$238,991 |
| 16 15 420 015 | \$38,692  |
| 16 15 420 016 | \$109,674 |
| 16 15 420 017 | \$108,992 |
| 16 15 421 001 | \$317,023 |
| 16 15 421 004 | \$190,546 |
| 16 15 421 005 | Railroad  |
| 16 15 422 001 | \$947     |
| 16 15 422 002 | \$947     |
| 16 15 422 003 | \$11,337  |
| 16 15 422 004 | \$11,337  |
| 16 15 422 005 | \$11,337  |
| 16 15 422 006 | \$11,587  |
| 16 15 422 007 | \$11,079  |
| 16 15 422 008 | \$11,337  |
| 16 15 422 009 | \$11,010  |
| 16 15 422 010 | \$11,337  |
| 16 15 422 011 | \$11,475  |
| 16 15 422 012 | \$6,879   |
| 16 15 422 013 | \$11,337  |
| 16 15 422 014 | \$947     |
| 16 15 422 015 | \$11,243  |
| 16 15 422 016 | \$689     |

*Table 2.*  
(To Roosevelt/Cicero Redevelopment Plan)

*1996 Equalized Assessed Valuation.*  
(Page 10 of 16)

|               |          |
|---------------|----------|
| 16 15 422 034 | \$947    |
| 16 15 422 037 | \$1,362  |
| 16 15 422 043 | \$16,443 |
| 16 15 422 044 | \$16,295 |
| 16 15 423 001 | \$1,904  |
| 16 15 423 049 | \$61,870 |
| 16 15 424 001 | \$15,260 |
| 16 15 424 002 | \$4,551  |
| 16 15 424 003 | \$4,402  |
| 16 15 424 004 | \$4,402  |
| 16 15 424 005 | \$4,790  |
| 16 15 424 006 | \$4,790  |
| 16 15 424 007 | \$9,181  |
| 16 15 424 008 | \$6,427  |
| 16 15 424 009 | \$5,724  |
| 16 15 424 010 | \$5,743  |
| 16 15 424 011 | \$97,752 |
| 16 15 424 012 | \$34,197 |
| 16 15 424 013 | \$68,411 |
| 16 15 424 014 | \$4,725  |
| 16 15 424 015 | \$4,499  |
| 16 15 424 016 | \$4,499  |
| 16 15 424 017 | \$18,580 |
| 16 15 425 001 | \$5,084  |
| 16 15 425 002 | \$4,620  |
| 16 15 425 003 | \$1,289  |
| 16 15 425 004 | \$6,438  |
| 16 15 425 005 | \$4,820  |
| 16 15 425 010 | Exempt   |
| 16 15 425 012 | \$1,648  |
| 16 15 425 013 | \$13,939 |
| 16 15 425 014 | \$11,707 |
| 16 15 425 015 | \$16,587 |
| 16 15 501 001 | Railroad |
| 16 15 501 002 | Railroad |
| 16 15 501 003 | Railroad |
| 16 15 501 007 | Railroad |
| 16 15 501 008 | \$8,019  |
| 16 15 502 001 | Railroad |
| 16 16 307 018 | Exempt   |
| 16 16 308 053 | \$73,765 |

Table 2.  
(To Roosevelt/Cicero Redevelopment Plan)

1996 Equalized Assessed Valuation.  
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|                    |             |
|--------------------|-------------|
| 16 16 309 004      | Exempt      |
| 16 16 309 006 8001 | Exempt      |
| 16 16 309 006 8002 | \$5,345     |
| 16 16 309 007      | Exempt      |
| 16 16 310 008      | \$1,487,046 |
| 16 16 310 009      | \$1,553,463 |
| 16 16 310 010      | \$3,372,846 |
| 16 16 310 011      | \$4,331,471 |
| 16 16 310 014      | \$509,893   |
| 16 16 310 015      | \$489,576   |
| 16 16 310 016      | \$167,839   |
| 16 16 310 017      | \$358,527   |
| 16 16 310 018      | \$99,867    |
| 16 16 310 019      | \$367,751   |
| 16 16 310 020 8001 | Exempt      |
| 16 16 310 020 8002 | \$12,420    |
| 16 16 400 016      | \$24,742    |
| 16 16 400 017      | \$47,865    |
| 16 16 400 018      | \$24,742    |
| 16 16 400 019      | \$47,865    |
| 16 16 406 008 8001 | Exempt      |
| 16 16 406 008 8003 | \$173,461   |
| 16 16 406 009 8001 | Exempt      |
| 16 16 406 009 8002 | \$1,735,473 |
| 16 16 408 008      | \$1,810     |
| 16 16 408 010      | \$175,531   |
| 16 16 408 012      | \$781,844   |
| 16 16 408 013      | \$10,277    |
| 16 16 408 014      | \$15,615    |
| 16 16 408 015      | \$18,916    |
| 16 16 408 016      | \$29,119    |
| 16 16 408 017      | \$1,282     |
| 16 16 408 018      | \$2,124     |
| 16 16 408 019      | Exempt      |
| 16 16 410 005      | \$234,234   |
| 16 16 410 006      | \$135,555   |
| 16 16 410 007      | \$203,045   |
| 16 16 410 008      | \$19,043    |
| 16 16 410 010      | \$167,998   |
| 16 16 410 011      | \$6,134     |
| 16 16 411 001      | \$767,879   |

Table 2.  
(To Roosevelt/Cicero Redevelopment Plan)

1996 Equalized Assessed Valuation.  
(Page 12 of 16)

|               |             |
|---------------|-------------|
| 16 16 411 002 | \$475,063   |
| 16 16 501 001 | Railroad    |
| 16 17 400 009 | \$261,528   |
| 16 17 400 010 | \$91,662    |
| 16 17 400 012 | \$181,431   |
| 16 17 400 014 | \$708,770   |
| 16 17 400 015 | \$472,399   |
| 16 17 413 004 | \$63,964    |
| 16 17 413 006 | \$248,717   |
| 16 17 413 008 | \$233,036   |
| 16 17 413 009 | \$221,145   |
| 16 17 413 010 | \$33,422    |
| 16 17 413 012 | \$329,912   |
| 16 17 413 013 | \$295,291   |
| 16 17 413 014 | \$206,978   |
| 16 17 413 016 | \$130,331   |
| 16 17 413 017 | \$116,168   |
| 16 17 413 019 | \$23,963    |
| 16 17 413 020 | \$341,869   |
| 16 17 413 021 | \$154,950   |
| 16 17 413 023 | \$610,399   |
| 16 17 413 024 | \$36,011    |
| 16 17 413 025 | \$143,647   |
| 16 17 413 026 | \$172,388   |
| 16 17 413 027 | \$373,701   |
| 16 17 413 028 | \$141,491   |
| 16 17 413 029 | \$240,001   |
| 16 17 501 002 | Railroad    |
| 16 22 106 002 | \$554,665   |
| 16 22 106 003 | \$165,347   |
| 16 22 106 004 | \$357,057   |
| 16 22 106 005 | \$8,420     |
| 16 22 106 011 | Railroad    |
| 16 22 106 012 | \$78,737    |
| 16 22 106 014 | Railroad    |
| 16 22 106 015 | \$88,749    |
| 16 22 106 016 | \$1,590     |
| 16 22 106 017 | \$1,299,119 |
| 16 22 106 018 | \$5,795     |
| 16 22 106 019 | \$914,735   |
| 16 22 107 003 | \$214,490   |

Table 2.  
(To Roosevelt/Cicero Redevelopment Plan)

1996 Equalized Assessed Valuation.  
(Page 13 of 16).

|               |           |
|---------------|-----------|
| 16 22 107 010 | \$77,474  |
| 16 22 107 011 | \$181,367 |
| 16 22 107 014 | \$398,015 |
| 16 22 107 015 | \$189     |
| 16 22 107 019 | \$59,294  |
| 16 22 107 020 | \$78,234  |
| 16 22 107 021 | \$310,916 |
| 16 22 107 022 | \$123,869 |
| 16 22 107 024 | \$674,530 |
| 16 22 107 025 | \$98,473  |
| 16 22 107 026 | \$64,071  |
| 16 22 107 027 | \$58,623  |
| 16 22 107 028 | \$70,772  |
| 16 22 109 001 | \$1,885   |
| 16 22 109 002 | \$947     |
| 16 22 109 003 | \$947     |
| 16 22 109 004 | \$5,917   |
| 16 22 109 005 | \$947     |
| 16 22 109 006 | \$947     |
| 16 22 109 007 | Exempt    |
| 16 22 109 008 | \$6,616   |
| 16 22 109 009 | \$6,539   |
| 16 22 109 010 | \$6,675   |
| 16 22 109 011 | \$2,797   |
| 16 22 109 014 | \$8,831   |
| 16 22 109 015 | \$8,951   |
| 16 22 109 016 | \$7,393   |
| 16 22 109 017 | \$947     |
| 16 22 109 018 | \$947     |
| 16 22 109 019 | \$947     |
| 16 22 109 020 | \$947     |
| 16 22 109 021 | \$947     |
| 16 22 109 022 | \$2,199   |
| 16 22 109 044 | \$10,873  |
| 16 22 113 001 | Railroad  |
| 16 22 114 001 | Railroad  |
| 16 22 115 007 | \$85,429  |
| 16 22 115 008 | \$1,168   |
| 16 22 115 009 | \$1,168   |
| 16 22 115 010 | \$1,168   |
| 16 22 115 011 | \$1,168   |

*Table 2.*  
(To Roosevelt/Cicero Redevelopment Plan)  
*1996 Equalized Assessed Valuation.*  
(Page 14 of 16)

|               |           |
|---------------|-----------|
| 16 22 115 012 | \$1,168   |
| 16 22 115 013 | \$1,168   |
| 16 22 115 014 | \$1,168   |
| 16 22 115 015 | \$1,168   |
| 16 22 115 016 | Exempt    |
| 16 22 115 019 | \$4,258   |
| 16 22 115 020 | \$6,956   |
| 16 22 115 021 | \$1,235   |
| 16 22 115 022 | \$6,206   |
| 16 22 115 023 | Exempt    |
| 16 22 115 024 | Exempt    |
| 16 22 115 025 | Exempt    |
| 16 22 115 026 | Exempt    |
| 16 22 115 027 | \$5,341   |
| 16 22 115 028 | \$936     |
| 16 22 115 029 | \$7,116   |
| 16 22 115 030 | \$6,698   |
| 16 22 115 031 | \$936     |
| 16 22 115 032 | \$936     |
| 16 22 115 033 | \$5,777   |
| 16 22 115 034 | \$936     |
| 16 22 115 035 | Exempt    |
| 16 22 115 036 | \$8,037   |
| 16 22 115 037 | \$8,379   |
| 16 22 115 038 | \$1,136   |
| 16 22 115 039 | \$6,961   |
| 16 22 115 040 | \$7,363   |
| 16 22 115 041 | \$7,247   |
| 16 22 115 042 | \$6,905   |
| 16 22 115 043 | \$1,069   |
| 16 22 115 045 | \$196,747 |
| 16 22 116 003 | \$6,758   |
| 16 22 116 004 | \$689     |
| 16 22 116 005 | \$5,825   |
| 16 22 116 006 | \$850     |
| 16 22 116 009 | \$6,481   |
| 16 22 116 010 | Exempt    |
| 16 22 116 011 | \$947     |
| 16 22 116 012 | \$5,803   |
| 16 22 116 013 | \$5,345   |
| 16 22 116 014 | \$6,403   |

*Table 2.*  
(To Roosevelt/Cicero Redevelopment Plan)

*1996 Equalized Assessed Valuation.*  
(Page 15 of 16)

|               |           |
|---------------|-----------|
| 16 22 116 015 | \$1,179   |
| 16 22 116 016 | \$2,584   |
| 16 22 116 017 | \$5,459   |
| 16 22 116 036 | \$26,627  |
| 16 22 116 037 | \$1,149   |
| 16 22 116 046 | \$8,624   |
| 16 22 116 047 | \$15,966  |
| 16 22 312 001 | \$284,160 |
| 16 22 312 002 | \$113,780 |
| 16 22 312 003 | \$248,022 |
| 16 22 312 004 | \$152,175 |
| 16 22 312 005 | \$38,556  |
| 16 22 312 006 | \$27,208  |
| 16 22 312 007 | \$229,756 |
| 16 22 312 012 | Railroad  |
| 16 22 312 013 | Railroad  |
| 16 22 312 014 | \$39,348  |
| 16 22 312 016 | Railroad  |
| 16 22 312 017 | \$11,154  |
| 16 22 312 018 | \$36,794  |
| 16 22 312 019 | \$78,836  |
| 16 22 312 020 | \$563,154 |
| 16 22 312 021 | \$5,072   |
| 16 22 312 022 | \$4,942   |
| 16 22 312 024 | \$533,363 |
| 16 22 312 029 | \$66,948  |
| 16 22 312 030 | \$29,457  |
| 16 22 312 031 | \$418,499 |
| 16 22 312 032 | \$73,113  |
| 16 22 312 033 | Exempt    |
| 16 22 312 034 | Exempt    |
| 16 22 312 035 | Railroad  |
| 16 22 312 036 | \$182,589 |
| 16 22 313 001 | \$456,421 |
| 16 22 313 003 | \$432,315 |
| 16 22 313 004 | \$113,123 |
| 16 22 313 011 | \$235,422 |
| 16 22 313 016 | \$160,971 |
| 16 22 313 017 | Exempt    |
| 16 22 313 018 | Exempt    |
| 16 22 313 019 | \$6,741   |

Table 2.  
(To Roosevelt/Cicero Redevelopment Plan)

1996 Equalized Assessed Valuation.  
(Page 16 of 16)

|               |             |
|---------------|-------------|
| 16 22 313 020 | \$130,397   |
| 16 22 313 021 | \$143,473   |
| 16 22 313 022 | \$1,363,504 |
| 16 22 313 023 | \$165,216   |
| 16 22 313 027 | \$300,745   |
| 16 22 313 029 | \$475,805   |
| 16 22 313 030 | \$3,471     |
| 16 22 313 031 | \$39,553    |
| 16 22 313 032 | \$177,879   |
| 16 22 313 033 | \$74,001    |
| 16 22 313 034 | \$265,834   |
| 16 22 313 035 | Exempt      |
| 16 22 313 036 | \$19,540    |
| 16 22 313 038 | \$28,349    |
| 16 22 313 039 | \$86,836    |
| 16 22 313 040 | \$7,927     |
| 16 22 400 039 | \$11,834    |
| 16 22 400 040 | \$345,492   |
| 16 22 402 007 | \$32,788    |
| 16 22 402 008 | \$31,809    |
| 16 22 402 009 | \$31,809    |
| 16 22 402 036 | \$209,236   |
| 16 22 500 013 | Exempt      |
| 16 22 500 014 | Exempt      |
| 16 22 501 005 | Railroad    |
| 16 22 501 006 | Railroad    |
| 16 22 502 001 | \$16,585    |

Total: \$48,279,419



(Sub)Exhibit 1.  
(To Roosevelt/Cicero Redevelopment Plan)

1990 Selected Census Data.  
(Page 1 of 14)

EXHIBIT 1 - 1990 SELECTED CENSUS DATA FOR  
SELECTED CENSUS TRACTS LOCATED IN THE  
ROOSEVELT/CICERO STUDY AREA

Provided by:  
U.S. DEPARTMENT OF COMMERCE BUREAU OF THE ECONOMIC ANALYSIS

|                                   | 1990<br>Data |
|-----------------------------------|--------------|
| 100-PERCENT COUNT OF PERSONS      |              |
| Universe: Persons                 |              |
| 100-Percent Count of Persons      | 19,179       |
| HISPANIC ORIGIN                   |              |
| Universe: Persons                 |              |
| Not of Hispanic origin            | 18,896       |
| Hispanic origin:                  |              |
| Mexican                           | 352          |
| Puerto Rican                      | 19           |
| Cuban                             | 37           |
| Other Hispanic:                   |              |
| Dominican                         | 0            |
| Central American:                 |              |
| Guatemalan                        | 0            |
| Honduran                          | 0            |
| Nicaraguan                        | 0            |
| Panamanian                        | 0            |
| Salvadoran                        | 0            |
| Other Central American            | 0            |
| South American:                   |              |
| Colombian                         | 0            |
| Ecuadorian                        | 0            |
| Peruvian                          | 0            |
| Other South American              | 0            |
| Other Hispanic                    | 9            |
| HISPANIC ORIGIN BY RACE           |              |
| Universe: Persons                 |              |
| Not of Hispanic origin:           |              |
| White                             | 1,418        |
| Black                             | 17,334       |
| American Indian, Eskimo, or Aleut | 44           |
| Asian or Pacific Islander         | 78           |
| Other Race                        | 22           |
| Hispanic origin:                  |              |
| White                             | 244          |
| Black                             | 8            |
| American Indian, Eskimo, or Aleut | 0            |
| Asian or Pacific Islander         | 0            |
| Other Race                        | 165          |

*(Sub)Exhibit 1.*  
 (To Roosevelt/Cicero Redevelopment Plan)

*1990 Selected Census Data.*  
 (Page 2 of 14)

## RACE: BY SEX; BY AGE

Universe: White males

|                   |     |
|-------------------|-----|
| Under 5 years     | 97  |
| 5 to 14 years     | 114 |
| 15 to 59 years    | 559 |
| 60 to 64 years    | 19  |
| 65 years and over | 88  |

## RACE: BY SEX; BY AGE

Universe: White females

|                   |     |
|-------------------|-----|
| Under 5 years     | 51  |
| 5 to 14 years     | 46  |
| 15 to 59 years    | 463 |
| 60 to 64 years    | 44  |
| 65 years and over | 191 |

## RACE: BY SEX; BY AGE

Universe: Black male

|                   |       |
|-------------------|-------|
| Under 5 years     | 703   |
| 5 to 14 years     | 1,589 |
| 15 to 59 years    | 4,620 |
| 60 to 64 years    | 350   |
| 65 years and over | 650   |

## RACE: BY SEX; BY AGE

Universe: Black female

|                   |       |
|-------------------|-------|
| Under 5 years     | 703   |
| 5 to 14 years     | 1,590 |
| 15 to 59 years    | 5,710 |
| 60 to 64 years    | 535   |
| 65 years and over | 892   |

## RACE: BY SEX; BY AGE

Universe: American Indian, Eskimo, and Aleut males

|                   |   |
|-------------------|---|
| Under 5 years     | 0 |
| 5 to 14 years     | 0 |
| 15 to 59 years    | 7 |
| 60 to 64 years    | 0 |
| 65 years and over | 0 |

## RACE: BY SEX; BY AGE

Universe: American Indian, Eskimo, and Aleut females

|                   |    |
|-------------------|----|
| Under 5 years     | 0  |
| 5 to 14 years     | 0  |
| 15 to 59 years    | 37 |
| 60 to 64 years    | 0  |
| 65 years and over | 0  |

(Sub)Exhibit 1.  
(To Roosevelt/Cicero Redevelopment Plan)

1990 Selected Census Data.  
(Page 3 of 14)

RACE: BY SEX; BY AGE  
Universe: Asian Pacific Islander male  
Under 5 years 0  
5 to 14 years 9  
15 to 59 years 35  
60 to 64 years 0  
65 years and over 0

RACE: BY SEX; BY AGE  
Universe: Asian Pacific Islander female  
Under 5 years 0  
5 to 14 years 0  
15 to 59 years 23  
60 to 64 years 0  
65 years and over 11

RACE: BY SEX; BY AGE  
Universe: Other race males  
Under 5 years 15  
5 to 14 years 20  
15 to 59 years 71  
60 to 64 years 0  
65 years and over 0

RACE: BY SEX; BY AGE  
Universe: Other race females  
Under 5 years 0  
5 to 14 years 26  
15 to 59 years 48  
60 to 64 years 7  
65 years and over 0

PERSONS IN HOUSEHOLD  
Universe: Households  
1 person 1,400  
2 persons 1,378  
3 persons 1,218  
4 persons 1,008  
5 persons 599  
6 persons 245  
7 or more persons 368

FAMILY TYPE AND PRESENCE AND AGE OF CHILDREN  
Universe: Families  
Married-couple family:  
With children 18 years and over 673  
No children 18 years and over 1,140  
Other family:  
Male householder, no wife present 102  
With children 18 years and over

(Sub)Exhibit 1.  
(To Roosevelt/Cicero Redevelopment Plan)

1990 Selected Census Data.  
(Page 4 of 14)

|                                        |       |
|----------------------------------------|-------|
| No children 18 years and over          | 225   |
| Female householder, no husband present |       |
| With children 18 years and over        | 608   |
| No children 18 years and over          | 1,538 |

## HOUSEHOLD TYPE AND RELATIONSHIP

Universe: Persons

In Family households:

|                                 |       |
|---------------------------------|-------|
| Householder                     | 4,566 |
| Spouse                          | 1,888 |
| Child:                          |       |
| Natural-born or adopted         | 7,089 |
| Step                            | 253   |
| Grandchild                      | 1,419 |
| Other Relatives                 | 1,355 |
| Nonrelatives                    | 620   |
| In nonfamily households:        |       |
| Male householder:               |       |
| Living alone                    | 587   |
| Not living alone                | 95    |
| Female householder:             |       |
| Living alone                    | 803   |
| Not living alone                | 131   |
| Non relatives                   | 286   |
| In group quarters:              |       |
| Institutionalized persons       | 181   |
| Other persons in group quarters | 0     |

## MEANS OF TRANSPORTATION TO WORK

Universe: Workers 16 Years And Over

Car, truck, or van:

|                        |       |
|------------------------|-------|
| Drive alone            | 2,566 |
| Carpooled              | 957   |
| Public Transportation: |       |
| Bus or trolley bus     | 1,383 |
| Subway or elevated     | 538   |
| Railroad               | 22    |
| Taxicab                | 10    |
| Motorcycle             | 0     |
| Bicycle                | 0     |
| Walked                 | 191   |
| Other means            | 23    |
| Worked at home         | 52    |

## PRIVATE VEHICLE OCCUPANCY

Universe: Workers 16 Years and Over

Car, truck, or van:

|                     |       |
|---------------------|-------|
| Drove alone         | 2,566 |
| In 2-person carpool | 709   |
| In 3-person carpool | 146   |
| In 4-person carpool | 89    |

(Sub)Exhibit 1.  
(To Roosevelt/Cicero Redevelopment Plan)

1990 Selected Census Data.  
(Page 5 of 14)

|                                                           |       |
|-----------------------------------------------------------|-------|
| In 5-person carpool                                       | 13    |
| In 6-person carpool                                       | 0     |
| In 7 or more person carpool                               | 0     |
| Other Means                                               | 2,219 |
| <b>INDUSTRY</b>                                           |       |
| Universe: Employed Persons 18 Years And Over              |       |
| Agriculture, forestry, and fisheries                      | 0     |
| Mining                                                    | 0     |
| Construction                                              | 228   |
| Manufacturing, nondurable goods                           | 448   |
| Manufacturing, durable goods                              | 758   |
| Transportation                                            | 549   |
| Communications and other public utilities                 | 121   |
| Wholesale Trade                                           | 169   |
| Retail trade                                              | 823   |
| Finance, insurance, and real estate                       | 588   |
| Business and repair services                              | 290   |
| Personal services                                         | 176   |
| Entertainment and recreation services                     | 45    |
| Professional and related services:                        |       |
| Health services                                           | 667   |
| Educational services                                      | 340   |
| Other professional and related services                   | 387   |
| Public administration                                     | 251   |
| <b>OCCUPATION</b>                                         |       |
| Universe: Employed Persons 16 Years And Older             |       |
| Managerial and Professional specialty occupations:        |       |
| Executive, administrative, and managerial                 | 276   |
| Professional specialty occupations                        | 423   |
| Technical, sales, and administrative support occupations: |       |
| Technicians and related support occupations               | 288   |
| Sales occupations                                         | 310   |
| Administrative support, including clerical                | 1,535 |
| Service occupations:                                      |       |
| Private household occupations                             | 6     |
| Protective service occupations                            | 184   |
| Service, except protective and household                  | 1,022 |
| Farming, forestry, and fishing occupations                | 11    |
| Precision production, craft, and repair                   | 504   |
| Operators, fabricators and laborers:                      |       |
| Machine operators, assemblers, and inspectors             | 578   |
| Transportation and material moving occupations            | 432   |
| Handlers, equipment cleaners, helpers, and laborer        | 432   |
| <b>HOUSEHOLD: INCOME IN 1989</b>                          |       |
| Universe: Households                                      |       |
| Household Income in 1989                                  |       |
| Less than \$5,000                                         | 1,259 |
| \$5,000 to \$9,999                                        | 818   |
| \$10,000 to \$12,499                                      | 427   |
| \$12,500 to \$14,999                                      | 350   |
| \$15,000 to \$17,499                                      | 321   |

(Sub)Exhibit 1.  
(To Roosevelt/Cicero Redevelopment Plan)

1990 Selected Census Data.  
(Page 6 of 14)

|                        |     |
|------------------------|-----|
| \$17,500 to \$19,999   | 335 |
| \$20,000 to \$22,499   | 255 |
| \$22,500 to \$24,999   | 239 |
| \$25,000 to \$27,499   | 261 |
| \$27,500 to \$29,999   | 178 |
| \$30,000 to \$32,499   | 206 |
| \$32,500 to \$34,999   | 178 |
| \$35,000 to \$37,499   | 261 |
| \$37,500 to \$39,999   | 144 |
| \$40,000 to \$42,499   | 146 |
| \$42,500 to \$44,999   | 112 |
| \$45,000 to \$47,499   | 108 |
| \$47,500 to \$49,999   | 62  |
| \$50,000 to \$54,999   | 201 |
| \$55,000 to \$59,999   | 125 |
| \$60,000 to \$74,999   | 131 |
| \$75,000 to \$99,999   | 67  |
| \$100,000 to \$124,999 | 19  |
| \$125,000 to \$149,999 | 0   |
| \$150,000 or more      | 10  |

MEDIAN HOUSEHOLD INCOME IN 1989

Universe: Households

Median Household income in 1989

19,421

AGGREGATE HOUSEHOLD INCOME IN 1989

Universe: Households

Less than \$150,000

133,311,195

\$150,000 or more

4,137,000

FAMILY INCOME IN 1989

Universe: Families

Family Income in 1989

Less than \$5,000

843

\$5,000 to \$9,999

547

\$10,000 to \$12,499

212

\$12,500 to \$14,999

267

\$15,000 to \$17,499

197

\$17,500 to \$19,999

238

\$20,000 to \$22,499

228

\$22,500 to \$24,999

203

\$25,000 to \$27,499

124

\$27,500 to \$29,999

130

\$30,000 to \$32,499

186

\$32,500 to \$34,999

132

\$35,000 to \$37,499

250

\$37,500 to \$39,999

108

\$40,000 to \$42,499

147

\$42,500 to \$44,999

123

\$45,000 to \$47,499

98

\$47,500 to \$49,999

39

(Sub)Exhibit 1.  
(To Roosevelt/Cicero Redevelopment Plan)

1990 Selected Census Data.  
(Page 7 of 14)

|                        |     |
|------------------------|-----|
| \$50,000 to \$54,999   | 178 |
| \$55,000 to \$59,999   | 126 |
| \$60,000 to \$74,999   | 118 |
| \$75,000 to \$99,999   | 67  |
| \$100,000 to \$124,999 | 19  |
| \$125,000 to \$149,999 | 0   |
| \$150,000 or more      | 10  |

RACE BY SEX BY EMPLOYMENT STATUS  
Universe: Persons 18 years and over

White:

|                    |     |
|--------------------|-----|
| Male:              |     |
| In labor Force:    |     |
| In Armed Forces    | 0   |
| Civilian:          |     |
| Employed           | 412 |
| Unemployed         | 10  |
| Not in labor Force | 244 |
| Female:            |     |
| In labor Force:    |     |
| In Armed Forces    | 0   |
| Civilian:          |     |
| Employed           | 302 |
| Unemployed         | 9   |
| Not in labor Force | 372 |

Black:

|                    |       |
|--------------------|-------|
| Male:              |       |
| In labor Force:    |       |
| In Armed Forces    | 7     |
| Civilian:          |       |
| Employed           | 2,197 |
| Unemployed         | 619   |
| Not in labor Force | 2,422 |
| Female:            |       |
| In labor Force:    |       |
| In Armed Forces    | 0     |
| Civilian:          |       |
| Employed           | 2,906 |
| Unemployed         | 722   |
| Not in labor Force | 3,303 |

American Indian, Eskimo, or Aleut:

|                    |   |
|--------------------|---|
| Male:              |   |
| In labor Force:    |   |
| In Armed Forces    | 0 |
| Civilian:          |   |
| Employed           | 7 |
| Unemployed         | 0 |
| Not in labor Force | 0 |
| Female:            |   |
| In labor Force:    |   |
| In Armed Forces    | 0 |
| Civilian:          |   |
| Employed           | 9 |
| Unemployed         | 8 |

*(Sub)Exhibit 1:*  
(To Roosevelt/Cicero Redevelopment Plan)

*1990 Selected Census Data.*  
(Page 8 of 14)

|                            |    |
|----------------------------|----|
| Not in labor Force         | 20 |
| Asian or Pacific Islander: |    |
| Male:                      |    |
| In labor Force:            |    |
| In Armed Forces            | 0  |
| Civilian:                  |    |
| Employed                   | 13 |
| Unemployed                 | 0  |
| Not in labor Force         | 22 |
| Female:                    |    |
| In labor Force:            |    |
| In Armed Forces            | 0  |
| Civilian:                  |    |
| Employed                   | 17 |
| Unemployed                 | 0  |
| Not in labor Force         | 17 |
| Other race:                |    |
| Male:                      |    |
| In labor Force:            |    |
| In Armed Forces            | 0  |
| Civilian:                  |    |
| Employed                   | 66 |
| Unemployed                 | 0  |
| Not in labor Force         | 5  |
| Female:                    |    |
| In labor Force:            |    |
| In Armed Forces            | 0  |
| Civilian:                  |    |
| Employed                   | 21 |
| Unemployed                 | 14 |
| Not in labor Force         | 20 |

## SEX BY EMPLOYMENT STATUS

Universe: Persons 16 years and over

|                    |       |
|--------------------|-------|
| Male:              |       |
| In labor force:    |       |
| In Armed Forces    | 7     |
| Civilian:          |       |
| Employed           | 2,677 |
| Unemployed         | 828   |
| Not in labor force | 2,693 |
| Female:            |       |
| In labor force:    |       |
| In Armed Forces    | 0     |
| Civilian:          |       |
| Employed           | 3,257 |
| Unemployed         | 753   |
| Not in labor force | 3,732 |

## POVERTY STATUS IN 1989: BY AGE

Universe: Persons for Whom Poverty Status is Determined  
Income in 1989 Above poverty level:



(Sub)Exhibit 1.  
(To Roosevelt/Cicero Redevelopment Plan)

1990 Selected Census Data.  
(Page 9 of 14)

|                   |       |
|-------------------|-------|
| Under 5 years     | 698   |
| 5 years           | 122   |
| 6 to 11 years     | 1,157 |
| 12 to 17 years    | 1,204 |
| 18 to 24 years    | 1,239 |
| 25 to 34 years    | 2,379 |
| 35 to 44 years    | 1,628 |
| 45 to 54 years    | 1,497 |
| 55 to 59 years    | 535   |
| 60 to 64 years    | 765   |
| 65 to 74 years    | 888   |
| 75 years and over | 472   |

|                                     |       |
|-------------------------------------|-------|
| Income in 1989 below poverty level: |       |
| Under 5 years                       | 834   |
| 5 years                             | 195   |
| 6 to 11 years                       | 988   |
| 12 to 17 years                      | 891   |
| 18 to 24 years                      | 701   |
| 25 to 34 years                      | 1,078 |
| 35 to 44 years                      | 818   |
| 45 to 54 years                      | 425   |
| 55 to 59 years                      | 161   |
| 60 to 64 years                      | 180   |
| 65 to 74 years                      | 277   |
| 75 years and over                   | 138   |

POVERTY STATUS IN 1989 BY SEX BY AGE

Universe: Persons for who poverty status is determined  
Income in 1989 above poverty level:

|                   |       |
|-------------------|-------|
| Male:             |       |
| Under 5 years     | 343   |
| 5 years           | 60    |
| 6 to 11 years     | 593   |
| 12 to 17 years    | 726   |
| 18 to 64 years    | 3,667 |
| 65 to 74 years    | 454   |
| 75 years and over | 113   |

|                   |       |
|-------------------|-------|
| Female:           |       |
| Under 5 years     | 355   |
| 5 years           | 62    |
| 6 to 11 years     | 564   |
| 12 to 17 years    | 478   |
| 18 to 64 years    | 4,378 |
| 65 to 74 years    | 434   |
| 75 years and over | 358   |

|                                     |     |
|-------------------------------------|-----|
| Income in 1989 below poverty level: |     |
| Male:                               |     |
| Under 5 years                       | 443 |
| 5 years                             | 128 |
| 6 to 11 years                       | 401 |

(Sub)Exhibit 1.  
(To Roosevelt/Cicero Redevelopment Plan)

1990 Selected Census Data.  
(Page 10 of 14)

|                   |       |
|-------------------|-------|
| 12 to 17 years    | 453   |
| 18 to 64 years    | 1,259 |
| 65 to 74 years    | 91    |
| 75 years and over | 63    |
| Female:           |       |
| Under 5 years     | 391   |
| 5 years           | 69    |
| 6 to 11 years     | 587   |
| 12 to 17 years    | 438   |
| 18 to 64 years    | 1,902 |
| 65 to 74 years    | 186   |
| 75 years and over | 76    |

100-PERCENT COUNT OF HOUSING UNITS

|                         |       |
|-------------------------|-------|
| Universe: Housing Units |       |
| Total                   | 6,639 |

OCCUPANCY STATUS

|                         |       |
|-------------------------|-------|
| Universe: Housing units |       |
| Occupied                | 6,090 |
| Vacant                  | 557   |

TENURE

|                                  |       |
|----------------------------------|-------|
| Universe: Occupied Housing Units |       |
| Owner occupied                   | 2,062 |
| Rent occupied                    | 4,483 |

AGGREGATE PERSONS BY TENURE

|                                  |        |
|----------------------------------|--------|
| Universe: Occupied housing units |        |
| Owner occupied                   | 8,816  |
| Renter occupied                  | 12,316 |

AGGREGATE PERSONS BY TENURE BY RACE OF HOUSEHOLDER

|                                             |        |
|---------------------------------------------|--------|
| Universe: Persons in occupied housing units |        |
| Total                                       |        |
| Owner occupied:                             |        |
| White                                       | 754    |
| Black                                       | 5,845  |
| American Indian, Eskimo, or Alut            | 0      |
| Asian or Pacific Islander                   | 72     |
| Other race                                  | 145    |
| Renter occupied:                            |        |
| White                                       | 851    |
| Black                                       | 11,258 |
| American Indian, Eskimo, or Alut            | 148    |
| Asian or Pacific Islander                   | 8      |
| Other race                                  | 45     |

(Sub)Exhibit 1.  
(To Roosevelt/Cicero Redevelopment Plan)

1990 Selected Census Data.  
(Page 11 of 14)

SOURCE OF WATER

Universe: Year-Round Housing Units

Source of Water

|                                  |       |
|----------------------------------|-------|
| Public system or private company | 6,657 |
| Individual well                  |       |
| Drilled                          | 0     |
| Dug                              | 0     |
| Some other source                | 0     |

SEWAGE DISPOSAL

Universe: Year-Round Housing Units

Sewage Disposal

|                         |       |
|-------------------------|-------|
| Public sewer            | 6,502 |
| Septic tank or cesspool | 74    |
| Other means             | 81    |

YEAR STRUCTURE BUILT

Universe: Housing Units

|                    |       |
|--------------------|-------|
| 1989 to March 1990 | 50    |
| 1985 to 1988       | 0     |
| 1980 to 1984       | 285   |
| 1970 to 1979       | 78    |
| 1960 to 1969       | 486   |
| 1950 to 1959       | 679   |
| 1940 to 1949       | 1,331 |
| 1939 or earlier    | 3,748 |

MEDIAN YEAR STRUCTURE BUILT

Universe: Housing Units

|                             |        |
|-----------------------------|--------|
| Median year structure built | 13,584 |
|-----------------------------|--------|

YEAR STRUCTURE BUILT

Universe: Vacant Housing Units

|                    |     |
|--------------------|-----|
| 1989 to March 1990 | 3   |
| 1985 to 1988       | 0   |
| 1980 to 1984       | 9   |
| 1970 to 1979       | 0   |
| 1960 to 1969       | 48  |
| 1950 to 1959       | 32  |
| 1940 to 1949       | 132 |
| 1939 or earlier    | 343 |

(Sub)Exhibit 1.  
(To Roosevelt/Cicero Redevelopment Plan)

1990 Selected Census Data  
(Page 12 of 14)

PLUMBING FACILITIES BY UNITS IN STRUCTURE

Universe: Housing Units

Complete plumbing facilities:

|                        |       |
|------------------------|-------|
| 1, detached            | 917   |
| 1, attached            | 169   |
| 2                      | 2,439 |
| 3 or 4                 | 1,783 |
| 5 to 9                 | 421   |
| 10 to 19               | 485   |
| 20 to 49               | 242   |
| 50 or more             | 0     |
| Mobile home or trailer | 11    |
| Other                  | 45    |

Lacking complete plumbing facilities:

|                        |    |
|------------------------|----|
| 1, detached            | 26 |
| 1, attached            | 0  |
| 2                      | 55 |
| 3 or 4                 | 31 |
| 5 to 9                 | 21 |
| 10 to 19               | 12 |
| 20 to 49               | 0  |
| 50 or more             | 0  |
| Mobile home or trailer | 0  |
| Other                  | 0  |

HOUSE HEATING FUEL

Universe: Occupied Housing Units

|                          |       |
|--------------------------|-------|
| Utility gas              | 5,963 |
| Bottled, tank, or LP gas | 133   |
| Electricity              | 142   |
| Fuel oil, kerosene, etc. | 153   |
| Coal or coke             | 0     |
| Wood                     | 0     |
| Solar energy             | 14    |
| Other fuel               | 57    |
| No fuel used             | 63    |

(Sub)Exhibit 1.  
(To Roosevelt/Cicero Redevelopment Plan)

1990 Selected Census Data.

(Page 13 of 14)

|                                                   |       |
|---------------------------------------------------|-------|
| VALUE                                             |       |
| Universe: Specified owner-occupied housing units  |       |
| Less than \$15,000                                | 49    |
| \$15,000 to \$19,999                              | 27    |
| \$20,000 to \$24,999                              | 27    |
| \$25,000 to \$29,999                              | 57    |
| \$30,000 to \$34,999                              | 23    |
| \$35,000 to \$39,999                              | 100   |
| \$40,000 to \$44,999                              | 64    |
| \$45,000 to \$49,999                              | 58    |
| \$50,000 to \$59,999                              | 123   |
| \$60,000 to \$74,999                              | 150   |
| \$75,000 to \$99,999                              | 72    |
| \$100,000 to \$124,999                            | 10    |
| \$125,000 to \$149,999                            | 0     |
| \$150,000 to \$174,999                            | 0     |
| \$175,000 to \$199,999                            | 0     |
| \$200,000 to \$249,999                            | 0     |
| \$250,000 to \$299,999                            | 0     |
| \$300,000 to \$399,999                            | 0     |
| \$400,000 to \$499,999                            | 0     |
| \$500,000 or more                                 | 0     |
| GROSS RENT                                        |       |
| Universe: Specified Renter-Occupied Housing Units |       |
| With cash rent                                    | 0     |
| Less than \$100                                   | 97    |
| \$100 to \$149                                    | 127   |
| \$150 to \$199                                    | 119   |
| \$200 to \$249                                    | 139   |
| \$250 to \$299                                    | 367   |
| \$300 to \$349                                    | 474   |
| \$350 to \$399                                    | 640   |
| \$400 to \$449                                    | 647   |
| \$450 to \$499                                    | 417   |
| \$500 to \$549                                    | 331   |
| \$550 to \$599                                    | 190   |
| \$600 to \$649                                    | 147   |
| \$650 to \$699                                    | 98    |
| \$700 to \$749                                    | 49    |
| \$750 to \$999                                    | 47    |
| \$1,000 or more                                   | 12    |
| No cash rent                                      | 82    |
| UNITS IN STRUCTURE                                |       |
| Universe: Housing units                           |       |
| 1, detached                                       | 943   |
| 1, attached                                       | 3,860 |
| 2                                                 | 2,494 |
| 3 or 4                                            | 1,814 |
| 5 to 9                                            | 442   |
| 10 to 19                                          | 497   |

(Sub)Exhibit 1.  
(To Roosevelt/Cicero Redevelopment Plan)

1990 Selected Census Data.  
(Page 14 of 14)

|                        |     |
|------------------------|-----|
| 20 to 49               | 242 |
| 50 or more             | 0   |
| Mobile home or trailer | 11  |
| Other                  | 45  |

CONDOMINIUM STATUS BY VACANCY STATUS

Universe: Vacant housing units

Condominium:

|                                               |   |
|-----------------------------------------------|---|
| For rent                                      | 0 |
| For sale only                                 | 0 |
| For seasonal, recreational, or occasional use | 0 |
| All other vacants                             | 0 |

Not condominium:

|                                               |     |
|-----------------------------------------------|-----|
| For rent                                      | 255 |
| For sale only                                 | 8   |
| For seasonal, recreational, or occasional use | 7   |
| All other vacants                             | 297 |

CONDOMINIUM STATUS BY TENURE AND MORTGAGE STATUS

Universe: Occupied housing units

Condominium:

|                 |   |
|-----------------|---|
| Owner occupied: |   |
| With a mortgage | 0 |
| Not mortgaged   | 0 |
| Renter occupied | 0 |

Not condominium:

|                 |       |
|-----------------|-------|
| Owner occupied: |       |
| With a mortgage | 924   |
| Not mortgaged   | 1,183 |
| Renter occupied | 3,983 |
|                 | 0     |

*(Sub)Exhibit 3.*  
 (To Roosevelt/Cicero Redevelopment Plan)

*Building Permit Requests.*  
 (Page 1 of 2)

**NEW CONSTRUCTION/INVESTMENT PERMITS**

| PERMIT # | DATE     | ADDRESS                   | INVESTMENT         |
|----------|----------|---------------------------|--------------------|
| 766775   | 3/22/93  | 1643 S. Kilbourn Ave.     | \$120,360          |
| 766776   | 3/22/93  | 1645 S. Kilbourn Ave.     | \$45,000           |
| 766949   | 3/26/93  | 1645 S. Kilbourn Ave.     | \$185,200          |
| 766979   | 3/26/93  | 4800 W. Roosevelt Rd.     | \$300,000          |
| 767568   | 4/8/93   | 5410 W. Roosevelt Rd.     | \$13,000           |
| 770621   | 6/11/93  | 1645 S. Kilbourn Ave.     | \$200,000          |
| 772642   | 7/26/93  | 4501 W. 16th St.          | \$23,000           |
| 778350   | 11/15/93 | 1821 S. Kilbourn Ave.     | \$1,900,000        |
| 792815   | 9/20/94  | 4510 W. 16th St.          | \$8,700            |
| 799314   | 2/2/95   | 4508 W. 16th St.          | \$7,025            |
| 805494   | 6/7/95   | 4526 W. Granshaw St.      | \$6,200            |
| 829884   | 8/19/96  | 1431 S. Kilbourn Ave.     | \$8,500            |
| 830907   | 9/4/96   | 4422 W. Roosevelt Rd.     | \$2,000            |
| 836222   | 11/20/96 | 1840 S. Kilbourn Ave.     | \$95,000           |
| 837846   | 12/17/96 | 734 S. Springfield Ave.   | \$5,700            |
| 851405   | 7/14/97  | 1645 S. Kilbourn Ave.     | \$80,000           |
|          |          |                           |                    |
|          |          | <b>TOTAL (16 permits)</b> | <b>\$3,200,868</b> |

**DEMOLITION PERMITS**

| PERMIT # | DATE     | ADDRESS               | INVESTMENT |
|----------|----------|-----------------------|------------|
| 764447   | 01/13/93 | 4652 W. Polk St       | \$0        |
| 771231   | 6/24/93  | 4347 W. Fifth Ave.    | \$0        |
| 777484   | 10/27/93 | 1821 S. Kilbourn Ave. | \$0        |

*(Sub)Exhibit 3.*  
(To Roosevelt/Cicero Redevelopment Plan)

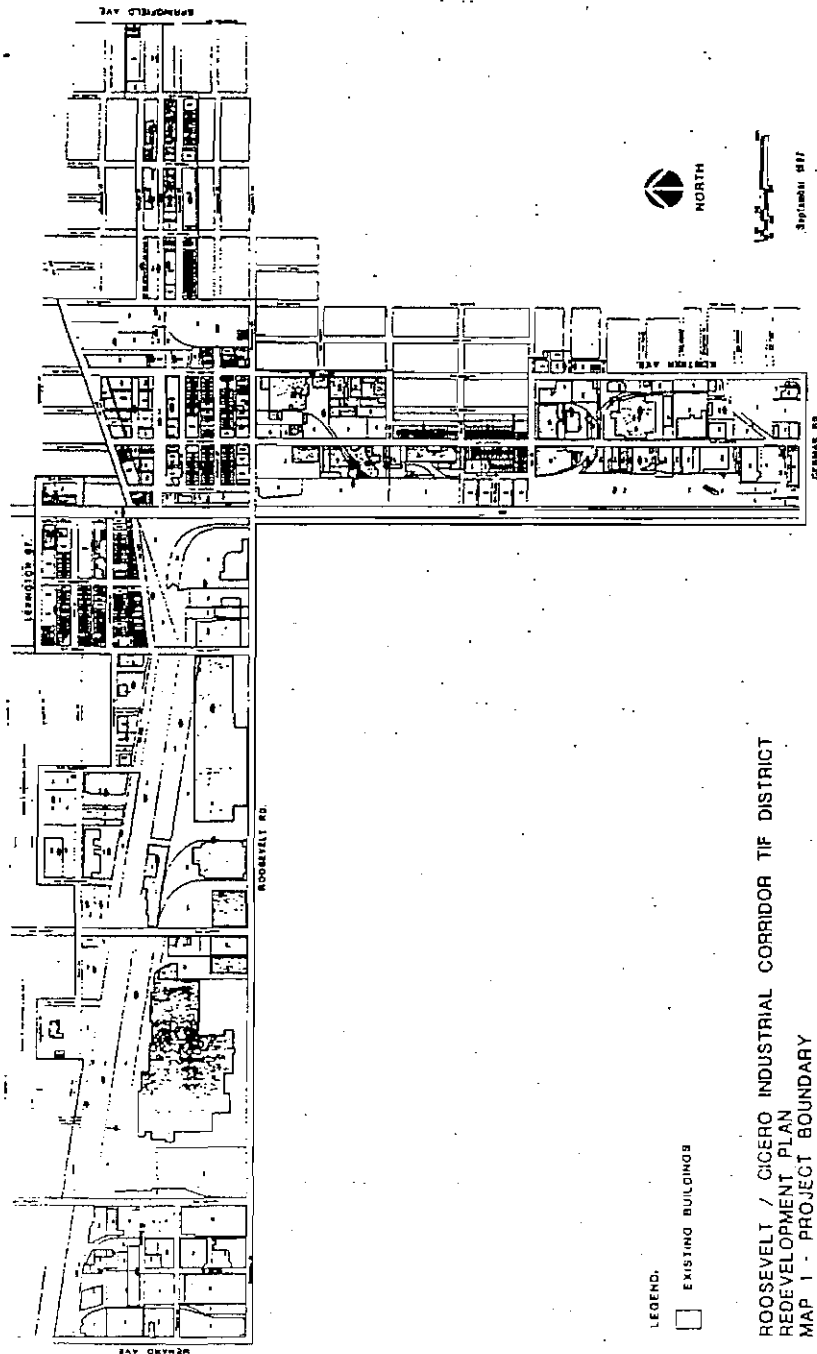
*Building Permit Requests.*  
(Page 2 of 2)

|          |          |                                      |                    |
|----------|----------|--------------------------------------|--------------------|
| 779739   | 12/17/93 | 916 S. Springfield                   | \$0                |
| 790096   | 8/8/94   | 5700 W. Roosevelt Rd.                | \$0                |
| 803252   | 4/28/95  | 4515 W. Fifth Ave.                   | \$1,500            |
| 805116   | 5/31/95  | 1157 S. Kostner Ave.                 | \$0                |
| 810268   | 8/28/95  | 4225 W. Fillmore St.                 | \$0                |
| 810716   | 9/5/95   | 4512 W. 16th St.                     | \$0                |
| 811356   | 9/18/95  | 1330 S. Kilbourn Ave.                | \$5,000            |
| 817584   | 1/23/96  | 5600 W. Roosevelt Rd.                | \$0                |
| 96002357 | 03/27/96 | 4641 W. Arthington St.               | \$7,450            |
| 96002358 | 03/27/96 | 4625 W. Arthington Rd.               | \$7,450            |
| 96009916 | 07/23/96 | 5300 W. Roosevelt Rd.                | \$20,000           |
| 829462   | 8/13/96  | 5660 W. Taylor St.                   | \$50,000           |
| 831821   | 9/19/96  | 5300 W. Roosevelt Rd.                | \$32,800           |
| 835818   | 11/14/96 | 4704 W. Fifth Ave.                   | \$36,000           |
| 836697   | 11/26/96 | 4747 W. Arthington St.               | \$5,200            |
| 840521   | 02/10/97 | 4456 W. 16th St.                     | \$14,700           |
| 842924   | 03/21/97 | 4426 W. Greshaw St.                  | \$5,500            |
| 844956   | 04/22/97 | 5740 W. Roosevelt Rd                 | \$800,000          |
| 845814   | 05/06/97 | 1427 S. Kilbourn Ave.                | \$7,300            |
| 845829   | 05/06/97 | 4733 W. Arthington St.               | \$14,700           |
| 851932   | 07/17/97 | 1318 S. Kilbourn Ave.                | \$414,000          |
| 854000   | 08/04/97 | 4445 W. Fifth Ave.                   | \$5,000            |
|          |          | <b>TOTAL (25 demolition permits)</b> | <b>\$1,426,600</b> |



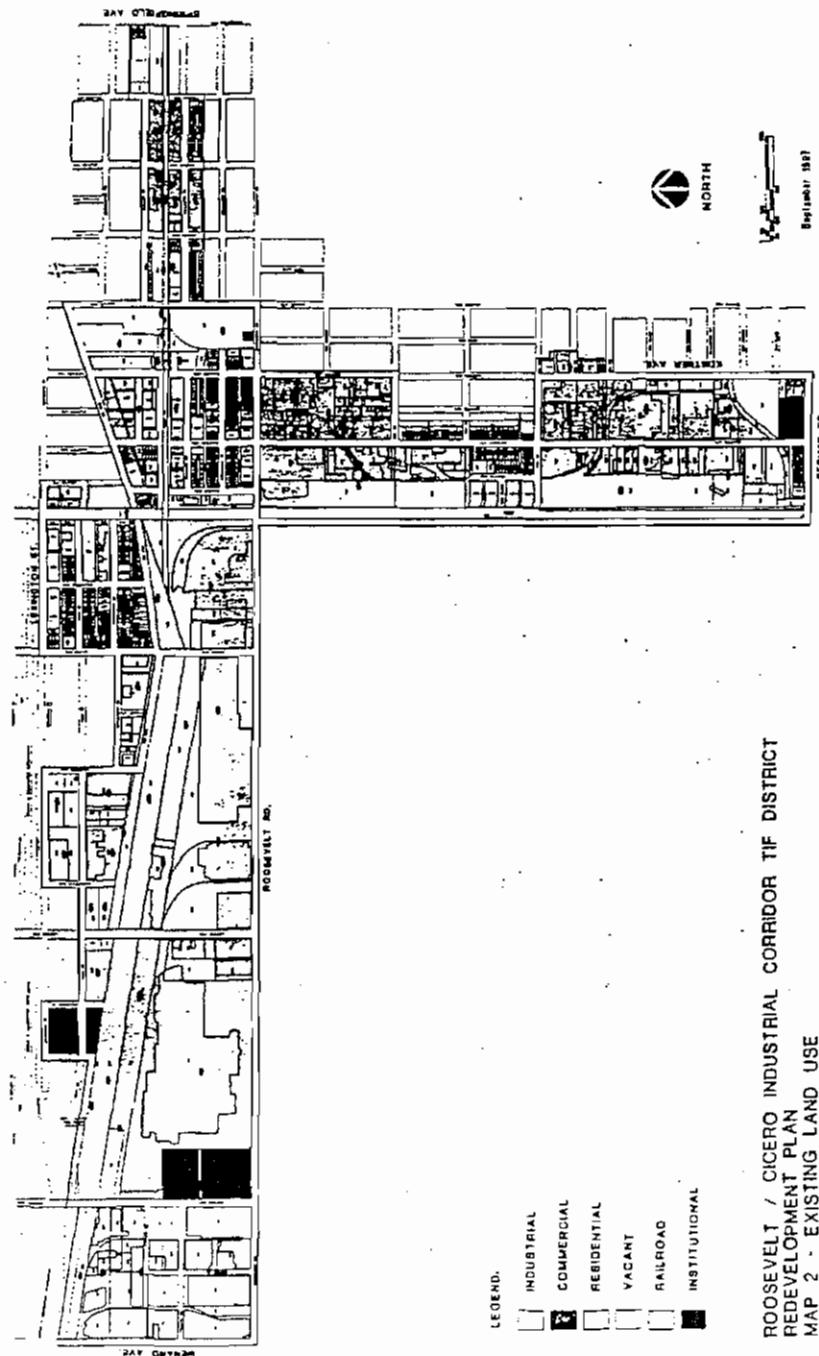
(Sub)Exhibit 4/Map 1.  
(To Roosevelt/Cicero Redevelopment Plan)

*Project Boundary.*



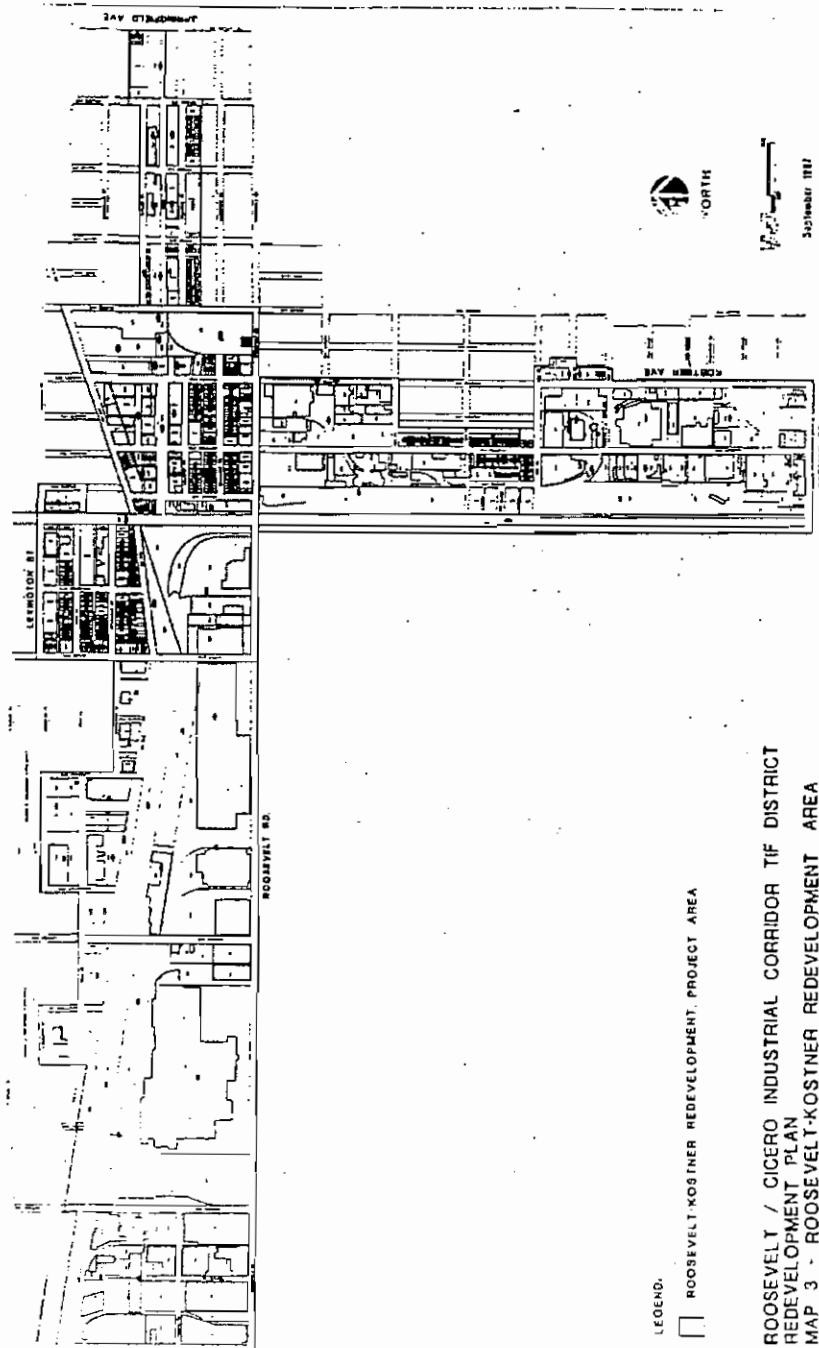
(Sub)Exhibit 4/Map 2.  
(To Roosevelt/Cicero Redevelopment Plan)

*Existing Land-Use.*



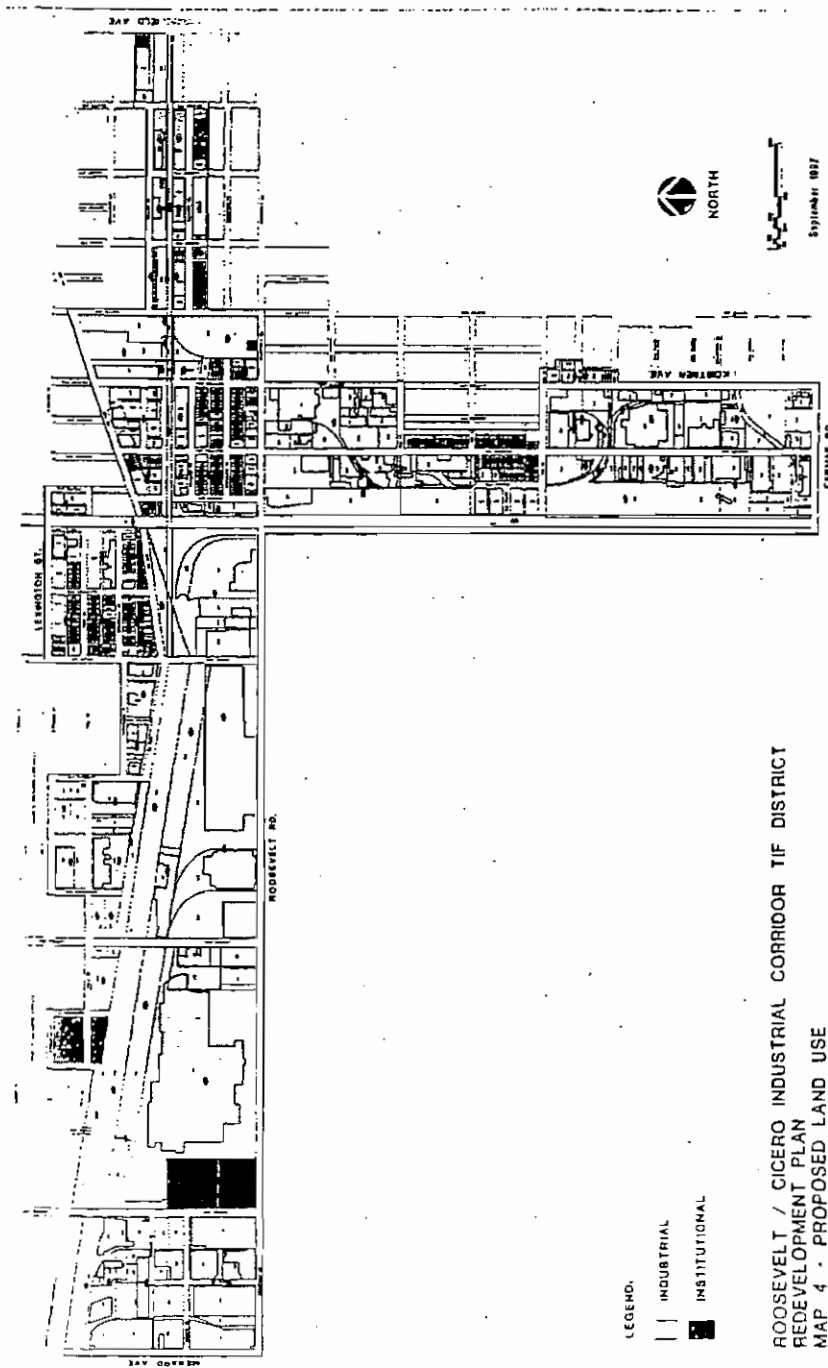
(Sub)Exhibit 4/Map 3.  
(To Roosevelt/Cicero Redevelopment Plan)

*Roosevelt/Kostner Redevelopment Area.*



(Sub)Exhibit 4/Map 4.  
(To Roosevelt/Cicero Redevelopment Plan)

*Proposed Land-Use.*



*(Sub)Exhibit 2.*  
 (To Roosevelt/Cicero Eligibility Study)

*Building Permit Requests.*  
 (Page 1 of 2)

**NEW CONSTRUCTION/INVESTMENT PERMITS**

| PERMIT # | DATE     | ADDRESS                   | INVESTMENT         |
|----------|----------|---------------------------|--------------------|
| 766775   | 3/22/93  | 1643 S. Kilbourn Ave.     | \$320,360          |
| 766776   | 3/22/93  | 1645 S. Kilbourn Ave.     | \$45,000           |
| 766949   | 3/26/93  | 1645 S. Kilbourn Ave.     | \$185,200          |
| 766979   | 3/26/93  | 4800 W. Roosevelt Rd.     | \$300,000          |
| 767568   | 4/8/93   | 5410 W. Roosevelt Rd.     | \$13,000           |
| 770621   | 6/11/93  | 1645 S. Kilbourn Ave.     | \$200,000          |
| 772642   | 7/26/93  | 4501 W. 16th St.          | \$23,000           |
| 778350   | 11/15/93 | 1821 S. Kilbourn Ave.     | \$1,900,000        |
| 792815   | 9/20/94  | 4510 W. 16th St.          | \$8,700            |
| 799314   | 2/2/95   | 4508 W. 16th St.          | \$7,026            |
| 805494   | 6/7/95   | 4526 W. Grenshaw St.      | \$6,200            |
| 829884   | 8/19/96  | 1431 S. Kilbourn Ave.     | \$8,500            |
| 830907   | 9/4/96   | 4422 W. Roosevelt Rd.     | \$2,000            |
| 836222   | 11/20/96 | 1840 S. Kilbourn Ave.     | \$95,000           |
| 837646   | 12/17/96 | 734 S. Springfield Ave.   | \$6,700            |
| 851405   | 7/14/97  | 1645 S. Kilbourn Ave.     | \$80,000           |
|          |          |                           |                    |
|          |          | <b>TOTAL (16 permits)</b> | <b>\$3,200,868</b> |

**DEMOLITION PERMITS**

| PERMIT # | DATE     | ADDRESS               | INVESTMENT |
|----------|----------|-----------------------|------------|
| 764447   | 01/13/93 | 4652 W. Polk St       | \$0        |
| 771231   | 6/24/93  | 4347 W. Fifth Ave.    | \$0        |
| 777484   | 10/27/93 | 1821 S. Kilbourn Ave. | \$0        |
| 779739   | 12/17/93 | 916 S. Springfield    | \$0        |

*(Sub)Exhibit 2.*  
(To Roosevelt/Cicero Eligibility Study)

*Building Permit Requests.*  
(Page 2 of 2)

|          |          |                                      |                    |
|----------|----------|--------------------------------------|--------------------|
| 790096   | 8/8/94   | 5700 W. Roosevelt Rd.                | \$0                |
| 803252   | 4/28/95  | 4515 W. Fifth Ave.                   | \$1,500            |
| 805116   | 5/31/95  | 1157 S. Kostner Ave.                 | \$0                |
| 810268   | 8/28/95  | 4225 W. Fillmore St.                 | \$0                |
| 810716   | 9/5/95   | 4512 W. 16th St.                     | \$0                |
| 811356   | 9/18/95  | 1330 S. Kilbourn Ave.                | \$5,000            |
| 817584   | 1/23/96  | 5600 W. Roosevelt Rd.                | \$0                |
| 96002357 | 03/27/96 | 4641 W. Arthington St.               | \$7,450            |
| 96002358 | 03/27/96 | 4625 W. Arthington Rd.               | \$7,450            |
| 96009916 | 07/23/96 | 5300 W. Roosevelt Rd.                | \$20,000           |
| 829462   | 8/13/96  | 5660 W. Taylor St.                   | \$50,000           |
| 831821   | 9/19/96  | 5300 W. Roosevelt Rd.                | \$32,800           |
| 835818   | 11/14/96 | 4704 W. Fifth Ave.                   | \$36,000           |
| 836697   | 11/26/96 | 4747 W. Arthington St.               | \$5,200            |
| 840521   | 02/10/97 | 4456 W. 16th St.                     | \$14,700           |
| 842924   | 03/21/97 | 4426 W. Grenshaw St.                 | \$5,500            |
| 844956   | 04/22/97 | 5740 W. Roosevelt Rd                 | \$800,000          |
| 845814   | 05/06/97 | 1427 S. Kilbourn Ave.                | \$7,300            |
| 845829   | 05/06/97 | 4733 W. Arthington St.               | \$14,700           |
| 851932   | 07/17/97 | 1318 S. Kilbourn Ave.                | \$414,000          |
| 854000   | 08/04/97 | 4445 W. Fifth Ave.                   | \$5,000            |
|          |          | <b>TOTAL (25 demolition permits)</b> | <b>\$1,426,600</b> |

(Sub)Exhibit 3.  
(To Roosevelt/Cicero Eligibility Study)

*Building Code Violations.*

EXHIBIT 3 - BUILDING CODE VIOLATIONS

|                        |                        |                       |
|------------------------|------------------------|-----------------------|
| 4641 W. Arthington St. | 1300 S. Kilbourn Ave.  | 4340 W. Roosevelt Rd. |
| 4653 W. Arthington St. | 1318 S. Kilbourn Ave.  | 4350 W. Roosevelt Rd. |
| 4719 W. Arthington St. | 1348 S. Kilbourn Ave.  | 4401 W. Roosevelt Rd. |
| 4723 W. Arthington St. | 1400 S. Kilbourn Ave.  | 4402 W. Roosevelt Rd. |
| 4728 W. Arthington St. | 1402 S. Kilbourn Ave.  | 4412 W. Roosevelt Rd. |
| 4747 W. Arthington St. | 1411 S. Kilbourn Ave.  | 4424 W. Roosevelt Rd. |
| 4819 W. Arthington St. | 1427 S. Kilbourn Ave.  | 4436 W. Roosevelt Rd. |
| 4949 W. Arthington St. | 1501 S. Kilbourn Ave.  | 4442 W. Roosevelt Rd. |
| 4400 W. Cermak Rd.     | 1508 S. Kilbourn Ave.  | 4516 W. Roosevelt Rd. |
| 4450 W. Cermak Rd.     | 1531 S. Kilbourn Ave.  | 4538 W. Roosevelt Rd. |
| 4506 W. Cermak Rd.     | 1534 S. Kilbourn Ave.  | 4718 W. Roosevelt Rd. |
| 739 S. Cicero Ave.     | 1537 S. Kilbourn Ave.  | 4734 W. Roosevelt Rd. |
| 759 S. Cicero Ave.     | 1637 S. Kilbourn Ave.  | 4800 W. Roosevelt Rd. |
| 801 S. Cicero Ave.     | 1812 S. Kilbourn Ave.  | 5100 W. Roosevelt Rd. |
| 815 S. Cicero Ave.     | 1820 S. Kilbourn Ave.  | 5140 W. Roosevelt Rd. |
| 900 S. Cicero Ave.     | 1821 S. Kilbourn Ave.  | 5200 W. Roosevelt Rd. |
| 901 S. Cicero Ave.     | 1846 S. Kilbourn Ave.  | 5300 W. Roosevelt Rd. |
| 921 S. Cicero Ave.     | 1914 S. Kilbourn Ave.  | 5600 W. Roosevelt Rd. |
| 927 S. Cicero Ave.     | 2001 S. Kilbourn Ave.  | 5626 W. Roosevelt Rd. |
| 1030 S. Cicero Ave.    | 2140 S. Kilbourn Ave.  | 5700 W. Roosevelt Rd. |
| 1111 S. Cicero Ave.    | 922 S. Kilpatrick Ave. | 5750 W. Roosevelt Rd. |
| 1142 S. Cicero Ave.    | 1007 S. Kolmar Ave.    | 4001 W. Taylor St.    |
| 4515 W. Fifth Ave.     | 900 S. Kostner Ave.    | 4131 W. Taylor St.    |
| 4724 W. Fifth Ave.     | 1000 S. Kostner Ave.   | 4501 W. 16th St.      |
| 4746 W. Fifth Ave.     | 1034 S. Kostner Ave.   | 4508 W. 16th St.      |
| 4100 W. Fillmore St.   | 1100 S. Kostner Ave.   | 4510 W. 16th St.      |
| 4108 W. Fillmore St.   | 1125 S. Kostner Ave.   | 4512 W. 16th St.      |
| 4112 W. Fillmore St.   | 1157 S. Kostner Ave.   |                       |
| 4225 W. Fillmore St.   | 1200 S. Kostner Ave.   |                       |
| 4227 W. Fillmore St.   | 1330 S. Kostner Ave.   |                       |
| 4235 W. Fillmore St.   | 1338 S. Kostner Ave.   |                       |
| 4242 W. Fillmore St.   | 1350 S. Kostner Ave.   |                       |
| 4247 W. Fillmore St.   | 1850 S. Kostner Ave.   |                       |
| 4249 W. Fillmore St.   | 4535 W. Lexington St.  |                       |
| 4251 W. Fillmore St.   | 4553 W. Lexington St.  |                       |
| 4413 W. Fillmore St.   | 4701 W. Lexington St.  |                       |
| 4425 W. Fillmore St.   | 5055 W. Lexington St.  |                       |
| 4444 W. Fillmore St.   | 5109 W. Lexington St.  |                       |
| 4455 W. Fillmore St.   | 5117 W. Lexington St.  |                       |
| 4506 W. Fillmore St.   | 4600 W. Polk St.       |                       |
| 4510 W. Fillmore St.   | 4640 W. Polk St.       |                       |
| 4426 W. Grenshaw St.   | 4706 W. Polk St.       |                       |
| 1001 S. Keeler Ave.    | 4713 W. Polk St.       |                       |
| 1102 S. Keeler Ave.    | 4738 W. Polk St.       |                       |
| 1024 S. Kilbourn Ave.  | 4739 W. Polk St.       |                       |
| 1101 S. Kilbourn Ave.  | 4740 W. Polk St.       |                       |
| 1235 S. Kilbourn Ave.  | 4742 W. Polk St.       |                       |
| 1242 S. Kilbourn Ave.  | 5059 W. Polk St.       |                       |
| 1246 S. Kilbourn Ave.  | 5263 W. Polk St.       |                       |

Total: 125 building code violations

(Sub)Exhibit 4.  
(To Roosevelt/Cicero Eligibility Study)

*Distribution Of Criteria Matrix.*  
(Page 1 of 3)

EXHIBIT 4 - DISTRIBUTION OF CRITERIA MATRIX

| BLOCK     | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 |
|-----------|---|---|---|---|---|---|---|---|---|----|----|----|----|----|
| 16 14 317 | X |   | X | X |   |   |   |   |   | P  | P  | X  | X  |    |
| 16 14 319 | X | X | P | P |   |   |   |   |   |    | P  | X  | X  |    |
| 16 15 308 | X | X | X | X |   |   | P |   |   |    | P  | P  | X  |    |
| 16 15 309 | X | X | X | X |   |   |   |   |   |    | X  | X  | X  |    |
| 16 15 310 | X | P | X | X |   |   | P |   | P |    | P  | X  | X  |    |
| 16 15 311 | X | P | X | X |   |   | P |   | P |    | P  | X  | X  |    |
| 16 15 312 | X | X | X | X |   |   | X |   |   |    | P  | P  | X  |    |
| 16 15 313 | X | X | X | X |   |   | P |   |   |    | X  | X  | X  |    |
| 16 15 314 | X | X | X | X |   |   | P |   | X |    | X  | X  | X  |    |
| 16 15 319 | X | X | P | X |   |   | P |   |   |    | P  | X  | X  |    |
| 16 15 320 | X |   | X | P |   |   |   |   |   |    | P  | X  | X  |    |
| 16 15 321 | X |   | X | X |   |   | X |   |   |    |    |    | X  |    |
| 16 15 322 |   |   | X |   |   |   |   |   |   |    |    |    | X  |    |
| 16 15 323 | X | X | X | X |   |   | P |   |   |    | P  | P  | X  |    |
| 16 15 324 | X |   | X | X |   |   | P |   |   |    | P  | P  | X  |    |
| 16 15 325 | X | X | X | X |   |   |   |   |   |    | X  | X  | X  |    |
| 16 15 326 | X | X | X | P |   |   | P |   | P | P  | P  | X  | X  |    |
| 16 15 327 | X | X | X | X |   |   | P |   | P | P  | X  | X  | X  |    |
| 16 15 328 | X |   | X | X |   |   | X |   |   |    | P  | X  | X  |    |

## Key

X Present to a Major Extent  
P Present  
Not Present

## Criteria

1 AGE  
2 DILAPIDATION  
3 OBSOLESCENCE  
4 DETERIORATION  
5 ILLEGAL USE OF INDIVIDUAL STRUCTURES  
6 PRESENCE OF STRUCTURES BELOW  
MINIMUM CODE  
7 EXCESSIVE VACANCIES

8 OVERCROWDING  
9 LACK OF VENTILATION, LIGHT OR SANITARY  
FACILITIES  
10 INADEQUATE UTILITIES  
11 EXCESSIVE LAND COVERAGE  
12 DELETERIOUS LAND USE OR LAYOUT  
13 DEPRECIATION OF PHYSICAL MAINTENANCE  
14 LACK OF COMMUNITY PLANNING



*(Sub)Exhibit 4.*  
 (To Roosevelt/Cicero Eligibility Study)

*Distribution Of Criteria Matrix.*  
 (Page 2 of 3)

EXHIBIT 4 - DISTRIBUTION OF CRITERIA MATRIX (CONT.)

| BLOCK     | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 |
|-----------|---|---|---|---|---|---|---|---|---|----|----|----|----|----|
| 16 15 329 | X | P | X | X |   |   | P |   |   | P  | P  | P  | X  |    |
| 16 15 415 | X | P | X | X |   |   |   |   |   |    |    | X  | X  |    |
| 16 15 419 | X | X | X |   |   | X |   |   |   | P  | P  | X  | X  |    |
| 16 15 420 | X | X | X | P |   |   |   |   |   |    | X  | X  | X  |    |
| 16 15 421 | X | X | X | P |   |   |   |   | P |    | X  |    | X  |    |
| 16 15 422 | X | P | X | X |   |   | P |   |   |    |    | X  | X  |    |
| 16 15 423 |   |   | X |   |   |   |   |   |   |    |    | X  | X  |    |
| 16 15 424 | X |   | P | P |   | P |   |   |   |    | P  | P  | P  |    |
| 16 15 425 | X | P | X | P |   |   | P |   |   |    |    | X  | X  |    |
| 16 15 501 |   |   |   |   |   |   |   |   |   |    |    |    |    |    |
| 16 15 502 |   |   |   |   |   |   |   |   |   |    |    |    |    |    |
| 16 16 307 | X | X |   |   | P |   |   |   |   |    |    |    | X  |    |
| 16 16 308 |   |   |   |   |   |   | X |   |   |    |    |    | X  |    |
| 16 16 309 |   |   |   |   |   |   | X |   |   |    |    | X  | X  |    |
| 16 16 310 | X | X | X | X |   |   | P |   |   |    | X  | P  | X  |    |
| 16 16 400 |   |   |   | X |   |   | P |   |   |    |    | X  | X  |    |
| 16 16 406 | X | X | X | X |   |   | X |   |   |    | X  | X  | X  |    |
| 16 16 408 | X |   | X | X |   |   |   |   |   |    |    | X  | X  |    |
| 16 16 410 | X |   | X | X |   |   | P |   |   |    | X  | X  | X  |    |

**Key**

X Present to a Major Extent  
 P Present  
 Not Present

**Criteria**

1 AGE  
 2 DILAPIDATION  
 3 OBSOLESCENCE  
 4 DETERIORATION  
 5 ILLEGAL USE OF INDIVIDUAL STRUCTURES  
 6 PRESENCE OF STRUCTURES BELOW  
 MINIMUM CODE  
 7 EXCESSIVE VACANCIES

8 OVERCROWDING  
 9 LACK OF VENTILATION, LIGHT OR SANITARY  
 FACILITIES  
 10 INADEQUATE UTILITIES  
 11 EXCESSIVE LAND COVERAGE  
 12 DELETERIOUS LAND USE OR LAYOUT  
 13 DEPRECIATION OF PHYSICAL MAINTENANCE  
 14 LACK OF COMMUNITY PLANNING

(Sub)Exhibit 4.  
(To Roosevelt/Cicero Eligibility Study)

*Distribution Of Criteria Matrix*  
(Page 3 of 3)

EXHIBIT 4 - DISTRIBUTION OF CRITERIA MATRIX (CONT.)

| BLOCK     | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 |
|-----------|---|---|---|---|---|---|---|---|---|----|----|----|----|----|
| 16 16 411 | X | X | P | X | X |   | P |   |   |    | X  | X  | X  |    |
| 16 16 501 |   |   | X | X |   |   |   |   |   |    |    | X  | X  |    |
| 16 17 400 | X | P | P | X | X |   | P |   |   |    | X  | X  | X  |    |
| 16 17 413 | X | X | X |   |   |   | X |   |   |    |    |    |    |    |
| 16 17 500 |   |   |   |   |   |   |   |   |   |    |    |    |    |    |
| 16 17 501 |   |   |   |   |   |   |   |   |   |    |    |    | X  |    |
| 16 22 106 | X | X | X | X |   |   | P |   |   |    | P  | X  | X  |    |
| 16 22 107 | X |   | X | X |   |   | P |   |   | P  |    | P  | X  |    |
| 16 22 109 | X | P | X | X |   |   |   |   |   |    | P  | X  | X  |    |
| 16 22 113 |   |   | X |   |   |   |   |   |   |    |    |    |    |    |
| 16 22 114 |   |   | X | X |   |   |   |   |   |    |    | X  | X  |    |
| 16 22 115 | X | P | X | X |   |   | X |   |   |    | P  | X  | X  |    |
| 16 22 116 | X | P | X | X |   |   | P |   |   |    |    | X  | X  |    |
| 16 22 312 | X | P | X | X |   |   | P |   |   |    | X  | P  | X  |    |
| 16 22 313 | X | P | X | X |   |   | P |   |   |    | X  | P  | X  |    |
| 16 22 400 | X |   | X | X |   |   | X |   |   |    | X  | X  | X  |    |
| 16 22 402 | X |   | X | X |   |   |   |   |   |    | X  | X  | X  |    |
| 16 22 500 |   |   |   |   |   |   |   |   |   |    |    |    |    |    |
| 16 22 501 |   | X | X |   |   |   |   |   |   |    |    |    |    |    |
| 16 22 502 |   |   |   |   |   |   |   |   |   |    |    |    |    |    |

## Key

X Present to a Major Extent  
P Present  
Not Present

## Criteria

1 AGE  
2 DILAPIDATION  
3 OBSOLESCENCE  
4 DETERIORATION  
5 ILLEGAL USE OF INDIVIDUAL STRUCTURES  
6 PRESENCE OF STRUCTURES BELOW  
MINIMUM CODE  
7 EXCESSIVE VACANCIES

8 OVERCROWDING  
9 LACK OF VENTILATION, LIGHT OR SANITARY  
FACILITIES  
10 INADEQUATE UTILITIES  
11 EXCESSIVE LAND COVERAGE  
12 DELETERIOUS LAND USE OR LAYOUT  
13 DEPRECIATION OF PHYSICAL MAINTENANCE  
14 LACK OF COMMUNITY PLANNING

*(Sub)Exhibit 5.*  
 (To Roosevelt/Cicero Eligibility Study)

*Distribution Of Blighted Factors.*  
 (Page 1 of 6)

| A. Block Number                                                                           | 317 | 319 | 308 | 309 | 310 | 311 | 312 | 313 | 314 | 319 |
|-------------------------------------------------------------------------------------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|
| B. Number of Buildings                                                                    | 2   | 2   | 12  | 1   | 22  | 1   | 15  | 2   | 3   | 2   |
| C. Number of Parcels                                                                      | 8   | 5   | 23  | 15  | 34  | 3   | 35  | 36  | 3   | 3   |
| 1. Number of buildings 35 years or older                                                  | 2   | 2   | 12  | 1   | 22  | 1   | 15  | 2   | 3   | 2   |
| 2. A. Number of buildings showing decline of physical maintenance                         | 2   | 2   | 9   | 1   | 22  | 1   | 15  | 2   | 3   | 2   |
| 2. B. Number of parcels with site improvements exhibiting decline of physical maintenance | 5   | 1   | 4   | 14  | 1   | 2   | 25  | 34  | N/A | 1   |
| 3. A. Number of deteriorated buildings                                                    | 2   | 1   | 9   | 1   | 10  | 1   | 15  | 2   | 3   | 1   |
| 3. B. Number of parcels with site improvement that are deteriorated                       | 4   | 0   | 4   | 14  | 1   | 2   | 7   | 34  | N/A | 0   |
| 4. A. Number of dilapidated buildings                                                     | 0   | 1   | 4   | 1   | 5   | 1   | 11  | 2   | 3   | 1   |
| 5. A. Number of obsolete buildings                                                        | 2   | 2   | 6   | 1   | 22  | 1   | 14  | 2   | 3   | 2   |
| 5. B. Number of parcels with site improvements that are obsolete                          | 5   | 0   | 5   | 14  | 8   | 2   | 20  | 34  | N/A | 0   |
| 6. Number of buildings below minimum code                                                 |     |     |     |     |     |     |     |     |     |     |
| 7. Number of buildings lacking ventilation, light, or sanitation facilities               | 0   | 0   | 0   | 0   | 1   | 0   | 0   | 0   | 2   | 0   |
| 8. Number of buildings with illegal uses                                                  | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   |
| 9. Number of buildings with excessive vacancies                                           | 0   | 0   | 5   | 0   | 1   | 1   | 8   | 0   | 1   | 1   |
| 10. Number of parcels with excessive vacancies                                            | 5   | 1   | 3   | 0   | 6   | 2   | 12  | 2   | N/A | 0   |
| 11. Total number of eligibility factors represented in block                              | 8   | 8   | 8   | 7   | 9   | 7   | 8   | 8   | 9   | 8   |

*(Sub)Exhibit 5.*  
 (To Roosevelt/Cicero Eligibility Study)

*Distribution Of Blighted Factors.*  
 (Page 2 of 6)

| A. Block Number                                                                           | 320 | 321 | 323 | 324 | 325 | 326 | 327 | 328 | 329 | 415 |
|-------------------------------------------------------------------------------------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|
| B. Number of Buildings                                                                    | 1   | 2   | 8   | 1   | 3   | 10  | 5   | 4   | 8   | 5   |
| C. Number of Parcels                                                                      | 13  | 2   | 11  | 5   | 9   | 27  | 34  | 21  | 34  | 14  |
| 1. Number of buildings 35 years or older                                                  | 1   | 2   | 8   | 1   | 3   | 10  | 5   | 4   | 6   | 5   |
| 2. A. Number of buildings showing decline of physical maintenance                         | 1   | 2   | 7   | 1   | 3   | 10  | 5   | 4   | 6   | 5   |
| 2. B. Number of parcels with site improvements exhibiting decline of physical maintenance | 12  | N/A | 3   | 3   | 5   | 15  | 27  | 16  | 20  | 9   |
| 3. A. Number of deteriorated buildings                                                    | 1   | 2   | 8   | 1   | 2   | 3   | 2   | 2   | 4   | 5   |
| 3. B. Number of parcels with site improvements that are deteriorated                      | 6   | 0   | 2   | 2   | 3   | 1   | 0   | 4   | 4   | 0   |
| 4. A. Number of dilapidated buildings                                                     | 0   | 0   | 6   | 0   | 2   | 7   | 1   | 0   | 1   | 2   |
| 5. A. Number of obsolete buildings                                                        | 1   | 2   | 7   | 1   | 3   | 10  | 5   | 4   | 8   | 5   |
| 5. B. Number of parcels with site improvements that are obsolete                          | 12  |     | 3   | 1   | 5   | 13  | 13  | 14  | 20  | 9   |
| 6. Number of buildings below minimum code                                                 |     |     |     |     |     |     |     |     |     |     |
| 7. Number of buildings lacking ventilation, light, or sanitation facilities               | 0   | 0   | 0   | 0   | 0   | 4   | 1   | 0   | 0   | 0   |
| 8. Number of buildings with illegal uses                                                  | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   |
| 9. Number of buildings with excessive vacancies                                           | 0   | 7   | 1   | 0   | 0   | 1   | 1   | 2   | 0   | 0   |
| 10. Number of parcels with excessive vacancies                                            | 0   |     | 0   | 1   | 0   | 0   | 0   | 1   | 4   | 0   |
| 11. Total number of eligibility factors represented in block                              | 6   | 5   | 8   | 7   | 7   | 10  | 10  | 7   | 9   | 7   |

*(Sub)Exhibit 5.*  
(To Roosevelt/Cicero Eligibility Study)

*Distribution Of Blighted Factors.*  
(Page 3 of 6)

| A. Block Number                                                                           | 419 | 420 | 421 | 422 | 423 | 424 | 425 | 501 | 502 | 307 |
|-------------------------------------------------------------------------------------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|
| B. Number of Buildings                                                                    | 1   | 3   | 2   | 15  | 0   | 1   | 6   | 0   | 0   | 2   |
| C. Number of Parcels                                                                      | 18  | 5   | 3   | 20  | 2   | 17  | 10  | 4   | 1   | 2   |
| 1. Number of buildings 35 years or older                                                  | 1   | 3   | 2   | 15  | N/A | 0   | 6   | N/A | N/A | 2   |
| 2. A. Number of buildings showing decline of physical maintenance                         | 1   | 3   | 2   | 14  | N/A | 0   | 6   | N/A | N/A | 2   |
| 2. B. Number of parcels with site improvements exhibiting decline of physical maintenance | 14  | 0   | 0   | 2   | 1   | 4   | 3   | 0   | 0   | 0   |
| 3. A. Number of deteriorated buildings                                                    | 0   | 2   | 2   | 13  | N/A | 0   | 4   | N/A | N/A | 3   |
| 3. B. Number of parcels with site improvements that are deteriorated                      | 9   | 0   | 0   | 0   | 0   | 4   | 0   | 0   | 0   | 0   |
| 4. A. Number of dilapidated buildings                                                     | 1   | 1   | 2   | 2   | N/A | 0   | 1   | N/A | N/A | 0   |
| 5. A. Number of obsolete buildings                                                        | 1   | 3   | 1   | 15  | N/A | 2   | 6   | N/A | N/A | 0   |
| 5. B. Number of parcels with site improvements that are obsolete                          | 16  | 0   | 0   | 2   | 2   | 0   | 4   | 0   | 0   | 0   |
| 6. Number of buildings below minimum code                                                 |     |     |     |     |     |     |     |     |     |     |
| 7. Number of buildings lacking ventilation, light, or sanitation facilities               | 0   | 0   | 0   | 0   | N/A | 0   | 0   | N/A | N/A | 0   |
| 8. Number of buildings with illegal uses                                                  | 0   | 0   | 0   | 0   | N/A | 0   | 0   | N/A | N/A | 0   |
| 9. Number of buildings with excessive vacancies                                           | 0   | 0   | 0   | 1   | N/A | 0   | 2   | N/A | N/A | 0   |
| 10. Number of parcels with excessive vacancies                                            | 1   | 0   | 2   | 0   | 0   | 0   | 0   | 0   | 0   | 0   |
| 11. Total number of eligibility factors represented in block                              | 10  | 7   | 7   | 7   | 3   | 3   | 7   | 0   | 0   | 4   |

*(Sub)Exhibit 5.*  
 (To Roosevelt/Cicero Eligibility Study)

*Distribution Of Blighted Factors.*  
 (Page 4 of 6)

| A. Block Number                                                                           | 308 | 309 | 310 | 400 | 408 | 408 | 410 | 411 | 501 | 400 |
|-------------------------------------------------------------------------------------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|
| B. Number of Buildings                                                                    | 0   | 0   | 8   | 0   | 2   | 1   | 4   | 2   | 0   | 1   |
| C. Number of Parcels                                                                      | 1   | 3   | 13  | 4   | 2   | 10  | 6   | 3   | 1   | 5   |
| 1. Number of buildings 35 years or older                                                  | N/A | N/A | 9   | N/A | 2   | 1   | 4   | 2   | N/A | 1   |
| 2. A. Number of buildings showing decline of physical maintenance                         | N/A | N/A | 9   | N/A | 2   | 1   | 4   | 2   | N/A | 1   |
| 2. B. Number of parcels with site improvements exhibiting decline of physical maintenance | 1   | 3   | 4   | 4   | 0   | 1   | 0   | 2   | 1   | 1   |
| 3. A. Number of deteriorated buildings                                                    | N/A | N/A | 9   | N/A | 2   | 1   | 4   | 2   | N/A | 0   |
| 3. B. Number of parcels with site improvements that are deteriorated                      | 0   | 0   | 2   | 4   | 0   | 0   | 0   | 0   | 0   | 1   |
| 4. A. Number of dilapidated buildings                                                     | N/A | N/A | 5   | N/A | 1   | 0   | 2   | 0   | 0   | 0   |
| 5. A. Number of obsolete buildings                                                        | N/A | N/A | 8   | N/A | 2   | 1   | 4   | 2   | N/A | 1   |
| 5. B. Number of parcels with site improvements that are obsolete                          | 1   | 0   | 3   | 4   | 0   | 6   | 0   | 2   | 1   | 0   |
| 6. Number of buildings below minimum code                                                 |     |     |     |     |     |     |     |     |     |     |
| 7. Number of buildings lacking ventilation, light, or sanitation facilities               | N/A | N/A | 0   | N/A | 0   | 0   | 0   | 0   | N/A | 0   |
| 8. Number of buildings with illegal uses                                                  | N/A | N/A | 0   | N/A | 0   | 0   | 0   | 0   | N/A | 0   |
| 9. Number of buildings with excessive vacancies                                           | N/A | N/A | 2   | 2   | 1   | 1   | 1   | 0   | N/A | 0   |
| 10. Number of parcels with excessive vacancies                                            | 1   | 3   | 0   | 0   | 2   | 1   | 0   | 0   | 0   | 1   |
| 11. Total number of eligibility factors represented in block                              | 3   | 3   | 8   | 3   | 8   | 7   | 7   | 5   | 4   | 8   |

*(Sub)Exhibit 5.*  
(To Roosevelt/Cicero Eligibility Study)

*Distribution Of Blighted Factors.*  
(Page 5 of 6)

| A. Block Number                                                                           | 413 | 500 | 501 | 106 | 107 | 109 | 113 | 114 | 115 | 116 | 312 |
|-------------------------------------------------------------------------------------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|
| B. Number of Buildings                                                                    | 11  | 0   | 0   | 3   | 8   | 8   | 0   | 0   | 14  | 8   | 12  |
| C. Number of Parcels                                                                      | 21  | 1   | 1   | 12  | 15  | 21  | 1   | 1   | 37  | 17  | 28  |
| 1. Number of buildings 35 years or older                                                  | 11  | N/A | N/A | 3   | 7   | 8   | N/A | N/A | 10  | 8   | 12  |
| 2. A. Number of buildings showing decline of physical maintenance                         | 11  | N/A | N/A | 3   | 7   | 8   | N/A | N/A | 11  | 8   | 12  |
| 2. B. Number of parcels with site improvements exhibiting decline of physical maintenance | 4   | 0   | 1   | 3   | 6   | 3   | 1   | 1   | 13  | 3   | 5   |
| 3. A. Number of deteriorated buildings                                                    | 11  | N/A | N/A | 3   | 7   | 5   | N/A | N/A | 14  | 7   | 10  |
| 3. B. Number of parcels with site improvements that are deteriorated                      | 3   | 0   | 0   | 0   | 0   | 0   | 1   | 1   | 0   | 1   | 0   |
| 4. A. Number of dilapidated buildings                                                     | 7   | N/A | N/A | 2   | 0   | 4   | N/A | N/A | 3   | 1   | 4   |
| 5. A. Number of obsolete buildings                                                        | 11  | N/A | N/A | 3   | 7   | 8   | N/A | N/A | 12  | 8   | 9   |
| 5. B. Number of parcels with site improvements that are obsolete                          | 2   | 0   | 0   | 2   | 2   | 10  | 1   | 1   | 12  | 5   | 2   |
| 6. Number of buildings below minimum code                                                 |     |     |     |     |     |     |     |     |     |     |     |
| 7. Number of buildings lacking ventilation, light, or sanitation facilities               | 0   | N/A | N/A | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   |
| 8. Number of buildings with illegal uses                                                  | 0   | N/A | N/A | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   |
| 9. Number of buildings with excessive vacancies                                           | 4   | N/A | N/A | 1   | 2   | 0   | 0   | 0   | 1   | 0   | 2   |
| 10. Number of parcels with excessive vacancies                                            | 10  | 0   | 0   | 0   | 0   | 2   | 0   | 0   | 2   | 0   | 0   |
| 11. Total number of eligibility factors represented in block                              | 8   | 1   | 1   | 8   | 7   | 7   | 4   | 4   | 8   | 7   | 11  |

(Sub)Exhibit 5.  
(To Roosevelt/Cicero Eligibility Study)

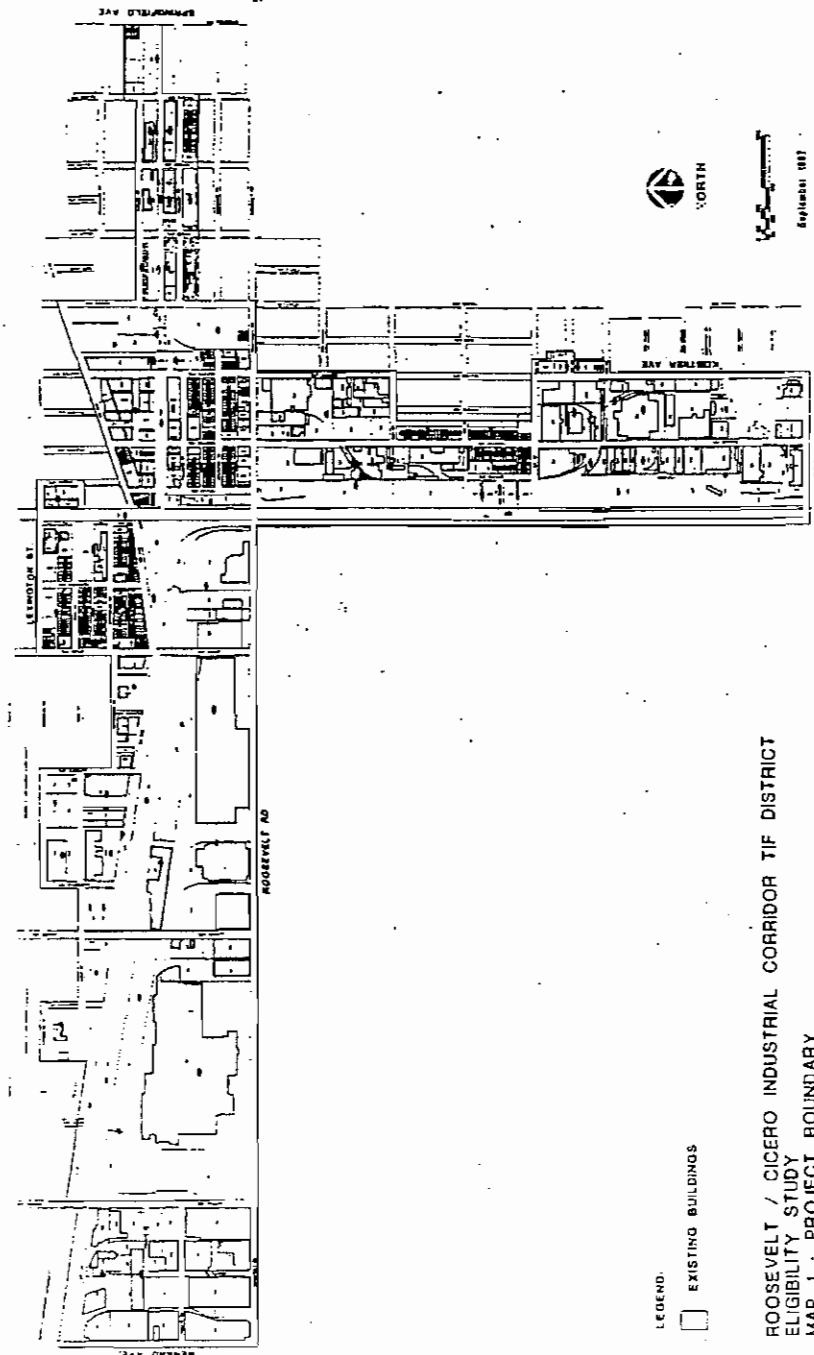
*Distribution Of Blighted Factors.*  
(Page 6 of 6)

| A. Block Number                                                                           | 313 | 400 | 402 | 500 | 501 | 502 |
|-------------------------------------------------------------------------------------------|-----|-----|-----|-----|-----|-----|
| B. Number of Buildings                                                                    | 16  | 1   | 1   | 0   | 0   | 0   |
| C. Number of Parcels                                                                      | 27  | 2   | 4   | 2   | 2   | 1   |
| 1. Number of buildings 35 years or older                                                  | 12  | 0   | 1   | N/A | N/A | N/A |
| 2. A. Number of buildings showing decline of physical maintenance                         | 12  | 1   | 1   | N/A | N/A | N/A |
| 2. B. Number of parcels with site improvements exhibiting decline of physical maintenance | 4   | 1   | 0   | 0   | 1   | 0   |
| 3. A. Number of deteriorated buildings                                                    | 13  | 1   | 1   | N/A | N/A | N/A |
| 3. B. Number of parcels with site improvements that are deteriorated                      | 3   | 1   | 0   | 0   | 1   | 0   |
| 4. A. Number of dilapidated buildings                                                     | 1   | 0   | 0   | N/A | N/A | N/A |
| 5. A. Number of obsolete buildings                                                        | 15  | 0   | 1   | N/A | N/A | N/A |
| 5. B. Number of parcels with site improvements that are obsolete                          | 5   | 1   | 0   | 0   | 1   | 0   |
| 6. Number of buildings below minimum code                                                 |     |     |     | 0   | 0   | 0   |
| 7. Number of buildings lacking ventilation, light, or sanitation facilities               | 1   | 0   | 0   | N/A | N/A | N/A |
| 8. Number of buildings with illegal uses                                                  | 0   | 0   | 0   | N/A | N/A | N/A |
| 9. Number of buildings with excessive vacancies                                           | 0   | 0   | 0   | N/A | N/A | N/A |
| 10. Number of parcels with excessive vacancies                                            | 1   | 0   | 1   | N/A | N/A | N/A |
| 11. Total number of eligibility factors represented in block                              | 9   | 6   | 6   | 4   | 4   | 0   |



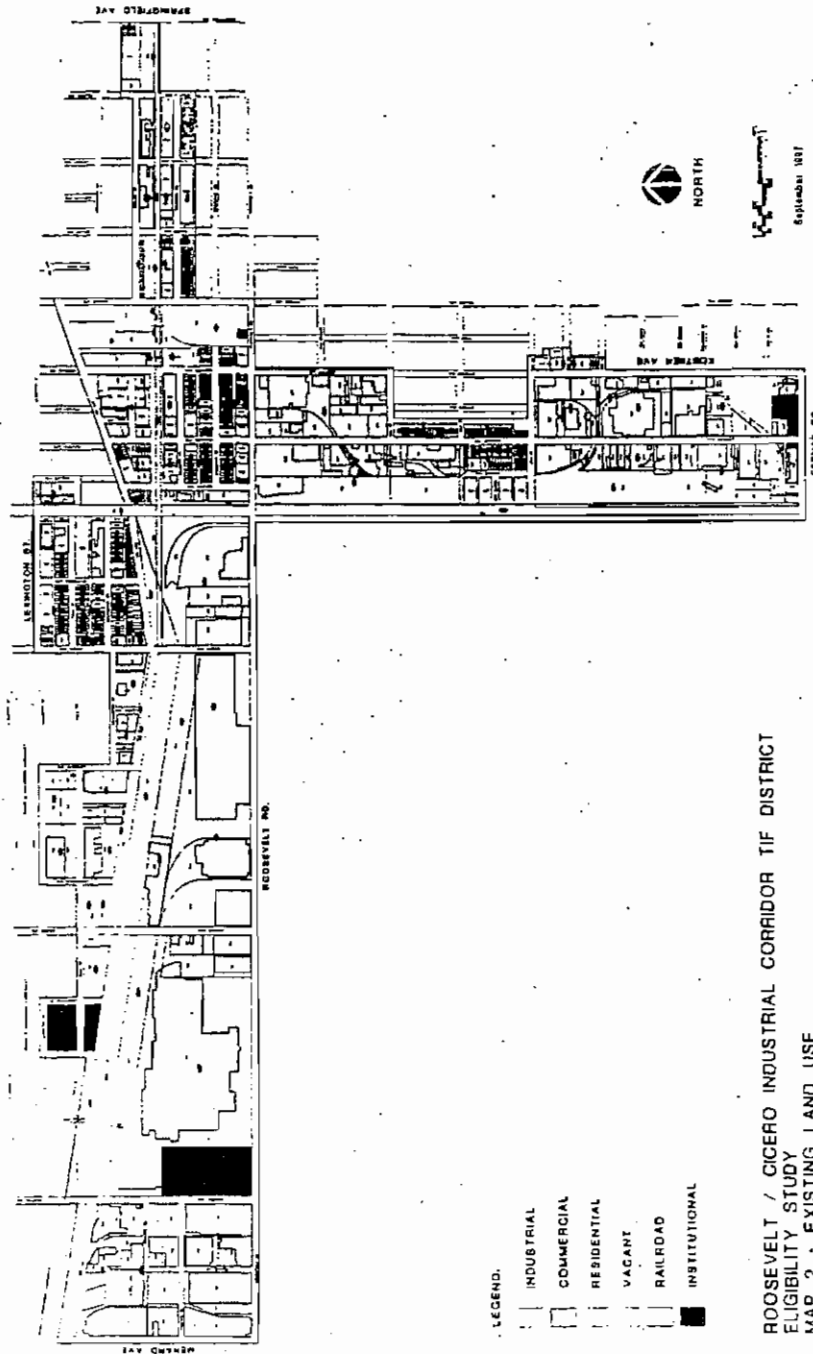
(Sub)Exhibit 6/Map 1.  
(To Roosevelt/Cicero Eligibility Study)

*Project Boundary.*



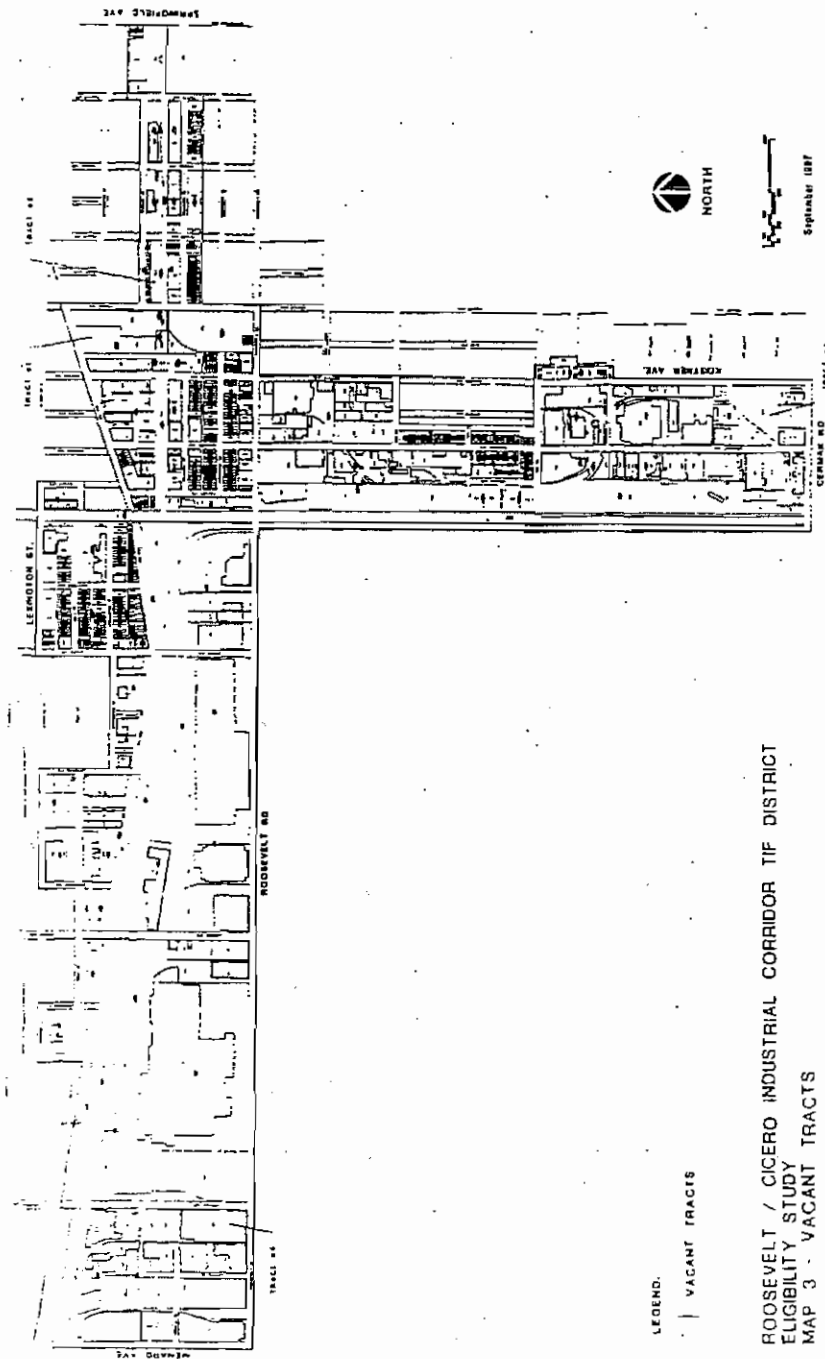
(Sub)Exhibit 6/Map 2.  
(To Roosevelt/Cicero Eligibility Study)

*Existing Land-Use.*



(Sub)Exhibit 6/Map 3.  
(To Roosevelt/Cicero Eligibility Study)

*Vacant Tracts.*



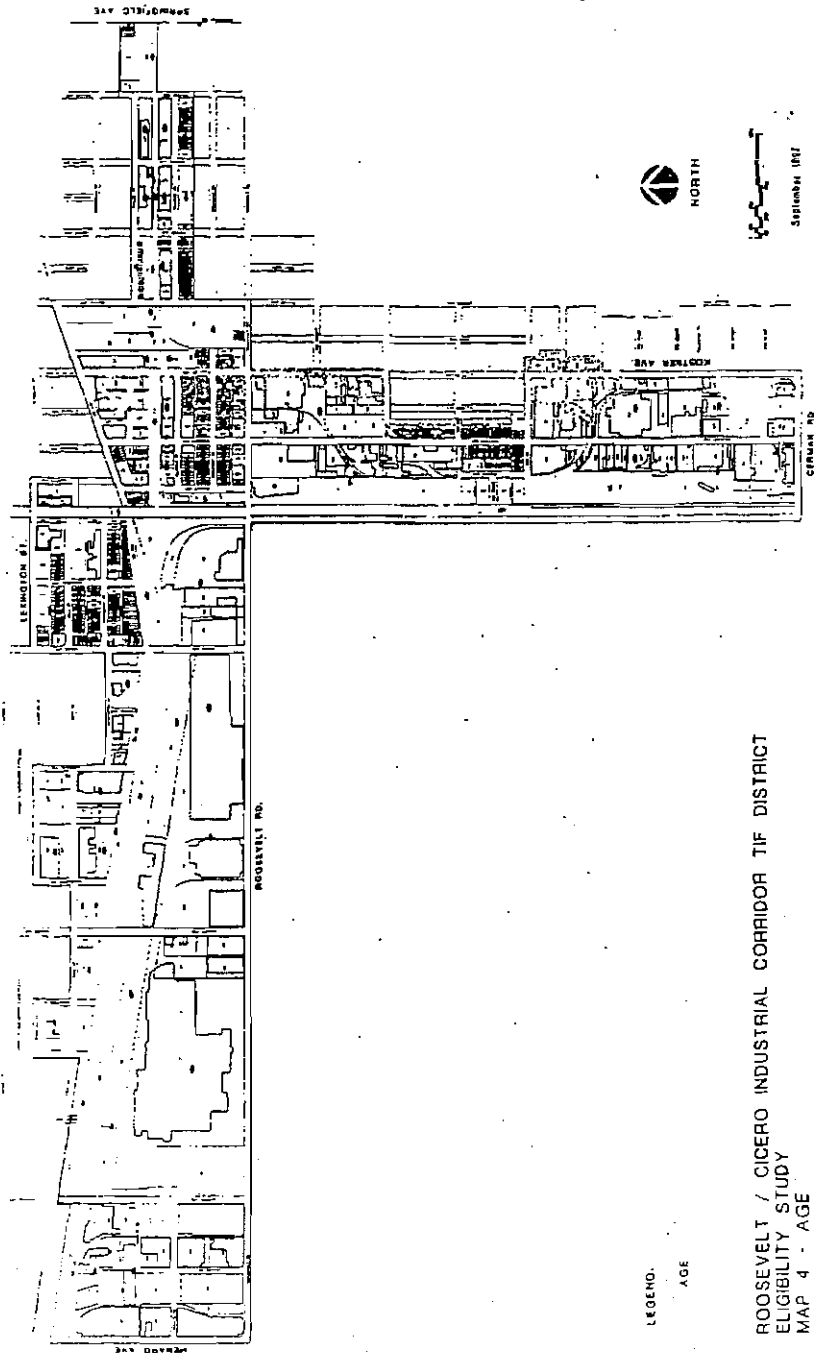
LEGEND.

VACANT TRACIS

ROOSEVELT / CICERO INDUSTRIAL CORRIDOR TIF DISTRICT  
ELIGIBILITY STUDY  
MAP 3 - VACANT TRACTS

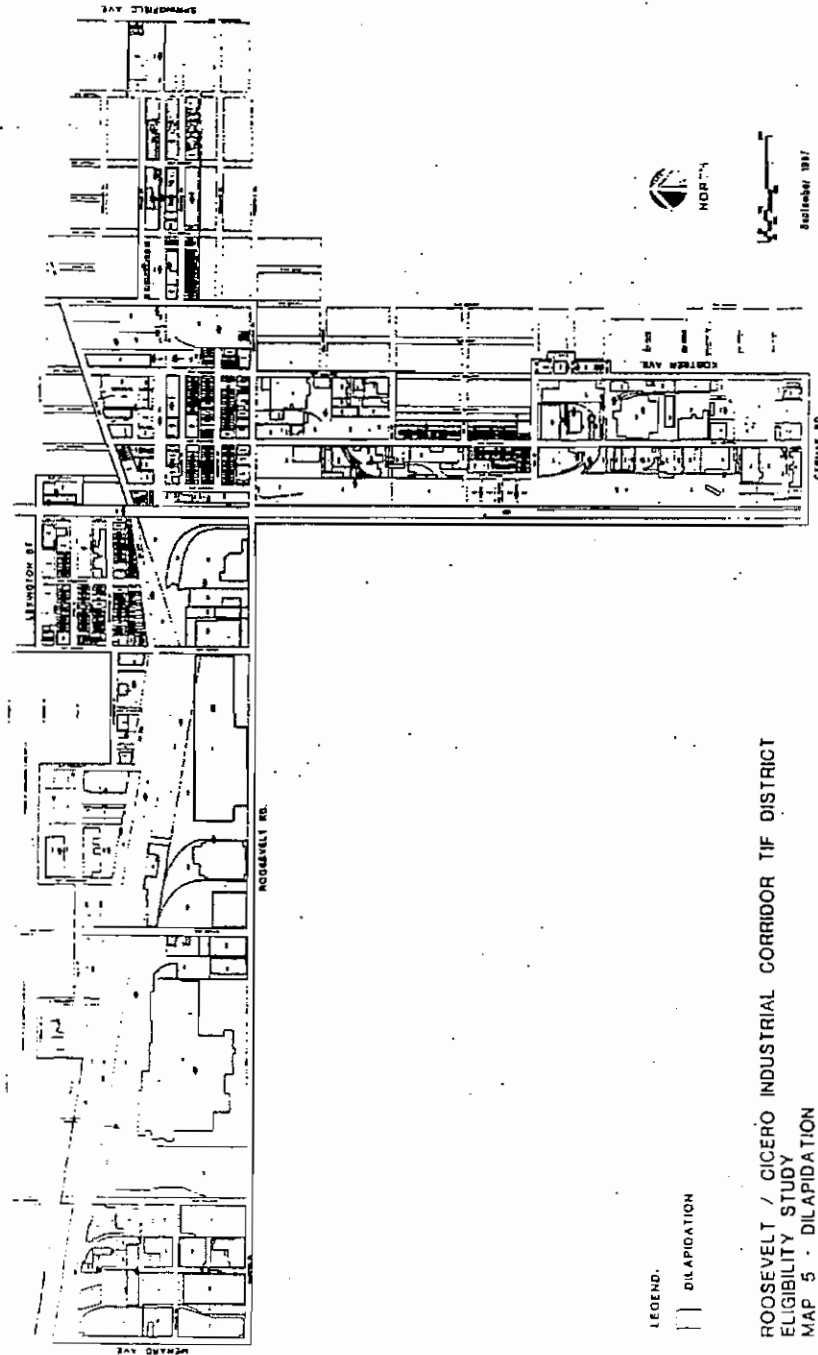
(Sub)Exhibit 6/Map 4.  
(To Roosevelt/Cicero Eligibility Study)

Age.



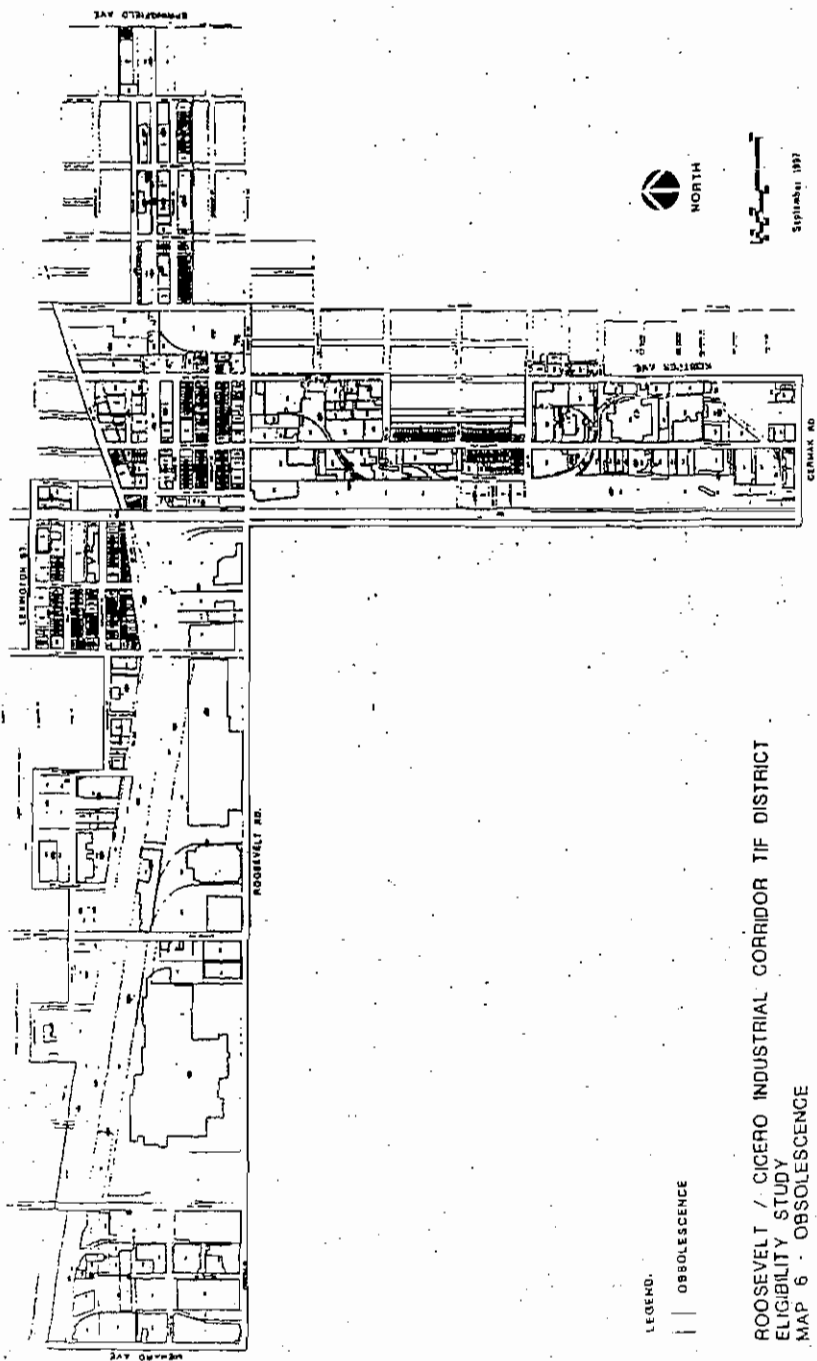
(Sub)Exhibit 6/Map 5.  
(To Roosevelt/Cicero Eligibility Study)

*Dilapidation.*



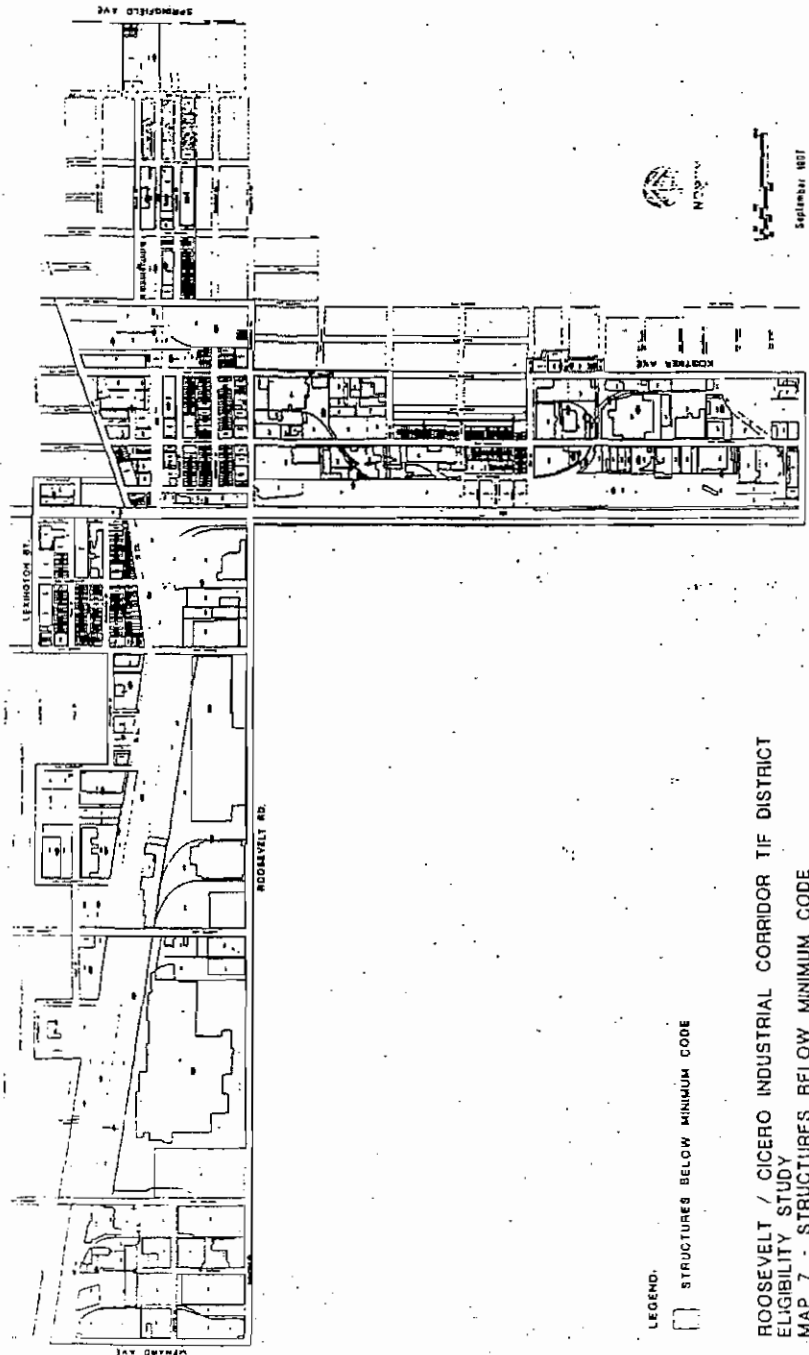
(Sub)Exhibit 6/Map 6.  
(To Roosevelt/Cicero Eligibility Study)

*Obsolescence.*



(Sub)Exhibit 6/Map 7.  
(To Roosevelt/Cicero Eligibility Study)

*Structures Below Minimum Code.*

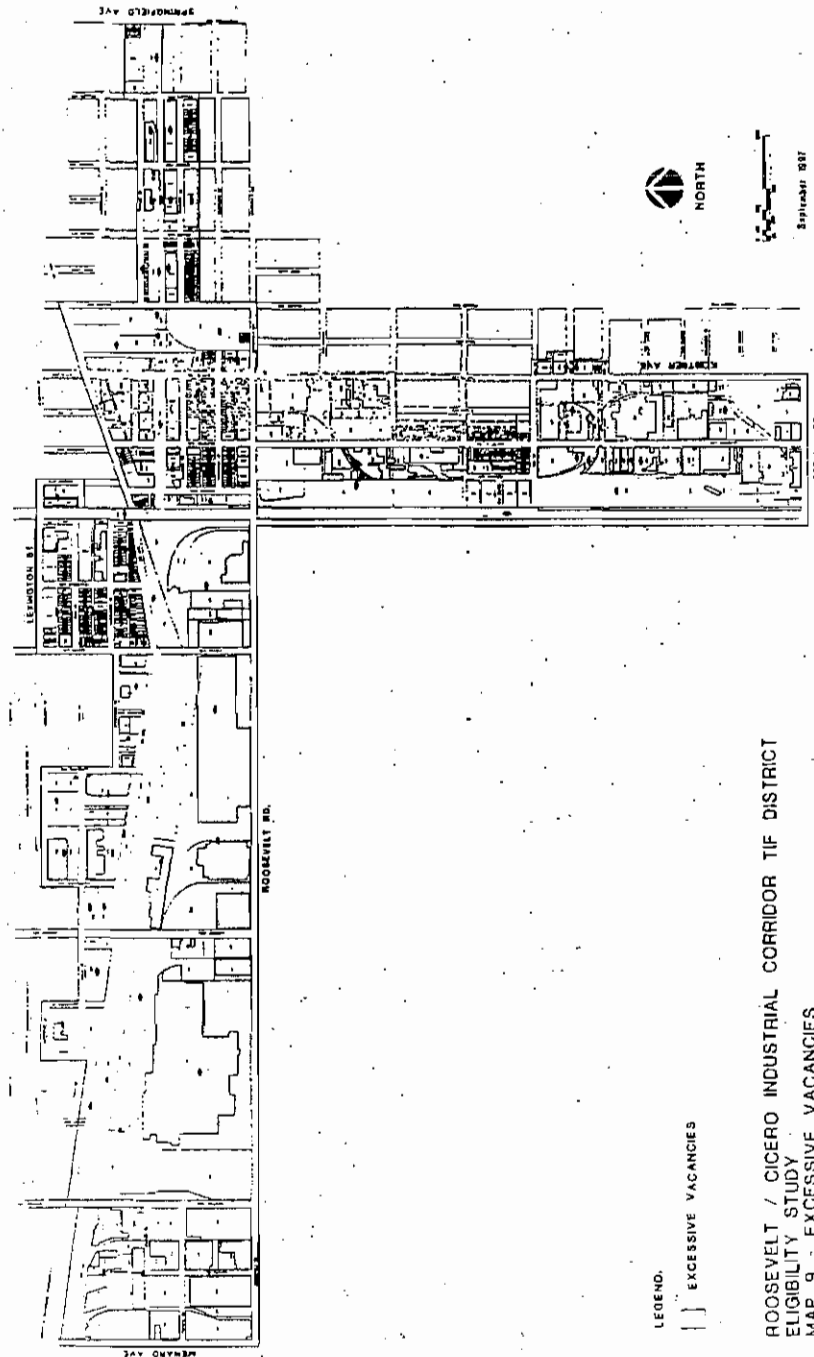






(Sub)Exhibit 6/Map 9.  
(To Roosevelt/Cicero Eligibility Study)

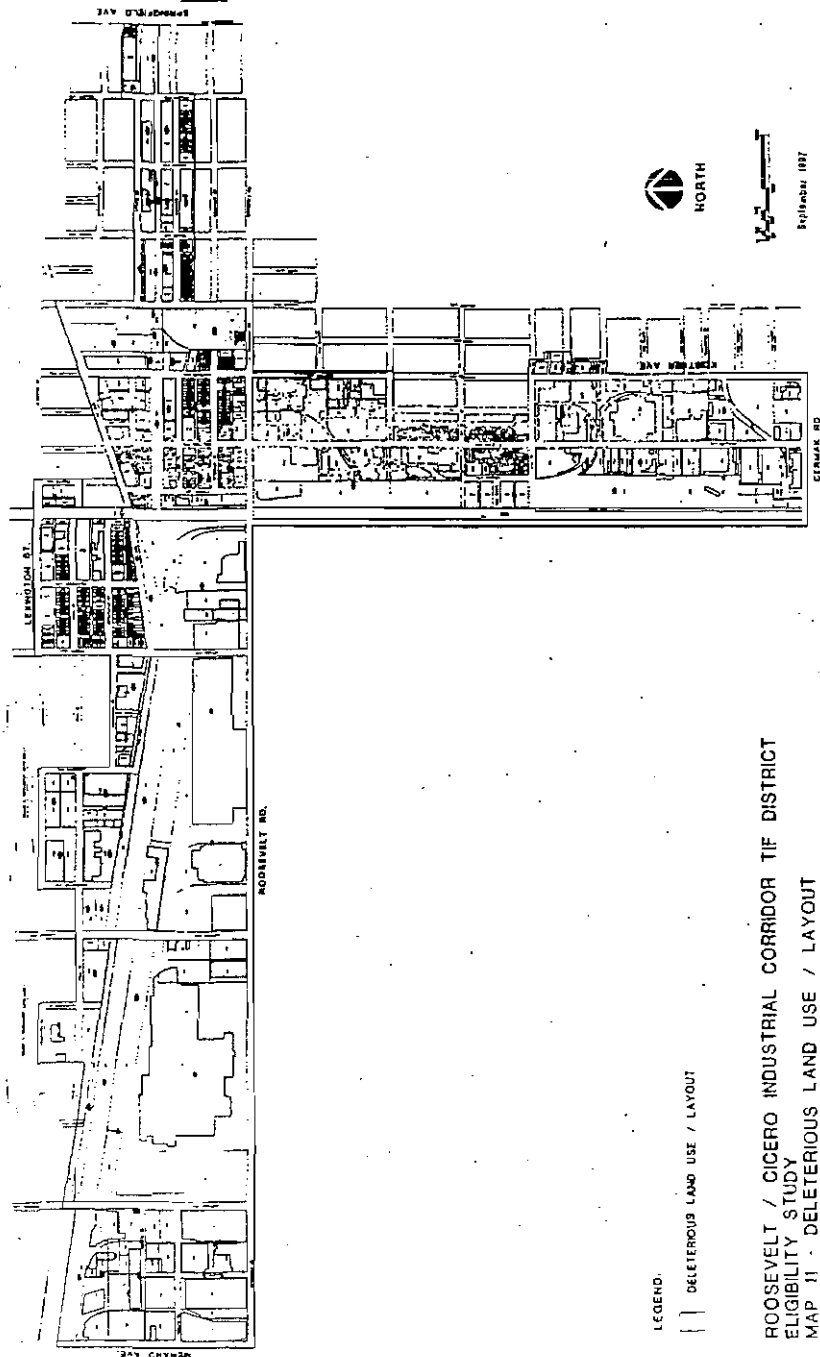
*Excessive Vacancies.*





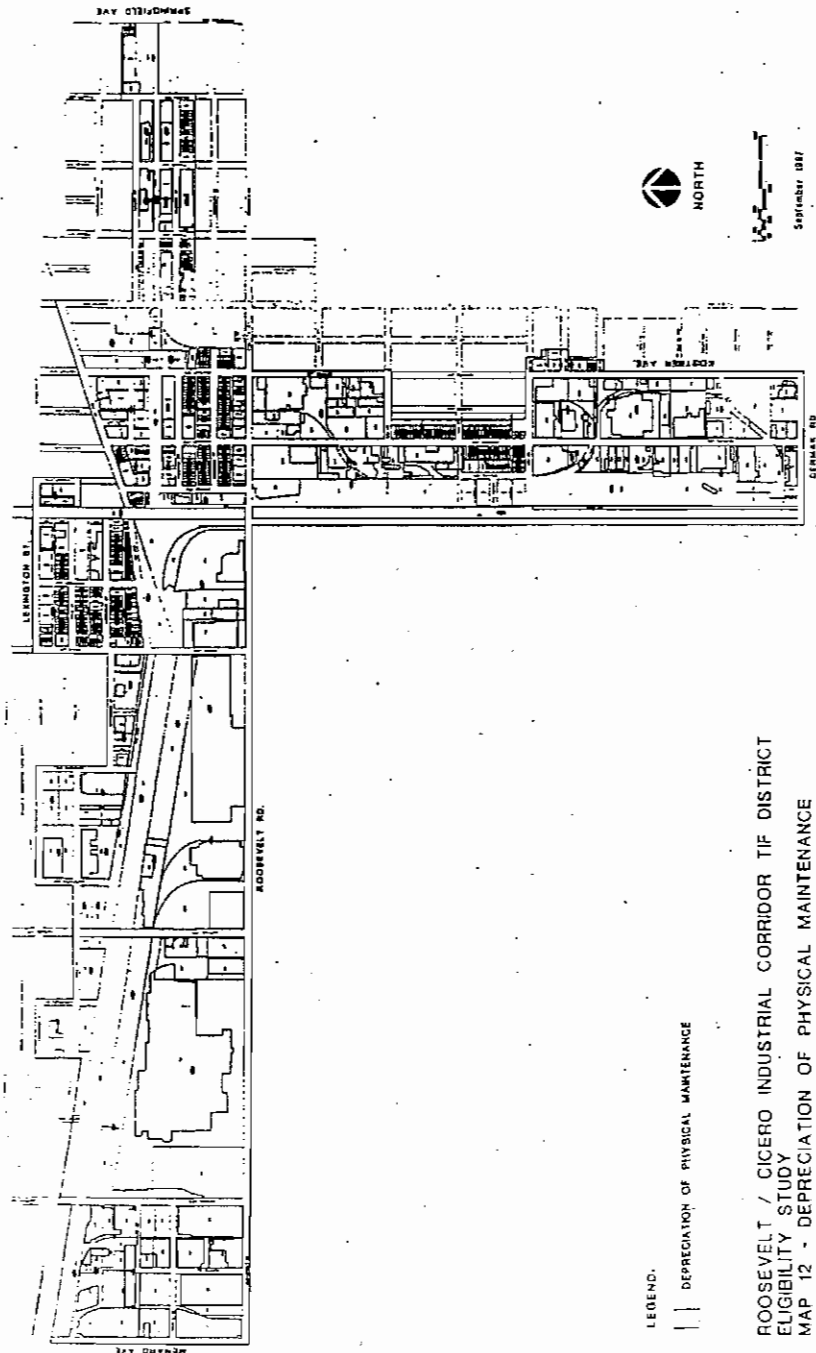
(Sub)Exhibit 6/Map 11.  
(To Roosevelt/Cicero Eligibility Study)

*Deleterious Land-Use/Layout.*



(Sub)Exhibit 6/Map 12.  
[To Roosevelt/Cicero Eligibility Study]

*Depreciation Of Physical Maintenance.*



AMENDMENT NO. 5 TO STOCKYARDS SOUTHEAST QUADRANT INDUSTRIAL REDEVELOPMENT AREA TAX INCREMENT ALLOCATION FINANCE PROGRAM REDEVELOPMENT PLAN AND PROJECT.

[O2016-7368]

The Committee on Finance submitted the following report:

CHICAGO, November 1, 2016.

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

Your Committee on Finance, having had under consideration an ordinance authorizing the approval of Amendment Number 5 to the Stockyards Southeast Quadrant Industrial Tax Increment Financing Redevelopment Plan and Project, 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) EDWARD M. BURKE,  
*Chairman.*

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

*Yeas* -- Aldermen Moreno, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Beale, Sadlowski Garza, Thompson, Cárdenas, Quinn, Burke, Lopez, Foulkes, D. Moore, Curtis, O'Shea, Cochran, Muñoz, Zalewski, Solis, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Waguespack, Mell, Ramirez-Rosa, Villegas, Sposato, Laurino, O'Connor, Napolitano, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Silverstein -- 44.

*Nays* -- None.

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

The following is said ordinance as passed:

WHEREAS, Pursuant to ordinances adopted on February 26, 1992, and published in the *Journal of the Proceedings of the City Council of the City of Chicago* (the "*Journal*") for such date at pages 13145 to 13191, and under the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4.1, et seq., as amended (the "Act"), the City Council (the "Corporate Authorities") of the City of Chicago (the "City"): (i) approved a redevelopment plan and project (the "Original Plan") for a portion of the City known as the "Stockyards Southeast Quadrant Industrial Redevelopment Project Area" (the "Area") (the "Original Plan Ordinance"); (ii) designated the Area as a "redevelopment project area" within the requirements of the Act (the "Designation Ordinance"); and (iii) adopted tax increment financing for the Area (the "TIF Adoption Ordinance" and together with the Original Plan Ordinance and the Designation Ordinance, referred to herein collectively as the "TIF Ordinances"); and

WHEREAS, The Corporate Authorities amended the Original Plan Ordinance pursuant to ordinances adopted on September 14, 1994, and published in the *Journal* for such date at pages 55579 to 55612 ("Amendment Number 1"), on January 10, 1996, and published in the *Journal* for such date at pages 14470 to 14506 ("Amendment Number 2"), on March 19, 1997, and published in the *Journal* for such date at pages 41177 to 41220 ("Amendment Number 3"), and on July 30, 2014, and published in the *Journal* for such date at pages 84886 to 84889 ("Amendment Number 4," and together with the Original Plan, Amendment Number 1, Amendment Number 2, and Amendment Number 3, the "Plan"); and

WHEREAS, The Plan established the estimated dates of completion of the redevelopment project described in the Plan and of the retirement of obligations issued to finance redevelopment project costs to be December 31, 2016, which is the last day of the year in which the payment to the City treasurer as provided in the Act is to be made with respect to ad valorem taxes levied in the twenty-third calendar year following the year in which the TIF Ordinances were adopted; and

WHEREAS, Public Act 99-0792 (the "Amendatory Act"), which became effective August 12, 2016, amended the Act, among other things, to add the Area to the list of authorized redevelopment project areas set forth in Section 11-74.4-3.5(c) of the Act by which redevelopment projects must be completed and obligations issued to finance redevelopment project costs must be retired to be no later than December 31 of the year in which the payment to a municipal treasurer as provided in Section 11-74.4-8(b) of the Act is to be made with respect to ad valorem taxes levied in the thirty-fifth calendar year after the year in which the ordinance approving a redevelopment project area is adopted; and

WHEREAS, The Corporate Authorities desire further to amend and supplement the Plan to conform to Section 11-74.4-3.5(c) of the Act, as amended by the Amendatory Act, in accordance with the procedures set forth in Section 11-74.4-3(n)(3) of the Act; now, therefore,

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

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

SECTION 2. Approval Of Amendment Number 5 To The Plan. "Amendment Number 5 to the Stockyards Southeast Quadrant Industrial Redevelopment Area Tax Increment Allocation Finance Program Redevelopment Plan and Project", a copy of which is attached hereto as Exhibit A, is hereby approved.

SECTION 3. Finding. The Corporate Authorities hereby find that the estimated dates of completion of the redevelopment project described in the Plan and of the retirement of obligations issued to finance redevelopment project costs set forth in the Plan, as amended by Amendment Number 5, conform to the provisions of Section 11-74.4-3(n)(3) and Section 11-74.4-3.5(c) of the Act.

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

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

SECTION 6. Effective Date. This ordinance shall be in full force and effect immediately upon its passage and approval.

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

*Exhibit "A".*

*Amendment No. 5 To Stockyards Southeast Quadrant Industrial  
Redevelopment Area Tax Increment Allocation Finance  
Program Redevelopment Plan And Project.*

Under the section entitled, "Stockyards Southeast Quadrant Industrial Redevelopment Project", Paragraph E. "Sources of Funds to Pay Redevelopment Project Costs", the first sentence of the second paragraph under the subheading "Issuance of Obligations", shall be deleted and replaced with the following:

"The redevelopment project shall be completed, and all obligations issued to finance redevelopment costs shall be retired, no later than December 31 of the year in which the payment to the City treasurer as provided in the Act is to be made with respect to ad valorem taxes levied in the thirty-fifth calendar year following the year in which the ordinance approving the Redevelopment Project Area is adopted".

FORTY-EIGHTH AMENDING AGREEMENT WITH SOMERCOR 504, INC. FOR ADMINISTRATION OF SMALL BUSINESS IMPROVEMENT FUND PROGRAM WITHIN ARCHER/WESTERN, KINZIE INDUSTRIAL, 35<sup>TH</sup>/HALSTED AND LAWRENCE/PULASKI REDEVELOPMENT PROJECT AREAS.

[O2016-7383]

The Committee on Finance submitted the following report:

CHICAGO, November 1, 2016.

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

Your Committee on Finance, having had under consideration an ordinance authorizing the approval of Amendment Number 48 to the Small Business Improvement Fund Program, 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) EDWARD M. BURKE,  
*Chairman.*

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

*Yeas* -- Aldermen Moreno, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Beale, Sadlowski Garza, Thompson, Cárdenas, Quinn, Burke, Lopez, Foulkes, D. Moore, Curtis, O'Shea, Cochran, Muñoz, Zalewski, Solis, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Waguespack, Mell, Ramirez-Rosa, Villegas, Sposato, Laurino, O'Connor, Napolitano, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Silverstein -- 44.

*Nays* -- None.

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

The following is said ordinance as passed:



WHEREAS, The City of Chicago ("City"), a home rule unit of government under Section 6(a), Article VII of the 1970 Constitution of the State of Illinois, is authorized under the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, et seq., as amended from time to time (the "Act"), to finance projects that eradicate blighted conditions and conservation area factors through the use of tax increment allocation financing for redevelopment projects; and

WHEREAS, By an ordinance adopted by the City Council of the City ("City Council") on July 21, 1999, and published in the *Journal of the Proceedings of the City Council of the City of Chicago* ("*Journal*") for said date at pages 8307 to 8344, inclusive (the "Program Ordinance"), the City implemented a redevelopment program known as the Small Business Improvement Fund program (the "Program") to provide financing assistance pursuant to the Act for the improvement of commercial and industrial facilities of small businesses in certain redevelopment project areas of the City; and

WHEREAS, By ordinances adopted by the City Council, the first on November 8, 2000, and published in the *Journal* for said date at pages 43877 to 43930, inclusive (the "First Amending Ordinance") and the most recent, forty-seventh amending ordinance (the "Forty-Seventh Amending Ordinance," collectively with the Program Ordinance, the First Amending Ordinance and the other amending ordinances, the "SBIF Ordinance"), the City has restated and refined the Program and extended its reach to additional redevelopment project areas of the City; and

WHEREAS, The City Council now desires to extend the Program to the Archer/Western Redevelopment Project Area of the City ("New TIF/SBIF Area"), which is identified on Exhibit A attached hereto and incorporated herein, and that is not already reached under the SBIF Ordinance; and

WHEREAS, The City Council further desires to authorize the Department of Planning and Development ("DPD") to fund the Program in the New TIF/SBIF Area in an amount not to exceed \$300,000; and

WHEREAS, The SBIF Ordinance authorized DPD to fund the Program in the Kinzie Industrial Redevelopment Project Area ("Kinzie Industrial Area") in an amount not to exceed \$9,000,000; and

WHEREAS, As part of the Program, the \$9,000,000 funding previously authorized for the Kinzie Industrial Area was substantially expended for the improvement of commercial and industrial facilities of small businesses in the Kinzie Industrial Area; and

WHEREAS, DPD desires to increase the amount of grant funds available in the Kinzie Industrial Area by an additional \$1,000,000 to a total, collective amount of \$10,000,000; and

WHEREAS, The SBIF Ordinance authorized DPD to fund the Program in the 35<sup>th</sup>/Halsted Redevelopment Project Area ("35<sup>th</sup>/Halsted Area") in an amount not to exceed \$2,250,000; and

WHEREAS, As part of the Program, the \$2,250,000 funding previously authorized for the 35<sup>th</sup>/Halsted Area was substantially expended for the improvement of commercial and industrial facilities of small businesses in the 35<sup>th</sup>/Halsted Area; and

WHEREAS, DPD desires to increase the amount of grant funds available in the 35<sup>th</sup>/Halsted Area by an additional \$500,000 to a total, collective amount of \$2,750,000; and

WHEREAS, The SBIF Ordinance authorized DPD to fund the Program in the Lawrence/Pulaski Redevelopment Project Area ("Lawrence/Pulaski Area") in an amount not to exceed \$1,250,000; and

WHEREAS, As part of the Program, the \$1,250,000 funding previously authorized for the Lawrence/Pulaski Area was substantially expended for the improvement of commercial and industrial facilities of small businesses in the Lawrence/Pulaski Area; and

WHEREAS, DPD desires to increase the amount of grant funds available in the Lawrence/Pulaski Area by an additional \$500,000 to a total, collective amount of \$1,750,000; and

WHEREAS, The City Council, under the SBIF Ordinance, authorized DPD to enter into an agreement with SomerCor 504, Inc., an Illinois not-for-profit corporation ("SomerCor"), and DPD entered into such agreement on March 12, 2001, which agreement continues in full force and effect, as amended from time to time, pursuant to which SomerCor performs certain administrative services for the Program, and DPD now desires to further amend that agreement by entering into a forty-eighth amending agreement (the "Forty-Eighth Amending Agreement") with SomerCor to (a) extend the Program into the New TIF/SBIF Area; (b) authorize Program funding for the New TIF/SBIF Area; (c) increase the amount of grant funds available in the additional existing TIF/SBIF Areas, as provided by this ordinance; and (d) authorize SomerCor to continue providing the same administrative services for the Program, which Forty-Eighth Amending Agreement is set forth in more detail on Exhibit B, attached hereto and incorporated herein; and

WHEREAS, The City's obligation to provide funds under the Forty-Eighth Amending Agreement may be met through (i) incremental taxes from the Archer/Western, Kinzie Industrial, 35<sup>th</sup>/Halsted and Lawrence/Pulaski redevelopment project areas, as applicable; or (ii) any other funds legally available to the City for this purpose; 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. SomerCor is hereby authorized to administer the Program in the Archer/Western, Kinzie Industrial, 35<sup>th</sup>/Halsted and Lawrence/Pulaski redevelopment project areas, subject to the supervision of DPD.

SECTION 3. The Commissioner of DPD or a designee of the Commissioner are each hereby authorized, with the approval of the City's Corporation Counsel as to legal form, to negotiate, execute and deliver the Forty-Eighth Amending Agreement between SomerCor and the City substantially in the form attached hereto as Exhibit B and made a part hereof, and such other supporting documents as may be necessary to carry out and comply with the provisions of the Forty-Eighth Amending Agreement, with such changes, deletions and insertions as shall be approved by the persons executing the Forty-Eighth Amending Agreement.

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

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

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

*Exhibit "A".*  
(To Ordinance)

*Description Of New TIF/SBIF Area.*

The following New TIF/SBIF Area was created pursuant to the ordinance listed below:

on February 11, 2009: (1) "An Ordinance of the City of Chicago, Illinois Approving a Redevelopment Plan for the Archer/Western Redevelopment Project Area"; (2) "An Ordinance of the City of Chicago, Illinois Designating the Archer/Western 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 Archer/Western Redevelopment Project Area".

*Exhibit "B".*  
(To Ordinance)

*Form Of Forty-Eighth Amending Agreement  
To Administrative Services Agreement With SomerCor 504, Inc.*

This Forty-Eighth Amending Agreement to Administrative Services Agreement (the "Agreement") is made this \_\_\_\_ day of \_\_\_\_\_ 2016, by and between the City of Chicago, a municipal corporation and home rule unit of local government existing under the 1970 Constitution of the State of Illinois (the "City"), acting through its Department of Planning and Development ("DPD"), and SomerCor 504, Inc., an Illinois not-for-profit corporation ("SomerCor") whose office address is 601 South LaSalle Street, Suite 510, Chicago, Illinois 60605.

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

Whereas, By ordinances adopted by the City Council of the City on July 21, 1999 and on November 8, 2000, and published in the *Journal of the Proceedings of the City Council of the City of Chicago* for said dates at pages 8307 to 8344, inclusive, and pages 43877 -- 43930, inclusive, respectively (the "SBIF Ordinances"), the City implemented and amended a redevelopment program known as the Small Business Improvement Fund program (the "SBIF Program") to provide financing assistance pursuant to the Act for the improvement of commercial and industrial facilities of small businesses in certain redevelopment project areas ("TIF Areas") in the City; and

Whereas, The City Council, under the SBIF Ordinances, authorized DPD to enter into agreements with SomerCor, and DPD and SomerCor entered into one agreement on September 22, 1999 ("First SomerCor Agreement") and another agreement on March 12, 2001 ("Second SomerCor Agreement"), to administer the SBIF Programs on behalf of the City; and

Whereas, In an ordinance adopted by the City Council on October 31, 2001 and published in the *Journal of the Proceedings of the City Council of the City of Chicago* for said date at pages 69965 through 70047, inclusive, (the "Midwest TIF Area Ordinance") the City Council authorized DPD to enter into an agreement amending the Second SomerCor Agreement with SomerCor to enable SomerCor to provide SBIF Program administrative services in the Midwest Redevelopment Project Area (the "Midwest TIF Area Amending Agreement"); and

Whereas, By an ordinance adopted by the City Council of the City on May 1, 2002, and published in the *Journal of the Proceedings of the City Council of the City of Chicago* for said date at pages 83769 to 83781, inclusive ("Second Amending Ordinance"), the City Council authorized DPD to enter into an agreement amending the Second SomerCor Agreement with SomerCor to enable SomerCor to provide SBIF Program administrative services in the Portage Park, Western Avenue North, Western Avenue South, Fullerton/Milwaukee and Belmont/Central Redevelopment Project Areas (the "Second Amending Agreement"); and

Whereas, By an ordinance adopted by the City Council of the City on December 4, 2002, and published in the *Journal of the Proceedings of the City Council of the City of Chicago* for said date at pages 100124 to 100135, inclusive ("Third Amending Ordinance"), the City Council authorized DPD to enter into an agreement amending the Second SomerCor Agreement with SomerCor to enable SomerCor to provide SBIF Program administrative services in the Madison/Austin Corridor and Humboldt Park Commercial Redevelopment Project Areas (the "Third Amending Agreement"); and

Whereas, By an ordinance adopted by the City Council of the City on February 5, 2003, and published in the *Journal of the Proceedings of the City Council of the City of Chicago* for said date at pages 102793 to 102803, inclusive ("Fourth Amending Ordinance"), the City Council authorized DPD to enter into an agreement amending the Second SomerCor Agreement with SomerCor to enable SomerCor to provide SBIF Program administrative services in the Northwest Industrial Corridor Redevelopment Project Area (the "Fourth Amending Agreement"); and

Whereas, By an ordinance adopted by the City Council of the City on July 9, 2003, and published in the *Journal of the Proceedings of the City Council of the City of Chicago* for said date at pages 3418 to 3424, inclusive ("Fifth Amending Ordinance"), the City Council authorized DPD to enter into an agreement amending the Second SomerCor Agreement with SomerCor which restated the SBIF Program rules (the "Fifth Amending Agreement"); and

Whereas, By an ordinance adopted by the City Council of the City on November 3, 2004, and published in the *Journal of the Proceedings of the City Council of the City of Chicago* for said date at pages 34545 to 34554, inclusive ("Sixth Amending Ordinance"), DPD extended the SBIF Program to the Lawrence/Kedzie Redevelopment Project Area of the City (the "Sixth Amending Agreement"); and

Whereas, By an ordinance adopted by the City Council of the City on September 14, 2005 and published in the *Journal of the Proceedings of the City Council of the City of Chicago* for said date at pages 54724 to 54740, inclusive ("Seventh Amending Ordinance"), DPD extended the SBIF Program to the 63rd/Pulaski, Belmont/Cicero, Lawrence/Pulaski, Peterson/Pulaski, West Irving Park, Greater Southwest-West, Galewood/Armitage Industrial, Pilsen Industrial Corridor, 119<sup>th</sup> and Halsted, and Pulaski Corridor Redevelopment Project Areas of the City and increased the amount of grant funds available in the Fullerton/Milwaukee and Lawrence/Kedzie Redevelopment Project Areas (the "Seventh Amending Agreement"); and

Whereas, By an ordinance adopted by the City Council of the City on September 13, 2006 and published in the *Journal of the Proceedings of the City Council of the City of Chicago* for said date at pages 83420 to 83440, inclusive ("Eighth Amending Ordinance"), DPD extended the SBIF Program to twenty-one redevelopment project areas of the City (the "Eighth Amending Agreement"); and

Whereas, By an ordinance adopted by the City Council of the City on February 7, 2007 and published in the *Journal of the Proceedings of the City Council of the City of Chicago* for said date at pages 97661 to 97672, inclusive ("Ninth Amending Ordinance"), DPD extended the SBIF Program to the 63<sup>rd</sup>/Ashland and Devon/Western Redevelopment Project Areas of the City (the "Ninth Amending Agreement"); and

Whereas, By an ordinance adopted by the City Council of the City on June 13, 2007 and published in the *Journal of the Proceedings of the City Council of the City of Chicago* for said date at pages 2395 to 2402, inclusive ("Tenth Amending Ordinance"), the City Council authorized DPD to enter into an agreement amending the Second SomerCor Agreement with SomerCor which restated the SBIF Program rules (the "Tenth Amending Agreement"); and

Whereas, By an ordinance adopted by the City Council of the City on October 31, 2007 and published in the *Journal of the Proceedings of the City Council of the City of Chicago* for said date at pages 10929 to 10942, inclusive ("Eleventh Amending Ordinance"), DPD extended the SBIF Program to certain redevelopment project areas of the City (the "Eleventh Amending Agreement"); and

Whereas, By an ordinance adopted by the City Council of the City on June 11, 2008 and published in the *Journal of the Proceedings of the City Council of the City of Chicago* for said date at pages 28833 to 28843, inclusive ("Twelfth Amending Ordinance"), DPD extended the SBIF Program to the Michigan/Cermak Redevelopment Project Area of the City (the "Twelfth Amending Agreement"); and

Whereas, By an ordinance adopted by the City Council of the City on September 10, 2008 and published in the *Journal of the Proceedings of the City Council of the City of Chicago* for said date at pages 36267 to 36277, inclusive ("Thirteenth Amending Ordinance"), DPD extended the SBIF Program to the Irving/Cicero Redevelopment Project Area of the City (the "Thirteenth Amending Agreement"); and

Whereas, By an ordinance adopted by the City Council of the City on September 10, 2008 and published in the *Journal of the Proceedings of the City Council of the City of Chicago* for said date at pages 36704 to 36711, inclusive ("Fourteenth Amending Ordinance"), the City Council authorized DPD to enter into an agreement amending the Second SomerCor Agreement with SomerCor which restated the SBIF Program rules (the "Fourteenth Amending Agreement"); and

Whereas, By an ordinance adopted by the City Council of the City on February 11, 2009 and published in the *Journal of the Proceedings of the City Council of the City of Chicago* for said date at pages 54738 to 54748, inclusive ("Fifteenth Amending Ordinance"), DPD extended the SBIF Program to the Hollywood/Sheridan Redevelopment Project Area of the City (the "Fifteenth Amending Agreement"); and

Whereas, By an ordinance adopted by the City Council of the City on March 18, 2009 and published in the *Journal of the Proceedings of the City Council of the City of Chicago* for said date at pages 55750 to 55762, inclusive ("Sixteenth Amending Ordinance"), DPD extended the SBIF Program to the Elston/Armstrong Industrial Corridor and 47<sup>th</sup>/Ashland Redevelopment Project Areas of the City (the "Sixteenth Amending Agreement"); and

Whereas, By an ordinance adopted by the City Council of the City on April 22, 2009 and published in the *Journal of the Proceedings of the City Council of the City of Chicago* for said date at pages 57265 to 57276, inclusive ("Seventeenth Amending Ordinance"), DPD extended the SBIF Program to the Lawrence/Broadway and Touhy/Western Redevelopment Project Areas of the City (the "Seventeenth Amending Agreement"); and

Whereas, By an ordinance adopted by the City Council of the City on May 13, 2009 and published in the *Journal of the Proceedings of the City Council of the City of Chicago* for said date at pages 60322 to 60333, inclusive ("Eighteenth Amending Ordinance"), DPD extended the SBIF Program to the Austin Commercial Redevelopment Project Area of the City (the "Eighteenth Amending Agreement"); and

Whereas, By an ordinance adopted by the City Council of the City on June 3, 2009 and published in the *Journal of the Proceedings of the City Council of the City of Chicago* for said date at pages 63080 to 63090, inclusive ("Nineteenth Amending Ordinance"), DPD increased the amount of grant funds available in the Clark Street and Ridge Avenue Redevelopment Project Area (the "Nineteenth Amending Agreement"); and

Whereas, By an ordinance adopted by the City Council of the City on June 30, 2009 and published in the *Journal of the Proceedings of the City Council of the City of Chicago* for said date at pages 64859 to 64871, inclusive ("Twentieth Amending Ordinance"), DPD extended the SBIF Program to the Midway Industrial Corridor Redevelopment Project Area and increased the amount of grant funds available in the Peterson/Pulaski Redevelopment Project Area (the "Twentieth Amending Agreement"); and

Whereas, By an ordinance adopted by the City Council of the City on September 9, 2009 and published in the *Journal of the Proceedings of the City Council of the City of Chicago* for said date at pages 69297 to 69308, inclusive ("Twenty-First Amending Ordinance"), DPD increased the amount of grant funds available in the 35<sup>th</sup>/Halsted Redevelopment Project Area (the "Twenty-First Amending Agreement"); and

Whereas, By an ordinance adopted by the City Council of the City on November 18, 2009 and published in the *Journal of the Proceedings of the City Council of the City of Chicago* for said date at pages 74011 to 74023, inclusive ("Twenty-Second Amending Ordinance"), DPD extended the SBIF Program to the 95<sup>th</sup> Street and Stony Island Avenue, Avalon Park/South Shore, Harlem Industrial Park Conservation, and Western Avenue/Rock Island Redevelopment Project Areas of the City (the "Twenty-Second Amending Agreement"); and

Whereas, By an ordinance adopted by the City Council of the City on December 2, 2009 and published in the *Journal of the Proceedings of the City Council of the City of Chicago* for said date at pages 79524 to 79546, inclusive ("Twenty-Third Amending Ordinance"), DPD restated the SBIF Program Rules, extended the SBIF Program to the Avondale and Woodlawn Redevelopment Project Areas, and increased the amount of grant funds available in the Northwest Industrial Corridor Redevelopment Project Area (the "Twenty-Third Amending Agreement"); and

Whereas, By an ordinance adopted by the City Council of the City on January 13, 2010 and published in the *Journal of the Proceedings of the City Council of the City of Chicago* for said date at pages 82434 to 82446, inclusive ("Twenty-Fourth Amending Ordinance"), DPD extended the SBIF Program to the Addison South Redevelopment Project Area (the "Twenty-Fourth Amending Agreement"); and

Whereas, By an ordinance adopted by the City Council of the City on February 10, 2010 and published in the *Journal of the Proceedings of the City Council of the City of Chicago* for said date at pages 83847 to 83861, inclusive ("Twenty-Fifth Amending Ordinance"), DPD extended the SBIF Program to the 47<sup>th</sup>/King Drive, 79<sup>th</sup> Street Corridor and Armitage/Pulaski Redevelopment Project Areas and increased the amount of grant funds available in the Madison/Austin Corridor and Western Avenue North Redevelopment Project Areas (the "Twenty-Fifth Amending Agreement"); and

Whereas, By an ordinance adopted by the City Council of the City on June 9, 2010 and published in the *Journal of the Proceedings of the City Council of the City of Chicago* for said date at pages 92472 to 92483, inclusive ("Twenty-Sixth Amending Ordinance"), DPD increased the amount of grant funds available in the Hollywood/Sheridan Redevelopment Project Area (the "Twenty-Sixth Amending Agreement"); and

Whereas, By an ordinance adopted by the City Council of the City on June 30, 2010 and published in the *Journal of the Proceedings of the City Council of the City of Chicago* for said date at pages 94477 to 94491, inclusive ("Twenty-Seventh Amending Ordinance"), DPD extended the SBIF Program to the Roosevelt/Cicero, Western/Ogden and Little Village Industrial Corridor Redevelopment Project Areas and increased the amount of grant funds available in the Belmont/Central and Portage Park Redevelopment Project Areas (the "Twenty-Seventh Amending Agreement"); and

Whereas, By an ordinance adopted by the City Council of the City on October 6, 2010 and published in the *Journal of the Proceedings of the City Council of the City of Chicago* for said date at pages 99933 to 99946, inclusive ("Twenty-Eighth Amending Ordinance"), DPD extended the SBIF Program to the Roosevelt/Homan and Ogden/Pulaski Redevelopment Project Areas and increased the amount of grant funds available in the Devon and Western and Western Avenue/Rock Island Redevelopment Project Areas (the "Twenty-Eighth Amending Agreement"); and

Whereas, By an ordinance adopted by the City Council of the City on November 3, 2010 and published in the *Journal of the Proceedings of the City Council of the City of Chicago* for said date at pages 104150 to 104161, inclusive ("Twenty-Ninth Amending Ordinance"), DPD increased the amount of grant funds available in the 111<sup>th</sup> Street/Kedzie Avenue Business District Redevelopment Project Area (the "Twenty-Ninth Amending Agreement"); and

Whereas, By an ordinance adopted by the City Council of the City on February 9, 2011 and published in the *Journal of the Proceedings of the City Council of the City of Chicago* for said date at pages 111666 to 111678, inclusive ("Thirtieth Amending Ordinance"), DPD extended the SBIF Program to the Read/Dunning Redevelopment Project Area and increased the amount of grant funds available in the Midwest Redevelopment Project Area (the "Thirtieth Amending Agreement"); and



Whereas, By an ordinance adopted by the City Council of the City on June 8, 2011 and published in the *Journal of the Proceedings of the City Council of the City of Chicago* for said date at pages 200 to 213, inclusive ("Thirty-First Amending Ordinance"), DPD increased the amount of grant funds available in the 35<sup>th</sup>/Halsted, 47<sup>th</sup>/King Drive, North Branch South, and Portage Park Redevelopment Project Areas (the "Thirty-First Amending Agreement"); and

Whereas, By an ordinance adopted by the City Council of the City on July 28, 2011 and published in the *Journal of the Proceedings of the City Council of the City of Chicago* for said date at pages 3789 to 3802, inclusive ("Thirty-Second Amending Ordinance"), DPD extended the SBIF Program to the Ewing Avenue Redevelopment Project Area (the "Thirty-Second Amending Agreement"); and

Whereas, By an ordinance adopted by the City Council of the City on November 2, 2011 and published in the *Journal of the Proceedings of the City Council of the City of Chicago* for said date at pages 9614 to 9626, inclusive ("Thirty-Third Amending Ordinance"), DPD increased the amount of grant funds available in the Portage Park Redevelopment Project Area (the "Thirty-Third Amending Agreement"); and

Whereas, By an ordinance adopted by the City Council of the City on April 24, 2012 and published in the *Journal of the Proceedings of the City Council of the City of Chicago* for said date at pages 24129 to 24159, inclusive ("Thirty-Fourth Amending Ordinance"), DPD amended the Program Rules for the SBIF Program, extended the SBIF Program to the Archer/Central, Division/Homan and 47<sup>th</sup>/State Redevelopment Project Areas, and increased the amount of grant funds available in nine additional redevelopment project areas (the "Thirty-Fourth Amending Agreement"); and

Whereas, By an ordinance adopted by the City Council of the City on April 24, 2012 and published in the *Journal of the Proceedings of the City Council of the City of Chicago* for said date at pages 24160 to 24175, inclusive ("Thirty-Fifth Amending Ordinance"), DPD extended the SBIF Program to the Irving Park/Elston Redevelopment Project Area and increased the amount of grant funds available in seven other redevelopment project areas (the "Thirty-Fifth Amending Agreement"); and

Whereas, By an ordinance adopted by the City Council of the City on June 6, 2012 and published in the *Journal of the Proceedings of the City Council of the City of Chicago* for said date at pages 27953 to 27967, inclusive ("Thirty-Sixth Amending Ordinance"), DPD extended the SBIF Program to four additional redevelopment project areas (the "Thirty-Sixth Amending Agreement"); and

Whereas, By an ordinance adopted by the City Council of the City on October 3, 2012 and published in the *Journal of the Proceedings of the City Council of the City of Chicago* for said date at pages 34651 to 34664, inclusive ("Thirty-Seventh Amending Ordinance"), DPD increased the amount of grant funds in the Western Avenue/Rock Island Redevelopment Project Area (the "Thirty-Seventh Amending Agreement") ; and

Whereas, By an ordinance adopted by the City Council of the City on January 17, 2013 and published in the *Journal of the Proceedings of the City Council of the City of Chicago* for said date at pages 44849 to 44862, inclusive ("Thirty-Eighth Amending Ordinance"), DPD increased the amount of grant funds in the Western Avenue South Redevelopment Project Area (the "Thirty-Eighth Amending Agreement"); and

Whereas, By an ordinance adopted by the City Council of the City on June 26, 2013 and published in the *Journal of the Proceedings of the City Council of the City of Chicago* for said date at pages 56098 to 56115, inclusive ("Thirty-Ninth Amending Ordinance"), DPD extended the SBIF Program to the 35<sup>th</sup> and Wallace Redevelopment Project Area and increased the amount of grant funds available in six other redevelopment project areas (the "Thirty-Ninth Amending Agreement"); and

Whereas, By an ordinance adopted by the City Council of the City on July 24, 2013 and published in the *Journal of the Proceedings of the City Council of the City of Chicago* for said date at pages 57332 to 57346, inclusive ("Fortieth Amending Ordinance"), DPD increased the amount of grant funds available in the Stony Island Avenue Commercial and Burnside Industrial Corridors and West Irving Park Redevelopment Project Areas (the "Fortieth Amending Agreement"); and

Whereas, By an ordinance adopted by the City Council of the City on June 25, 2014 and published in the *Journal of the Proceedings of the City Council of the City of Chicago* for said date at pages 83007 to 83035, inclusive ("Forty-First Amending Ordinance"), DPD increased the amount of grant funds available in the Clark/Montrose, Lawrence/Broadway, and Ravenswood Corridor Redevelopment Project Areas (the "Forty-First Amending Agreement"); and

Whereas, By an ordinance adopted by the City Council of the City on September 10, 2014 and published in the *Journal of the Proceedings of the City Council of the City of Chicago* for said date at pages 87257 to 87271, inclusive ("Forty-Second Amending Ordinance"), DPD increased the amount of grant funds available in the Hollywood/Sheridan Redevelopment Project Area (the "Forty-Second Amending Agreement"); and

Whereas, By an ordinance adopted by the City Council of the City on March 18, 2015 and published in the *Journal of the Proceedings of the City Council of the City of Chicago* for said date at pages 102954 to 102973, inclusive ("Forty-Third Amending Ordinance"), DPD extended the SBIF Program to the 24<sup>th</sup>/Michigan, 47<sup>th</sup>/Halsted and 79<sup>th</sup>/Vincennes Redevelopment Project Areas of the City, and increased the amount of grant funds available in seven other redevelopment project areas (the "Forty-Third Amending Agreement"); and

Whereas, By an ordinance adopted by the City Council of the City on July 29, 2015 and published in the *Journal of the Proceedings of the City Council of the City of Chicago* for said date at pages 2525 to 2540, inclusive ("Forty-Fourth Amending Ordinance"), DPD extended the SBIF Program to the 79<sup>th</sup> Street/Southwest Highway and Stockyards Southeast Quadrant Industrial Redevelopment Project Areas of the City, and increased the amount of grant funds available in the Archer/Central, Avalon Park/South Shore, Fullerton/Milwaukee, Kinzie Industrial Corridor, Midway Industrial, Midwest, and Western Avenue South Redevelopment Project Areas; and

Whereas, By an ordinance adopted by the City Council of the City on October 14, 2015 and published in the *Journal of the Proceedings of the City Council of the City of Chicago* for said date at pages 8333 to 8348, inclusive ("Forty-Fifth Amending Ordinance"), DPD increased the amount of grant funds available in the 63<sup>rd</sup>/Pulaski, Central West, and Western/Ogden Redevelopment Project Areas; and

Whereas, By an ordinance adopted by the City Council of the City on February 10, 2016 and published in the *Journal of the Proceedings of the City Council of the City of Chicago* for said date at pages 17909 to 17925, inclusive ("Forty-Sixth Amending Ordinance"), DPD increased the amount of grant funds available in the Austin Commercial, Belmont/Central, Northwest Industrial Corridor and Portage Park redevelopment project areas; and

Whereas, By an ordinance adopted by the City Council of the City on \_\_\_\_\_, 2016 and published in the *Journal of the Proceedings of the City Council of the City of Chicago* for said date at pages \_\_\_\_\_ to \_\_\_\_\_, inclusive ("Forty-Seventh Amending Ordinance"), DPD extended the SBIF Program to the 67<sup>th</sup>/Wentworth, Englewood Neighborhood, Englewood Mall and 107<sup>th</sup>/Halsted Redevelopment Project Areas of the City, increased the amount of grant funds available in the Austin Commercial, 47<sup>th</sup>/Ashland, 43<sup>rd</sup>/Cottage Grove, 47<sup>th</sup>/King Drive, 87<sup>th</sup>/Cottage Grove, Chicago/Central Park and 119<sup>th</sup>/Halsted Redevelopment Project Areas and provided authorization for the targeting of SBIF Program Funds in the areas to designated zones called [ ] Zones; and

Whereas, By an ordinance adopted by the City Council of the City on \_\_\_\_\_, 2016 and published in the *Journal of the Proceedings of the City Council of the City of Chicago* for said date at pages \_\_\_\_\_ to \_\_\_\_\_, inclusive ("Forty-Eighth Amending Ordinance"), DPD extended the SBIF Program to the Archer/Western Redevelopment Project Area and increased the amount of grant funds available in six other redevelopment project areas (the "Forty-Eighth Amending Agreement"); and

Whereas, The Forty-Eighth Amending Ordinance authorized DPD to enter into an agreement with SomerCor to continue to provide SBIF Program administrative services, and DPD and SomerCor now desire to enter into such an agreement, which will amend the Second SomerCor Agreement (the "Forty-Eighth Amending Agreement");

Now, Therefore, In consideration of the mutual promises and covenants set forth below, the parties hereto agree as follows:

#### Article I

#### Incorporation And Recitals.

The recitals set forth above are incorporated by reference as if fully set forth herein.

## Article II

## Reaffirmation Of Representations, Warranties And Covenants.

SomerCor reaffirms each and every representation, warranty and covenant made in Article III of the Second SomerCor Agreement. SomerCor reaffirms that it has insurance in force that conforms to the requirements of Section 4.8 of the Second SomerCor Agreement.

## Article III

## Amendments To Second Somercor Agreement.

1. The Second SomerCor Agreement, as amended, is further amended, as follows:

(a) add the following text at the end of (Sub)Exhibit 2 thereof:

; and

100) on February 11, 2009: (1) "An Ordinance of the City of Chicago, Illinois Approving a Redevelopment Plan for the Archer/Western Redevelopment Project Area"; (2) "An Ordinance of the City of Chicago, Illinois Designating the Archer/Western 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 Archer/Western Redevelopment Project Area".

(b) add the following text at the end of (Sub)Exhibit 5 thereof:

|                |           |
|----------------|-----------|
| Archer/Western | \$300,000 |
|----------------|-----------|

(c) amend the text in (Sub)Exhibit 5 thereof increasing the maximum funds available for the following TIF Areas, which maximum includes previously-allocated funds and additional funding authorized by the Forty-Eighth Amending Ordinance, as follows:

|                   |              |
|-------------------|--------------|
| Kinzie Industrial | \$10,000,000 |
|-------------------|--------------|

|                           |              |
|---------------------------|--------------|
| 35 <sup>th</sup> /Halsted | \$ 2,750,000 |
|---------------------------|--------------|

|                  |              |
|------------------|--------------|
| Lawrence/Pulaski | \$ 1,750,000 |
|------------------|--------------|

(d) substitute the following for each occurrence of "One Hundred Thirty-Nine Million and One Hundred Ten Thousand Dollars (\$139,110,000)" in Section 4.2 thereof:

One Hundred Forty-One Million Four Hundred and Ten Thousand Dollars  
(\$141,410,000)

Except as set forth herein, the Agreement is not amended.

#### Article IV

##### Obligation To Provide Documents.

SomerCor shall execute and deliver to DPD such documents as may be required by the Corporation Counsel of the City to evidence SomerCor's participation in the Program, including, but not limited to, the City's current form of Economic Disclosure Statement and an opinion of counsel in substantially the form of (Sub)Exhibit 1 attached hereto and incorporated herein.

In Witness Whereof, The City and SomerCor have executed this Agreement as of the date first set forth above.

City of Chicago

By: \_\_\_\_\_  
Commissioner,  
Department of Planning and Development

SomerCor 504, Inc.

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

[(Sub)Exhibits 2 and 5 referred to in this Forty-Eighth  
Amending Agreement to Administrative Services  
Agreement with SomerCor 504, Inc. unavailable at time of printing.]

(Sub)Exhibit 1 referred to in this Forty-Eighth Amending Agreement to Administrative Services Agreement with SomerCor 504, Inc. reads as follows:

(Sub)Exhibit 1.  
(To Forty-Eighth Amending Agreement  
To Administrative Services Agreement With SomerCor 504, Inc.)

*Form Of Counsel's Opinion And  
Economic Disclosure Statement And Affidavit.*

\_\_\_\_\_, 2016.

Form Of Counsel Opinion:

City of Chicago  
Department of Planning and Development  
121 North LaSalle Street, Suite 1000  
Chicago, Illinois 60602

RE: Amending Agreement To Administrative Services Agreement (the "Agreement")

Ladies and Gentlemen:

I have acted as counsel for SomerCor 504, Inc., an Illinois not-for-profit corporation ("SomerCor"), in connection with the execution and delivery of the Agreement by and between SomerCor and the City of Chicago, acting by and through its Department of Planning and Development (the "City"). SomerCor has requested that this opinion be furnished to the City.

In so acting as counsel for SomerCor I have examined:

- (i) an executed original of the Agreement;
- (ii) the Articles of Incorporation, including all amendments thereto, of SomerCor as furnished and certified by the Secretary of State of the State of Illinois;
- (iii) the Bylaws of SomerCor, as certified by the Secretary of SomerCor as of the date hereof; and
- (iv) the Certificate of Good Standing dated \_\_\_\_\_, issued by the Office of the Secretary of State of the State of Illinois, as to the good standing of SomerCor.

In my capacity as counsel, I have also examined such other documents or instruments as I have deemed relevant for the purposes of rendering the opinions hereinafter set forth.

I have also assumed, but have no reason to question, the legal capacity, authority and the genuineness of the signatures of and due and proper execution and delivery by the respective parties other than SomerCor which has made, executed or delivered or will make, execute and deliver the agreements and documents examined by me.

I express no opinion as to (i) the laws of any state or jurisdiction other than the State of Illinois (and any political subdivisions thereof) and the United States of America; and (ii) any matters pertaining or relating to the securities laws of the United States of America, the State of Illinois or any other state.

Based upon and subject to the assumptions and qualifications herein stated, it is my opinion that:

1. SomerCor is a not-for-profit corporation, duly organized and validly existing under the laws of the State of Illinois, SomerCor has made all filings required by the laws of the State of Illinois in respect of its formation and continuing existence, and has all requisite authority to carry on its business and to execute and deliver, and to consummate the transactions contemplated by, the Agreement.

2. The Agreement has been duly executed and delivered on behalf of SomerCor, and constitutes a legal, valid and binding obligation of SomerCor, enforceable against SomerCor in accordance with its terms, except to the extent that enforcement of any such terms may be limited by: (a) applicable bankruptcy, reorganization, debt arrangement, insolvency or other similar laws generally affecting creditors' rights; or (b) judicial and public policy limitations upon the enforcement of certain remedies including those which a court of equity may in its discretion decline to enforce.

3. There is no action, suit or proceeding at law or in equity pending, nor to my knowledge threatened, against or affecting SomerCor, before any court or before any governmental or administrative agency, which if adversely determined could materially and adversely affect the ability of SomerCor to perform under the Agreement or any of its business or properties or financial or other conditions.

4. The transactions contemplated by the Agreement are governed by the laws of the State of Illinois.

5. The execution and delivery of the Agreement and the consummation of the transactions contemplated thereby will not constitute:

A. a violation or breach of (i) the Articles of Incorporation of SomerCor, (ii) the Bylaws of SomerCor, (iii) any provision of any contract or other instrument to which SomerCor is bound, or (iv) any order, writ, injunction, decree, statute, rule or regulation binding on SomerCor, or

B. a breach of any of the provisions of, or constitute a default under, or result in the creation or imposition of any lien or encumbrance upon any of the property of SomerCor pursuant to any agreement or other instrument to which SomerCor is a party or by which SomerCor is bound.

6. No action of, or filing with, any governmental or public body is required to authorize, or is otherwise required for the validity of, the execution, delivery and performance of any of the Agreement.

This opinion is furnished for your benefit and may be relied upon by you and any such other party in connection with the Agreement, but may not be delivered to or relied upon by any other person or entity without written consent from the undersigned.

Very truly yours,

---

## Economic Disclosure Statement And Affidavit:

## SECTION I -- GENERAL INFORMATION

A. Legal name of the Disclosing Party submitting this EDS. Include d/b/a if applicable:

SomerCor 504, Inc.

Check ONE of the following three boxes:

Indicate whether the Disclosing Party submitting this EDS is:

1. ☒ the Applicant  
OR2. ☐ a legal entity holding a direct or indirect interest in the Applicant. State the legal name of the Applicant in which the Disclosing Party holds an interest: \_\_\_\_\_  
OR3. ☐ a legal entity with a right of control (see Section II.B.1.) State the legal name of the entity in which the Disclosing Party holds a right of control: \_\_\_\_\_B. Business address of the Disclosing Party: 601 S. LaSalle St, Suite 510  
Chicago, IL 60605C. Telephone: 312-360-3300 Fax: 312-757-4371 Email: jake.stern@somercor.comD. Name of contact person: Jacob Stern

E. Federal Employer Identification No. (if you have one) \_\_\_\_\_

F. Brief description of contract, transaction or other undertaking (referred to below as the "Matter") to which this EDS pertains. (Include project number and location of property, if applicable):

SBIF Administrative Services AgreementG. Which City agency or department is requesting this EDS? Dept. of Planning and Development

If the Matter is a contract being handled by the City's Department of Procurement Services, please complete the following:

Specification # N/A and Contract # N/A



## SECTION II -- DISCLOSURE OF OWNERSHIP INTERESTS

## A. NATURE OF THE DISCLOSING PARTY

1. Indicate the nature of the Disclosing Party:

- |                                                                   |                                                                     |
|-------------------------------------------------------------------|---------------------------------------------------------------------|
| <input type="checkbox"/> Person                                   | <input type="checkbox"/> Limited liability company                  |
| <input type="checkbox"/> Publicly registered business corporation | <input type="checkbox"/> Limited liability partnership              |
| <input type="checkbox"/> Privately held business corporation      | <input type="checkbox"/> Joint venture                              |
| <input type="checkbox"/> Sole proprietorship                      | <input checked="" type="checkbox"/> Not-for-profit corporation      |
| <input type="checkbox"/> General partnership                      | (Is the not-for-profit corporation also a 501(c)(3))?               |
| <input type="checkbox"/> Limited partnership                      | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| <input type="checkbox"/> Trust                                    | <input checked="" type="checkbox"/> Other (please specify)          |
|                                                                   | <u>501(c)(4)</u>                                                    |

2. For legal entities, the state (or foreign country) of incorporation or organization, if applicable:

Illinois

3. For legal entities not organized in the State of Illinois: Has the organization registered to do business in the State of Illinois as a foreign entity?

☐ Yes☐ No☒ N/A

## B. IF THE DISCLOSING PARTY IS A LEGAL ENTITY:

1. List below the full names and titles of all executive officers and all directors of the entity.

NOTE: For not-for-profit corporations, also list below all members, if any, which are legal entities. If there are no such members, write "no members." For trusts, estates or other similar entities, list below the legal titleholder(s).

If the entity is a general partnership, limited partnership, limited liability company, limited liability partnership or joint venture, list below the name and title of each general partner, managing member, manager or any other person or entity that controls the day-to-day management of the Disclosing Party.

NOTE: Each legal entity listed below must submit an BDS on its own behalf.

Name

Title

See Attachment "A"

All members are natural persons; no member is

a legal entity.

2. Please provide the following information concerning each person or entity having a direct or indirect beneficial interest (including ownership) in excess of 7.5% of the Disclosing Party. Examples of such an interest include shares in a corporation, partnership interest in a partnership or joint venture,

## Directors

|                      |                                                    |
|----------------------|----------------------------------------------------|
| Lynn Dubajic         | Yorkville Economic Development Corp.               |
| Martin Castro        | Castro Synergies, LLC                              |
| Jeff Scott           | First Capital Bank                                 |
| Jon Winick           | Clark Street Capital Management                    |
| Scott Heiman         | Sussex Financial Group, Inc.                       |
| Santiago Martinez    | Gold Coast Bank                                    |
| Michael Plumb        | Lee & Associates of Illinois, LLC                  |
| Joseph Brocato       | Gozdecki Del Guidice Americus Farkas & Brocato LLP |
| Carrie Pohl          | PNC                                                |
| Domenic Rinaldi      | Sun Acquisitions                                   |
| Jeffrey D. Bronswick | Bronswick Recin Pollack, Ltd.                      |
| Margaret Sweeney     | Akrete Business, Articulated                       |

| Officers                      |                   |
|-------------------------------|-------------------|
| Executive Vice President      | Milan Maslic      |
| Chief Operating Officer       | Eric Spokas       |
| Senior Vice President         | David Sommers     |
| Vice President - Economic Dev | Jacob Stern       |
| Vice President                | Darin Gehrke      |
| Vice President                | Paul Jastrzebski  |
| Vice President                | Carlie Duntelman  |
| Secretary                     | Russel I. Shapiro |

interest of a member or manager in a limited liability company, or interest of a beneficiary of a trust, estate or other similar entity. If none, state "None." NOTE: Pursuant to Section 2-154-030 of the Municipal Code of Chicago ("Municipal Code"), the City may require any such additional information from any applicant which is reasonably intended to achieve full disclosure.

| Name       | Business Address | Percentage Interest in the Disclosing Party |
|------------|------------------|---------------------------------------------|
| N/A - None |                  |                                             |
|            |                  |                                             |
|            |                  |                                             |
|            |                  |                                             |

### SECTION III -- BUSINESS RELATIONSHIPS WITH CITY ELECTED OFFICIALS

Has the Disclosing Party had a "business relationship," as defined in Chapter 2-156 of the Municipal Code, with any City elected official in the 12 months before the date this BDS is signed?

☐ Yes      ☒ No

If yes, please identify below the name(s) of such City elected official(s) and describe such relationship(s):

N/A

### SECTION IV -- DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES

The Disclosing Party must disclose the name and business address of each subcontractor, attorney, lobbyist, accountant, consultant and any other person or entity whom the Disclosing Party has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Disclosing Party is not required to disclose employees who are paid solely through the Disclosing Party's regular payroll.

"Lobbyist" means any person or entity who undertakes to influence any legislative or administrative action on behalf of any person or entity other than: (1) a not-for-profit entity, on an unpaid basis, or (2) himself. "Lobbyist" also means any person or entity any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action.

If the Disclosing Party is uncertain whether a disclosure is required under this Section, the Disclosing Party must either ask the City whether disclosure is required or make the disclosure.

| Name (indicate whether retained or anticipated to be retained) | Business Address | Relationship to Disclosing Party (subcontractor, attorney, lobbyist, etc.) | Fees (indicate whether paid or estimated.) NOTE: "hourly rate" or "t.b.d." is not an acceptable response. |
|----------------------------------------------------------------|------------------|----------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------|
| N/A                                                            |                  |                                                                            |                                                                                                           |

(Add sheets if necessary)

☒ Check here if the Disclosing Party has not retained, nor expects to retain, any such persons or entities.

#### SECTION V -- CERTIFICATIONS

##### A. COURT-ORDERED CHILD SUPPORT COMPLIANCE

Under Municipal Code Section 2-92-415, substantial owners of business entities that contract with the City must remain in compliance with their child support obligations throughout the contract's term.

Has any person who directly or indirectly owns 10% or more of the Disclosing Party been declared in arrearage on any child support obligations by any Illinois court of competent jurisdiction?

☐ Yes      ☐ No      ☒ No person directly or indirectly owns 10% or more of the Disclosing Party.

If "Yes," has the person entered into a court-approved agreement for payment of all support owed and is the person in compliance with that agreement?

☐ Yes      ☐ No

##### B. FURTHER CERTIFICATIONS

1. Pursuant to Municipal Code Chapter 1-23, Article I ("Article I") (which the Applicant should consult for defined terms (e.g., "doing business") and legal requirements), if the Disclosing Party submitting this EDS is the Applicant and is doing business with the City, then the Disclosing Party certifies as follows: (i) neither the Applicant nor any controlling person is currently indicted or charged with, or has admitted guilt of, or has ever been convicted of, or placed under supervision for, any criminal offense involving actual, attempted, or conspiracy to commit bribery, theft, fraud, forgery, perjury, dishonesty or deceit against an officer or employee of the City or any sister agency; and (ii) the Applicant understands and acknowledges that compliance with Article I is a continuing requirement for doing business with the City. NOTE: If Article I applies to the Applicant, the permanent compliance timeframe in Article I supersedes some five-year compliance timeframes in certifications 2 and 3 below.

2. The Disclosing Party and, if the Disclosing Party is a legal entity, all of those persons or entities identified in Section H.B.1. of this EDS:

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;
- b. have not, within a five-year period preceding the date of this EDS, been convicted of a criminal offense, adjudged guilty, or had a civil judgment rendered against them in connection with: obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; a violation of federal or state antitrust statutes; fraud; embezzlement; theft; forgery; bribery; falsification or destruction of records; making false statements; or receiving stolen property;
- c. are not presently indicted for, or criminally or civilly charged by, a governmental entity (federal, state or local) with committing any of the offenses set forth in clause B.2.b. of this Section V;
- d. have not, within a five-year period preceding the date of this EDS, had one or more public transactions (federal, state or local) terminated for cause or default; and
- e. have not, within a five-year period preceding the date of this EDS, been convicted, adjudged guilty, or found liable in a civil proceeding, or in any criminal or civil action, including actions concerning environmental violations, instituted by the City or by the federal government, any state, or any other unit of local government.

3. The certifications in subparts 3, 4 and 5 concern:

- the Disclosing Party;
- any "Contractor" (meaning any contractor or subcontractor used by the Disclosing Party in connection with the Matter, including but not limited to all persons or legal entities disclosed under Section IV, "Disclosure of Subcontractors and Other Retained Parties");
- any "Affiliated Entity" (meaning a person or entity that, directly or indirectly: controls the Disclosing Party, is controlled by the Disclosing Party, or is, with the Disclosing Party, under common control of another person or entity. Indicia of control include, without limitation: interlocking management or ownership; identity of interests among family members, shared facilities and equipment; common use of employees; or organization of a business entity following the ineligibility of a business entity to do business with federal or state or local government, including the City, using substantially the same management, ownership, or principals as the ineligible entity); with respect to Contractors, the term Affiliated Entity means a person or entity that directly or indirectly controls the Contractor, is controlled by it, or, with the Contractor, is under common control of another person or entity;
- any responsible official of the Disclosing Party, any Contractor or any Affiliated Entity or any other official, agent or employee of the Disclosing Party, any Contractor or any Affiliated Entity, acting pursuant to the direction or authorization of a responsible official of the Disclosing Party, any Contractor or any Affiliated Entity (collectively "Agents").

Neither the Disclosing Party, nor any Contractor, nor any Affiliated Entity of either the Disclosing Party or any Contractor nor any Agents have, during the five years before the date this EDS is signed, or, with respect to a Contractor, an Affiliated Entity, or an Affiliated Entity of a Contractor during the five years before the date of such Contractor's or Affiliated Entity's contract or engagement in connection with the Matter:

- a. bribed or attempted to bribe, or been convicted or adjudged guilty of bribery or attempting to bribe, a public officer or employee of the City, the State of Illinois, or any agency of the federal government or of any state or local government in the United States of America, in that officer's or employee's official capacity;
- b. agreed or colluded with other bidders or prospective bidders, or been a party to any such agreement, or been convicted or adjudged guilty of agreement or collusion among bidders or prospective bidders, in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or
- c. made an admission of such conduct described in a. or b. above that is a matter of record, but have not been prosecuted for such conduct; or
- d. violated the provisions of Municipal Code Section 2-92-610 (Living Wage Ordinance).

4. Neither the Disclosing Party, Affiliated Entity or Contractor, or any of their employees, officials, agents or partners, is barred from contracting with any unit of state or local government as a result of engaging in or being convicted of (1) bid-rigging in violation of 720 ILCS 5/33E-3; (2) bid-rotating in violation of 720 ILCS 5/33B-4; or (3) any similar offense of any state or of the United States of America that contains the same elements as the offense of bid-rigging or bid-rotating.

5. Neither the Disclosing Party nor any Affiliated Entity is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the Bureau of Industry and Security of the U.S. Department of Commerce or their successors: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List.

6. The Disclosing Party understands and shall comply with the applicable requirements of Chapters 2-55 (Legislative Inspector General), 2-56 (Inspector General) and 2-156 (Governmental Ethics) of the Municipal Code.

7. If the Disclosing Party is unable to certify to any of the above statements in this Part B (Further Certifications), the Disclosing Party must explain below:

N/A

If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Disclosing Party certified to the above statements.

8. To the best of the Disclosing Party's knowledge after reasonable inquiry, the following is a complete list of all current employees of the Disclosing Party who were, at any time during the 12-month period preceding the execution date of this EDS, an employee, or elected or appointed official, of the City of Chicago (if none, indicate with "N/A" or "none").

None

9. To the best of the Disclosing Party's knowledge after reasonable inquiry, the following is a complete list of all gifts that the Disclosing Party has given or caused to be given, at any time during the 12-month period preceding the execution date of this EDS, to an employee, or elected or appointed official, of the City of Chicago. For purposes of this statement, a "gift" does not include: (i) anything made generally available to City employees or to the general public, or (ii) food or drink provided in the course of official City business and having a retail value of less than \$20 per recipient (if none, indicate with "N/A" or "none"). As to any gift listed below, please also list the name of the City recipient.

None

#### C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

1. The Disclosing Party certifies that the Disclosing Party (check one)

☐ is ☒ is not

a "financial institution" as defined in Section 2-32-455(b) of the Municipal Code.

2. If the Disclosing Party IS a financial institution, then the Disclosing Party pledges:

"We are not and will not become a predatory lender as defined in Chapter 2-32 of the Municipal Code. We further pledge that none of our affiliates is, and none of them will become, a predatory lender as defined in Chapter 2-32 of the Municipal Code. We understand that becoming a predatory lender or becoming an affiliate of a predatory lender may result in the loss of the privilege of doing business with the City."

If the Disclosing Party is unable to make this pledge because it or any of its affiliates (as defined in Section 2-32-455(b) of the Municipal Code) is a predatory lender within the meaning of Chapter 2-32 of the Municipal Code, explain here (attach additional pages if necessary):

If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Disclosing Party certified to the above statements.

#### D. CERTIFICATION REGARDING INTEREST IN CITY BUSINESS

Any words or terms that are defined in Chapter 2-156 of the Municipal Code have the same meanings when used in this Part D.

1. In accordance with Section 2-156-110 of the Municipal Code: Does any official or employee of the City have a financial interest in his or her own name or in the name of any other person or entity in the Matter?

☐ Yes

☒ No

NOTE: If you checked "Yes" to Item D.1., proceed to Items D.2. and D.3. If you checked "No" to Item D.1., proceed to Part E.

2. Unless sold pursuant to a process of competitive bidding, or otherwise permitted, no City elected official or employee shall have a financial interest in his or her own name or in the name of any other person or entity in the purchase of any property that (i) belongs to the City, or (ii) is sold for taxes or assessments, or (iii) is sold by virtue of legal process at the suit of the City (collectively, "City Property Sale"). Compensation for property taken pursuant to the City's eminent domain power does not constitute a financial interest within the meaning of this Part D.

Does the Matter involve a City Property Sale?

☐ Yes

☒ No

3. If you checked "Yes" to Item D.1., provide the names and business addresses of the City officials or employees having such interest and identify the nature of such interest:

| Name | Business Address | Nature of Interest |
|------|------------------|--------------------|
| N/A  |                  |                    |

4. The Disclosing Party further certifies that no prohibited financial interest in the Matter will be acquired by any City official or employee.

#### E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

Please check either 1. or 2. below. If the Disclosing Party checks 2., the Disclosing Party must disclose below or in an attachment to this EDS all information required by paragraph 2. Failure to



comply with these disclosure requirements may make any contract entered into with the City in connection with the Matter voidable by the City.

X 1. The Disclosing Party verifies that the Disclosing Party has searched any and all records of the Disclosing Party and any and all predecessor entities regarding records of investments or profits from slavery or slaveholder insurance policies during the slavery era (including insurance policies issued to slaveholders that provided coverage for damage to or injury or death of their slaves), and the Disclosing Party has found no such records.

2. The Disclosing Party verifies that, as a result of conducting the search in step 1 above, the Disclosing Party has found records of investments or profits from slavery or slaveholder insurance policies. The Disclosing Party verifies that the following constitutes full disclosure of all such records, including the names of any and all slaves or slaveholders described in those records:

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#### SECTION VI -- CERTIFICATIONS FOR FEDERALLY FUNDED MATTERS

**NOTE:** If the Matter is federally funded, complete this Section VI. If the Matter is not federally funded, proceed to Section VII. For purposes of this Section VI, tax credits allocated by the City and proceeds of debt obligations of the City are not federal funding.

##### A. CERTIFICATION REGARDING LOBBYING

1. List below the names of all persons or entities registered under the federal Lobbying Disclosure Act of 1995 who have made lobbying contacts on behalf of the Disclosing Party with respect to the Matter: (Add sheets if necessary):

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(If no explanation appears or begins on the lines above, or if the letters "NA" or if the word "None" appear, it will be conclusively presumed that the Disclosing Party means that NO persons or entities registered under the Lobbying Disclosure Act of 1995 have made lobbying contacts on behalf of the Disclosing Party with respect to the Matter.)

2. The Disclosing Party has not spent and will not expend any federally appropriated funds to pay any person or entity listed in Paragraph A.1. above for his or her lobbying activities or to pay any person or entity to influence or attempt to influence an officer or employee of any agency, as defined by applicable federal law, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with the award of any federally funded contract, making any federally funded grant or loan, entering into any cooperative agreement, or to extend, continue, renew, amend, or modify any federally funded contract, grant, loan, or cooperative agreement.

3. The Disclosing Party will submit an updated certification at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the statements and information set forth in paragraphs A.1. and A.2. above.

4. The Disclosing Party certifies that either: (i) it is not an organization described in section 501(c)(4) of the Internal Revenue Code of 1986; or (ii) it is an organization described in section 501(c)(4) of the Internal Revenue Code of 1986 but has not engaged and will not engage in "Lobbying Activities".

5. If the Disclosing Party is the Applicant, the Disclosing Party must obtain certifications equal in form and substance to paragraphs A.1. through A.4. above from all subcontractors before it awards any subcontract and the Disclosing Party must maintain all such subcontractors' certifications for the duration of the Matter and must make such certifications promptly available to the City upon request.

#### B. CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY

If the Matter is federally funded, federal regulations require the Applicant and all proposed subcontractors to submit the following information with their bids or in writing at the outset of negotiations.

Is the Disclosing Party the Applicant?

☐ Yes

☐ No

If "Yes," answer the three questions below:

1. Have you developed and do you have on file affirmative action programs pursuant to applicable federal regulations? (Sec 41 CFR Part 60-2.)

☐ Yes

☐ No

2. Have you filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance Programs, or the Equal Employment Opportunity Commission all reports due under the applicable filing requirements?

☐ Yes

☐ No

3. Have you participated in any previous contracts or subcontracts subject to the equal opportunity clause?

☐ Yes

☐ No

If you checked "No" to question 1. or 2. above, please provide an explanation:

---

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SECTION VII -- ACKNOWLEDGMENTS, CONTRACT INCORPORATION,  
COMPLIANCE, PENALTIES, DISCLOSURE

The Disclosing Party understands and agrees that:

A. The certifications, disclosures, and acknowledgments contained in this EDS will become part of any contract or other agreement between the Applicant and the City in connection with the Matter, whether procurement, City assistance, or other City action, and are material inducements to the City's execution of any contract or taking other action with respect to the Matter. The Disclosing Party understands that it must comply with all statutes, ordinances, and regulations on which this EDS is based.

B. The City's Governmental Ethics and Campaign Financing Ordinances, Chapters 2-156 and 2-164 of the Municipal Code, impose certain duties and obligations on persons or entities seeking City contracts, work, business, or transactions. The full text of these ordinances and a training program is available online at [www.cityofchicago.org/Ethics](http://www.cityofchicago.org/Ethics), and may also be obtained from the City's Board of Ethics, 740 N.

Sedgwick St., Suite 500, Chicago, IL 60610, (312) 744-9660. The Disclosing Party must comply fully with the applicable ordinances.

C. If the City determines that any information provided in this EDS is false, incomplete or inaccurate, any contract or other agreement in connection with which it is submitted may be rescinded or be void or voidable, and the City may pursue any remedies under the contract or agreement (if not rescinded or void), at law, or in equity, including terminating the Disclosing Party's participation in the Matter and/or declining to allow the Disclosing Party to participate in other transactions with the City. Remedies at law for a false statement of material fact may include incarceration and an award to the City of treble damages.

D. It is the City's policy to make this document available to the public on its Internet site and/or upon request. Some or all of the information provided on this EDS and any attachments to this EDS may be made available to the public on the Internet, in response to a Freedom of Information Act request, or otherwise. By completing and signing this EDS, the Disclosing Party waives and releases any possible rights or claims which it may have against the City in connection with the public release of information contained in this EDS and also authorizes the City to verify the accuracy of any information submitted in this EDS.

E. The information provided in this EDS must be kept current. In the event of changes, the Disclosing Party must supplement this EDS up to the time the City takes action on the Matter. If the Matter is a contract being handled by the City's Department of Procurement Services, the Disclosing Party must update this EDS as the contract requires. NOTE: With respect to Matters subject to Article I of Chapter 1-23 of the Municipal Code (imposing PERMANENT INELIGIBILITY for certain specified offenses), the information provided herein regarding eligibility must be kept current for a longer period, as required by Chapter 1-23 and Section 2-154-020 of the Municipal Code.

The Disclosing Party represents and warrants that:

F.1. The Disclosing Party is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, nor are the Disclosing Party or its Affiliated Entities delinquent in paying any fine, fee, tax or other charge owed to the City. This includes, but is not limited to, all water charges, sewer charges, license fees, parking tickets, property taxes or sales taxes.

F.2 If the Disclosing Party is the Applicant, the Disclosing Party and its Affiliated Entities will not use, nor permit their subcontractors to use, any facility listed by the U.S. E.P.A. on the federal Excluded Parties List System ("EPLS") maintained by the U. S. General Services Administration.

F.3 If the Disclosing Party is the Applicant, the Disclosing Party will obtain from any contractors/subcontractors hired or to be hired in connection with the Matter certifications equal in form and substance to those in F.1. and F.2. above and will not, without the prior written consent of the City, use any such contractor/subcontractor that does not provide such certifications or that the Disclosing Party has reason to believe has not provided or cannot provide truthful certifications.

NOTE: If the Disclosing Party cannot certify as to any of the items in F.1., F.2. or F.3. above, an explanatory statement must be attached to this EDS.

#### CERTIFICATION

Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this EDS and Appendix A (if applicable) on behalf of the Disclosing Party, and (2) warrants that all certifications and statements contained in this EDS and Appendix A (if applicable) are true, accurate and complete as of the date furnished to the City.

Sony Coe Soy, Inc  
(Print or type name of Disclosing Party)

By: [Signature]  
(Sign here)

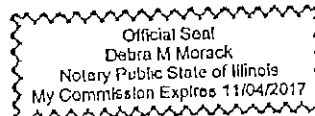
MILAN MASUL - EXECUTIVE VICE PRESIDENT  
(Print or type name of person signing)

EXECUTIVE VICE PRESIDENT  
(Print or type title of person signing)

Signed and sworn to before me on (date) September 8, 2016  
at COOK County, ILLINOIS (state).

Debra M. Morack Notary Public.

Commission expires: 11/04/2017



## APPENDIX A

## FAMILIAL RELATIONSHIPS WITH ELECTED CITY OFFICIALS AND DEPARTMENT HEADS

This Appendix is to be completed only by (a) the Applicant, and (b) any legal entity which has a direct ownership interest in the Applicant exceeding 7.5 percent. It is not to be completed by any legal entity which has only an indirect ownership interest in the Applicant.

Under Municipal Code Section 2-154-015, the Disclosing Party must disclose whether such Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof currently has a "familial relationship" with any elected city official or department head. A "familial relationship" exists if, as of the date this EDS is signed, the Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof is related to the mayor, any alderman, the city clerk, the city treasurer or any city department head as spouse or domestic partner or as any of the following, whether by blood or adoption: parent, child, brother or sister, aunt or uncle, niece or nephew, grandparent, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, stepfather or stepmother, stepson or stepdaughter, stepbrother or stepsister or half-brother or half-sister.

"Applicable Party" means (1) all executive officers of the Disclosing Party listed in Section II.B.1.a., if the Disclosing Party is a corporation; all partners of the Disclosing Party, if the Disclosing Party is a general partnership; all general partners and limited partners of the Disclosing Party, if the Disclosing Party is a limited partnership; all managers, managing members and members of the Disclosing Party, if the Disclosing Party is a limited liability company; (2) all principal officers of the Disclosing Party; and (3) any person having more than a 7.5 percent ownership interest in the Disclosing Party. "Principal officers" means the president, chief operating officer, executive director, chief financial officer, treasurer or secretary of a legal entity or any person exercising similar authority.

Does the Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof currently have a "familial relationship" with an elected city official or department head?

☐ Yes

☒ No

If yes, please identify below (1) the name and title of such person, (2) the name of the legal entity to which such person is connected; (3) the name and title of the elected city official or department head to whom such person has a familial relationship, and (4) the precise nature of such familial relationship.

N/A

## APPENDIX B

## BUILDING CODE SCOFFLAW/PROBLEM LANDLORD CERTIFICATION

This Appendix is to be completed only by (a) the Applicant, and (b) any legal entity which has a direct ownership interest in the Applicant exceeding 7.5 percent (an "Owner"). It is not to be completed by any legal entity which has only an indirect ownership interest in the Applicant.

1. Pursuant to Municipal Code Section 2-154-010, is the Applicant or any Owner identified as a building code scofflaw or problem landlord pursuant to Section 2-92-416 of the Municipal Code?

☐ Yes

☒ No

2. If the Applicant is a legal entity publicly traded on any exchange, is any officer or director of the Applicant identified as a building code scofflaw or problem landlord pursuant to Section 2-92-416 of the Municipal Code?

☐ Yes

☒ No

☐ Not Applicable

3. If yes to (1) or (2) above, please identify below the name of the person or legal entity identified as a building code scofflaw or problem landlord and the address of the building or buildings to which the pertinent code violations apply.

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FILLING OUT THIS APPENDIX B CONSTITUTES ACKNOWLEDGMENT AND AGREEMENT THAT THIS APPENDIX B IS INCORPORATED BY REFERENCE INTO, AND MADE A PART OF, THE ASSOCIATED EDS, AND THAT THE REPRESENTATIONS MADE IN THIS APPENDIX B ARE SUBJECT TO THE CERTIFICATION MADE UNDER PENALTY OF PERJURY ON PAGE 12 OF THE ASSOCIATED EDS.

SUPPORT OF COOK COUNTY CLASS C TAX INCENTIVES FOR PROPERTY AT  
917 W. 18<sup>TH</sup> ST.

[O2016-7369]

The Committee on Finance submitted the following report:

CHICAGO, November 1, 2016.

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

Your Committee on Finance, having had under consideration an ordinance authorizing the approve of a Class C Real Estate Incentive Classification for property located at 917 West 18<sup>th</sup> Street for VCP Opportunity Fund II LLC, 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) EDWARD M. BURKE,  
*Chairman.*

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

*Yeas* -- Aldermen Moreno, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Beale, Sadlowski Garza, Thompson, Cárdenas, Quinn, Burke, Lopez, Foulkes, D. Moore, Curtis, O'Shea, Cochran, Muñoz, Zalewski, Solis, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Waguespack, Mell, Ramirez-Rosa, Villegas, Sposato, Laurino, O'Connor, Napolitano, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Silverstein -- 44.

*Nays* -- None.

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

The following is said ordinance as passed:

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

WHEREAS, The Cook County Board of Commissioners has enacted the Cook County Real Property Assessment Classification Ordinance, as amended from time to time (the "Classification Ordinance"), which provides for, among other things, real estate tax incentives to property owners who build, rehabilitate, enhance and occupy property which is located within Cook County and which is used primarily for industrial or commercial purposes; and

WHEREAS, The City, consistent with the Classification Ordinance, wishes to induce industry to locate, expand and remain in the City by supporting financial incentives in the form of property tax relief; and

WHEREAS, VCP Opportunity Fund II LLC, Series III -- 917 West 18<sup>th</sup>, an Illinois limited liability company (the "Applicant"), owns certain real estate located generally at 917 West 18<sup>th</sup> Street, Chicago, Illinois 60608 (the "Subject Property"), as described on Exhibit A hereto; and

WHEREAS, The Subject Property has undergone environmental testing and was found to contain certain adverse environmental conditions (the "Contamination"); and

WHEREAS, Neither the Applicant nor the applicant's individual owners are directly or indirectly responsible for creating the Contamination; and

WHEREAS, The Applicant has undertaken environmental remediation at the Subject Property and received a No Further Remediation Letter from the Illinois Environmental Protection Agency's Site Remediation Program, dated December 23, 2015 (the "NFR Letter"); and

WHEREAS, The costs of remediating the Contamination exceeded \$100,000 in accordance with the eligibility requirements for Class C classification pursuant to the Classification Ordinance; and

WHEREAS, The Applicant intends to renovate an approximately 37,500 square foot facility on the Subject Property (the "Development") to be used for commercial purposes in accordance with the eligibility requirements for Class C classification pursuant to the Classification Ordinance; and

WHEREAS, Villa Capital Partners LLC, an Illinois limited liability company, plans to occupy a portion of the Subject Property for use as office space; and

WHEREAS, The Applicant has filed an application for the Class C classification with the Office of the Cook County Assessor (the "Assessor") pursuant to the Classification Ordinance; and

WHEREAS, It is the responsibility of the Assessor to determine that an application for a Class C classification is eligible pursuant to the Classification Ordinance; and



WHEREAS, The Classification Ordinance requires that, in connection with the filing of a Class C application with the Assessor, an applicant must obtain from the municipality in which such real estate is located an ordinance or resolution expressly stating that the municipality has determined that the classification incentive is necessary for the Development of the property to occur and that the municipality supports and consents to the Class C classification; now, therefore,

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

SECTION 1. The above recitals are hereby expressly incorporated as if fully set forth herein.

SECTION 2. The City hereby determines that the incentive provided by the Class C classification is necessary for the Development to have occurred on the Subject Property.

SECTION 3. The City hereby expressly supports and consents to the Class C classification with respect to the Subject Property.

SECTION 4. The City Clerk of the City is authorized and hereby directed to and shall send a certified copy of this ordinance to the Assessor, and a certified copy of this ordinance may be included with the Class C application to be filed with the Assessor by the Applicant, as applicant, in accordance with the Classification Ordinance.

SECTION 5. To the extent that any ordinance, resolution, order or provision of the Municipal Code of Chicago, or part thereof, is in conflict with the provisions of this ordinance, the provisions of this ordinance shall be controlling. If any section, paragraph, clause or provision shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this ordinance.

SECTION 6. This ordinance shall be effective immediately upon its passage and approval.

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

*Exhibit "A".*

Subject Property Legal Description:

Lots 2, 3, 4, 5, 6 and 7 and tract of land 16 feet in width, marked "private alley" lying south of an adjoining said Lots 5, 6 and 7 in the subdivision of Lots 14 to 20, both inclusive, in the north half of Block 5 in the Walsh and McMullen's Subdivision of the south three-quarters of the south east quarter of Section 20, Township 39 North, Range 14, East of the Third Principal Meridian, according to the plat thereof recorded December 29, 1881 as Document 366860 in Book 16 of Plats, page 60, in Cook County, Illinois.

## Address Commonly Known As:

917 West 18<sup>th</sup> Street  
Chicago, Illinois 60608.

## Permanent Real Estate Tax Index Number (PIN):

17-20-414-002-0000.

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SETTLEMENT AGREEMENT REGARDING CASE OF *SHANNON SPALDING AND DANIEL ECHEVERRIA V. CITY OF CHICAGO, JUAN RIVERA, JAMES O'GRADY, NICHOLAS ROTI, MAURICE BARNES, ROBERT CESARIO, JOSEPH SALEMME AND THOMAS MILLS.*

[Or2016-595]

The Committee on Finance submitted the following report:

CHICAGO, November 1, 2016.

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

Your Committee on Finance, having had under consideration a communication recommending a proposed order authorizing the Corporation Counsel to enter into and execute a settlement order for the following case: *Shannon Spalding and Daniel Echeverria v. City of Chicago, Juan Rivera, James O'Grady, Nicholas Roti, Maurice Barnes, Robert Cesario, Joseph Salemme and Thomas Mills*, cited as 12 CV 8777, in the amount of: \$2,000,000, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed order transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,  
Chairman.

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

*Yeas* -- Aldermen Moreno, Hopkins, Dowell, Hairston, Sawyer, Mitchell, Harris, Beale, Sadlowski Garza, Thompson, Cárdenas, Quinn, Burke, Lopez, Foulkes, D. Moore, Curtis, O'Shea, Cochran, Muñoz, Zalewski, Solis, Maldonado, Burnett, Ervin, Taliaferro, Reboyas, Waguespack, Mell, Ramirez-Rosa, Villegas, Sposato, Laurino, O'Connor, Reilly, Smith, Tunney, Arena, Cappelman, Pawar, Osterman, Silverstein -- 42.

*Nays* -- Alderman Napolitano -- 1.

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

Alderman King abstained from voting pursuant to Rule 14 of the City Council's Rules of Order and Procedure.

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: *Shannon Spalding and Daniel Echeverria v. City of Chicago, Juan Rivera, James O'Grady, Nicholas Roti, Maurice Barnes, Robert Cesario, Joseph Salemme and Thomas Mills*, cited as 12 CV 8777, in the amount of \$2,000,000.

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SETTLEMENT AGREEMENT REGARDING CASE OF *PATRICE ROBINSON V. CITY OF CHICAGO AND JOHN GORMAN*.

[Or2016-596]

The Committee on Finance submitted the following report:

CHICAGO, November 1, 2016.

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

Your Committee on Finance, having had under consideration a communication

recommending a proposed order authorizing the Corporation Counsel to enter into and execute a settlement order for the following case: *Patrice Robinson v. City of Chicago and John Gorman*, cited as 15 L 818, in the amount of: \$500,000, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed order transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,  
*Chairman.*

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

Yeas -- Aldermen Moreno, Hopkins, Dowell, King Hairston, Sawyer, Mitchell, Harris, Beale, Sadlowski Garza, Thompson, Cárdenas, Quinn, Burke, Lopez, Foulkes, D. Moore, Curtis, O'Shea, Cochran, Muñoz, Zalewski, Solis, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Waguespack, Mell, Ramirez-Rosa, Villegas, Sposato, Laurino, O'Connor, Napolitano, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Silverstein -- 44.

Nays -- None.

Alderman Moreno 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: *Patrice Robinson v. City of Chicago and John Gorman*, cited as 15 L 818, in the amount of \$500,000.

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PAYMENT OF MISCELLANEOUS REFUNDS, COMPENSATION FOR PROPERTY DAMAGE, ET CETERA.

[Or2016-597]

The Committee on Finance submitted the following report:

CHICAGO, November 1, 2016.

*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 vote.

Respectfully submitted,

(Signed) EDWARD M. BURKE,  
*Chairman.*

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

*Yeas* -- Aldermen Moreno, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Beale, Sadlowski Garza, Thompson, Cárdenas, Quinn, Burke, Lopez, Foulkes, D. Moore, Curtis, O'Shea, Cochran, Muñoz, Zalewski, Solis, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Waguespack, Mell, Ramirez-Rosa, Villegas, Sposato, Laurino, O'Connor, Napolitano, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Silverstein -- 44.

*Nays* -- None.

Alderman Moreno 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 on each claim on the date and location by type of claim as follows:

[List of claimants printed on pages 35363  
through 35365 of this *Journal*.]

City Of Chicago  
**Journal Report for City Council GL Claims**

| Last Name                       | First Name | Address                     | City                 | State | Zip Code  | DOL        | Total Paid | Payee                 | Location of Accident  |
|---------------------------------|------------|-----------------------------|----------------------|-------|-----------|------------|------------|-----------------------|-----------------------|
| Claimant Type Desc: Property(7) |            |                             |                      |       |           |            |            |                       |                       |
| BUCIO                           | ROYDEN     | 4232 W MELROSE ST           | CHICAGO              | IL    | 60641     | 05/26/2016 | \$423.75   | Claimant              | 4232 W MELROSE ST     |
| EL-MAAZAWI                      | MOHAMED    | 5615 N. MOODY AVE           | CHICAGO              | IL    | 60646     | 02/12/2016 | \$431.25   | Claimant              | 5615 N MOODY AVE      |
| GRAVES                          | SUSAN      | 10412 S CENTRAL PARK        | CHICAGO              | IL    | 60655     | 01/26/2016 | \$61.49    | DEPARTMENT OF REVENUE | 10412 S CENTRAL PARK  |
| THOMAS                          | TERATINEKA | 11658 S. CARPENTER          | CHICAGO              | IL    | 60643     | 10/20/2014 | \$580.88   | Claimant              | 11658 S CARPENTER     |
| Total of Split Claims:          |            | Number<br>4                 | Amount<br>\$1,517.37 |       |           |            |            |                       |                       |
| Claimant Type Desc: Vehicle(8)  |            |                             |                      |       |           |            |            |                       |                       |
| ABUTALEB                        | AHMADH     | 4923 N. MEADE               | CHICAGO              | IL    | 60630     | 03/08/2016 | \$67.50    | Claimant              | 5140 N KIMBALL        |
| AHRENDT                         | ROBERT     | 737 W WASHINGTON BLVD       | CHICAGO              | IL    | 60661     | 06/21/2016 | \$90.65    | Claimant              | 1000 N ASHLAND        |
| ALESZCZYK-                      | KATARZYNA  | 3759 S MORGAN ST            | CHICAGO              | IL    | 60609     | 06/02/2016 | \$118.79   | Claimant              | 24-36 E 29TH ST       |
| BLECHARCZYK                     | GREGORY    | 3451 N TRIPP                | CHICAGO              | IL    | 60641     | 06/11/2015 | \$252.92   | Claimant              | 3801 N KEELER AVE (W  |
| BLOOMFIELD                      | GUY        | 5816 LYMAN AVE              | DOWNERS              | IL    | 60616     | 03/13/2016 | \$148.07   | Claimant              | 3848 W LAWRENCE AVE   |
| BROWN                           | NICOLE     | 1841 S CALUMET AVE          | CHICAGO              | IL    | 60616     | 01/22/2016 | \$64.00    | Claimant              | 1773 E 103RD ST       |
| BROWN                           | SHEILA     | 5138 W. HIRSCH              | CHICAGO              | IL    | 60651     | 12/14/2015 | \$403.65   | Claimant              | 1923 N AUSTIN         |
| BROWNLEE                        | MONICA     | 17 N WALLER                 | CHICAGO              | IL    | 60644     | 02/22/2016 | \$70.00    | Claimant              | 300 S CENTRAL         |
| BUONAGUIDI                      | LAWRENCE   | 5840 N MOODY AVE            | CHICAGO              | IL    | 60646     | 06/01/2016 | \$128.83   | Claimant              | 6210 N MILWAUKEE      |
| CALES                           | WILLIAM    | 5315 S NEW ENGLAND AVE      | CHICAGO              | IL    | 60638     | 01/10/2016 | \$818.95   | Claimant              | 1759 S ASHLAND AVE    |
| CARAGIULO                       | MARIO      | 4540 N NEW ENGLAND AVE      | HARWOOD              | IL    | 60706     | 03/17/2014 | \$470.23   | Claimant              | 7100 W GUNNISON       |
| CLOUSTON                        | GRANT      | 6258 W. 59th St.            | CHICAGO              | IL    | 60638     | 07/17/2015 | \$435.00   | Claimant              | 6258 W. 59th Street   |
| CRUZ                            | KAREN      | 4910 N. MONTICELLO AVE      | CHICAGO              | IL    | 60625     | 03/24/2016 | \$1,035.27 | Claimant              | 3700 N CLARK          |
| CUDECKI                         | JOHN       | 706 SHERIDAN ROAD           | EVANSTON             | IL    | 60202     | 05/12/2016 | \$345.61   | Claimant              | 3000 N LAKE SHORE DR  |
| DEPIETRO                        | TOM        | 3214 NORTH KILBOURN AVENUE  | CHICAGO              | IL    | 60641     | 07/27/2014 | \$371.15   | Claimant              | 4523 W SCHOOL STREET  |
| DESANTO                         | SUE        | 5645 N. CENTRAL PARK AVE    | CHICAGO              | IL    | 60659     | 06/24/2016 | \$292.09   | Claimant              | 5300 N WESTERN        |
| DESCHAMPS                       | VIOLETTE   | 1213 W 51ST STREET          | CHICAGO              | IL    | 60609     | 10/30/2015 | \$477.56   | Claimant              | 500 N LAKE SHORE DR   |
| FARMER                          | MITCHELL   | 735 HAWTHORNE LANE          | GENEVA               | IL    | 60134     | 10/26/2015 | \$167.64   | Claimant              | N SACRAMENTO AVE & W. |
| GROSS                           | JOSEPH     | 4037 N MASON AVE            | CHICAGO              | IL    | 60634     | 07/03/2015 | \$1,626.42 | Claimant              | 3948 N MONTICELLO AVE |
| GROSSE                          | SARAH      | 2828 NORTH BURLING ST. #206 | CHICAGO              | IL    | 60657     | 07/06/2015 | \$498.96   | Claimant              | 805 W WOLFRAM         |
| HAHN                            | NATHAN     | 854 N. WOOD                 | CHICAGO              | IL    | 734276427 | 01/05/2016 | \$87.50    | Claimant              | 739 N. Hoyne          |

| Last Name | First Name  | Address                           | City          | State | Zip Code | DOL        | Total Paid | Payee                 | Location of Accident   |
|-----------|-------------|-----------------------------------|---------------|-------|----------|------------|------------|-----------------------|------------------------|
| HARRIS    | JEANNETTE   | 5821 S TALMAN AVE                 | CHICAGO       | IL    | 60629    | 05/24/2016 | \$476.00   | Claimant              | 5800 S NORMAL BLVD     |
| HOLTZ     | BRITTANY    | 1334 W ESTES AVE                  | CHICAGO       | IL    | 60626    | 04/26/2016 | \$107.75   | Claimant              | 275 W FULLERTON PKWY   |
| JACKSON   | ANDIERA     | 13912 CENTRAL PARK AVE APT 2SE    | ROBBINS       | IL    | 60472    | 10/05/2015 | \$59.85    | DEPARTMENT OF REVENUE | 11900 S HALSTED        |
| JACKSON   | MARK        | 1630 NORTH MEADE                  | CHICAGO       | IL    | 60639    | 06/18/2014 | \$316.85   | Claimant              | 3200 N OAK PARK AVENUE |
| JACKSON   | MARK        | 1630 NORTH MEADE                  | CHICAGO       | IL    | 60639    | 06/18/2014 | \$36.23    | DEPARTMENT OF REVENUE | 3200 N OAK PARK AVENUE |
| JEFFERSON | TERRY       | P.O.BOX 390942                    | CHICAGO       | IL    | 60639    | 03/07/2016 | \$257.40   | Claimant              | 5134 W GRAND AVE       |
| JOHNSON   | CONSUELLA   | 4516 PROVINCETOWN DRIVE           | COUNTRY CLUB  | IL    | 60478    | 06/17/2015 | \$92.12    | Claimant              | 9434 S HALSTED         |
| KANE      | JEFFREY     | 9715 WOODS DRIVE                  | SKOKIE        | IL    | 60077    | 08/25/2014 | \$36.47    | Claimant              | 476 N HALSTED          |
| KLEINMAN  | AMY         | 2111 NORTH HUDSON AVENUE          | CHICAGO       | IL    | 60614    | 03/04/2015 | \$166.92   | Claimant              | 3655 N SHEFFIELD ( W   |
| KOEHNEMAN | DAVID       | 1225 NORTH WELLS, APT 918         | CHICAGO       | IL    | 60610    | 05/15/2014 | \$123.28   | Claimant              | W BELOEN & N           |
| LEVY      | TERA        | 5138 S. WABASH AVE                | CHICAGO       | IL    | 60615    | 09/07/2014 | \$228.75   | Claimant              | 650 W DESPLAINES AVE   |
| LEWIS     | ANNA        | 2630 NORTHAMPTON DR               | ROLLING       | IL    | 60008    | 07/25/2016 | \$252.99   | Claimant              | 219 E GRAND AVE        |
| LUCAS     | WILLIAM     | 7305 SOUTH CALIFORNIA AVENUE      | CHICAGO       | IL    | 60629    | 04/02/2015 | \$1,140.53 | Claimant              | 1444 E. 72nd Street    |
| MAGNUS    | EVA         | 9526 S 53RD AVE                   | OAK LAWN      | IL    | 60453    | 10/05/2015 | \$37.03    | Claimant              | 9500 S ASHLAND         |
| MARSHALL  | VICTORIA    | 16821 LUELLA AVE                  | SOUTH HOLLAND | IL    | 60473    | 02/05/2015 | \$74.96    | Claimant              | 4858 W. Rice           |
| MARTIN    | MARY ANN    | 10445 DAWN AVENUE                 | NAPERVILLE    | IL    | 60564    | 09/21/2014 | \$1,813.70 | Claimant              | 1601 W MONTROSE        |
| MILTON    | CHRISTOPHER | 7520 SOUTH EGGLESTON              | CHICAGO       | IL    | 60620    | 05/11/2015 | \$108.59   | Claimant              | 547-616 W 74TH         |
| MIZRAHI   | TAMAR       | 55 W DELAWARE                     | CHICAGO       | IL    | 60610    | 10/21/2014 | \$245.51   | Claimant              | 640 N HALSTED STREET   |
| NOLFI     | GERALDINE   | 1636 N WELLS                      | CHICAGO       | IL    | 60614    | 03/28/2016 | \$207.47   | Claimant              | 1300 N LARRABEE ST     |
| PALMER    | MARGARET    | 536 W DEMING PL                   | CHICAGO       | IL    | 60614    | 04/14/2016 | \$682.19   | Claimant              | 2400 N NB OUTER LAKER  |
| POLIN     | VLADA       | 4033 DANA CT.                     | NORTHBROOK    | IL    | 60062    | 09/08/2014 | \$334.02   | Claimant              | 3601 N MILWAUKEE       |
| POWE      | ANNETTE     | 10116 S WENTWORTH                 | CHICAGO       | IL    | 60628    | 08/28/2015 | \$545.06   | Claimant              | 800 W. 101ST STREET    |
| ROBINSON  | SHAVON      | 8915 S CLYDE AVE                  | CHICAGO       | IL    | 60617    | 11/09/2015 | \$986.51   | Claimant              | 1155 W 35TH ST         |
| ROMAN     | ALAN        | 1418 N. LAKE SHORE DR.            | CHICAGO       | IL    | 60610    | 05/16/2016 | \$251.35   | Claimant              | 2200 S LAKE SHORE DR.  |
| ROSS      | TIAARON     | 6406 S HARVARD AVE #2F            | CHICAGO       | IL    | 60621    | 09/12/2015 | \$30.80    | Claimant              | 71 N WESTERN           |
| RUDOLPH   | JOSEPH      | 1201 S. PRAIRIE AVENUE, #2103     | CHICAGO       | IL    | 60605    | 10/16/2015 | \$153.13   | Claimant              | 2164 N ELSTON          |
| SHUPE     | DEBORAH     | 20113 WILLOW DRIVE                | LYNWOOD       | IL    | 60411    | 08/07/2015 | \$350.93   | Claimant              | 13334 S COMMERCIAL AVE |
| SPRINGER  | JONATHAN    | 1429 NORTH WELLS STREET, UNIT 603 | CHICAGO       | IL    | 60610    | 10/24/2014 | \$164.95   | Claimant              | 819 W HUBBARD          |
| TOUZA     | MARY        | 342 TUTTLE DR                     | BLOOMINGDALE  | IL    | 60108    | 04/25/2014 | \$689.86   | Claimant              | 2250 N SHEFFIELD AVE   |
| VALENTI   | CHRISTOPHER | 875 N MICHIGAN AVENUE #3100       | CHICAGO       | IL    | 60611    | 05/16/2014 | \$179.16   | Claimant              | 2334 N SOUTHPORT       |
| VITTORIO  | LOUIS       | 918 S MADISON AVE                 | LA GRANGE     | IL    | 60525    | 10/18/2015 | \$295.12   | Claimant              | 11 N RACINE            |

11/1/2016

## REPORTS OF COMMITTEES

35365

| Last Name              | First Name  | Address                     | City        | State | Zip Code | DOL        | Total Paid | Payee                 | Location of Accident |
|------------------------|-------------|-----------------------------|-------------|-------|----------|------------|------------|-----------------------|----------------------|
| WASHINGTON             | JOSEPH      | 434 E 42ND PL               | CHICAGO     | IL    | 60653    | 09/11/2015 | \$72.70    | Claimant              | 108 N GREEN          |
| WHITESIDE              | CHRISTOPHER | 4857 NORTH WINTHROP AVENUE. | CHICAGO     | IL    | 60640    | 12/15/2014 | \$104.59   | Claimant              | 4100 N SHERIDAN      |
| WILBUR                 | MATT        | 3440 N JANSSEN AVE          | CHICAGO     | IL    | 60657    | 01/01/2016 | \$385.88   | DEPARTMENT OF REVENUE | 2900 N ASHLAND AVE   |
| WINTON                 | JEFFREY     | 6625 W. DIVERSEY            | CHICAGO     | IL    | 60707    | 12/14/2015 | \$158.48   | Claimant              | 6051 N CENTRAL       |
| WRIGHT                 | WINSTON     | 1043 BOLIVAR POINT LN       | FRIENDSWOOD | TX    | 77546    | 09/25/2015 | \$1,399.84 | Claimant              | 55 E WASHINGTON ST   |
| ZATARSKI               | HENRY       | 4701 W. 65th St             | CHICAGO     | IL    | 60629    | 08/15/2014 | \$61.43    | Claimant              | 5011 W 63RD ST.      |
|                        |             | Number                      | Amount      |       |          |            |            |                       |                      |
| Total of Split Claims: |             | 58                          | \$20,821.79 |       |          |            |            |                       |                      |
|                        |             | Number                      | Amount      |       |          |            |            |                       |                      |
| Total of Split Claims: |             | 62                          | \$22,339.16 |       |          |            |            |                       |                      |



## PAYMENT OF SENIOR CITIZEN SEWER REBATE CLAIMS.

[Or2016-600]

The Committee on Finance submitted the following report:

CHICAGO, November 1, 2016.

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

Your Committee on Finance, having had under consideration an order authorizing the payment of senior citizen sewer rebate claims, 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 vote.

Respectfully submitted,

(Signed) EDWARD M. BURKE,  
*Chairman.*

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

*Yeas* -- Aldermen Moreno, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Beale, Sadlowski Garza, Thompson, Cárdenas, Quinn, Burke, Lopez, Foulkes, D. Moore, Curtis, O'Shea, Cochran, Muñoz, Zalewski, Solis, Maldonado, Burnett, Ervin, Taliaferro, Reboyas, Waguespack, Mell, Ramirez-Rosa, Villegas, Sposato, Laurino, O'Connor, Napolitano, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Silverstein -- 44.

*Nays* -- None.

Alderman Moreno 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 amounts to be paid in full as follows and charged to Account Number 314-99-4415-9148-0938:

[List of claimants printed on pages 35367  
and 35368 of this *Journal*.]

COMMITTEE ON FINANCE  
 SMALL CLAIMS, CITY OF CHICAGO  
 SEWER REBATE JOURNAL.

1

| NAME                  | PIN NUMBER         | ALDERMAN      | AMOUNT |
|-----------------------|--------------------|---------------|--------|
| ADDUCCI, DOMINIC      | 14-21-111-007-1428 | 46 CAPPLEMAN  | 50.00  |
| AGARWAL, NIRMAL       | 14-21-110-020-1065 | 46 CAPPLEMAN  | 50.00  |
| ANDERSON, PAUL        | 14-28-322-015-0000 | 43 SMITH      | 50.00  |
| BECKER, CAROL         | 14-21-111-007-1088 | 46 CAPPLEMAN  | 50.00  |
| BERGER, STEPHAN       | 14-28-322-015-0000 | 43 SMITH      | 50.00  |
| BERGMAN, RENEE        | 14-16-301-041-1387 | 46 CAPPLEMAN  | 50.00  |
| BROWNING, MARCIA      | 14-16-301-041-1436 | 46 CAPPLEMAN  | 50.00  |
| CHRISTIANSEN, CAROL   | 14-28-322-015-0000 | 43 SMITH      | 50.00  |
| DALLIA, BARBARA       | 14-21-101-025-1159 | 46 CAPPLEMAN  | 50.00  |
| DAVIDSON, JOHN        | 14-28-322-015-0000 | 43 SMITH      | 50.00  |
| DIANNE WITKOWSKI      | 14-21-305-030-1228 | 46 CAPPLEMAN  | 50.00  |
| DOMUROT, JANE         | 14-28-322-015-0000 | 43 SMITH      | 50.00  |
| DONATO, ASCUNCION     | 17-10-107-018-1212 | 42 REILLY     | 50.00  |
| DONWICZ, NANCY        | 14-21-111-007-1665 | 46 CAPPLEMAN  | 50.00  |
| DRYLUND, SANDRA       | 14-21-111-007-1685 | 46 CAPPLEMAN  | 50.00  |
| DUBBERKE, RICHARD     | 14-28-322-015-0000 | 43 SMITH      | 50.00  |
| EASTRIDGE, JUDITH     | 14-21-110-020-1596 | 46 CAPPLEMAN  | 50.00  |
| ENIMAN, GERALD        | 14-28-322-015-0000 | 43 SMITH      | 50.00  |
| EPSTEIN, DEBORAH      | 14-21-111-007-1150 | 46 CAPPLEMAN  | 50.00  |
| ETTELTON, SUE         | 14-28-322-015-0000 | 43 SMITH      | 50.00  |
| FELDMAN, SIDNEY       | 14-28-322-015-0000 | 43 SMITH      | 50.00  |
| FETES, DOLORES        | 14-21-111-007-1633 | 46 CAPPLEMAN  | 50.00  |
| FLANN, THOMAS         | 14-28-322-015-0000 | 43 SMITH      | 50.00  |
| FRIED, WALTER         | 14-28-322-015-0000 | 43 SMITH      | 50.00  |
| FRIEDA, FRANK         | 14-16-301-041-1790 | 46 CAPPLEMAN  | 50.00  |
| FUTORIAN, AVIVA       | 14-28-322-015-0000 | 43 SMITH      | 50.00  |
| GILMAN, SHELTON       | 14-28-322-015-0000 | 43 SMITH      | 50.00  |
| GLASSMAN, ELIZABETH   | 14-28-322-015-0000 | 43 SMITH      | 50.00  |
| GOCHMAN, HELENE       | 14-28-322-015-0000 | 32 WAQUESPACK | 50.00  |
| GRAY, MELVIN          | 14-28-322-015-0000 | 43 SMITH      | 50.00  |
| GROSS, TIBOR          | 17-10-221-083-1041 | 42 REILLY     | 50.00  |
| HANSEN, JAMES W       | 17-03-220-020-1519 | 42 REILLY     | 50.00  |
| HELD, MICHAEL         | 14-28-322-015-0000 | 43 SMITH      | 50.00  |
| HEBEL, WILLIAM        | 14-16-305-021-1058 | 46 CAPPLEMAN  | 50.00  |
| HIGH, SUZANNE         | 14-28-322-015-0000 | 43 SMITH      | 50.00  |
| HIRSCH, ARLENE GLORIA | 14-05-203-012-1113 | 48 OSTERMAN   | 50.00  |
| HITCHIE, CAROL        | 14-21-111-007-1408 | 46 CAPPLEMAN  | 50.00  |
| KAHAN, LOIS M.        | 14-21-110-020-1012 | 46 CAPPLEMAN  | 50.00  |
| KAHN, PAULA           | 14-28-322-015-0000 | 43 SMITH      | 50.00  |
| KAREEM, AMAL          | 17-03-101-029-1065 | 43 SMITH      | 50.00  |
| KATZ, LEROY           | 14-06-214-017-0000 | 40 O'CONNOR   | 50.00  |
| KITCHEN, JAMES        | 14-21-110-020-1218 | 46 CAPPLEMAN  | 50.00  |
| KLIGERMAN, HONORE     | 14-28-322-015-0000 | 43 SMITH      | 50.00  |
| KINA, CARMENCITA      | 14-21-111-007-1399 | 46 CAPPLEMAN  | 50.00  |
| KARKMAN, S. MICHAEL   | 14-28-322-015-0000 | 43 SMITH      | 50.00  |
| KARSHALL, DAVID       | 14-28-322-015-0000 | 43 SMITH      | 50.00  |
| KIRANDA, IMELDA       | 14-21-110-020-1536 | 46 CAPPLEMAN  | 50.00  |
| KURPHY, JOHN F        | 17-09-114-021-1119 | 42 REILLY     | 50.00  |
| LAUGHTON, SHEILA      | 14-21-110-020-1210 | 46 CAPPLEMAN  | 50.00  |
| LEJATI, ESTRELLA      | 14-21-110-020-1107 | 46 CAPPLEMAN  | 50.00  |
| LEKER, DIANE          | 14-16-301-041-1417 | 46 CAPPLEMAN  | 50.00  |

COMMITTEE ON FINANCE  
SMALL CLAIMS, CITY OF CHICAGO  
SEWER REBATE JOURNAL

2

| NAME                 | PIN NUMBER         | ALDERMAN     | AMOUNT   |
|----------------------|--------------------|--------------|----------|
| PAIGE, STEPHEN       | 14-28-322-015-0000 | 43 SMITH     | 50.00    |
| RADOVANOV, MIRIANA   | 14-28-322-015-0000 | 43 SMITH     | 50.00    |
| REST, MARILYN        | 14-21-110-020-1053 | 46 CAPPLEMAN | 50.00    |
| ROSENZWEIG, LAWRENCE | 14-28-322-015-0000 | 43 SMITH     | 50.00    |
| RUBIN, LORI          | 17-03-221-003-1030 | 02 HOPKINS   | 50.00    |
| RUPAK, JOHN          | 14-28-322-015-0000 | 43 SMITH     | 50.00    |
| RULLAND, RANDY       | 14-28-322-015-0000 | 43 SMITH     | 50.00    |
| SAKATA, KATHRYN      | 14-21-110-020-1362 | 46 CAPPLEMAN | 50.00    |
| SCHMIDT, NANCY       | 14-16-301-041-1569 | 46 CAPPLEMAN | 50.00    |
| SCHREYER, ALICE      | 14-28-322-015-0000 | 43 SMITH     | 50.00    |
| SHOLTIS, ROBERT      | 17-28-322-015-0000 | 43 SMITH     | 50.00    |
| SILWARE, ANTHONY     | 14-21-111-007-8161 | 46 CAPPLEMAN | 50.00    |
| SIMMONS, ADELE       | 14-28-322-015-0000 | 43 SMITH     | 50.00    |
| SINGER, ROBERT       | 14-16-302-030-1054 | 46 CAPPLEMAN | 50.00    |
| SMITH, VIRGINIA      | 17-10-401-005-1336 | 42 REILLY    | 50.00    |
| SOBALA, ELIZABETH    | 14-21-111-007-1448 | 46 CAPPLEMAN | 50.00    |
| SORLE, DAVID         | 14-28-322-015-0000 | 43 SMITH     | 50.00    |
| STEELE, ERIC         | 14-28-322-015-0000 | 43 SMITH     | 50.00    |
| STEINER, JONATHAN    | 14-21-110-020-1375 | 46 CAPPLEMAN | 50.00    |
| STODOLSKY, SUSAN     | 14-28-322-015-0000 | 43 SMITH     | 50.00    |
| SUMMERSELL, ROGER    | 14-21-111-007-1700 | 46 CAPPLEMAN | 50.00    |
| SUSSMAN, ARTHUR      | 14-28-322-015-0000 | 43 SMITH     | 50.00    |
| TALLEY, DOUGLAS      | 14-16-301-041-1043 | 46 CAPPLEMAN | 50.00    |
| TILLMANN, MELANIE    | 14-08-203-001-0000 | 46 CAPPLEMAN | 50.00    |
| VALDEZ, ROBERT       | 14-21-110-070-1657 | 46 CAPPLEMAN | 50.00    |
| WASHBURN, MELVILLE   | 14-28-322-015-0000 | 43 SMITH     | 50.00    |
| WEISS, MARCO         | 14-28-322-015-0000 | 43 SMITH     | 50.00    |
| WILENSKY, MICHAEL    | 14-21-111-007-1268 | 46 CAPPLEMAN | 50.00    |
| WITKOWSKY, IRIS S.   | 14-28-322-015-0000 | 43 SMITH     | 50.00    |
| ZAVOSKEY, KENNETH    | 14-21-110-020-1251 | 46 CAPPLEMAN | 50.00    |
| ZELKHA, RUTH         | 14-15-304-042-1100 | 46 CAPPLEMAN | 50.00    |
| * TOTAL AMOUNT       |                    |              | 4,100.00 |

*Do Not Pass -- CLAIMS FOR VARIOUS REFUNDS.*

[CL2016-1680]

The Committee on Finance submitted the following report:

CHICAGO, November 1, 2016.

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

Your Committee on Finance, Small Claims Division, to which were referred on September 12, 2012, 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 vote.

Respectfully submitted,

(Signed) EDWARD M. BURKE,  
*Chairman.*

On motion of Alderman Burke, the committee's recommendation was *Concurred In* by yeas and nays as follows:

Yeas -- Aldermen Moreno, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Beale, Sadlowski Garza, Thompson, Cárdenas, Quinn, Burke, Lopez, Foulkes, D. Moore, Curtis, O'Shea, Cochran, Muñoz, Zalewski, Solis, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Waguespack, Mell, Ramirez-Rosa, Villegas, Sposato, Laurino, O'Connor, Napolitano, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Silverstein -- 44.

Nays -- None.

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

[List of denied claims printed on page 35370 of this *Journal*.]

# Denied Claims by Claim Name

Denied Date: 11/01/2016

| Claimant Name         | Introduced to City Council |
|-----------------------|----------------------------|
| ALLISON, WILLIE J     | 04/13/2016                 |
| BOLTON, TRACEY M      | 04/13/2016                 |
| BRADFORD, ANNIE M     | 06/17/2015                 |
| CHLEBEK, MALGORZATA   | 09/26/2016                 |
| CITY SERVICE TAXI     | 06/22/2016                 |
| DEVIVO, MARIA         | 10/05/2016                 |
| FITZGERALD, CYNTHIA   | 09/14/2016                 |
| GALANINA, NATALIE     | 10/05/2016                 |
| GALLAGHER, MEGHAN     | 10/05/2016                 |
| GARCIA, MICHAEL       | 07/24/2013                 |
| GLUZERMAN, MARIA      | 09/14/2016                 |
| GREEN, THAYNA         | 09/14/2016                 |
| GROGAN, BRIAN M       | 09/14/2016                 |
| HARRIS, JOHNNIE       | 09/14/2016                 |
| HICKS, JACQUELINE     | 10/05/2016                 |
| JAKUBAS, KATHERINE    | 11/08/2012                 |
| KRONFELD, DAVID       | 10/05/2016                 |
| LEE, STACEY           | 09/14/2016                 |
| LOU, EDDIE            | 11/15/2012                 |
| LYLES, JANIE          | 09/12/2012                 |
| MADISON, JACQUELINE L | 09/24/2015                 |
| MAGANA, VERONICA      | 10/05/2016                 |
| MARTINEZ, JOSE F.     | 04/02/2014                 |
| MENDOZA, GILBERT      | 10/05/2016                 |
| McREYNOLDS, RICHARD   | 09/14/2016                 |
| O'DONNELL, CAILIN     | 10/05/2016                 |
| PETERSON, EUGENE      | 06/22/2016                 |
| PETERSON, WILLIAM     | 09/14/2016                 |
| RUELAS, JORGE         | 09/16/2016                 |
| RUSIN, AMANDA         | 06/22/2016                 |
| SABATINI, DARRYL P    | 05/18/2016                 |
| SETLAK, CECILIA       | 10/05/2016                 |
| SIMS, ANDRE E         | 09/14/2016                 |
| SIMS, JERRY           | 07/24/2013                 |
| STACK, TEDDY          | 03/16/2016                 |
| THOMPSON, GREG        | 11/18/2015                 |
| WALKER, JEANETTE D    | 09/14/2016                 |
| WERSCHING, RENEE      | 06/22/2016                 |
| WHITE, TABITHA        | 09/14/2016                 |
| WILLIAMS, BEVERLY     | 07/20/2016                 |
| YAU, FRANCIS          | 06/22/2016                 |
| YQVAN, LOUIS T        | 11/18/2015                 |

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JOURNAL--CITY COUNCIL--CHICAGO

11/11/2016

*Do Not Pass* -- CONDOMINIUM REFUSE REBATE CLAIMS.

[CL2016-1681]

The Committee on Finance submitted the following report:

CHICAGO, November 1, 2016.

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

Your Committee on Finance, Condominium Refuse Rebate Division, to which were referred on February 10, 2016, and on subsequent dates, sundry condominium refuse rebate claims, 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 vote.

Respectfully submitted,

(Signed) EDWARD M. BURKE,  
*Chairman.*

On motion of Alderman Burke, the committee's recommendation was *Concurred In* by yeas and nays as follows:

Yeas -- Aldermen Moreno, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Beale, Sadlowski Garza, Thompson, Cárdenas, Quinn, Burke, Lopez, Foulkes, D. Moore, Curtis, O'Shea, Cochran, Muñoz, Zalewski, Solis, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Waguespack, Mell, Ramirez-Rosa, Villegas, Sposato, Laurino, O'Connor, Napolitano, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Silverstein -- 44.

Nays -- None.

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

[List of denied claims printed on pages 35372  
and 35373 of this *Journal*.]

REPORT DATE : 10/27/2016  
 REPORT TIME : 14:18:51  
 PROGRAM : RRR272

C I T Y O F C H I C A G O  
 COMMITTEE ON FINANCE  
 REFUSE REBATE COUNCIL ORDERS--DID NOT PASS

MEETING DATE 11/01/2016

| CONDOMINIUM/<br>COOPERATIVE<br>NAME | NO. OF<br>ELGIBLE<br>UNITS | TYPE   | AMOUNT OF<br>REBATE | ***** SPONSOR ***** |    |
|-------------------------------------|----------------------------|--------|---------------------|---------------------|----|
| ADDISON BLDG. CORPORATION           | 28                         | ANNUAL | 2015                | JAMES CAPPLEMAN     | 46 |
| BEACON HILL CONDO. ASSOCIATION      | 8                          | ANNUAL | 2015                | JAMES CAPPLEMAN     | 46 |
| BUENA CONDOMINIUMS                  | 28                         | ANNUAL | 2015                | JAMES CAPPLEMAN     | 46 |
| BUENA POINTE CONDOMINIUM            | 92                         | ANNUAL | 2015                | JAMES CAPPLEMAN     | 46 |
| BYRON-KEDVALE CONDO ASSOC.          | 8                          | ANNUAL | 2015                | JOHN ARENA          | 45 |
| CARMEN MANOR CONDOMINIUM ASSN.      | 15                         | ANNUAL | 2015                | AMEYA PAWAR         | 47 |
| CORNELL TERRACE CONDOMINIUMS        | 6                          | ANNUAL | 2015                | LESLIE HAIRSTON     | 05 |
| CRESTRIDGE CONDO ASSOCIATION        | 8                          | ANNUAL | 2015                | JAMES CAPPLEMAN     | 46 |
| CUYLER PARK CONDOMINIUM ASSOC.      | 17                         | ANNUAL | 2015                | JAMES CAPPLEMAN     | 46 |
| ESTATES ON GUNNISON CONDO.          | 6                          | ANNUAL | 2015                | JAMES CAPPLEMAN     | 46 |
| FARRINGTON CONDOMINIUM ASSOC        | 8                          | ANNUAL | 2015                | JAMES CAPPLEMAN     | 46 |
| GILL PARK COOPERATIVE               | 260                        | ANNUAL | 2015                | JAMES CAPPLEMAN     | 46 |
| GRACE CONDOMINIUM ASSOCIATION       | 20                         | ANNUAL | 2015                | JAMES CAPPLEMAN     | 46 |
| GRACELAND CONDOMINIUM ASSN.         | 6                          | ANNUAL | 2015                | JAMES CAPPLEMAN     | 46 |
| JEFFERSONIAN CONDOMINIUM ASSOC      | 12                         | ANNUAL | 2015                | JOHN ARENA          | 45 |
| KENMORE CORNER CONDO. ASSOC.        | 33                         | ANNUAL | 2015                | JAMES CAPPLEMAN     | 46 |
| KENMORE VINTAGE CONDO. ASSOC.       | 16                         | ANNUAL | 2015                | JAMES CAPPLEMAN     | 46 |
| LAKE SIDE COURT CONDO ASSN.         | 38                         | ANNUAL | 2015                | JAMES CAPPLEMAN     | 46 |
| MALDEN PLACE CONDOMINIUM ASSN.      | 16                         | ANNUAL | 2015                | JAMES CAPPLEMAN     | 46 |
| MALDEN SUITES CONDO. ASSOC.         | 19                         | ANNUAL | 2015                | JAMES CAPPLEMAN     | 46 |
| MEWS ON DORECHESTER CONDO.          | 25                         | ANNUAL | 2015                | LESLIE HAIRSTON     | 05 |
| MIDWAY VIEW APARTMENTS              | 19                         | ANNUAL | 2015                | LESLIE HAIRSTON     | 05 |
| PARK HARBOR CONDO ASSN.             | 101                        | ANNUAL | 2015                | JAMES CAPPLEMAN     | 46 |
| PATTINGTON CONDO ASSOCIATION        | 84                         | ANNUAL | 2015                | JAMES CAPPLEMAN     | 46 |
| PILLARS CONDO. ASS'N.               | 16                         | ANNUAL | 2015                | JAMES CAPPLEMAN     | 46 |
| PINE GROVE APT. BLDG. CORP.         | 19                         | ANNUAL | 2015                | JAMES CAPPLEMAN     | 46 |
| PINE GROVE COURT CONDO. ASSOC.      | 56                         | ANNUAL | 2015                | JAMES CAPPLEMAN     | 46 |
| RACINE COURT CONDO ASSOC.           | 18                         | ANNUAL | 2015                | JAMES CAPPLEMAN     | 46 |
| SHERIDAN COURT CONDO                | 38                         | ANNUAL | 2015                | JAMES CAPPLEMAN     | 46 |
| SHERIDAN GRAND CONDO ASSOC.         | 70                         | ANNUAL | 2015                | JAMES CAPPLEMAN     | 46 |
| SHERIDAN PLACE IN UPTOWN            | 60                         | ANNUAL | 2015                | JAMES CAPPLEMAN     | 46 |
| SUNNY COURT CONDOMINIUMS            | 62                         | ANNUAL | 2015                | JAMES CAPPLEMAN     | 46 |
| SUNNYSIDE COURT CONDO. ASSOC.       | 37                         | ANNUAL | 2015                | JAMES CAPPLEMAN     | 46 |
| TERRACE VIEW CONDO. ASSOC.          | 20                         | ANNUAL | 2015                | JAMES CAPPLEMAN     | 46 |
| THE CORONADO                        | 102                        | ANNUAL | 2015                | JAMES CAPPLEMAN     | 46 |
| THE MARK CONDOMINIUM ASSOC.         | 38                         | ANNUAL | 2015                | JAMES CAPPLEMAN     | 46 |
| THE PARVENU CONDOMINIUM ASSN.       | 72                         | ANNUAL | 2015                | JAMES CAPPLEMAN     | 46 |
| THE STERLING CONDO. ASSOC.          | 72                         | ANNUAL | 2015                | JAMES CAPPLEMAN     | 46 |
| UNIVERSITY COMMONS CONDO ASSN       | 30                         | ANNUAL | 2015                | LESLIE HAIRSTON     | 05 |
| WATERGATE EAST CONDOMINIUM          | 32                         | ANNUAL | 2015                | LESLIE HAIRSTON     | 05 |
| WAVELAND COURTS CONDO ASSOC.        | 50                         | ANNUAL | 2015                | JAMES CAPPLEMAN     | 46 |
| WAVELAND GARDENS CONDO. ASSOC.      | 50                         | ANNUAL | 2015                | JAMES CAPPLEMAN     | 46 |
| WINDSOR CONDOMINIUM ASSOC           | 6                          | ANNUAL | 2015                | JAMES CAPPLEMAN     | 46 |
| WINDSOR PARK CONDO ASSN.            | 30                         | ANNUAL | 2015                | JAMES CAPPLEMAN     | 46 |
| WINONA TERRACE CONDO. ASSOC.        | 17                         | ANNUAL | 2015                | AMEYA PAWAR         | 47 |

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JOURNAL--CITY COUNCIL--CHICAGO

11/1/2016

REPORT DATE : 10/27/2016  
 REPORT TIME : 14:18:51  
 PROGRAM : RRR272

C I T Y O F C H I C A G O  
 COMMITTEE ON FINANCE  
 REFUSE REBATE COUNCIL ORDERS--DID NOT PASS

MEETING DATE 11/01/2016

| CONDOMINIUM/<br>COOPERATIVE<br>NAME | NO. OF<br>ELIGIBLE<br>UNITS | TYPE   | AMOUNT OF<br>REBATE | ***** SPONSOR ***** |    |
|-------------------------------------|-----------------------------|--------|---------------------|---------------------|----|
| 3520 LAKE SHORE DRIVE CONDO.        | 163                         | ANNUAL | 2015                | JAMES CAPPLEMAN     | 46 |
| 3532 PINE GROVE CONDO. ASSN.        | 26                          | ANNUAL | 2015                | JAMES CAPPLEMAN     | 46 |
| 3600 CONDOMINIUM ASSOCIATION        | 640                         | ANNUAL | 2015                | JAMES CAPPLEMAN     | 46 |
| 3730-40 LAKE SHORE DR. CONDO        | 62                          | ANNUAL | 2015                | JAMES CAPPLEMAN     | 46 |
| 3800 N. LAKE SHORE DRIVE            | 95                          | ANNUAL | 2015                | JAMES CAPPLEMAN     | 46 |
| 3900 LAKE SHORE DRIVE CONDO.        | 240                         | ANNUAL | 2015                | JAMES CAPPLEMAN     | 46 |
| 3950 NORTH LAKE SHORE DRIVE         | 658                         | ANNUAL | 2015                | JAMES CAPPLEMAN     | 46 |
| 4200 N. MARINE DRIVE CONDO.         | 65                          | ANNUAL | 2015                | JAMES CAPPLEMAN     | 46 |
| 4343 CLARENDON CONDO ASSOC          | 315                         | ANNUAL | 2015                | JAMES CAPPLEMAN     | 46 |
| 4700 N. KENMORE CONDO ASSN.         | 12                          | ANNUAL | 2015                | JAMES CAPPLEMAN     | 46 |
| 4747 CHASE PARK CONDO ASSOC         | 6                           | ANNUAL | 2015                | JAMES CAPPLEMAN     | 46 |
| 5302-12 CORNELL CONDOMINIUM         | 15                          | ANNUAL | 2015                | LESLIE HAIRSTON     | 05 |
| 5312-14 S. DREXEL CONDO. ASSN.      | 6                           | ANNUAL | 2015                | LESLIE HAIRSTON     | 05 |
| 5464-5566 S HYDE PARK               | 6                           | ANNUAL | 2015                | LESLIE HAIRSTON     | 05 |
| 5510 WOODLAWN CONDO.                | 21                          | ANNUAL | 2015                | LESLIE HAIRSTON     | 05 |
| 5555 BLACKSTONE CONDO. ASSOC.       | 5                           | ANNUAL | 2015                | LESLIE HAIRSTON     | 05 |
| 56TH KIMBARK CONDOMINIUM            | 60                          | ANNUAL | 2015                | LESLIE HAIRSTON     | 05 |
| 651 W. SHERIDAN CONDO. ASSN.        | 24                          | ANNUAL | 2015                | JAMES CAPPLEMAN     | 46 |
| 700-708 BITTERSWEET CONDO.ASSN      | 124                         | ANNUAL | 2015                | JAMES CAPPLEMAN     | 46 |
| 743-755 W.BROMPTON CONDOMINIUM      | 31                          | ANNUAL | 2015                | JAMES CAPPLEMAN     | 46 |
| 839-51 BELLE PLAINE CONDO.ASSN      | 34                          | ANNUAL | 2015                | JAMES CAPPLEMAN     | 46 |

\*\* GRAND TOTAL AMOUNT \*\*

\*\* GRAND TOTAL NUMBER \*\* 66

11/1/2016

REPORTS OF COMMITTEES

35373



*Do Not Pass -- CLAIMS FOR SEWER REBATES.*

[CL2016-1682]

The Committee on Finance submitted the following report:

CHICAGO, November 1, 2016.

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

Your Committee on Finance, Sewer Rebate Division, to which were referred on September 14, 2016, 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 vote.

Respectfully submitted,

(Signed) EDWARD M. BURKE,  
*Chairman.*

On motion of Alderman Burke, the committee's recommendation was *Concurred In* by yeas and nays as follows:

*Yeas --* Aldermen Moreno, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Beale, Sadlowski Garza, Thompson, Cárdenas, Quinn, Burke, Lopez, Foulkes, D. Moore, Curtis, O'Shea, Cochran, Muñoz, Zalewski, Solis, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Waguespack, Mell, Ramirez-Rosa, Villegas, Sposato, Laurino, O'Connor, Napolitano, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Silverstein -- 44.

*Nays --* None.

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

List of denied claims reads as follows:

*Denied Claims.*

Ford, Jessie

Gates, Theaster

**COMMITTEE ON LICENSE AND CONSUMER PROTECTION.**

---

AMENDMENT OF SECTION 4-60-022 OF MUNICIPAL CODE BY DELETING SUBSECTION 27.393 TO ALLOW ISSUANCE OF ADDITIONAL ALCOHOLIC LIQUOR LICENSES ON PORTIONS OF N. HALSTED ST., W. COUCH PL. AND W. WALNUT ST.

[O2016-7447]

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, November 1, 2016.

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

Your Committee on License and Consumer Protection, having under consideration an ordinance introduced by Alderman Walter Burnett, Jr. (which was referred on October 5, 2016), to amend the Municipal Code of Chicago by lifting subsection 4-60-022 (27.393) to allow the issuance of additional alcoholic liquor licenses on portions of North Halsted Street, West Couch Place and West Walnut Street, begs leave to recommend that Your Honorable Body Pass the ordinance which is transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the committee on October 26, 2016.

Respectfully submitted,

(Signed) EMMA MITTS,  
*Chairman.*

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

*Yeas* -- Aldermen Moreno, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Beale, Sadlowski Garza, Thompson, Cárdenas, Quinn, Burke, Lopez, Foulkes, D. Moore, Curtis, O'Shea, Cochran, Muñoz, Zalewski, Solis, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Waguespack, Mell, Ramirez-Rosa, Villegas, Sposato, Laurino, O'Connor, Napolitano, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Silverstein -- 44.

*Nays* -- None.

Alderman Moreno 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.)

~~(27.393) On Halsted Street, from Lake Street to Hubbard Street; and on Couch Place and on Walnut Place, both from Halsted Street to John F. Kennedy Expressway (I-90).~~

(Omitted text is unaffected by this ordinance.)

SECTION 2. This ordinance shall be in full force and effect upon passage and approval.

---

AMENDMENT OF SECTION 4-60-022 OF MUNICIPAL CODE BY ADDING NEW SUBSECTION 30.3 TO DISALLOW ISSUANCE OF ADDITIONAL ALCOHOLIC LIQUOR LICENSES ON PORTION OF W. FULLERTON AVE.

[O2016-7345]

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, November 1, 2016.

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

Your Committee on License and Consumer Protection, having under consideration an ordinance introduced by Alderman Ariel Reboyras (which was referred on October 5, 2016), to amend Section 4-60-022 of the Municipal Code of Chicago to disallow the

issuance of additional alcoholic liquor licenses on portion of West Fullerton Avenue in the 30<sup>th</sup> Ward, begs leave to recommend that Your Honorable Body *Pass* the ordinance which is transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the committee on October 26, 2016.

Respectfully submitted,

(Signed) EMMA MITTS,  
*Chairman.*

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

*Yeas* -- Aldermen Moreno, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Beale, Sadlowski Garza, Thompson, Cárdenas, Quinn, Burke, Lopez, Foulkes, D. Moore, Curtis, O'Shea, Cochran, Muñoz, Zalewski, Solis, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Waguespack, Mell, Ramirez-Rosa, Villegas, Sposato, Laurino, O'Connor, Napolitano, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Silverstein -- 44.

*Nays* -- None.

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

The following is said ordinance as passed:

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

SECTION 1. The City Council finds that the areas described in Section 2 of this ordinance are adversely affected by the over-concentration of businesses licensed to sell alcoholic liquor within and near the areas.

SECTION 2. Section 4-60-022 of the Municipal Code of Chicago is hereby amended by inserting the underscored language as a new subsection 4-60-022 (30.3), as follows:

4-60-22 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.)

(30.3) On Fullerton Avenue, from Linder Avenue to Long Avenue.

(Omitted text is unaffected by this ordinance.)

SECTION 3. This ordinance shall be in full force and effect from and after its passage and publication.

---

AMENDMENT OF SECTION 4-60-023 OF MUNICIPAL CODE BY DELETING SUBSECTION 5.33 TO ALLOW ISSUANCE OF ADDITIONAL PACKAGE GOODS LICENSES ON PORTIONS OF E. 47<sup>TH</sup> DR., E. 47<sup>TH</sup> ST, S. CORNELL DR. AND E. 55<sup>TH</sup> ST.

[O2016-7593]

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, November 1, 2016.

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

Your Committee on License and Consumer Protection, having under consideration an ordinance introduced by Aldermen King and Hairston (which was referred on October 5, 2016), to amend the Municipal Code of Chicago by lifting subsection 4-60-023 (5.33) to allow the issuance of additional package goods licenses on portion of East 55<sup>th</sup> Street, begs leave to recommend that Your Honorable Body *Pass* the ordinance which is transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the committee on October 26, 2016.

Respectfully submitted,

(Signed) EMMA MITTS,  
*Chairman.*

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

*Yeas* -- Aldermen Moreno, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Beale, Sadlowski Garza, Thompson, Cárdenas, Quinn, Burke, Lopez, Foulkes, D. Moore, Curtis, O'Shea, Cochran, Muñoz, Zalewski, Solis, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Waguespack, Mell, Ramirez-Rosa, Villegas, Sposato, Laurino, O'Connor, Napolitano, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Silverstein -- 44.

*Nays* -- None.

Alderman Moreno 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.)

(5.33) ~~On 47<sup>th</sup> Drive, from Cornell Drive to Lake Park Avenue; thence on 47<sup>th</sup> Street, from Lake Park Avenue to Woodlawn Avenue; on Cornell Drive north of 47<sup>th</sup> Drive; and on the north side only of 55<sup>th</sup> Street, from Lake Park Avenue to Harper Avenue.~~

(Omitted text is unaffected by this ordinance.)

SECTION 2. This ordinance shall be in force and effect upon passage and publication.

AMENDMENT OF SECTION 4-60-023 OF MUNICIPAL CODE BY REPLACING  
SUBSECTION 8.11 TO DISALLOW ISSUANCE OF ADDITIONAL PACKAGE  
GOODS LICENSES ON PORTION OF E. 79<sup>TH</sup> ST.

[O2016-7679]

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, November 1, 2016.

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

Your Committee on License and Consumer Protection, having under consideration an ordinance introduced by Alderman Michelle Harris (which was referred on October 5, 2016), to amend Section 4-60-023 of the Municipal Code of Chicago to disallow the issuance of additional package goods licenses on portion of East 79<sup>th</sup> Street, begs leave to recommend that Your Honorable Body *Pass* the ordinance which is transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the committee on October 26, 2016.

Respectfully submitted,

(Signed) EMMA MITTS,  
*Chairman.*

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

*Yeas* -- Aldermen Moreno, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Beale, Sadlowski Garza, Thompson, Cárdenas, Quinn, Burke, Lopez, Foulkes, D. Moore, Curtis, O'Shea, Cochran, Muñoz, Zalewski, Solis, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Waguespack, Mell, Ramirez-Rosa, Villegas, Sposato, Laurino, O'Connor, Napolitano, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Silverstein -- 44.

*Nays* -- None.

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

The following is said ordinance as passed:

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

SECTION 1. The City Council finds that the areas described in Section 2 of this ordinance are adversely affected by the over-concentration of businesses licensed to sell alcoholic liquor within and near the areas.

SECTION 2. Section 4-60-023 of the Municipal Code of Chicago is hereby amended by replacing subsection 4-60-023 (8.11), which was previously deleted as shown in the *Journal of the Proceedings of the City Council of the City of Chicago* of October 28, 2015 at page 12716, with the following underscored text:

4-60-23 (8.11) On the south side of 79<sup>th</sup> Street, from Ellis Avenue to Cottage Grove Avenue.

SECTION 3. This ordinance shall be in full force and effect from and after its passage and publication.

---

AMENDMENT OF SECTION 4-60-023 OF MUNICIPAL CODE BY ADDING NEW SUBSECTIONS 19.34 THROUGH 19.40 TO DISALLOW ISSUANCE OF ADDITIONAL PACKAGE GOODS LICENSES ON PORTIONS OF S. KEDZIE AVE., W. 103<sup>RD</sup> ST. AND S. PULASKI RD.

[O2016-7529]

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, November 1, 2016.

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

Your Committee on License and Consumer Protection, having under consideration an ordinance introduced by Alderman Matthew O'Shea (which was referred on October 5, 2016), to amend Section 4-60-023 of the Municipal Code of Chicago to disallow the issuance of additional package goods licenses on portions of South Kedzie Avenue, West 103<sup>rd</sup> Street and South Pulaski Road in the 19<sup>th</sup> Ward, begs leave to recommend that Your Honorable Body *Pass* the ordinance which is transmitted herewith.



This recommendation was concurred in by a viva voce vote of the members of the committee on October 26, 2016.

Respectfully submitted,

(Signed) EMMA MITTS;  
*Chairman.*

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

*Yeas* -- Aldermen Moreno, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Beale, Sadlowski Garza, Thompson, Cárdenas, Quinn, Burke, Lopez, Foulkes, D. Moore, Curtis, O'Shea, Cochran, Muñoz, Zalewski, Solis, Maldonado, Burnett, Ervin, Taliaferro, Reboyas, Waguespack, Mell, Ramirez-Rosa, Villegas, Sposato, Laurino, O'Connor, Napolitano, Reilly, Smith, Tunney, Arena, Cappelman, Pawar, Osterman, Silverstein – 44.

*Nays* – None.

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

The following is said ordinance as passed:

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

SECTION 1. The City Council finds that the areas described in Section 2 of this ordinance are adversely affected by the over-concentration of businesses licensed to sell alcoholic liquor within and near the areas.

SECTION 2. Section 4-60-023 of the Municipal Code of Chicago is hereby amended by inserting the underscored language, as follows:

4-60-23 Restrictions On Additional Package Goods Licenses.

Subject to the provisions of subsection 4-60-021(c), no additional package goods license shall be issued for any premises located within the following areas:

(Omitted text is unaffected by this ordinance.)

(19.34) On Kedzie Avenue, from 103<sup>rd</sup> Street to 105<sup>th</sup> Street.

(19.35) On Kedzie Avenue, from 105<sup>th</sup> Street to 107<sup>th</sup> Street.

(19.36) On Kedzie Avenue, from 107<sup>th</sup> Street to 109<sup>th</sup> Street.

(19.37) On Kedzie Avenue, from 109<sup>th</sup> Street to 111<sup>th</sup> Street.

(19.38) On Kedzie Avenue, from 111<sup>th</sup> Street to 115<sup>th</sup> Street.

(19.39) On the south side of 103<sup>rd</sup> Street, from Kedzie Avenue to Pulaski Road.

(19.40) On the east side of Pulaski Road, from 103<sup>rd</sup> Street to 107<sup>th</sup> Street.

SECTION 3. This ordinance shall be in full force and effect from and after its passage and publication.

---

AMENDMENT OF SECTION 4-60-023 OF MUNICIPAL CODE BY DELETING SUBSECTION 27.44 TO ALLOW ISSUANCE OF ADDITIONAL PACKAGE GOODS LICENSES ON PORTIONS OF VARIOUS PUBLIC WAYS WITHIN 27<sup>TH</sup> WARD.

[O2016-6418]

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, November 1, 2016.

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

Your Committee on License and Consumer Protection, having under consideration an ordinance introduced by Alderman Walter Burnett, Jr. (which was referred on September 14, 2016), to amend the Municipal Code of Chicago by lifting subsection 4-60-023 (27.44) to allow the issuance of additional package goods licenses on portions of various public ways, begs leave to recommend that Your Honorable Body *Pass* the ordinance which is transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the committee on October 26, 2016.

Respectfully submitted,

(Signed) EMMA MITTS,  
*Chairman.*

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

*Yeas* -- Aldermen Moreno, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Beale, Sadlowski Garza, Thompson, Cárdenas, Quinn, Burke, Lopez, Foulkes, D. Moore, Curtis, O'Shea, Cochran, Muñoz, Zalewski, Solis, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Waguespack, Mell, Ramirez-Rosa, Villegas, Sposato, Laurino, O'Connor, Napolitano, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Silverstein -- 44.

*Nays* -- None.

Alderman Moreno 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.)

(27.44) ~~On Cleveland Avenue, on Mohawk Street and on Cambridge Avenue, all between Chicago Avenue and Oak Street; and on Pearson Street, on Chestnut Street, on Iowa Street, on Locust Street, on Delaware Street and on Walton Street, all between Hudson Avenue and Larrabee Street.~~

(Omitted text is unaffected by this ordinance.)

SECTION 2. This ordinance shall be in force and effect upon its passage and publication.

---

AMENDMENT OF SECTION 4-60-023 OF MUNICIPAL CODE BY DELETING SUBSECTION 36.35 TO ALLOW ISSUANCE OF ADDITIONAL PACKAGE GOODS LICENSES ON PORTION OF N. CENTRAL AVE.

[O2016-6420]

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, November 1, 2016.

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

Your Committee on License and Consumer Protection, having under consideration an ordinance introduced by Alderman Gilbert Villegas (which was referred on September 14, 2016), to amend the Municipal Code of Chicago by lifting subsection 4-60-023 (36.35) to allow the issuance of additional package goods licenses on portion of North Central Avenue, begs leave to recommend that Your Honorable Body *Pass* the ordinance which is transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the committee on October 26, 2016.

Respectfully submitted,

(Signed) EMMA MITTS,  
*Chairman.*

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

*Yeas* -- Aldermen Moreno, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Beale, Sadlowski Garza, Thompson, Cárdenas, Quinn, Burke, Lopez, Foulkes, D. Moore, Curtis, O'Shea, Cochran, Muñoz, Zalewski, Solis, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Waguespack, Mell, Ramirez-Rosa, Villegas, Sposato, Laurino, O'Connor, Napolitano, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Silverstein -- 44.

*Nays* -- None.

Alderman Moreno 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.)

(36.35) ~~On Central Avenue, from Roscoe Street to Addison Street.~~

(Omitted text is unaffected by this ordinance.)

SECTION 2. This ordinance shall be in force and effect upon passage and publication.

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AMENDMENT OF CHAPTERS 4-244 AND 10-8 OF MUNICIPAL CODE TO  
FURTHER REGULATE PEDDLING RESTRICTIONS IN PUBLIC PLACES.

[O2016-7366]

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, November 1, 2016.

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

Your Committee on License and Consumer Protection, having under consideration an ordinance introduced by Mayor Rahm Emanuel request of the Corporation Counsel (which was referred on October 5, 2016), to amend Chapters 4-244 and 10-8 of the Municipal Code of Chicago regarding peddling restrictions, begs leave to recommend that Your Honorable Body *Pass* the ordinance which is transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the committee on October 26, 2016.

Respectfully submitted,

(Signed) EMMA MITTS,  
*Chairman.*

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

Yeas -- Aldermen Moreno, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Beale, Sadlowski Garza, Thompson, Cárdenas, Quinn, Burke, Lopez, Foulkes, D. Moore, Curtis, O'Shea, Cochran, Muñoz, Zalewski, Solis, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Waguespack, Mell, Ramirez-Rosa, Villegas, Sposato, Laurino, O'Connor, Napolitano, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Silverstein -- 44.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Chapter 4-244 of the Municipal Code of Chicago is hereby amended by deleting the language struck through and by inserting the language underscored, as follows:

4-244-010 Definitions.

~~As used in this chapter~~ For purposes of this chapter, the following definitions shall apply:

(Omitted text is not affected by this ordinance.)

"Public area place" means any public way sidewalk, parkway, playground plaza or any other public way located within the corporate limits of the City exterior location held, maintained or controlled by the City for the use of the general public. The term "public area place" does not include transit platforms and stations operated by the Chicago Transit Authority or the Metropolitan Transportation Authority.

"Public way" means any sidewalk, street, alley, highway or other thoroughfare held, maintained or controlled by the City for the use of the general public.

"Special event" means any special event conducted by the City of Chicago, including, but not limited to, events conducted with the permission of the Chicago Park District in parks or other facilities operated by the Chicago Park District.

4-244-030 License -- Required.

(a)(1) It shall be unlawful for any person to engage in the business of a peddler without first having obtained a street peddler a-license under this chapter. Provided,

however, a street peddler license is not required for selling, offering or exposing for sale, or soliciting any person to purchase, only newspapers, periodicals, pamphlets, or other similar written materials on the public way.

(2) No person shall sell, offer or expose for sale, or solicit any person to purchase any newspaper, periodical, pamphlet, or other similar written materials from any vehicular traffic lane on any public way in the city.

(b) Any person violating this section shall be fined not less than \$50.00 nor more than \$200.00 for each offense. Each day such violation continues shall constitute a separate and distinct offense.

#### 4-244-090 Vehicle Emblems.

Every peddler whose license entitles him to use a wagon, motor vehicle, handcart, pushcart or other vehicle shall obtain from the ~~city-clerk~~ City Clerk, at the time such peddler's license is issued under this chapter, a metal plate or other suitable emblem for each such vehicle to be used by such peddler to conduct his or her business. Such plate or emblem shall be of a different color and design for every license period and shall have stamped thereon a number corresponding to the number of such peddler's license.

#### 4-244-140 Prohibited Districts.

(a) No one having a peddler's license shall peddle any merchandise or any other article or thing whatsoever, at any time, within districts which have been or shall be hereafter designated by the ~~city-council~~ City Council. A description of such districts shall be kept in the office of the ~~city-clerk~~ City Clerk.

(b) Peddling is prohibited as described in the following indicated areas: On game days and event days, No no person, including peddlers exempt from the license required by Section 4-244-030, shall peddle any merchandise on the sidewalk immediately adjacent to public way surrounding Wrigley Field; such sidewalk consisting of on the north side of Addison Street, the east side of Clark Street, the south side of Waveland Avenue, and the west side of Sheffield Avenue. For purposes of this subsection (b), the term "game days" shall have the meaning ascribed to the term in Section 4-388-010; the term "event days" shall mean: (i) any date on which an activity or amusement is scheduled to be conducted at Wrigley Field Sports Plaza established by Section 4-160-100, or (ii) any date on which an activity or amusement expected to have more than 12,500 people in attendance is scheduled to be conducted at Wrigley Field the term "sidewalk" shall mean that portion of the public way extending from the perimeter of the Wrigley Field stadium structure to the street curb or curb line.

(Omitted text is not affected by this ordinance.)

(8) Retail sales of any article shall be prohibited along the right-of-way of the City of Chicago or on any vacant lot within the 50<sup>th</sup> Ward boundaries which are:

(Omitted text is not affected by this ordinance.)

4-244-141 Speech Peddling -- Additional Area Allowed.

(Omitted text is not affected by this ordinance.)

(b) Speech Peddling Locations. There shall be at least ten locations within the Central District, where peddling is otherwise prohibited under Section 4-244-140 above, including at least four locations within Grant Park, where speech peddling by up to five peddlers per location shall be allowed by permit; provided that no site in Millennium Park, or any site on any sidewalk that abuts Millennium Park, as that term is defined in Section 10-36-140, shall be selected as a location in the Central District. Such locations shall be selected by the department of business affairs and consumer protection with the advice of the department of planning and development, the department of transportation, and the police department, regarding pedestrian and vehicular traffic flow, use, density and public safety; provided that, for locations in Grant Park near special events sponsored by the city City, the department of cultural affairs and special events shall select the sites during the relevant time periods and the number of Grant Park sites may change. In addition, because of anticipated high demand for speech peddling during special events, permits shall be issued for four-hour time slots and may be issued for more than five persons at a time per location. No person shall be allowed to engage in speech peddling within the Central District without a speech peddling permit, and doing so without such a permit shall be a violation of this section.

(Omitted text is not affected by this ordinance.)

(f) Regulations. The department of business affairs and consumer protection has the authority to, and shall, promulgate regulations governing speech peddling permits and activities under this section. The department of cultural affairs and special events has the authority to, and shall, promulgate regulations governing the locations, time, and



manner of speech peddling during all ~~city~~City-sponsored special events, including during their set-up and cleanup.

(Omitted text is not affected by this ordinance.)

#### 4-244-163 Permit -- Display.

A performer shall carry and display a permit on his or person at all times while performing in a public ~~area~~ place, and shall wear the permit in a manner that is clearly visible to the public.

#### 4-244-164 Duties -- Prohibited Acts -- Other Requirements.

(a) A performance may take place in any public ~~area~~ place, but only between the hours of 10:00 A.M. and 8:00 P.M. on Sundays through Thursdays and 10:00 A.M. and 10:00 P.M. on Fridays and Saturdays.

(b) A performer may not block the passage of the public through a public ~~area~~ place. If a sufficient crowd gathers to see or hear a performer such that the passage of the public through a public ~~area~~ place is blocked, a police officer may disperse that portion of the crowd that is blocking the passage of the public, or may order the performer to cease performing at that location until the conditions causing the congestion have abated.

(Omitted text is not affected by this ordinance.)

SECTION 2. Section 10-8-520 of the Municipal Code of Chicago is hereby amended by deleting the language struck through, as follows:

#### 10-8-520 Street Vendors.

Except as otherwise provided in this Code, no person shall sell, offer or expose for sale, or solicit any person to purchase any article or service whatsoever, ~~except newspapers, on any public way.~~

~~No person shall sell, offer or expose for sale, or solicit any person to purchase any newspaper from any vehicular traffic lane on any public way in the city.~~

SECTION 3. This ordinance shall take effect upon its passage and approval.

**COMMITTEE ON PEDESTRIAN AND TRAFFIC SAFETY.****ESTABLISHMENT AND AMENDMENT OF LOADING/STANDING ZONES.**

[SO2016-7937]

The Committee on Pedestrian and Traffic Safety submitted the following report:

CHICAGO, November 1, 2016.

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

Your Committee on Pedestrian and Traffic Safety, to which were referred ordinances and/or orders 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 Moreno, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Beale, Sadlowski Garza, Thompson, Cárdenas, Quinn, Burke, Lopez, Foulkes, D. Moore, Curtis, O'Shea, Cochran, Muñoz, Zalewski, Solis, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Waguespack, Mell, Ramirez-Rosa, Villegas, Sposato, Laurino, O'Connor, Napolitano, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Silverstein -- 44.

*Nays* -- None.

Alderman Reilly 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:

*Establishment Of Loading/Standing Zones:*

| Ward | Location                                                                                                                                                                                                                                                                                                                                                                                                         |
|------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 24   | 1901 South California Avenue: West 19 <sup>th</sup> Street (north side) from a point 40 feet east of South California Avenue, to a point 88 feet east thereof, and also on West 19 <sup>th</sup> Street (south side) from a point 23 feet east of South California Avenue to a point 88 feet east thereof -- 15 minute standing zone -- use flashing lights -- 7:00 A.M. to 7:00 P.M. -- all days (16-03312689); |
| 27   | 111 North Carpenter Street: 111 North Carpenter Street (east side) from a point 95 feet north of West Washington Street to a point 20 feet north thereof -- no parking loading zone -- 11:00 A.M. to 12:00 A.M. (16-05633736);                                                                                                                                                                                   |
| 44   | 3718 North Southport Avenue: repeal ordinance passed June 6, 2001 ( <i>Journal of the Proceedings of the City Council of the City of Chicago</i> , page 60199), which reads: "3718 North Southport Avenue (west side) from a point 185 feet north of West Waveland Avenue to a point 29 feet thereof -- 15 minute standing zone -- use flashing lights".                                                         |

*Amendment Of Loading/Standing Zones:*

| Ward | Location                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1    | 1924 West Division Street: amend ordinance which reads: "West Division Street -- no parking loading zone -- 6:00 A.M. to 12:00 A.M. -- all days", by adding: "public benefit" (16-055309500);                                                                                                                                                                                                                                                                                                             |
| 44   | 3443 North Southport Avenue: repeal ordinance passed September 11, 1996 ( <i>Journal of the Proceedings of the City Council of the City of Chicago</i> , page 28288), which reads: "North Southport Avenue (east side) from a point 85 feet north of West Newport Avenue to a point 45 feet north thereof -- no parking loading zone -- use flashing lights -- 6:00 A.M. to 12:00 A.M. -- Monday through Friday -- 10:00 A.M. to 12:00 A.M. -- Saturday and Sunday", by striking the above (16-07002209). |

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

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AMENDMENT OF VEHICULAR TRAFFIC MOVEMENT.

[SO2016-7940]

The Committee on Pedestrian and Traffic Safety submitted the following report:

CHICAGO, November 1, 2016.

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

Your Committee on Pedestrian and Traffic Safety, to which was referred a proposed ordinance to amend single direction of vehicular traffic movement on portion of East 86<sup>th</sup> Place, 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 Moreno, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Beale, Sadlowski Garza, Thompson, Cárdenas, Quinn, Burke, Lopez, Foulkes, D. Moore, Curtis, O'Shea, Cochran, Muñoz, Zalewski, Solis, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Waguespack, Mell, Ramirez-Rosa, Villegas, Sposato, Laurino, O'Connor, Napolitano, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Silverstein -- 44.

*Nays* -- None.

Alderman Reilly 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 010 of the Municipal Code of Chicago, the operator of a vehicle shall operate such vehicle only in the direction specified below on the public ways between the limits indicated:

| Ward | Location |
|------|----------|
|------|----------|

|   |                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|---|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 8 | East 86 <sup>th</sup> Place: amend ordinance passed October 2, 1980 ( <i>Journal of the Proceedings of the City Council of the City of Chicago</i> , page 4135), which reads: "East 86 <sup>th</sup> Place, from South Stony Island Avenue to South Blackstone Avenue -- single direction -- easterly, by striking: "South Stony Island Avenue" and inserting in lieu thereof: "first alley west of South Stony Island Avenue" (14-00723232). |
|---|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

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#### ESTABLISHMENT AND AMENDMENT OF PARKING METERS.

[SO2016-7939]

The Committee on Pedestrian and Traffic Safety submitted the following report:

CHICAGO, November 1, 2016.

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

Your Committee on Pedestrian and Traffic Safety, to which was referred a proposed ordinance to establish and/or amend parking meters on portions of North Dearborn Parkway, 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 Moreno, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Beale, Sadlowski Garza, Thompson, Cárdenas, Quinn, Burke, Lopez, Foulkes, D. Moore, Curtis, O'Shea, Cochran, Muñoz, Zalewski, Solis, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Waguespack, Mell, Ramirez-Rosa, Villegas, Sposato, Laurino, O'Connor, Napolitano, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Silverstein -- 44.

Nays -- None.

Alderman Reilly 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 200 of the Municipal Code of Chicago, the Commissioner of Transportation is hereby authorized and directed to establish and/or amend parking meter areas, as follows:

*Establishment And Amendment Of Parking Meters:*

| Ward | Location |
|------|----------|
|------|----------|

- |   |                                                                                                                                                                                                                                                                                                                                |
|---|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 2 | North Dearborn Parkway: repeal ordinance which reads: "North Dearborn Parkway (west side) from approximately 1220 -- 1240 North Dearborn Parkway (6 spaces) Meter Numbers 250 -- 403", by striking the above, and also, install parking meters at North Dearborn Parkway (east side) from 1155 -- 1179 North Dearborn Parkway. |
|---|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

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ESTABLISHMENT AND AMENDMENT OF PARKING RESTRICTIONS.  
(Except For Disabled)

[SO2016-7936]

The Committee on Pedestrian and Traffic Safety submitted the following report:

CHICAGO, November 1, 2016.

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

Your Committee on Pedestrian and Traffic Safety, to which were referred proposed ordinances to establish and/or amend parking prohibited restrictions at all times, disabled permits, on portions of sundry streets, begs leave to recommend that Your Honorable Body do *Pass* the proposed substitute ordinance submitted herewith.

This recommendation was concurred in by all members of the committee present, with no dissenting votes.

Respectfully submitted,

(Signed) 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 Moreno, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Beale, Sadlowski Garza, Thompson, Cárdenas, Quinn, Burke, Lopez, Foulkes, D. Moore, Curtis, O'Shea, Cochran, Muñoz, Zalewski, Solis, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Waguespack, Mell, Ramirez-Rosa, Villegas, Sposato, Laurino, O'Connor, Napolitano, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Silverstein -- 44.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Pursuant to Title 9, Chapter 64, Section 050 of the Municipal Code of Chicago, the operator of a vehicle shall not park such vehicle at any time upon the following public way, as indicated:

*Establishment Of Disabled Permit Parking:*

| Ward | Location And Permit Number |
|------|----------------------------|
|------|----------------------------|

|   |                                                                      |
|---|----------------------------------------------------------------------|
| 1 | 1652 North Rockwell Street -- Disabled Parking Permit Number 102668; |
|---|----------------------------------------------------------------------|

| Ward | Location And Permit Number                                                              |
|------|-----------------------------------------------------------------------------------------|
| 1    | 903 North Hermitage Avenue -- Disabled Parking Permit Number 99240;                     |
| 2    | 1919 West Wabansia Avenue -- Disabled Parking Permit Number 96952;                      |
| 3    | 31 West 40 <sup>th</sup> Place -- Disabled Parking Permit Number 106579;                |
| 3    | 4931 South Prairie Avenue -- Disabled Parking Permit Number 102202;                     |
| 4    | 649 East Bowen Avenue -- Disabled Parking Permit Number 97278;                          |
| 4    | 4422½ South Drexel Boulevard -- Disabled Parking Permit Number 97266;                   |
| 4    | 1368 East 52 <sup>nd</sup> Street -- Disabled Parking Permit Number 97230;              |
| 5    | 5476 South Harper Avenue -- Disabled Parking Permit Number 100985;                      |
| 6    | 7041 South Calumet Avenue -- Disabled Parking Permit Number 83316;                      |
| 6    | 7909 South Langley Avenue -- Disabled Parking Permit Number 100668;                     |
| 7    | 9035 South Yates Avenue -- Disabled Parking Permit Number 102128;                       |
| 7    | 7130 South Cornell Avenue -- Disabled Parking Permit Number 102240;                     |
| 7    | 8015 South Coles Avenue -- Disabled Parking Permit Number 102143;                       |
| 7    | 9153 South Paxton Avenue -- Disabled Parking Permit Number 104098;                      |
| 8    | 8516 South Blackstone Avenue -- Disabled Parking Permit Number 105830;                  |
| 8    | 8249 South Harper Avenue -- Disabled Parking Permit Number 105832;                      |
| 8    | 1636 East 84 <sup>th</sup> Street -- Disabled Parking Permit Number 102321;             |
| 8    | 1043 East 90 <sup>th</sup> Street -- Disabled Parking Permit Number 105834;             |
| 9    | 10440 South Vernon Avenue -- Disabled Parking Permit Number 105970;                     |
| 9    | 11127 South Dr. Martin Luther King, Jr. Drive -- Disabled Parking Permit Number 105973; |
| 9    | 10222 South St. Lawrence Avenue -- Disabled Parking Permit Number 105972;               |
| 10   | 13424 South Avenue L -- Disabled Parking Permit Number 102549;                          |



| Ward | Location And Permit Number                                                  |
|------|-----------------------------------------------------------------------------|
| 10   | 9127 South Buffalo Avenue -- Disabled Parking Permit Number 104141;         |
| 10   | 8914 South Escanaba Avenue -- Disabled Parking Permit Number 106400;        |
| 10   | 10740 South Avenue N -- Disabled Parking Permit Number 104144;              |
| 10   | 9633 South Avenue J -- Disabled Parking Permit Number 103767;               |
| 10   | 8932 South Escanaba Avenue -- Disabled Parking Permit Number 91581;         |
| 10   | 13450 South Baltimore Avenue -- Disabled Parking Permit Number 74716;       |
| 10   | 11033 South Avenue L -- Disabled Parking Permit Number 100842;              |
| 10   | 9631 South Avenue L -- Disabled Parking Permit Number 106399;               |
| 11   | 3211 South Wells Street -- Disabled Parking Permit Number 101740;           |
| 11   | 3151 South Racine Avenue -- Disabled Parking Permit Number 101675;          |
| 11   | 818 West 33 <sup>rd</sup> Place -- Disabled Parking Permit Number 101687;   |
| 11   | 513 West 42 <sup>nd</sup> Place -- Disabled Parking Permit Number 105485;   |
| 12   | 2404 South Spaulding Avenue -- Disabled Parking Permit Number 94271;        |
| 12   | 3415 South Claremont Avenue -- Disabled Parking Permit Number 102629;       |
| 12   | 1633 West 38 <sup>th</sup> Street -- Disabled Parking Permit Number 102628; |
| 12   | 3410 West 38 <sup>th</sup> Place -- Disabled Parking Permit Number 102432;  |
| 12   | 3737 South Wolcott Avenue -- Disabled Parking Permit Number 103098;         |
| 13   | 6445 South Keating Avenue -- Disabled Parking Permit Number 106955;         |
| 13   | 6814 South Kenneth Avenue -- Disabled Parking Permit Number 106027;         |
| 13   | 6751 South Kilbourn Avenue -- Disabled Parking Permit Number 106016;        |
| 13   | 5825 South Mobile Avenue -- Disabled Parking Permit Number 106953;          |
| 13   | 5644 South Narragansett Avenue -- Disabled Parking Permit Number 106952;    |

| Ward | Location And Permit Number                                                  |
|------|-----------------------------------------------------------------------------|
| 15   | 4842 South Hermitage Avenue -- Disabled Parking Permit Number 105703;       |
| 15   | 6343 South Honore Street -- Disabled Parking Permit Number 104196;          |
| 15   | 4534 South Hermitage Avenue -- Disabled Parking Permit Number 104221;       |
| 16   | 5430 South Honore Street -- Disabled Parking Permit Number 105421;          |
| 18   | 7115 South Maplewood Avenue -- Disabled Parking Permit Number 104055;       |
| 18   | 7931 South Mozart Street -- Disabled Parking Permit Number 104193;          |
| 18   | 8147 South Whipple Street -- Disabled Parking Permit Number 104188;         |
| 20   | 5759 South Princeton Avenue -- Disabled Parking Permit Number 102589;       |
| 20   | 5636 South Emerald Avenue -- Disabled Parking Permit Number 97545;          |
| 20   | 5907 South Emerald Avenue -- Disabled Parking Permit Number 102567;         |
| 20   | 5421 South Laflin Street -- Disabled Parking Permit Number 97901;           |
| 21   | 8346 South Hermitage Avenue -- Disabled Parking Permit Number 104073;       |
| 21   | 9024 South Morgan Street -- Disabled Parking Permit Number 102024;          |
| 21   | 8153 South Paulina Street -- Disabled Parking Permit Number 102038;         |
| 21   | 9716 South Princeton Avenue -- Disabled Parking Permit Number 99454;        |
| 21   | 8346 South Peoria Street -- Disabled Parking Permit Number 106229;          |
| 21   | 8320 South Peoria Street -- Disabled Parking Permit Number 93158;           |
| 21   | 1436 West 80 <sup>th</sup> Street -- Disabled Parking Permit Number 104075; |
| 21   | 8314 South LaSalle Street -- Disabled Parking Permit Number 99599;          |
| 21   | 8247 South Laflin Street -- Disabled Parking Permit Number 98640;           |
| 21   | 8736 South Emerald Avenue -- Disabled Parking Permit Number 103227;         |
| 21   | 9448 South Harvard Avenue -- Disabled Parking Permit Number 104074;         |

| Ward | Location And Permit Number                                                  |
|------|-----------------------------------------------------------------------------|
| 21   | 238 West 90 <sup>th</sup> Place -- Disabled Parking Permit Number 106062;   |
| 22   | 3115 South Komensky Avenue -- Disabled Parking Permit Number 95961;         |
| 23   | 5315 South Hamlin Avenue -- Disabled Parking Permit Number 106512;          |
| 23   | 5316 South Harding Avenue -- Disabled Parking Permit Number 103064;         |
| 23   | 5250 South Kenneth Avenue -- Disabled Parking Permit Number 106511;         |
| 23   | 5423 South Kenneth Avenue -- Disabled Parking Permit Number 107369;         |
| 23   | 5515 South Massasoit Avenue -- Disabled Parking Permit Number 107891;       |
| 23   | 6053 South Spaulding Avenue -- Disabled Parking Permit Number 105724;       |
| 23   | 3304 West 59 <sup>th</sup> Place -- Disabled Parking Permit Number 106009;  |
| 23   | 6318 West 64 <sup>th</sup> Street -- Disabled Parking Permit Number 106962; |
| 23   | 6948 West 64 <sup>th</sup> Place -- Disabled Parking Permit Number 103065;  |
| 23   | 3730 West 65 <sup>th</sup> Place -- Disabled Parking Permit Number 103063;  |
| 24   | 4038 West Cermak Road -- Disabled Parking Permit Number 105490;             |
| 24   | 4354 West Cullerton Street -- Disabled Parking Permit Number 98702;         |
| 24   | 2623 West 21 <sup>st</sup> Place -- Disabled Parking Permit Number 100814;  |
| 24   | 1849 South Karlov Avenue -- Disabled Parking Permit Number 105743;          |
| 24   | 2640 West 21 <sup>st</sup> Street -- Disabled Parking Permit Number 100912; |
| 24   | 2647 West 21 <sup>st</sup> Street -- Disabled Parking Permit Number 106891; |
| 25   | 2336 West 22 <sup>nd</sup> Place -- Disabled Parking Permit Number 100235;  |
| 25   | 2258 West Coulter Street -- Disabled Parking Permit Number 100237;          |
| 25   | 1518 West 19 <sup>th</sup> Street -- Disabled Parking Permit Number 100091; |
| 25   | 2218 South Bell Avenue -- Disabled Parking Permit Number 100234;            |

| Ward | Location And Permit Number                                                  |
|------|-----------------------------------------------------------------------------|
| 25   | 2132 West 19 <sup>th</sup> Street -- Disabled Parking Permit Number 100090; |
| 25   | 1614 South Morgan Street -- Disabled Parking Permit Number 100092;          |
| 27   | 1133 North Avers Avenue -- Disabled Parking Permit Number 105344;           |
| 27   | 3524 West Franklin Boulevard -- Disabled Parking Permit Number 105332;      |
| 27   | 1134 North Hamlin Avenue -- Disabled Parking Permit Number 105331;          |
| 27   | 1135 North Hamlin Avenue -- Disabled Parking Permit Number 98245;           |
| 27   | 734 North Sawyer Avenue -- Disabled Parking Permit Number 98264;            |
| 27   | 2104 West Washington Street -- Disabled Parking Permit Number 98267;        |
| 28   | 3027 West Arthington Street -- Disabled Parking Permit Number 97631;        |
| 28   | 338 South Kilbourn Avenue -- Disabled Parking Permit Number 103129;         |
| 28   | 3917 West Monroe Street -- Disabled Parking Permit Number 100911;           |
| 28   | 3935 West Monroe Street -- Disabled Parking Permit Number 103118;           |
| 28   | 4726 West Van Buren Street -- Disabled Parking Permit Number 103123;        |
| 28   | 3034 West Polk Street -- Disabled Parking Permit Number 103127;             |
| 29   | 132 North Mason Avenue -- Disabled Parking Permit Number 101343;            |
| 29   | 5522 West Adams Street -- Disabled Parking Permit Number 101367;            |
| 29   | 5329 West Quincy Street -- Disabled Parking Permit Number 101362;           |
| 29   | 5410 West Monroe Street -- Disabled Parking Permit Number 96463;            |
| 29   | 1720 North Parkside Avenue -- Disabled Parking Permit Number 101373;        |
| 29   | 1129 North Massasoit Avenue -- Disabled Parking Permit Number 73967;        |
| 29   | 2730 North Mont Clare Avenue -- Disabled Parking Permit Number 103480;      |
| 29   | 1120 South Menard Avenue -- Disabled Parking Permit Number 102276;          |

| Ward | Location And Permit Number                                                                                           |
|------|----------------------------------------------------------------------------------------------------------------------|
| 29   | 1636 North McVicker Avenue -- Disabled Parking Permit Number 101378;                                                 |
| 29   | 5226 West Adams Street -- Disabled Parking Permit Number 101376;                                                     |
| 30   | 3665 West Oakdale Avenue -- Disabled Parking Permit Number 105592;                                                   |
| 30   | 4704 West Patterson Avenue -- Disabled Parking Permit Number 105589;                                                 |
| 31   | 4323 West Drummond Place -- Disabled Parking Permit Number 106374;                                                   |
| 31   | 5058 West Drummond Place (sign to be posted at 2635 North Leclaire Avenue) -- Disabled Parking Permit Number 103465; |
| 31   | 4452 West George Street -- Disabled Parking Permit Number 106382;                                                    |
| 31   | 2322 North Kenneth Avenue -- Disabled Parking Permit Number 98038;                                                   |
| 31   | 2349 North Kenneth Avenue -- Disabled Parking Permit Number 106219;                                                  |
| 31   | 2923 North Kildare Avenue -- Disabled Parking Permit Number 106350;                                                  |
| 31   | 4141 West Oakdale Avenue -- Disabled Parking Permit Number 104323;                                                   |
| 31   | 5006 West Parker Avenue -- Disabled Parking Permit Number 106381;                                                    |
| 31   | 4818 West School Street -- Disabled Parking Permit Number 104330;                                                    |
| 31   | 4630 West Wrightwood Avenue -- Disabled Parking Permit Number 103479;                                                |
| 33   | 4911 North St. Louis Avenue -- Disabled Parking Permit Number 101422;                                                |
| 33   | 4842 North Drake Avenue -- Disabled Parking Permit Number 101423;                                                    |
| 33   | 3349 West Cuyler Avenue -- Disabled Parking Permit Number 101418;                                                    |
| 33   | 4514 North Sawyer Avenue -- Disabled Parking Permit Number 105483;                                                   |
| 34   | 10031 South Aberdeen Street -- Disabled Parking Permit Number 106134;                                                |
| 34   | 11441 South Aberdeen Street -- Disabled Parking Permit Number 104111;                                                |
| 34   | 11341 South Eggleston Avenue -- Disabled Parking Permit Number 104097;                                               |
| 34   | 10121 South Carpenter Street -- Disabled Parking Permit Number 106336;                                               |

| Ward | Location And Permit Number                                                                                  |
|------|-------------------------------------------------------------------------------------------------------------|
| 34   | 10614 South Lowe Avenue -- Disabled Parking Permit Number 106332;                                           |
| 34   | 10801 South Lowe Avenue -- Disabled Parking Permit Number 106110;                                           |
| 34   | 12443 South Parnell Avenue -- Disabled Parking Permit Number 104107;                                        |
| 34   | 11843 South Perry Avenue -- Disable Parking Permit Number 106137;                                           |
| 34   | 12307 South Princeton Avenue -- Disabled Parking Permit Number 104087;                                      |
| 34   | 10119 South Sangamon Street -- Disabled Parking Permit Number 106139;                                       |
| 34   | 10533 South Sangamon Street -- Disabled Parking Permit Number 104091;                                       |
| 35   | 2504 North St. Louis Avenue -- Disabled Parking Permit Number 104342;                                       |
| 35   | 2255 North Kildare Avenue -- Disabled Parking Permit Number 103008;                                         |
| 35   | 1909 North Karlov Avenue -- Disabled Parking Permit Number 106195;                                          |
| 36   | 2215 North Lamon Avenue -- Disabled Parking Permit Number 102236;                                           |
| 36   | 2158 North Lorel Avenue (install sign at 5333 West Palmer Street) -- Disabled Parking Permit Number 103551; |
| 36   | 2131 North McVicker Avenue -- Disabled Parking Permit Number 105915;                                        |
| 36   | 6249 West Waveland Avenue -- Disabled Parking Permit Number 105913;                                         |
| 36   | 2258 North Lockwood Avenue -- Disabled Parking Permit Number 106194;                                        |
| 36   | 2256 North Lockwood Avenue -- Disabled Parking Permit Number 97826;                                         |
| 37   | 735 North Latrobe Avenue -- Disabled Parking Permit Number 101631;                                          |
| 37   | 5357 West Crystal Street -- Disabled Parking Permit Number 102694;                                          |
| 37   | 821 North Kedvale Avenue -- Disabled Parking Permit Number 106602;                                          |
| 37   | 815 North Keystone Avenue -- Disabled Parking Permit Number 105474;                                         |
| 37   | 1741 North Lockwood Avenue -- Disabled Parking Permit Number 105475;                                        |
| 37   | 919 North Lockwood Avenue -- Disabled Parking Permit Number 105457;                                         |

| Ward | Location And Permit Number                                                                                               |
|------|--------------------------------------------------------------------------------------------------------------------------|
| 37   | 5435 West Potomac Avenue -- Disabled Parking Permit Number 106672;                                                       |
| 37   | 5259 West Iowa Street -- Disabled Parking Permit Number 106612;                                                          |
| 37   | 1511 North Luna Avenue -- Disabled Parking Permit Number 103966;                                                         |
| 38   | 5253 West Cullom Avenue -- Disabled Parking Permit Number 100721;                                                        |
| 38   | 4574 North Mulligan Avenue -- Disabled Parking Permit Number 101769;                                                     |
| 38   | 3425 North Oak Park Avenue -- Disabled Parking Permit Number 101776;                                                     |
| 38   | 4724 West Lawrence Avenue (install sign at 6215 West Lawrence Avenue)<br>-- Disabled Parking Permit Number 103599;       |
| 39   | 4735 North Kostner Avenue -- Disabled Parking Permit Number 105737;                                                      |
| 39   | 4742 North Lowell Avenue -- Disabled Parking Permit Number 105801;                                                       |
| 39   | 4654 North Elston Avenue (install sign at 4635 -- 4637 North Lowell Avenue)<br>-- Disabled Parking Permit Number 105804; |
| 40   | 6063 North Paulina Street -- Disabled Parking Permit Number 101611;                                                      |
| 40   | 2543 West Thorndale Avenue -- Disabled Parking Permit Number 93983;                                                      |
| 41   | 7706 West Hortense Avenue -- Disabled Parking Permit Number 101048;                                                      |
| 41   | 8639 West Berwyn Avenue -- Disabled Parking Permit Number 100883;                                                        |
| 48   | 1252 West Early Avenue -- Disabled Parking Permit Number 95913;                                                          |
| 49   | 7537 North Ridge Boulevard -- Disabled Parking Permit Number 106243;                                                     |
| 49   | 1740 West Columbia Avenue -- Disabled Parking Permit Number 102521;                                                      |
| 50   | 6053 North Albany Avenue -- Disabled Parking Permit Number 101422;                                                       |
| 50   | 6338 North Artesian Avenue -- Disabled Parking Permit Number 103917;                                                     |
| 50   | 6247 North Campbell Avenue -- Disabled Parking Permit Number 103923;                                                     |
| 50   | 6116 North Mozart Street -- Disabled Parking Permit Number 106290;                                                       |

| Ward | Location And Permit Number                                           |
|------|----------------------------------------------------------------------|
| 50   | 6518 North Richmond Street -- Disabled Parking Permit Number 103913; |
| 50   | 6435 North Rockwell Street -- Disabled Parking Permit Number 106286; |
| 50   | 6041 North Jersey Avenue -- Disabled Parking Permit Number 106287;   |
| 50   | 2538 West Arthur Avenue -- Disabled Parking Permit Number 94109.     |

*Amendment Of Disabled Permit Parking:*

| Ward | Location And Permit Number                                                                                                                                                                                                                                                                                                                                                          |
|------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 35   | 3247 West Diversey Avenue: amend ordinance which reads: "3247 West Diversey Avenue -- Disabled Parking Permit Number 90916", by striking: "install signs at 2762 North Spaulding Avenue" and inserting in lieu thereof: "install signs on North Spaulding Avenue (east side) between the fire hydrant directly south of West Diversey Avenue and the alley directly south thereof". |

*Repeal Of Disabled Permit Parking:*

| Ward | Location And Permit Number                                                         |
|------|------------------------------------------------------------------------------------|
| 3    | Repeal Disabled Parking Permit Number 40838 located at 3808 South Calumet Avenue;  |
| 6    | Repeal Disabled Parking Permit Number 98019 located at 7945 South Rhodes Avenue;   |
| 8    | Repeal Disabled Parking Permit Number 69712 located at 8106 South Woodlawn Avenue; |
| 8    | Repeal Disabled Parking Permit Number 91650 located at 8005 South Clyde Avenue;    |
| 10   | Repeal Disabled Parking Permit Number 103786 located at 10111 South Avenue L;      |



| Ward | Location And Permit Number                                                                |
|------|-------------------------------------------------------------------------------------------|
| 10   | Repeal Disabled Parking Permit Number 98442 located at 10426 South Avenue H;              |
| 11   | Repeal Disabled Parking Permit Number 48239 located at 3645 South Emerald Avenue;         |
| 11   | Repeal Disabled Parking Permit Number 92792 located at 3220 South Normal Avenue;          |
| 13   | Repeal Disabled Parking Permit Number 95087 located at 5721 South New Newcastle Avenue;   |
| 13   | Repeal Disabled Parking Permit Number 95891 located at 3630 West 66 <sup>th</sup> Street; |
| 13   | Repeal Disabled Parking Permit Number 92945 located at 4524 West 65 <sup>th</sup> Street; |
| 13   | Repeal Disabled Parking Permit Number 26832 located at 5527 South Keeler Avenue;          |
| 13   | Repeal Disabled Parking Permit Number 30466 located at 6001 South Kenneth Avenue;         |
| 18   | Repeal Disabled Parking Permit Number 93153 located at 8148 South Damen Avenue;           |
| 21   | Repeal Disabled Parking Permit Number 66334 located at 9421 South Bishop Street;          |
| 23   | Repeal Disabled Parking Permit Number 75180 located at 6649 West 64 <sup>th</sup> Street; |
| 31   | Repeal Disabled Parking Permit Number 74117 located at 2623 North Harding Avenue;         |
| 35   | Repeal Disabled Parking Permit Number 98194 located at 4815 North Ridgeway Avenue;        |
| 36   | Repeal Disabled Parking Permit Number 94029 located at 6239 West Roscoe Street;           |
| 37   | Repeal Disabled Parking Permit Number 16080 located at 737 North Latrobe Avenue;          |

| Ward | Location And Permit Number                                                                                                      |
|------|---------------------------------------------------------------------------------------------------------------------------------|
| 45   | Repeal Disabled Parking Permit Number 58104 located at 5014 West Gunnison Street;                                               |
| 45   | Repeal Disabled Parking Permit Number 34594 located at 5443 North Normandy Avenue;                                              |
| 47   | Repeal Disabled Parking Permit Number 95579 located at 4205 North Bell Avenue;                                                  |
| 47   | Repeal Disabled Parking Permit Number 15641 located at 1814 West Eddy Street;                                                   |
| 49   | Repeal Disabled Parking Permit Number 84871 located at 7462 North Ashland Avenue;                                               |
| 49   | Repeal Disabled Parking Permit Number 95873 located at 7330 North Ridge Boulevard;                                              |
| 49   | Repeal Disabled Parking Permit Number 58626 located at 6748 North Ashland Avenue (installed sign at 1533 West Pratt Boulevard); |
| 49   | Repeal Disabled Parking Permit Number 77120 located at 2009 West Birchwood Avenue.                                              |

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

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ESTABLISHMENT AND AMENDMENT OF RESIDENTIAL PERMIT PARKING ZONES.

[SO2016-7938]

The Committee on Pedestrian and Traffic Safety submitted the following report:

CHICAGO, November 1, 2016.

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

Your Committee on Pedestrian and Traffic Safety, to which were referred proposed ordinances and/or 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 Moreno, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Beale, Sadlowski Garza, Thompson, Cárdenas, Quinn, Burke, Lopez, Foulkes, D. Moore, Curtis, O'Shea, Cochran, Muñoz, Zalewski, Solis, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Waguespack, Mell, Ramirez-Rosa, Villegas, Sposato, Laurino, O'Connor, Napolitano, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Silverstein -- 44.

*Nays* -- None.

Alderman Reilly 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    | 1604 -- 1626 West Ohio Street: 1604 -- 1626 West Ohio Street (north side) and 1611 West Ohio Street (south side) to the corner of North Marshfield Avenue and West Ohio Street -- Residential Permit Parking Zone 168 -- 6:00 P.M. to 6:00 A.M. -- all days; |

| Ward | Location And Permit Number                                                                                                                                                                                                      |
|------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1    | 1620 -- 1664 North Mozart Street: 1620 -- 1664 North Mozart Street (west side) and 1623 -- 1665 North Mozart Street (east side) -- Residential Permit Parking Zone 102 -- 6:00 P.M. to 10:00 A.M. -- all days;                  |
| 21   | 8500 -- 8599 South Summit Avenue: 8500 -- 8599 South Summit Avenue (east and west sides) -- Residential Permit Parking Zone 1977 -- 7:00 A.M. to 4:00 P.M. -- Monday through Friday;                                            |
| 23   | 3500 -- 3549 West 58 <sup>th</sup> Street -- Residential Permit Parking Zone 1976 -- at all times -- all days;                                                                                                                  |
| 23   | 3501 -- 3555 and 3510 -- 3558 West 63 <sup>rd</sup> Place: 3501 -- 3555 and 3510 -- 3558 West 63 <sup>rd</sup> Place (excluding church) -- Residential Permit Parking Zone 1972 -- at all times -- all days;                    |
| 27   | 1 -- 99 North Bishop Street: 1 -- 99 North Bishop Street (east side) from a point 20 feet north of West Madison Street to the first alley north thereof -- Residential Permit Parking Zone 1982 -- at all times -- all days;    |
| 30   | 5400 -- 5457 West Schubert Avenue: 5400 -- 5457 West Schubert Avenue (north and south sides) from North Long Avenue to North Linder Avenue -- Residential Permit Parking Zone 1984 -- 3:00 P.M. to 6:00 A.M. -- all days;       |
| 30   | 3300 -- 3357 North Springfield Avenue: 3300 -- 3357 North Springfield Avenue (east and west sides) from West Roscoe Street to West School Street -- Residential Permit Parking Zone 1985 -- 6:00 P.M. to 6:00 A.M. -- all days; |
| 30   | 3501 -- 3518 North Springfield Avenue: 3501 -- 3518 North Springfield Avenue (east and west sides) from West Eddy Street to West Cornelia Avenue -- Residential Permit Parking Zone 1986 -- 6:00 P.M. to 6:00 A.M. -- all days; |
| 31   | 3800 -- 3834 West Wrightwood Avenue: 3800 -- 3834 West Wrightwood Avenue (north and south sides) -- Residential Permit Parking Zone 590 -- 6:00 P.M. to 6:00 A.M.;                                                              |
| 32   | 1954 -- 1999 North Wilmot Avenue: 1954 -- 1999 North Wilmot Avenue (east and west sides) -- Residential Permit Parking Zone 102 -- at all times -- all days;                                                                    |
| 36   | 4500 -- 4514 West Palmer Street: 4500 -- 4514 West Palmer Street (north and south sides) -- Residential Permit Parking Zone 1963 -- at all times -- all days.                                                                   |

*Amendment Of Residential Permit Parking Zones:*

| Ward | Location And Permit Number                                                                                                                                                                                                                                                                                                                                                      |
|------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 12   | 3000 -- 3030 West 23 <sup>rd</sup> Street: amend ordinance which reads: "3000 -- 3030 West 23 <sup>rd</sup> Street, from South Whipple Street to South Albany Avenue -- Residential Permit Parking Zone 1183 -- at all times -- all days", by striking: "3000 -- 3030 West 23 <sup>rd</sup> Street" and inserting in lieu thereof: "3000 -- 3099 West 23 <sup>rd</sup> Street"; |
| 15   | 2200 -- 2299 West 50 <sup>th</sup> Place -- repeal Residential Permit Parking Zone 1962 -- at all times -- all days;                                                                                                                                                                                                                                                            |
| 15   | 4601 -- 4699 South Damen Avenue -- repeal Residential Permit Parking Zone 1967 -- at all times -- all days;                                                                                                                                                                                                                                                                     |
| 15   | 4700 -- 4799 South Honore Street -- repeal Residential Permit Parking Zone 1963 -- at all times -- all days;                                                                                                                                                                                                                                                                    |
| 32   | 1800 -- 1931 North Milwaukee Avenue: 1800 -- 1931 North Milwaukee Avenue -- repeal residential permit parking buffer zone;                                                                                                                                                                                                                                                      |
| 35   | 4800 -- 4899 North Central Park Avenue: 4800 -- 4899 North Central Park Avenue (east and west sides): amend Residential Permit Parking Zone 146, by striking: "Zone146" and "east and west sides", and inserting in lieu thereof: "Residential Permit Parking Zone 733" and "east side";                                                                                        |
| 35   | 2200 -- 2256 North Lawndale Avenue: amend Residential Permit Parking Zone 367 to include 2200 -- 2256 North Lawndale Avenue (east and west sides) between West Belden Avenue and West Palmer Street -- at all times -- all days;                                                                                                                                                |
| 43   | 2209 -- 2255 North Bissell Street: 2209 -- 2255 North Bissell Street (east side): amend Residential Permit Parking Zone 143 -- 6:00 P.M. to 6:00 A.M. -- all days, by striking: "6:00 P.M. to 6:00 A.M.", and inserting in lieu thereof: "6:00 P.M. to 9:30 A.M.";                                                                                                              |
| 43   | 2210 -- 2256 North Bissell Street: 2210 -- 2256 North Bissell Street (west side): amend Residential Permit Parking Zone 143 -- 6:00 P.M. to 6:00 A.M. -- all days, by striking: "6:00 P.M. to 6:00 A.M.", and inserting in lieu thereof: "6:00 P.M. to 9:30 A.M.".                                                                                                              |

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

## ESTABLISHMENT AND AMENDMENT OF TOW-AWAY ZONES.

[SO2016-7943]

The Committee on Pedestrian and Traffic Safety submitted the following report:

CHICAGO, November 1, 2016.

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

Your Committee on Pedestrian and Traffic Safety, to which were referred proposed ordinances and/or orders 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 Moreno, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Beale, Sadlowski Garza, Thompson, Cárdenas, Quinn, Burke, Lopez, Foulkes, D. Moore, Curtis, O'Shea, Cochran, Muñoz, Zalewski, Solis, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Waguespack, Mell, Ramirez-Rosa, Villegas, Sposato, Laurino, O'Connor, Napolitano, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Silverstein -- 44.

Nays -- None.

Alderman Reilly 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:

*Establishment Of Tow-Away Zones:*

| Ward | Location                                                                                                                                                                                                                                                                                                                        |
|------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1    | North Humboldt Boulevard: North Humboldt Boulevard (east side) from West Armitage Avenue to West Palmer Street -- no parking tow-away zone -- 7:00 P.M. to 11:00 P.M. -- Tuesday and Friday -- 8:00 A.M. to 4:00 P.M. -- Sunday;                                                                                                |
| 11   | South Racine Avenue: South Racine Avenue (east side) from West 14 <sup>th</sup> Place to West 15 <sup>th</sup> Street -- no parking tow-away zone -- at all times -- all days (16-05629149);                                                                                                                                    |
| 11   | South Aberdeen Street: South Aberdeen Street (east and west sides) from West 14 <sup>th</sup> Place to a point 50 feet south of West 15 <sup>th</sup> Street -- no parking tow-away zone -- at all times -- all days (16-05628912);                                                                                             |
| 14   | West 51 <sup>st</sup> Street: West 51 <sup>st</sup> Street (south side) from South Meade Avenue to South Moody Avenue -- no parking tow-away zone -- 8:00 A.M. to 4:00 P.M. -- Monday through Friday (16-05082179);                                                                                                             |
| 28   | 4600 -- 4630 West Gladys Avenue: West Gladys Avenue (north side) -- no parking tow-away zone -- 8:00 P.M. to 8:00 A.M. -- all days;                                                                                                                                                                                             |
| 45   | 5516 West Foster Avenue: repeal ordinance passed February 11, 2009 ( <i>Journal of the Proceedings of the City Council of the City of Chicago</i> , page 55048), which reads: "West Foster Avenue (north side) from North Milwaukee Avenue to the first alley east thereof -- no parking tow-away zone", by striking the above; |
| 45   | West Foster Avenue: West Foster Avenue (north and south sides) from the alley west of North Nagle Avenue to West Higgins Avenue -- no parking tow-away zone -- at all times -- all days (16-06880923).                                                                                                                          |

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.

[SO2016-7944]

The Committee on Pedestrian and Traffic Safety submitted the following report:

CHICAGO, November 1, 2016.

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

Your Committee on Pedestrian and Traffic Safety, to which were referred proposed ordinances and orders to erect and 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 Moreno, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Beale, Sadlowski Garza, Thompson, Cárdenas, Quinn, Burke, Lopez, Foulkes, D. Moore, Curtis, O'Shea, Cochran, Muñoz, Zalewski, Solis, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Waguespack, Mell, Ramirez-Rosa, Villegas, Sposato, Laurino, O'Connor, Napolitano, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Silverstein -- 44.

*Nays* -- None.

Alderman Reilly 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                                                                                            |
|------|----------------------------------------------------------------------------------------------------------------------|
| 13   | South Lawndale Avenue and West 66 <sup>th</sup> Place -- "All-Way Stop" sign, stopping all approaches (16-05629255); |



| Ward | Location And Type Of Sign                                                                                       |
|------|-----------------------------------------------------------------------------------------------------------------|
| 13   | West Marquette Road and South Springfield Avenue -- "All-Way Stop" sign, stopping all approaches (16-06837881); |
| 15   | South Hermitage Avenue and West 43 <sup>rd</sup> Street -- "All-Way Stop" sign, stopping all approaches;        |
| 15   | South Paulina Street and West 43 <sup>rd</sup> Street -- "All-Way Stop" sign, stopping all approaches;          |
| 41   | North Mcalpin Avenue and North Tahoma Avenue -- "All-Way Stop" sign, stopping all approaches.                   |

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

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ESTABLISHMENT AND AMENDMENT OF NO TRUCK PARKING ON PORTIONS  
OF SUNDRY STREETS.

[SO2016-7941]

The Committee on Pedestrian and Traffic Safety submitted the following report:

CHICAGO, November 1, 2016.

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

Your Committee on Pedestrian and Traffic Safety, to which were referred a proposed ordinance to establish no truck parking on portion of South Kedzie Avenue, begs leave to recommend that Your Honorable Body do *Pass* the proposed substitute ordinance transmitted 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 Moreno, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Beale, Sadlowski Garza, Thompson, Cárdenas, Quinn, Burke, Lopez, Foulkes, D. Moore, Curtis, O'Shea, Cochran, Muñoz, Zalewski, Solis, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Waguespack, Mell, Ramirez-Rosa, Villegas, Sposato, Laurino, O'Connor, Napolitano, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Silverstein -- 44.

Nays -- None.

Alderman Reilly 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 install "No Truck Parking" signs at the below listed location:

*Miscellaneous Signs -- No Truck Parking:*

| Ward | Location |
|------|----------|
|------|----------|

|    |                                                                                                                                                                                               |
|----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 18 | South Kedzie Avenue: South Kedzie Avenue (west side) from West 79 <sup>th</sup> Street to West 80 <sup>th</sup> Street -- no semi-truck parking -- at all times -- all days -- (16-04797251). |
|----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

---

*Failed To Pass* -- VARIOUS TRAFFIC REGULATIONS, TRAFFIC SIGNS, ET CETERA.

(Adverse Committee Recommendations)

[SO2016-7945]

The Committee on Pedestrian and Traffic Safety submitted a report recommending that the City Council do not pass sundry proposed ordinances and proposed orders (transmitted with the committee report) relating to traffic regulations, traffic signs, et cetera.

Alderman Burnett moved to *Concur In* the committee's recommendation. The question in reference to each proposed ordinance or proposed order thereupon became: "*Shall the proposed ordinances or proposed orders pass, notwithstanding the committee's adverse recommendation?*" and the several questions being so put, each of the said proposed ordinances and proposed orders *Failed to Pass* by yeas and nays as follows:

*Yeas* -- None.

*Nays* -- Aldermen Moreno, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Beale, Sadlowski Garza, Thompson, Cárdenas, Quinn, Burke, Lopez, Foulkes, D. Moore, Curtis, O'Shea, Cochran, Muñoz, Zalewski, Solis, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Waguespack, Mell, Ramirez-Rosa, Villegas, Sposato, Laurino, O'Connor, Napolitano, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Silverstein -- 44.

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

The committee report listing said ordinances and orders which failed to pass reads as follows:

CHICAGO, November 1, 2016.

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

Your Committee on Pedestrian and Traffic Safety begs leave to recommend that Your Honorable Body *Do Not Pass* the sundry proposed ordinances and/or orders submitted herewith which were referred to the Committee on Pedestrian and Traffic Safety concerning traffic regulations and traffic signs, et cetera, as follows:

*Parking Prohibited At All Times -- Disabled:*

| Ward | Location                                                            |
|------|---------------------------------------------------------------------|
| 6    | 8028 South Michigan Avenue -- Disabled Parking Permit Number 83314; |
| 6    | 7208 South Vernon Avenue -- Disabled Parking Permit Number 80940;   |
| 6    | 7229 South Vernon Avenue -- Disabled Parking Permit Number 83315;   |
| 13   | 6322 South Lamon Avenue -- Disabled Parking Permit Number 106014;   |

| Ward | Location |
|------|----------|
|------|----------|

- |    |                                                                       |
|----|-----------------------------------------------------------------------|
| 16 | 5700 South Richmond Street -- Disabled Parking Permit Number 103637;  |
| 17 | 7722 South May Street -- Disabled Parking Permit Number 100885;       |
| 17 | 9323 South Parnell Avenue -- Disabled Parking Permit Number 104080;   |
| 50 | 6312 North Claremont Avenue -- Disabled Parking Permit Number 106293. |

*Loading/Standing Zones:*

| Ward | Location |
|------|----------|
|------|----------|

- |    |                                                                                                                                                                                                           |
|----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 15 | 4612 South Bishop Street -- no parking loading zone. Not recommended. Information needed to prepare recommendation for this ordinance is not available. Alderman's office has been advised (15-06271369); |
| 16 | 6220 South Western Avenue -- 15 minute standing zone. Not recommended. Request withdrawn by the requestor (16-03430094).                                                                                  |

*Amend Loading/Standing Zone:*

| Ward | Location |
|------|----------|
|------|----------|

- |    |                                                                                                                                                                                                                                             |
|----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 42 | 444 North Wabash Avenue: amend no parking loading zone by adding 15 feet to current loading zone. Not recommended. Extending space 15 feet more would cross his property line and take parking away from commercial building (15-01390943). |
|----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

*Residential Permit Parking Zones:*

| Ward | Location |
|------|----------|
|------|----------|

- |    |                                                                                                                                                                |
|----|----------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 15 | 4300 -- 4399 South Washtenaw Avenue: 4300 -- 4399 South Washtenaw Avenue (east and west sides) -- residential permit parking zone -- at all times -- all days. |
|----|----------------------------------------------------------------------------------------------------------------------------------------------------------------|

| Ward | Location |
|------|----------|
|------|----------|

|    |                                                                                                                                                            |
|----|------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 15 | 4400 -- 4499 South Wolcott Avenue: 4400 -- 4499 South Wolcott Avenue (east and west sides) -- residential permit parking zone -- at all times -- all days. |
|----|------------------------------------------------------------------------------------------------------------------------------------------------------------|

*Tow-Away Zone:*

| Ward | Location |
|------|----------|
|------|----------|

|    |                                                                                                                                 |
|----|---------------------------------------------------------------------------------------------------------------------------------|
| 28 | 1400 -- 1415 South Washtenaw Avenue -- no parking tow-away zone. Not recommended. Request withdrawn by requestor (16-01014469). |
|----|---------------------------------------------------------------------------------------------------------------------------------|

*Traffic Warning Signs And/Or Signals:*

| Ward | Location |
|------|----------|
|------|----------|

|    |                                                                                                                                                                                                                                                                                                  |
|----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 14 | West 47 <sup>th</sup> Street and South Karlov Avenue -- "All-Way Stop" sign, stopping all approaches. Project development: CDOT does not recommend stop signs on major streets. CDOT is opposed to installing a stop sign on West 47 <sup>th</sup> Street and South Karlov Avenue (16-07006995); |
|----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

|    |                                                                                                                                                                                                                                                  |
|----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 15 | South Western Boulevard and West 48 <sup>th</sup> Place -- "All-Way Stop" sign. Project development: CDOT does not recommend stop signs on major streets. CDOT is opposed to installing a stop sign on South Western Boulevard -- (16-07009412). |
|----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

These *Do Not Pass* recommendations were concurred in by all members of the committee present, with no dissenting votes.

Respectfully submitted,

(Signed) WALTER BURNETT, JR.,  
Chairman.

**COMMITTEE ON PUBLIC SAFETY.**

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**APPOINTMENT OF STEVE FLORES AS MEMBER OF CHICAGO POLICE BOARD.**

[A2016-70]

The Committee on Public Safety submitted the following report:

CHICAGO, November 1, 2016.

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

Reporting for your Committee on Public Safety, for which a meeting was held on October 24, 2016, having had under consideration the appointment of Steve Flores as a member of the Chicago Police Board, I beg leave to report and recommend that Your Honorable Body *Approve* the proposed appointment transmitted herewith.

This recommendation was concurred in by a voice vote of the members of this committee.

Respectfully submitted,

(Signed) ARIEL REBOYRAS,  
*Chairman.*

On motion of Alderman Reboyras, the committee's recommendation was *Concurred In* and the said proposed appointment of Steve Flores as a member of the Chicago Police Board was *Approved* by yeas and nays as follows:

*Yeas* -- Aldermen Moreno, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Beale, Sadlowski Garza, Thompson, Cárdenas, Quinn, Burke, Lopez, Foulkes, D. Moore, Curtis, O'Shea, Cochran, Muñoz, Zalewski, Solis, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Waguespack, Mell, Ramirez-Rosa, Villegas, Sposato, Laurino, O'Connor, Napolitano, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Silverstein -- 44.

*Nays* -- None.

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

**COMMITTEE ON TRANSPORTATION AND PUBLIC WAY.**

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AGREEMENT WITH 1237 NORTH MILWAUKEE LLC FOR USE OF PUBLIC RIGHT-OF-WAY FOR INSTALLATION, OPERATION AND MAINTENANCE OF ECO-TOTEM TO COUNT BICYCLE RIDERS ON N. MILWAUKEE AVE.

[O2016-7912]

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, October 25, 2016.

*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* an Agreement with 1237 North Milwaukee LLC for installation, operation and maintenance of Eco-Totem on the public way to count bicycle riders on North Milwaukee Avenue. This ordinance was referred to the committee on October 25, 2016.

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

Respectfully submitted,

(Signed) ANTHONY BEALE,  
*Chairman.*

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

Yeas -- Aldermen Moreno, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Beale, Sadlowski Garza, Thompson, Cárdenas, Quinn, Burke, Lopez, Foulkes, D. Moore, Curtis, O'Shea, Cochran, Muñoz, Zalewski, Solis, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Waguespack, Mell, Ramirez-Rosa, Villegas, Sposato, Laurino, O'Connor, Napolitano, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Silverstein -- 44.

Nays -- None.

Alderman Reilly 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 portions of public way commonly known as North Milwaukee Avenue, Chicago, Illinois (such portion of North Milwaukee Avenue, the "Street") and the sidewalk adjacent to the Street ("Sidewalk"), both of which are immediately northwest of the intersection of North Milwaukee Avenue with Ashland Avenue, as depicted in Exhibit A (collectively, "Public Way"); and

WHEREAS, 1237 North Milwaukee LLC, an Illinois limited liability company, with a principal place of business located at 2234 West North Avenue, Chicago, Illinois 60647 ("Grantee"), is the owner of the property abutting the Public Way and commonly known as 1237 -- 1253 North Milwaukee Avenue, Chicago, Illinois ("Development Property"); and

WHEREAS, Grantee has procured, or will promptly procure an "Eco-Totem by Eco-Counter" ("Eco-Totem"), which Grantee proposes to install, or cause to be installed, adjacent to the Development Property, which Eco-Totem can be used to count the number of bicycles that travel over the Public Way; and

WHEREAS, The City and the Grantee have mutually determined that is it necessary and appropriate that the City permit Grantee to use the Sidewalk for the installation of an Eco-Totem to count bicyclists riding northbound on the Street; and

WHEREAS, The City and the Grantee have mutually determined that is it necessary and appropriate that the City permit Grantee to use the Street for the excavation and installation of two (2) Zelt Inductive Loops ("Loops"), which are necessary for the operation of the Eco-Totem; and

WHEREAS, Because of the continuing public benefits that result from the installation of the Eco-Totem and Loops, the City is agreeable to granting the Grantee permission and authority to use the Public Way without the requirement that Grantee pay monetary compensation to the City, in return for the Grantee's sharing the data obtained from the Eco-Totem and the Grantee's paying the annual subscription fee associated with the provision of such data; 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 City's Department of Transportation (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 an Agreement for Use of Public Right-of-Way, in substantially the form attached hereto as Exhibit B ("Use Agreement"), and such other supporting documents as may be necessary or appropriate to carry out and comply with the provisions of the Use



Agreement, with such changes, deletions and insertions as shall be approved by the persons executing the Use Agreement.

SECTION 3. If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect any of the other provisions of this ordinance.

SECTION 4. All ordinances, resolutions, motions or orders in conflict with this ordinance are hereby repealed to the extent of such conflict.

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

[Exhibit "A" referred to in this ordinance printed on  
pages 35433 and 35434 of this *Journal*.]

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

*Exhibit "B".*

*Agreement For Use Of Public Way.*

This Agreement for Use of the Public Way ("Agreement") is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2016 ("Effective Date"), by and between the City of Chicago ("City"), a home rule unit of local government pursuant to Section 6 of Article VII of the Illinois Constitution of 1970, with a principal place of business located at 121 North LaSalle Street, Chicago, Illinois 60602, and 1237 North Milwaukee LLC, an Illinois limited liability company, with a principal place of business located 2234 West North Avenue, Chicago, Illinois 60647 ("Grantee").

*Recitals.*

Whereas, The City is the owner of the portions of public way commonly known as North Milwaukee Avenue, Chicago, Illinois (such portion of North Milwaukee Avenue, the "Street") and the sidewalk adjacent to the Street ("Sidewalk"), both of which are immediately northwest of the intersection of North Milwaukee Avenue with Ashland Avenue, as depicted in Exhibit 1 (collectively, "Public Way"); and

Whereas, The Grantee is the owner of the property abutting the Public Way and commonly known as 1237 -- 1253 North Milwaukee Avenue, Chicago, Illinois ("Development Property"); and

Whereas, Grantee has procured, or will promptly procure an "Eco-Totem by Eco-Counter" ("Eco-Totem"), which Grantee will install, or cause to be installed, adjacent to the Development Property, which Eco-Totem can be used to count the number of bicycles that travel over the Public Way; and

Whereas, The City and the Grantee have mutually determined that is it necessary and appropriate that the City permit Grantee to use the Sidewalk for the installation of an Eco-Totem to count bicyclists riding northbound on the Street; and

Whereas, The City and the Grantee have mutually determined that is it necessary and appropriate that the City permit Grantee to use the Street for the excavation and installation of two (2) Zelt Inductive Loops ("Loops"), which are necessary for the operation of the Eco-Totem; and

Whereas, Because of the continuing public benefits that will result from the Grantee's undertakings under this Agreement, such permission and authority (collectively referred to herein as the "Permit") is granted without the requirement that Grantee pay monetary compensation to the City, in return for the Grantee's sharing the data obtained from the Eco-Totem (as further described below) and the Grantee's paying the annual subscription fee associated with the provision of such data.

Now, Therefore, In consideration of the mutual promises and covenants contained herein, the parties hereby agree as follows:

#### *Section 1.*

##### *Grant Of Permission And Authority.*

A. The City hereby permits and authorizes the Grantee, upon the terms and subject to the conditions of this Agreement, to install, locate, use, operate, maintain, repair, and replace on the Sidewalk an Eco-Totem to count bicyclists riding North Milwaukee Avenue, for a period of ten (10) years, subject to Section 3.

B. The City hereby permits and authorizes the Grantee, upon the terms and subject to the conditions of this Agreement, to install, locate, use, operate, maintain, repair, and replace Loops on the Street (such Loops and the Eco-Totem, collectively, the "Facilities"), for a period of ten (10) years, subject to Section 3; and

*Section 2.**Consent Of Affected Property Owners.*

The Permit granted herein is subject to the condition that the Grantee will be responsible at all times for obtaining the consent of any adjacent or abutting land owner (if any) whose legal rights in the Public Way under applicable law, including rights of access, ingress, egress, light, air, view or reversion, have been or will be damaged by the Facilities, or their use or operation, or any work to construct, install, locate, use, operate, maintain, repair, replace, reconstruct, and remove the Facilities ("Work").

*Section 3.**Term.*

A. Expiration. Unless terminated by the parties, the Permit is given and granted for a period of ten (10) years from and after the Effective Date ("Expiration Date"); provided, however, unless the City, by written notice to the Grantee delivered prior to the Expiration Date, terminates the Permit, the Expiration Date shall be extended by an additional 10 years.

B. Early Termination. Upon not less than ninety (90) days written notice, the Grantee may terminate the Permit prior to the Expiration Date; provided that such termination shall be effective only after completion of the restoration described in Section 8 below. The City may terminate the Permit before the Expiration Date only in accordance with Section 6 below.

*Section 4.**Work.*

Prior to undertaking any Work, the Grantee shall deliver to the Commissioner of Transportation and to the Commissioner of Buildings (or their respective successors) ("Commissioners") for review and approval proposed plans and specifications for the Facilities, including approvals required by applicable laws and ordinances ("Approvals"). The obligations of Grantee under this Agreement will be deemed incorporated into the terms and conditions of such Approvals. Grantee will not permit the Facilities or any Work to interfere in any way with any use of the remaining portions of North Milwaukee Avenue or any other street or alley adjacent to the Public Way ("Adjacent Ways"), except as provided in such Approvals. The City agrees to diligently cooperate in the processing of any application for an Approval submitted by Grantee or its contractor.

*Section 5.**Maintenance And Operation.*

A. At all times during the term of this Agreement and until removal of the Facilities and the restoration of the Public Way in accordance with this Agreement, Grantee will maintain and use the Public Way and the Facilities in accordance and compliance with:

1. all applicable laws, including the ordinances of the City of Chicago;
2. the lawful directions of the Commissioner of Streets and Sanitation and the Commissioner of Transportation regarding the use of the Public Way; and
3. reasonable requirements imposed upon the use or improvement of the Facilities so that they do not interfere in any way with any use of the Adjacent Ways or with any use of the Public Way by any entity legally permitted to use the Public Way.

B. In addition, at all times during the term of this Agreement and until removal of the Facilities and the restoration of the Public Way in accordance with this Agreement, Grantee shall:

1. maintain the hardware and software for the Eco-Totem, including replacement of display if damaged or broken;
2. develop the design of Eco-totem display, subject to City approval;
3. provide power supply for the operation of the Eco Totem;
4. physically maintain the Eco-Totem, including snow removal, graffiti removal, removal of stickers/advertisements, etc.;
5. pay all subscription fees to the manufacture and/or distributor, as necessary for the Grantee and the City to obtain data from the Eco-Totem;
6. use commercially reasonable efforts to ensure proper performance of the Eco-Totem at the Grantee's sole cost and expense;
7. replace the Eco-Totem and the Loops every ten (10) years, or after each product's useful life expires, whichever occurs first, with new product or new technology, subject to the prior written approval of the City, which shall not be unreasonably withheld;
8. provide the City access to all data collected by the Eco-Totem via a vendor website on a daily basis, and grant the City a global, perpetual, irrevocable, paid-up, non-exclusive license to use, copy, maintain, modify, enhance and create derivative works from such data. The Grantee warrants and represents that it has the authority and legal right to grant the City the aforementioned license and will indemnify, defend and hold

harmless the City for any claims relating to (i) the City's accessing the vendor website and (ii) the license described in this Section 5.B.8; and

9. provide the City final approval of which data is made publicly available on vendor's website.

C. If the Grantee conveys, transfers or assigns ("Transferee") any or all of its interest in the Development Property, then concurrent with such conveyance, transfer or assignment, the Grantee shall, at no cost to and upon approval of the City, (i) require the Transferee to execute such documents as the City may reasonably require for the purpose of assigning the Grantee's rights and obligations under this Agreement to the Transferee, and either (ii)(a) transfer ownership of the Facilities and any annual data subscription associated with the Facilities to the Transferee or (b) transfer ownership of the Facilities and any annual data subscription associated with the Facilities to the City. In the event the City elects to have the Facilities and any annual data subscription associated with the Facilities transferred to the Transferee, then Grantee shall condition its conveyance, transfer or assignment of any or all of its interest in the Development Property on the Transferee, (y) providing power to the Facilities at no cost to the City, and (z) at the City's option, operating the Facilities. The Grantee shall complete such documentation as the City shall reasonably require to evidence the transfer to the Transferee or the City, as the case maybe, of the ownership interests in the Facilities and of the subscription.

#### *Section 6.*

#### *Superior Rights Of The Public In And To the Public Way.*

In accordance with the laws of Illinois, in the event that the use of the Public Way is reasonably required by the City for a lawful public purpose for which it was dedicated or conveyed to the City or its predecessors in interest, the permission and authority granted in this Agreement is subject to amendment, modification or revocation for such public purpose, subject to an applicable order issued by either the Mayor or the Commissioner of Transportation of the City at his or her discretion, at any time without the consent of Grantee. Prior to issuing such an order, the City agrees to take reasonable action to meet with the Grantee and discuss the proposed public use and its impact upon the Facilities and the Work. The City agrees to exercise its discretion in a reasonable manner to minimize the impact upon the Facilities and the Work and to assist the Grantee in finding an alternative location for its Facilities or Work. In accordance with any such order, Grantee shall remove, relocate, shore, adjust, or alter the Facilities or any portion of the Facilities at its sole cost and expense, to the extent and within the time reasonably designated in the order. Grantee shall also have the option of completely removing the Facilities, restoring the Public Way as provided in Section 8, and terminating the permission and authority, all in accordance with this Agreement within the time set forth in the order. In the event that the Grantee fails or refuses to either comply with the order or remove and restore as provided in this Agreement, then the City may perform such work and the Grantee will reimburse the City for all actual costs incurred in performing such work within 10 days of receipt of notice detailing such work and demanding payment.

*Section 7.**Utilities.*

Grantee will be responsible for obtaining approvals of and paying for any and all removals, relocations, alterations, additional maintenance and restorations of or to any utility or public service structures or facilities, or any City owned structures or facilities located in the Public Way or the Adjacent Ways, including pavement, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other facilities and utilities, which are or may be necessary or appropriate on account of the Facilities or the Work. Grantee will be responsible for obtaining the consent of and making suitable arrangements with all entities owning or having an interest in such structures and facilities, including any department of the City.

*Section 8.**Restoration.*

Upon partial or complete termination of the Permit herein granted, by expiration or revocation, Grantee, without cost or expense to the City of Chicago, will promptly remove the Facilities installed or constructed by or for Grantee after the Effective Date and will restore such portion of the Public Way to substantially the same condition existing on the Effective Date, under the supervision and to the satisfaction of the Commissioner of Transportation and in accordance with the Municipal Code of Chicago. However, in no event will the Grantee be required to construct a street or related improvements where they did not exist on the Effective Date. In the event that the Grantee fails or refuses to either remove such Facilities or restore the Public Way as provided in this Section, then the City may perform such work and the Grantee will reimburse the City for all actual costs incurred in performing such work within 30 days of receipt of invoice detailing such work and a written demand for payment.

*Section 9.**Insurance.*

Grantee shall procure, on an annual basis, maintain, or cause to be procured and maintained, at Grantee's sole cost and expense (or the cost and expense of its contractors or subcontractors as applicable), during the entire term of this Agreement, the types and amounts of insurance, and any/all endorsements, set forth below with insurance companies authorized to do business in the State of Illinois, covering all of the Grantee's use of the Public Way, including the Work, under this Agreement, whether performed by or on behalf of Grantee.

- (a) Worker's Compensation And Employer's Liability Insurance. Grantee and its contractors and subcontractors shall procure and maintain Worker's Compensation Insurance, as prescribed by applicable law, covering all employees who are to provide a service under this Agreement, and Employer's Liability Insurance with limits of not less than \$100,000 each accident or illness.
- (b) Commercial General Liability Insurance (Primary And Umbrella). Grantee and its contractors and subcontractors 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 shall be named as an additional insured on a primary, noncontributory basis for any liability arising directly or indirectly from Grantee's use of the Public Way and the Work.
- (c) Automobile Liability Insurance (Primary And Umbrella). When any motor vehicles (owned, non-owned and hired) are used in connection with the Grantee's use of the Public Way and the Work, Grantee and its contractors and subcontractors shall procure and maintain Automobile Liability Insurance with limits of not less than \$1,000,000 per occurrence for bodily injury and property damage.
- (d) The City of Chicago shall be named as an additional insured with respect to such coverage on a primary, noncontributory basis.

Grantee shall deliver, or cause its contractors or subcontractors to deliver, to the City certificates of insurance and any/all endorsements required hereunder. 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 Grantee (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. Grantee shall advise all insurers of the insurance requirements set forth herein. Nonconforming insurance, or failure to submit a Certificate of Insurance evidencing such coverages, shall not relieve Grantee of the obligation to provide insurance as specified herein. The City may terminate this Agreement for nonfulfillment of the insurance conditions, and retains the right to stop work until proper evidence of insurance is provided.

Grantee (or its contractors or subcontractors as applicable) shall be responsible for any and all deductibles or self-insured retentions. Grantee agrees that insurers shall waive their rights of subrogation against the City, its employees, elected officials, agents, and representatives. Grantee expressly understands and agrees that any coverages and limits furnished by it (or its contractors or subcontractors as applicable) shall in no way limit Grantee's liabilities and responsibilities specified in this Agreement or by law. Grantee 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 Grantee (or its contractors or subcontractors as applicable) under this Agreement. The required insurance shall not be limited by any limitations expressed in the indemnification language herein or any limitation placed on the indemnity therein given as a matter of law.

Grantee shall require all contractors and subcontractors to maintain the above-described coverage, or Grantee may provide such coverage for its contractors and subcontractors. If Grantee or any contractor or subcontractor wants additional coverage, such party shall be responsible for the acquisition and cost of such additional protection. The City shall have no responsibility to provide insurance or security for the property, material, supplies, or equipment to be used by Grantee or any of its contractors or subcontractors in connection with the Grantee's use of the Public Way and the Work.

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

#### *Section 10.*

##### *Indemnification.*

To the extent permitted by applicable law, Grantee agrees to defend, indemnify and hold the City, its officers, agents and employees, completely harmless from and against any and all liabilities, losses, suits, claims, judgments, fines or demands of every kind and nature (including all reasonable costs for investigation, reasonable attorneys' fees, court costs and expert fees) arising by reason of injury or death of any person or loss of or damage to property arising out of or incident to a) the Permit granted in this Agreement, including the performance or nonperformance of any of Grantee's obligation under this Agreement or b) the Grantee's use of the Public Way, or c) the acts or omissions of Grantee's officers, agents, employees, contractors, subcontractors, permittees, licensees or invitees in or on the Public Way ("Claim"), except to the extent such Claim is proximately caused by the negligence of the City, its officers, agents or employees. Upon written notice from the City of any Claim which the City believes to be covered under this provision, Grantee will appear and defend all suits brought upon such claims and lawsuits and shall pay all costs and expenses incidental thereto, but the City shall have the right, at its option, to participate in the defense of any Claim, without relieving Grantee of any of its obligations hereunder. This paragraph shall survive expiration or termination of the Permit.

#### *Section 11.*

##### *Notice.*

Notices provided for herein, unless expressly provided for otherwise in this Agreement, shall be in writing and may be delivered personally or by placing in the United States mail, first class and certified, return receipt requested, with postage prepaid and addressed as follows:



If To The City:

Commissioner  
Department of Transportation  
Room 1100  
30 North LaSalle Street  
Chicago, Illinois 60602

With A Copy To:

Department of Law  
Room 600, City Hall  
121 North LaSalle Street  
Chicago, Illinois 60602  
Attention: Corporation Counsel

If To Grantee:

LG Development Group LLC  
2234 West North Avenue  
Chicago, Illinois 60647  
Attention: Matt Wilke

With A Copy To:

Joseph E. Von Meier  
Burke, Warren, MacKay & Serritella, P.C.  
330 North Wabash Avenue, Suite 2100  
Chicago, Illinois 60611

All notices shall be deemed effective upon receipt. The addresses stated herein may be revised without need for modification or amendment of this Agreement, provided written notification is given in accordance with this Section.

*Section 12.*

*Assignment.*

All of the terms and conditions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, transferees, and assigns; provided, however, that Grantee agrees that, without City's prior approval, it will not transfer or assign its rights or obligations under this Agreement. Any attempt to transfer or assign Grantee's rights or obligations under this Agreement without City's prior approval in violation of this Section will be void.

*Section 13.**Miscellaneous.*

A. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

B. If any of the provisions of this Agreement or the application thereof to any persons or circumstances shall, to any extent, be deemed invalid or unenforceable, the remainder of this Agreement and the application of such provisions to persons or circumstances other than those as to whom or which it is held invalid or unenforceable shall not be affected thereby.

C. This Agreement and any document or instrument executed pursuant hereto may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

In Witness Whereof, The parties have executed this Agreement as of the Effective Date.

City of Chicago,  
an Illinois municipal corporation

By: \_\_\_\_\_  
Rebekah Scheinfeld,  
Commissioner  
Chicago Department of Transportation

Approved as to Form and Legality:

By: \_\_\_\_\_  
Senior Counsel

1237 North Milwaukee LLC,  
an Illinois limited liability company

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

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

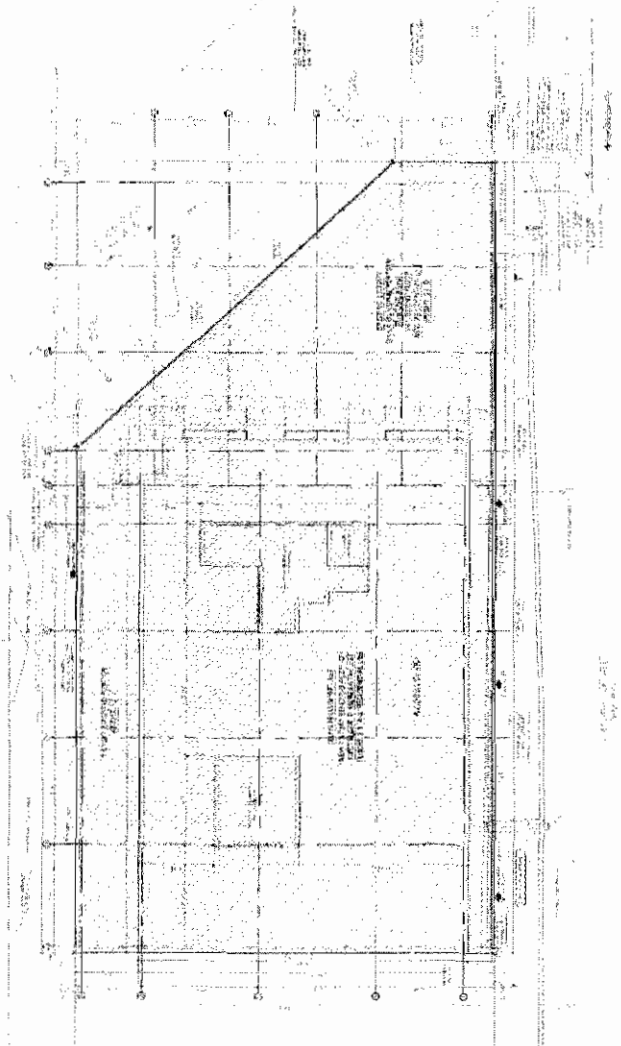
Its: \_\_\_\_\_



Exhibit "A".

(Page 1 of 2)

FOR THE RECORD  
ESTIMATE  
DATE: 11/1/2016  
PROJECT: 11/1/2016



J.S.  
JONATHAN SPILTT ARCHITECTS LLC  
4001 NORTH GREENWOOD AVENUE  
SUITE 201  
CHICAGO, ILLINOIS 60613  
773.853.1517 FAX 773.853.2081

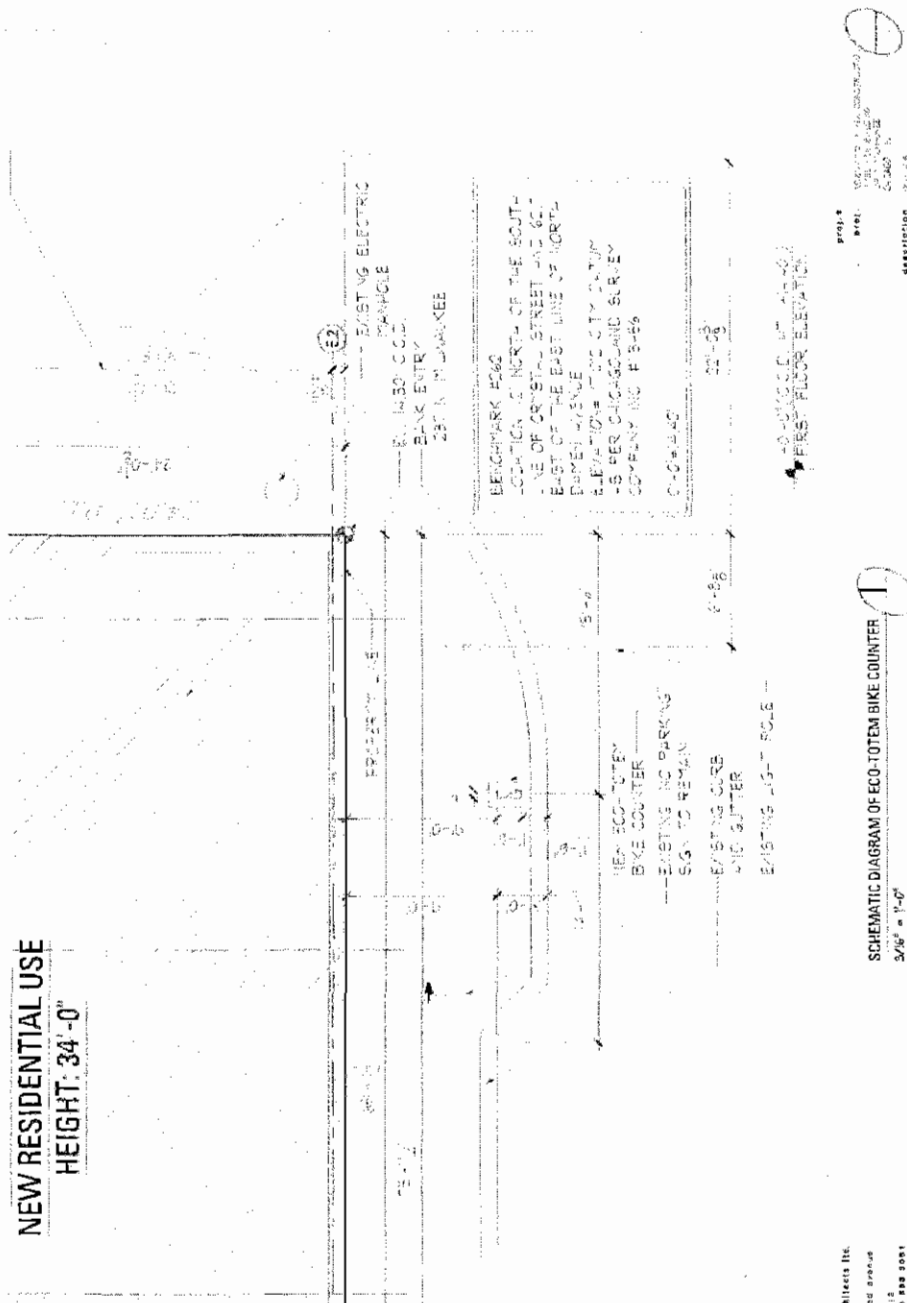
SITE PLAN  
3/4" = 1'-0"

PROJ. NO. 11/1/2016  
DATE: 11/1/2016  
PROJECT: 11/1/2016  
CONSTRUCTION



*Exhibit "A".*

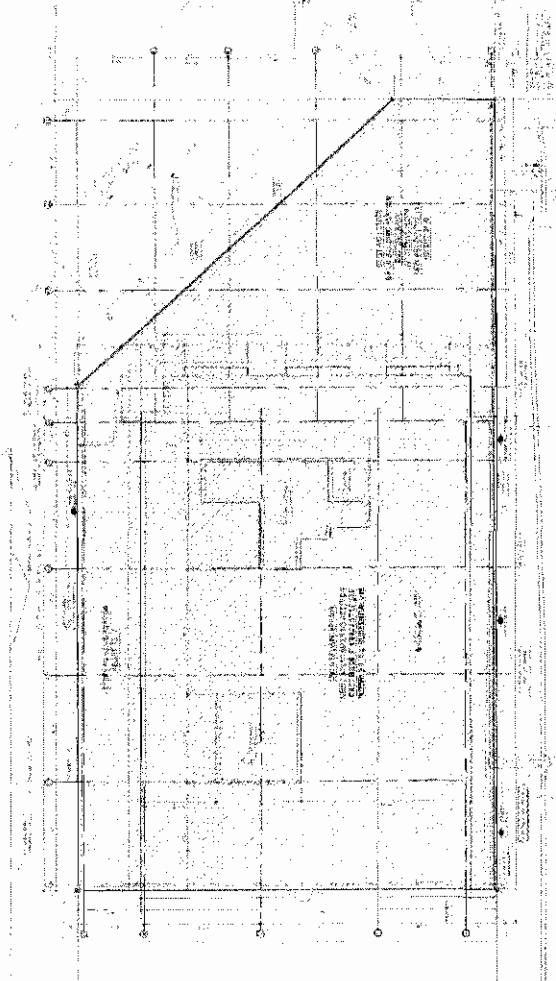
(Page 2 of 2)



(Sub)Exhibit 1.

(Page 1 of 2)

UNIVERSITY OF  
CALIFORNIA  
ARCHITECTURAL  
DIVISION  
ARCHITECT



35a  
Jorjanna Spitt Architects LLC  
4801 Jorja International Avenue  
Suite 600  
San Diego, CA 92121  
760 853 1017 fax 760 853 8081

SITE PLAN  
3/6/17 - 11-01

proj. 4  
arch.  
description





## GRANTS OF PRIVILEGE IN PUBLIC WAY.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, October 25, 2016.

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

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinances and substitute ordinance transmitted herewith for grants of privilege in the public way. These ordinances and substitute ordinance were referred to the committee on October 5 and 25, 2016.

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

Respectfully submitted,

(Signed) ANTHONY BEALE,  
*Chairman.*

On motion of Alderman O'Shea, the said proposed ordinances and substitute ordinance transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Moreno, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Beale, Sadlowski Garza, Thompson, Cárdenas, Quinn, Burke, Lopez, Foulkes, D. Moore, Curtis, O'Shea, Cochran, Muñoz, Zalewski, Solis, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Waguespack, Mell, Ramirez-Rosa, Villegas, Sposato, Laurino, O'Connor, Napolitano, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Silverstein -- 44.

Nays -- None.

Alderman Reilly 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):



*A. K. Auto Service, Inc.*

[O2016-7583]

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

SECTION 1. Permission and authority are hereby given and granted to A. K. Auto Service, Inc., upon the terms and subject to the conditions of this ordinance, to maintain and use four (4) signs projecting over the public right-of-way attached to its premises known as 4747 North Pulaski Road. Said sign structures measure as follows: along North Pulaski Road, one (1) at twenty (20) feet in length, one (1) foot in height and fifteen (15) feet above grade level, one (1) at eighteen (18) feet in length, one point five (1.5) feet in height and fifteen (15) feet above grade level, one (1) at nineteen (19) feet in length, five (5) feet in height and seven (7) feet above grade level and one (1) at eight (8) feet in length, four (4) feet in height and seven (7) 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 1121443 herein granted the sum of One Thousand and no/100 Dollars (\$1,000.00) per annum, in advance.

A 25% 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 February 9, 2016.

---

*Akarrasel Child Care Centers.*

[O2016-7561]

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

SECTION 1. Permission and authority are hereby given and granted to Akarrasel Child Care Centers, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, two (2) trash containers on the public right-of-way adjacent

to its premises known as 5504 West Fullerton Avenue. Said trash containers at West Fullerton Avenue/public alley measure two (2) at two point six seven (2.67) feet in length and two point six seven (2.67) feet in width for a total of fourteen point two six (14.26) square feet. 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).

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 1124679 herein granted the sum of One Hundred Fifty and no/100 Dollars (\$150.00) per annum, in advance.

A 25% 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 July 6, 2016.

---

*Amazon Retail LLC.*

[O2016-7630]

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

SECTION 1. Permission and authority are hereby given and granted to Amazon Retail LLC, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use four (4) light fixtures projecting over the public right-of-way adjacent to its premises known as 3441 North Southport Avenue. Said light fixtures at North Southport Avenue measure four (4) at one point five (1.5) feet in length, two point zero eight (2.08) feet in width and ten point two five (10.25) 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).

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 1124660 herein granted the sum of Ninety and no/100 Dollars (\$90.00) per annum, in advance.

A 25% 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 date of passage.

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*Americash Loans LCC.*

[O2016-7496]

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

SECTION 1. Permission and authority are hereby given and granted to Americash Loans LCC, 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 105 West Madison Street. Said sign structure measures as follows: along West Madison Street, at ten point eight three (10.83) feet in length, two (2) feet in height and ten point five (10.5) 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 1124336 herein granted the sum of One Hundred and no/100 Dollars (\$100.00) per annum, in advance.

A 25% 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 date of passage.

---

*AT&T Authorized Retailer.*

[O2016-7658]

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

SECTION 1. Permission and authority are hereby given and granted to AT&T Authorized Retailer, upon the terms and subject to the conditions of this ordinance, to maintain and use two (2) signs projecting over the public right-of-way attached to its premises known as 1724 West Lawrence Avenue. Said sign structure measures as follows: along West Lawrence Avenue, one (1) at sixteen point zero eight (16.08) feet in length, three point three three (3.33) feet in height and nine (9) feet above grade level. Said sign structure measures as follows: along West Lawrence Avenue, one (1) at eight (8) feet in length, six (6) feet in height and ten (10) 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 1124420 herein granted the sum of Six Hundred and no/100 Dollars (\$600.00) per annum, in advance.

A 25% 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 date of passage.

*ATI Physical Therapy.*

[O2016-7822]

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

SECTION 1. Permission and authority are hereby given and granted to ATI Physical Therapy, upon the terms and subject to the conditions of this ordinance, to maintain and use two (2) signs projecting over the public right-of-way attached to its premises known as 3858 North Cicero Avenue. Said sign structure measures as follows: along North Cicero Avenue, one (1) at twenty-six point five eight (26.58) feet in length, three (3) feet in height and nine (9) feet above grade level. Said sign structure measures as follows: along West Byron Street, one (1) at fourteen point two five (14.25) feet in length, four point two five (4.25) feet in height and nine (9) 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 1124490 herein granted the sum of Six Hundred and no/100 Dollars (\$600.00) per annum, in advance.

A 25% 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 date of passage.

---

*Auto Plus Of Chicago, Inc.*

[O2016-7604]

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

SECTION 1. Permission and authority are hereby given and granted to Auto Plus of Chicago, Inc., 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 4460 North Elston Avenue. Said sign structure measures as follows: along North Elston Avenue, at six (6) feet in length, three (3) feet in height and twelve (12) 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 1124627 herein granted the sum of One Hundred and no/100 Dollars (\$100.00) per annum, in advance.

A 25% 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 September 13, 2016.

---

*Barry Town Homes Condominium Association.*

[O2016-7637]

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

SECTION 1. Permission and authority are hereby given and granted to Barry Town Homes Condominium Association, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) landscaping on the public right-of-way for beautification purposes adjacent to its premises known as 345 West Barry Avenue. Said landscaping at West Barry Avenue measures eighty (80) feet in length and ten (10) feet in width for a total of eight hundred (800) square feet. 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 Planning and Development and the Department of Transportation (Division of Project Development).

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 1124687 herein granted the sum of Zero and no/100 Dollars (\$0.00) per annum, in advance.

A 25% 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 October 3, 2016.

---

*Beaulieu Real Estate.*

[O2016-7809]

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

SECTION 1. Permission and authority are hereby given and granted to Beaulieu Real Estate, 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 5341 West Belmont Avenue. Said sign structure measures as follows: along West Belmont Avenue, at eight (8) feet in length, four (4) feet in height and fifteen point six seven (15.67) 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 1124804 herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance.

A 25% 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 date of passage.

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*Beef & Barley.*

[O2016-7810]

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

SECTION 1. Permission and authority are hereby given and granted to Beef & Barley, upon the terms and subject to the conditions of this ordinance, to maintain and use four (4) signs projecting over the public right-of-way attached to its premises known as 3001 North Ashland Avenue. Said sign structures measure as follows: along North Ashland Avenue, one (1) at five (5) feet in length, three point three three (3.33) feet in height and eleven point five (11.5) feet above grade level and one (1) at twenty-four (24) feet in length, three point five (3.5) feet in height and ten point two five (10.25) feet above grade level. Said sign structures measure as follows: along West Wellington Avenue, one (1) at fifteen point five (15.5) feet in length, three point five (3.5) feet in height and ten point two five (10.25) feet above grade level and one (1) at twelve (12) feet in length, eight (8) feet in height and fifteen point four two (15.42) 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 1123749 herein granted the sum of One Thousand and no/100 Dollars (\$1,000.00) per annum, in advance.

A 25% 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 date of passage.



*Belmonte Liquors.*

[O2016-7555]

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

SECTION 1. Permission and authority are hereby given and granted to Belmonte Liquors, 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 600 South Cicero Avenue. Said sign structure measures as follows: along South Cicero Avenue, at seven point five (7.5) feet in length, three point nine (3.9) feet in height and fourteen (14) 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 1124654 herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance.

A 25% 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 October 4, 2016.

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*Best Western-Hawthorne Terrace.*

[O2016-7638]

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

SECTION 1. Permission and authority are hereby given and granted to Best Western-Hawthorne Terrace, 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 3434 North Broadway. Said sign structure measures as follows: along North Broadway, at five point two five (5.25) feet in length, eight (8) feet in height and

nine point seven five (9.75) 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 1124352 herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance.

A 25% 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 date of passage.

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*Blue Cross Blue Shield Of Illinois.*

[O2016-7498]

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

SECTION 1. Permission and authority are hereby given and granted to Blue Cross Blue Shield of Illinois, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, eighteen (18) caissons under the public right-of-way adjacent to its premises known as 300 East Randolph Street. Said caisson at North Columbus Drive and East Randolph Street measures one (1) at four point five (4.5) feet in diameter. Said caissons at North Columbus Drive measure three (3) at five point five (5.5) feet in diameter. Said caisson at North Columbus Drive measures one (1) at six point five (6.5) feet in diameter. Said caissons at North Columbus Drive measure three (3) at point six six (.66) foot in diameter. Said caissons at East Randolph Street measure nine (9) at five point five (5.5) feet in diameter. Said caisson at East Randolph Street measures one (1) at six point five (6.5) feet in diameter. 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 Planning and Development and the Department of Transportation (Office of Underground Coordination).

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 1124563 herein granted the sum of Four Hundred and no/100 Dollars (\$400.00) per annum, in advance.

A 25% 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 September 9, 2014.

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*BMO Harris Bank NA.*

[O2016-7438]

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

SECTION 1. Permission and authority are hereby given and granted to BMO Harris Bank NA, upon the terms and subject to the conditions of this ordinance, to maintain and use two (2) signs projecting over the public right-of-way attached to its premises known as 558 West Webster Avenue. Said sign structures measure as follows: along West Webster Avenue, two (2) at fourteen point one six (14.16) feet in length, two (2) feet in height and nine (9) 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 1124464 herein granted the sum of Six Hundred and no/100 Dollars (\$600.00) per annum, in advance.

A 25% 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 date of passage.

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*Bradley Properties LP.*

[O2016-7389]

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

SECTION 1. Permission and authority are hereby given and granted to Bradley Properties LP, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, two (2) planters projecting over the public right-of-way for beautification purposes adjacent to its premises known as 1915 West Chicago Avenue. Said planters at West Chicago Avenue measure two (2) at two (2) feet in length and point five (.5) foot in width for a total of two (2) square feet. Grantee must allow the required clear and unobstructed space for pedestrian passage at all times per rules and regulations approved by the Department of Transportation. 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 Planning and Development and the Department of Transportation (Division of Project Development).

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 1116218 herein granted the sum of Zero and no/100 Dollars (\$0.00) per annum, in advance.

A 25% 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 November 18, 2014.

*British School Of Chicago.*

[O2016-7507]

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

SECTION 1. Permission and authority are hereby given and granted to British School of Chicago, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, two (2) bicycle racks on the public right-of-way adjacent to its premises known as 814 West Eastman Street. Said bicycle racks at West Eastman Street measure two (2) at nine point nine two (9.92) feet in length and point two five (.25) foot in width for a total of four point nine six (4.96) square feet. 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 Planning and Development and the Department of Transportation (Division of Project Development).

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 1114502 herein granted the sum of Zero and no/100 Dollars (\$0.00) per annum, in advance.

A 25% 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 April 22, 2014.

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*Burberry Limited.*  
(Bicycle Racks)

[O2016-7502]

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

SECTION 1. Permission and authority are hereby given and granted to Burberry Limited, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, three (3) bicycle racks on the public right-of-way adjacent to its

premises known as 633 North Michigan Avenue. Said bicycle racks at North Michigan Avenue measure three (3) at three (3) feet in length and point one six (.16) foot in width for a total of one point four four (1.44) square feet. 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 Planning and Development and the Department of Transportation (Division of Project Development).

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 1124630 herein granted the sum of Zero and no/100 Dollars (\$0.00) per annum, in advance.

A 25% 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 September 8, 2016.

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*Burberry Limited.*  
(Fences)

[O2016-7505]

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

SECTION 1. Permission and authority are hereby given and granted to Burberry Limited, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, three (3) fences on the public right-of-way adjacent to its premises known as 633 North Michigan Avenue. Said fences at North Michigan Avenue measure two (2) at sixty-eight (68) feet in length and point one six (.16) foot in width for a total of twenty-one point seven six (21.76) square feet. Existing fencing is approximately one point five eight (1.58) feet in height. Said fence at North Michigan Avenue measures one (1) at sixty-nine point five (69.5) feet in length and point one six (.16) foot in width for a total of eleven point one two (11.12) square feet. Existing fence is approximately one point five eight (1.58) feet in height. 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).

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 1124631 herein granted the sum of Zero and no/100 Dollars (\$0.00) per annum, in advance.

A 25% 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 September 8, 2016.

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*Burberry Limited.*  
(Planters)

[O2016-7506]

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

SECTION 1. Permission and authority are hereby given and granted to Burberry Limited, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, three (3) planters on the public right-of-way for beautification purposes adjacent to its premises known as 633 North Michigan Avenue. Said planters at North Michigan Avenue measure two (2) at twenty-two (22) feet in length and twelve (12) feet in width for a total of five hundred twenty-eight (528) square feet. Said planter at North Michigan Avenue measures one (1) at twenty-two point five eight (22.58) feet in length and twelve point one six (12.16) feet in width for a total of two hundred seventy-four point five seven (274.57) square feet. Grantee must allow the required clear and unobstructed space for pedestrian passage at all times per rules and regulations approved by the Department of Transportation. 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 Planning and Development and the Department of Transportation (Division of Project Development).

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 1124632 herein granted the sum of Zero and no/100 Dollars (\$0.00) per annum, in advance.

A 25% 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 September 8, 2016.

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*Butch McGuire's, Inc.*

[O2016-7398]

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

SECTION 1. Permission and authority are hereby given and granted to Butch McGuire's, Inc., 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 20 West Division Street. Said sign structure measures as follows: along West Division Street, at four (4) feet in length, six (6) feet in height and sixteen (16) 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 1123316 herein granted the sum of One Hundred and no/100 Dollars (\$100.00) per annum, in advance.

A 25% 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 date of passage.

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*Canal Street Self Storage Company, Inc.*  
(Loading Dock)

[O2016-7482]

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

SECTION 1. Permission and authority are hereby given and granted to Canal Street Self Storage Company, Inc., upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) loading dock on the public right-of-way adjacent to its premises known as 1601 South Canal Street. Said loading dock at South Canal Street measures one hundred twenty-five (125) feet in length and thirty (30) feet in width for a total of three thousand seven hundred fifty (3,750) square feet. 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).

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 1124668 herein granted the sum of Two Thousand Five Hundred Seventy and no/100 Dollars (\$2,570.00) per annum, in advance.

A 25% 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 13, 2016.

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*Canal Street Self Storage Company, Inc.*  
(Stairway)

[O2016-7484]

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

SECTION 1. Permission and authority are hereby given and granted to Canal Street Self Storage Company, Inc., upon the terms and subject to the conditions of this

ordinance, to maintain and use, as now constructed, one (1) stairway on the public right-of-way adjacent to its premises known as 1601 South Canal Street. Said stairway at South Canal Street measures eight (8) feet in length and four point five (4.5) feet in width for a total of thirty-six (36) square feet. 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).

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 1124671 herein granted the sum of Four Hundred and no/100 Dollars (\$400.00) per annum, in advance.

A 25% 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 October 3, 2016.

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*Carhartt.*

[O2016-7391]

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

SECTION 1. Permission and authority are hereby given and granted to Carhartt, upon the terms and subject to the conditions of this ordinance, to maintain and use two (2) signs projecting over the public right-of-way attached to its premises known as 1518 North Milwaukee Avenue. Said sign structures measure as follows: along North Milwaukee Avenue, one (1) at two (2) feet in length, point five (.5) foot in height and sixteen (16) feet above grade level and one (1) at nineteen (19) feet in length, one point seven five (1.75) feet in height and sixteen (16) 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 1124596 herein granted the sum of Four Hundred and no/100 Dollars (\$400.00) per annum, in advance.

A 25% 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 September 8, 2016.

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*Caterpillar Care.*

[O2016-7393]

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

SECTION 1. Permission and authority are hereby given and granted to Caterpillar Care, upon the terms and subject to the conditions of this ordinance, to maintain and use two (2) signs projecting over the public right-of-way attached to its premises known as 1701 West Chicago Avenue. Said sign structures measure as follows: along West Chicago Avenue, one (1) at three point seven five (3.75) feet in length, one point six seven (1.67) feet in height and twelve (12) feet above grade level and one (1) at nine (9) feet in length, two point eight four (2.84) feet in height and eleven point five (11.5) 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 1120545 herein granted the sum of Four Hundred and no/100 Dollars (\$400.00) per annum, in advance.

A 25% 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 date of passage.

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*Cell Com Of Chicago, Inc.*

[O2016-7806]

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

SECTION 1. Permission and authority are hereby given and granted to Cell Com of Chicago, Inc., upon the terms and subject to the conditions of this ordinance, to maintain and use two (2) signs projecting over the public right-of-way attached to its premises known as 1801 South Racine Avenue. Said sign structures measure as follows: along South Racine Avenue, one (1) at ten (10) feet in length, eight (8) feet in height and twelve (12) feet above grade level and one (1) at thirty-eight (38) feet in length, four (4) feet in height and eleven point five (11.5) 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 1124814 herein granted the sum of Six Hundred and no/100 Dollars (\$600.00) per annum, in advance.

A 25% 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 November 2, 2016.

*Chicago Teachers Union Foundation, Inc.*

[O2016-7509]

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

SECTION 1. Permission and authority are hereby given and granted to Chicago Teachers Union Foundation, Inc., upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use four (4) bollards on the public right-of-way adjacent to its premises known as 1901 West Carroll Avenue. Said bollards at West Carroll Avenue measure two (2) at four (4) feet in length and point six seven (.67) foot in width for a total of five point three six (5.36) square feet. Said bollards at West Carroll Avenue measure two (2) at four (4) feet in length and one point one seven (1.17) feet in width for a total of nine point three six (9.36) square feet. 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 Planning and Development and the Department of Transportation (Division of Project Development).

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 1124652 herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance.

A 25% 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 date of passage.

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*Claretian Associates, Inc.*

[O2016-7459]

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

SECTION 1. Permission and authority are hereby given and granted to Claretian Associates, Inc., upon the terms and subject to the conditions of this ordinance, to

maintain and use, as now constructed, five (5) bay windows projecting over the public right-of-way adjacent to its premises known as 9100 South Burley Avenue. Said bay windows at South Burley Avenue measure four (4) at eleven point one six (11.16) feet in length and three (3) feet in width for a total of one hundred thirty-three point nine two (133.92) square feet. Said bay window at East 91<sup>st</sup> Street measures one (1) at ten point five (10.5) feet in length and three (3) feet in width for a total of thirty-one point five (31.5) square feet. 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).

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 1124579 herein granted the sum of Three Hundred Seventy-five and no/100 Dollars (\$375.00) per annum, in advance.

A 25% 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 September 8, 2016.

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*Clinton Lake LLC.*

[O2016-7508]

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

SECTION 1. Permission and authority are hereby given and granted to Clinton Lake LLC, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, ten (10) planters on the public right-of-way for beautification purposes adjacent to its premises known as 211 North Clinton Street. Said planters at North Clinton Street measure four (4) at twenty (20) feet in length and six (6) feet in width for a total of four hundred eighty (480) square feet and six (6) at twelve (12) feet in length and six (6) feet in width for a total of four hundred thirty-two (432) square feet. Grantee must allow the required clear and unobstructed space for pedestrian passage at all times per rules and regulations approved by the Department of Transportation. 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 Planning and Development and the Department of Transportation (Division of Project Development).

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 1123417 herein granted the sum of Zero and no/100 Dollars (\$0.00) per annum, in advance.

A 25% 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 May 24, 2016.

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*Conca D'Oro Bakery.*

[O2016-7644]

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

SECTION 1. Permission and authority are hereby given and granted to Conca D'Oro Bakery, 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 6710 North Northwest Highway. Said sign structure measures as follows: along North Northwest Highway, at six point six six (6.66) feet in length, five point eight three (5.83) feet in height and fourteen (14) 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 1124665 herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance.

A 25% 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 November 5, 2013.

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*The Corrib Irish Pub.*

[O2016-7821]

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

SECTION 1. Permission and authority are hereby given and granted to The Corrib Irish Pub, 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 5522 North Elston Avenue. Said sign structure measures as follows: along North Elston Avenue, at two point five (2.5) feet in length, three point five (3.5) feet in height and fifteen (15) 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 1120739 herein granted the sum of One Hundred and no/100 Dollars (\$100.00) per annum, in advance.

A 25% 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 date of passage.



*CVS Pharmacy No. 5394.*

[O2016-7394]

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

SECTION 1. Permission and authority are hereby given and granted to CVS Pharmacy Number 5394, upon the terms and subject to the conditions of this ordinance, to maintain and use three (3) signs projecting over the public right-of-way attached to its premises known as 1200 North Ashland Avenue. Said sign structure measures as follows: along North Ashland Avenue, one (1) at twenty-five point zero eight (25.08) feet in length, three (3) feet in height and seventy-eight (78) feet above grade level. Said sign structure measures as follows: along North Ashland Avenue, one (1) at nine point six six (9.66) feet in length, twelve point one six (12.16) feet in height and twenty-six point five eight (26.58) feet above grade level. Said sign structure measures as follows: along West Division Street, one (1) at twenty-five point zero eight (25.08) feet in length, three (3) feet in height and seventy-eight (78) 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 1124573 herein granted the sum of Nine Hundred and no/100 Dollars (\$900.00) per annum, in advance.

A 25% 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 May 4, 2016.

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*Dermatology Physicians Group LLC.*

[O2016-7811]

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

SECTION 1. Permission and authority are hereby given and granted to Dermatology Physicians Group LLC, 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 2148 North Damen Avenue. Said sign structure measures as follows: along North Damen Avenue, at twenty-seven (27) feet in length, one point five (1.5) feet in height and fifteen (15) 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 1124502 herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance.

A 25% 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 date of passage.

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*Elsewhere LLC.*

[SO2016-7476]

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

SECTION 1. Permission and authority are hereby given and granted to Elsewhere LLC, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use four (4) light fixtures projecting over the public right-of-way adjacent to its premises known as 3204 West Armitage Avenue. Said light fixtures at West Armitage Avenue measure four (4) at one (1) foot in length, one (1) foot in width and thirteen point five (13.5) 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).

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 1124515 herein granted the sum of Seventy-five and no/100 Dollars (\$75.00) per annum, in advance.

A 25% 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 date of passage.

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*Enterprise Leasing Company Of Chicago.*

[O2016-7528]

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

SECTION 1. Permission and authority are hereby given and granted to Enterprise Leasing Company of Chicago, 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 10 East Ohio Street. Said sign structure measures as follows: along East Ohio Street, at five (5) feet in length, five (5) feet in height and sixteen (16) 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 1124626 herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance.

A 25% 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 November 5, 2013.

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*Enterprise Leasing Company Of Chicago LLC.*

[O2016-7519]

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

SECTION 1. Permission and authority are hereby given and granted to Enterprise Leasing Company of Chicago LLC, 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 1842 North Milwaukee Avenue. Said sign structure measures as follows: along North Milwaukee Avenue, at two (2) feet in length, ten (10) feet in height and fourteen point one six (14.16) 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 1124693 herein granted the sum of One Hundred and no/100 Dollars (\$100.00) per annum, in advance.

A 25% 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 July 7, 2016.

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*Enterprise Rent-A-Car.*  
(303 W. Lake St.)

[O2016-7532]

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

SECTION 1. Permission and authority are hereby given and granted to Enterprise Rent-A-Car, 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 303 West Lake Street. Said sign structure measures as follows: along West Lake Street, at thirteen (13) feet in length, two (2) feet in height and twelve (12) 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 1124624 herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance.

A 25% 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 November 5, 2013.

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*Enterprise Rent-A-Car.*  
(201 W. Madison St.)

[O2016-7531]

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

SECTION 1. Permission and authority are hereby given and granted to Enterprise Rent-A-Car, 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 201 West Madison Street. Said sign structure measures as follows: along West Madison Street, at five (5) feet in length, five (5) feet in height and twenty-five (25) 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 1124625 herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance.

A 25% 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 November 5, 2013.

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*Enterprise Rent-A-Car.*  
(5950 N. Western Ave.)

[O2016-7625]

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

SECTION 1. Permission and authority are hereby given and granted to Enterprise Rent-A-Car, 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 5950 North Western Avenue. Said sign structure measures as follows: along North Western Avenue, at seven point five (7.5) feet in length, one point five (1.5) feet in height and ten point zero eight (10.08) 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 1124690 herein granted the sum of One Hundred and no/100 Dollars (\$100.00) per annum, in advance.

A 25% 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 July 6, 2016.

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*Ewing Annex Hotel.*

[O2016-7404]

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

SECTION 1. Permission and authority are hereby given and granted to Ewing Annex Hotel, 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 426 South Clark Street. Said sign structure measures as follows: along South Clark Street, at four (4) feet in length, two (2) feet in height and thirteen (13) 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 1124590 herein granted the sum of One Hundred and no/100 Dollars (\$100.00) per annum, in advance.

A 25% 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 March 10, 2015.

*Exfole8.*

[O2016-7512]

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

SECTION 1. Permission and authority are hereby given and granted to Exfole8, 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 1308 West Madison Street. Said sign structure measures as follows: along West Madison Street, at three (3) feet in length, two (2) feet in height and twenty (20) 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 1123721 herein granted the sum of One Hundred and no/100 Dollars (\$100.00) per annum, in advance.

A 25% 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 date of passage.

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*Fado Irish Pub.*

[O2016-7535]

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

SECTION 1. Permission and authority are hereby given and granted to Fado Irish Pub, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, ten (10) light fixtures projecting over the public right-of-way adjacent to its premises known as 100 West Grand Avenue. Said light fixtures at West Grand Avenue measure ten (10) at one point six (1.6) feet in length, point five (.5) foot in width and



fifteen (15) 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).

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 1107712 herein granted the sum of One Hundred Twenty and no/100 Dollars (\$120.00) per annum, in advance.

A 25% 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 July 30, 2013.

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*Fireside Tavern And Grill.*

[O2016-7628]

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

SECTION 1. Permission and authority are hereby given and granted to Fireside Tavern and Grill, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) step on the public right-of-way adjacent to its premises known as 5739 North Ravenswood Avenue. Said step at North Ravenswood Avenue measures eight (8) feet in length and point five eight (.58) foot in width for a total of four point six four (4.64) square feet. 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).

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 1123837 herein granted the sum of Four Hundred and no/100 Dollars (\$400.00) per annum, in advance.

A 25% 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 July 6, 2016.

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*Flo & Santo.*

[O2016-7403]

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

SECTION 1. Permission and authority are hereby given and granted to Flo & Santo, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, three (3) light fixtures projecting over the public right-of-way adjacent to its premises known as 1310 South Wabash Avenue. Said light fixtures at South Wabash Avenue measure three (3) at two point one six (2.16) feet in length, one point three three (1.33) feet in width and fifteen (15) 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).

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 1124678 herein granted the sum of Eighty-five and no/100 Dollars (\$85.00) per annum, in advance.

A 25% 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 May 4, 2016.

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*Floyd's 99 Illinois LLC.*

[O2016-7662]

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

SECTION 1. Permission and authority are hereby given and granted to Floyd's 99 Illinois LLC, 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 1401 West Irving Park Road. Said sign structure measures as follows: along West Irving Park Road, at eight (8) feet in length, two point three five (2.35) feet in height and twelve point five (12.5) 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 1123964 herein granted the sum of One Hundred and no/100 Dollars (\$100.00) per annum, in advance.

A 25% 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 date of passage.

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*Gale Street Inn.*

[O2016-7823]

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

SECTION 1. Permission and authority are hereby given and granted to Gale Street Inn, 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 4914 North Milwaukee Avenue. Said sign structure measures as follows: along North Milwaukee Avenue, at six (6) feet in length, six (6) feet in height and sixteen (16) 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 1124755 herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance.

A 25% 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 October 5, 2016.

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*Garrett Popcorn Shops.*

[O2016-7538]

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

SECTION 1. Permission and authority are hereby given and granted to Garrett Popcorn Shops, 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 625 North Michigan Avenue. Said sign structure measures as follows: along North Michigan Avenue, at seven (7) feet in length, three (3) feet in height and ten (10) 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 1124645 herein granted the sum of One Hundred and no/100 Dollars (\$100.00) per annum, in advance.

A 25% 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 May 13, 2014.

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*Gerber Collision & Glass.*

[O2016-7812]

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

SECTION 1. Permission and authority are hereby given and granted to Gerber Collision & Glass, upon the terms and subject to the conditions of this ordinance, to maintain and use three (3) signs projecting over the public right-of-way attached to its premises known as 3015 -- 3029 North Kedzie Avenue. Said sign structures measure as follows: along North Kedzie Avenue, one (1) at four (4) feet in length, four (4) feet in height and fourteen (14) feet above grade level, one (1) at thirteen point five eight (13.58) feet in length, four point seven five (4.75) feet in height and fourteen (14) feet above grade level and one (1) at eleven (11) feet in length, three point six seven (3.67) feet in height and fourteen (14) 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 1120175 herein granted the sum of Seven Hundred and no/100 Dollars (\$700.00) per annum, in advance.

A 25% 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 date of passage.

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*Goode Plumbing LLC.*

[O2016-7608]

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

SECTION 1. Permission and authority are hereby given and granted to Goode Plumbing LLC, 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 4594 North Elston Avenue. Said sign structure measures as follows: along North Elston Avenue, at eighteen (18) feet in length, four point five (4.5) feet in height and ten (10) 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 1124339 herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance.

A 25% 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 date of passage.

Google.

[O2016-7545]

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

SECTION 1. Permission and authority are hereby given and granted to Google, 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 320 North Morgan Street. Said sign structure measures as follows: along North Morgan Street, at twenty-two (22) feet in length, seven point two five (7.25) feet in height and twenty-six (26) 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 1123723 herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance.

A 25% 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 date of passage.

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Grassroots.

[O2016-7820]

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

SECTION 1. Permission and authority are hereby given and granted to Grassroots, 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 3747 North Southport Avenue. Said sign structure measures as follows: along North Southport Avenue, at seventeen point five (17.5) feet in length, three (3) feet in height and

twelve (12) 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 1124764 herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance.

A 25% 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 September 8, 2016.

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*The Gray.*

[O2016-7540]

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

SECTION 1. Permission and authority are hereby given and granted to The Gray, 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 39 South LaSalle Street. Said sign structure measures as follows: along South LaSalle Street, at eleven point one seven (11.17) feet in length, one point one seven (1.17) feet in height and twelve (12) 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 1124392 herein granted the sum of One Hundred and no/100 Dollars (\$100.00) per annum, in advance.

A 25% 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 date of passage.

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*The Grind Cafe, Inc.*

[O2016-7825]

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

SECTION 1. Permission and authority are hereby given and granted to The Grind Cafe, Inc., 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 4613 North Lincoln Avenue. Said sign structure measures as follows: along North Lincoln Avenue, at three (3) feet in length, two point five (2.5) feet in height and ten (10) 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 1124770 herein granted the sum of One Hundred and no/100 Dollars (\$100.00) per annum, in advance.

A 25% 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 October 4, 2016.

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*The Heritage At Millennium Park Condominium Association.  
(Caisson)*

[O2016-7544]

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

SECTION 1. Permission and authority are hereby given and granted to The Heritage at Millennium Park Condominium Association, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) caisson under the public right-of-way adjacent to its premises known as 130 North Garland Court. Said caisson at North Garland Court measures ten (10) feet in length and two point nine one (2.91) feet in width for a total of twenty-nine point one (29.1) square feet. Existing caisson is approximately eighty-five (85) feet below 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 Planning and Development and the Department of Transportation (Office of Underground Coordination).

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 1124680 herein granted the sum of Four Hundred and no/100 Dollars (\$400.00) per annum, in advance.

A 25% 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 July 25, 2016.

*The Heritage At Millennium Park Condominium Association.*  
(Planters)

[O2016-7557]

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

SECTION 1. Permission and authority are hereby given and granted to The Heritage at Millennium Park Condominium Association, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, four (4) planters on the public right-of-way for beautification purposes adjacent to its premises known as 130 North Garland Court. Said planter at North Garland Court measures one (1) at thirty-five (35) feet in length and five (5) feet in width for a total of one hundred seventy-five (175) square feet. Said planter at North Garland Court measures one (1) at fifteen (15) feet in length and five (5) feet in width for a total of seventy-five (75) square feet. Said planter at North Garland Court measures one (1) at nineteen (19) feet in length and five (5) feet in width for a total of ninety-five (95) square feet. Said planter at North Garland Court measures one (1) at forty-three point five eight (43.58) feet in length and six point seven five (6.75) feet in width for a total of two hundred ninety-four point one seven (294.17) square feet. Grantee must allow the required clear and unobstructed space for pedestrian passage at all times per rules and regulations approved by the Department of Transportation. 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 Planning and Development and the Department of Transportation (Division of Project Development).

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 1124684 herein granted the sum of Zero and no/100 Dollars (\$0.00) per annum, in advance.

A 25% 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 July 25, 2016.

*The Heritage At Millennium Park Condominium Association.  
(Vault)*

[O2016-7558]

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

SECTION 1. Permission and authority are hereby given and granted to The Heritage at Millennium Park Condominium Association, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) vault under the public right-of-way adjacent to its premises known as 130 North Garland Court. Said vault at East Randolph Street measures twenty-six point five eight (26.58) feet in length and seven point five eight (7.58) feet in width for a total of two hundred one point four eight (201.48) square feet. 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 (Office of Underground Coordination).

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 1124681 herein granted the sum of Six Hundred Seventy-seven and no/100 Dollars (\$677.00) per annum, in advance.

A 25% 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 July 25, 2016.

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*Horizon Group Management LLC.*

[O2016-7633]

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

SECTION 1. Permission and authority are hereby given and granted to Horizon Group Management LLC, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, twelve (12) balconies projecting over the public right-of-way adjacent to its premises known as 4759 North Maplewood Avenue. Said

balconies at North Maplewood Avenue measure twelve (12) at seven (7) feet in length and four (4) feet in width for a total of three hundred thirty-six (336) square feet. 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 Planning and Development and the Department of Transportation (Division of Project Development).

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 1124623 herein granted the sum of Nine Hundred and no/100 Dollars (\$900.00) per annum, in advance.

A 25% 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 September 8, 2016.

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*Imperial Lighting Maintenance Company.*

[O2016-7617]

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

SECTION 1. Permission and authority are hereby given and granted to Imperial Lighting Maintenance Company, upon the terms and subject to the conditions of this ordinance, to maintain and use two (2) signs projecting over the public right-of-way attached to its premises known as 4555 North Elston Avenue. Said sign structures measure as follows: along North Elston Avenue, one (1) at five (5) feet in length, ten (10) feet in height and twelve (12) feet above grade level and one (1) at five (5) feet in length, ten (10) feet in height and twelve (12) 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 1124688 herein granted the sum of Six Hundred and no/100 Dollars (\$600.00) per annum, in advance.

A 25% 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 October 5, 2016.

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*Interpark.*  
(50 E. Ohio St.)

[O2016-7563]

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

SECTION 1. Permission and authority are hereby given and granted to Interpark, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, fifty-eight (58) planters projecting over the public right-of-way for beautification purposes adjacent to its premises known as 50 East Ohio Street. Said planters at North Rush Street measure twenty-eight (28) at six (6) feet in length and one point five (1.5) feet in width for a total of two hundred fifty-two (252) square feet. Said planters at North Wabash Avenue measure thirty (30) at six (6) feet in length and one point five (1.5) feet in width for a total of two hundred seventy (270) square feet. Grantee must allow the required clear and unobstructed space for pedestrian passage at all times per rules and regulations approved by the Department of Transportation. 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 Planning and Development and the Department of Transportation (Division of Project Development).

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 1110856 herein granted the sum of Zero and no/100 Dollars (\$0.00) per annum, in advance.

A 25% 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 February 11, 2014.

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*Interpark.*  
(177 N. Wells St.)

[O2016-7564]

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

SECTION 1. Permission and authority are hereby given and granted to Interpark, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one hundred fifty-nine (159) planters projecting over the public right-of-way for beautification purposes adjacent to its premises known as 177 North Wells Street. Said planters at West Lake Street measure fifty-six (56) at six (6) feet in length and one point five (1.5) feet in width for a total of five hundred four (504) square feet and twelve (12) at four (4) feet in length and one point five (1.5) feet in width for a total of seventy-two (72) square feet. Said planters at North Wells Street measure eighty (80) at six (6) feet in length and one point five (1.5) feet in width for a total of seven hundred twenty (720) square feet and eleven (11) at four (4) feet in length and one point five (1.5) feet in width for a total of sixty-six (66) square feet. Grantee must allow the required clear and unobstructed space for pedestrian passage at all times per rules and regulations approved by the Department of Transportation. 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 Planning and Development and the Department of Transportation (Division of Project Development).

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 1110857 herein granted the sum of Zero and no/100 Dollars (\$0.00) per annum, in advance.

A 25% 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 February 11, 2014.

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*JSF Insurance Agency, Inc.*

[O2016-7816]

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

SECTION 1. Permission and authority are hereby given and granted to JSF Insurance Agency, Inc., 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 4911 North Lincoln Avenue. Said sign structure measures as follows: along North Lincoln Avenue, at seven point one seven (7.17) feet in length, four point eight three (4.83) feet in height and nine (9) 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 1124756 herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance.

A 25% 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 October 5, 2016.

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*Fred Krehbiel.*

[O2016-7440]

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

SECTION 1. Permission and authority are hereby given and granted to Fred Krehbiel, upon the terms and subject to the conditions of this ordinance, to construct, install,



maintain and use twenty-three (23) light fixtures projecting over the public right-of-way adjacent to its premises known as 1260 North Lake Shore Drive. Said light fixtures at East Goethe Street measure twelve (12) at point zero eight (.08) foot in length, point zero eight (.08) foot in width and one (1) foot above grade level. Said light fixtures at North Lake Shore Drive measure eleven (11) at point zero eight (.08) foot in length, point zero eight (.08) foot in width and one (1) foot 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).

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 1124661 herein granted the sum of One Hundred Seventy-five and no/100 Dollars (\$175.00) per annum, in advance.

A 25% 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 date of passage.

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*La Fontanella.*

[O2016-7486]

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

SECTION 1. Permission and authority are hereby given and granted to La Fontanella, 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 2414 South Oakley Avenue. Said sign structure measures as follows: along South Oakley Avenue, at seven point eight (7.8) feet in length, three (3) feet in height and nine point six (9.6) 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 1124597 herein granted the sum of One Hundred and no/100 Dollars (\$100.00) per annum, in advance.

A 25% 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 July 26, 2016.

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*La Michoacana Premium.*

[O2016-7814]

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

SECTION 1. Permission and authority are hereby given and granted to La Michoacana Premium, 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 3509 West Lawrence Avenue. Said sign structure measures as follows: along West Lawrence Avenue, at eighteen point five (18.5) feet in length, one point five (1.5) feet in height and nine (9) 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 1124467 herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance.

A 25% 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 date of passage.

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*Lake Shore Plaza.*  
(432 E. Grand Ave.)

[O2016-7570]

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

SECTION 1. Permission and authority are hereby given and granted to Lake Shore Plaza, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, fourteen (14) light fixtures projecting over the public right-of-way adjacent to its premises known as 432 East Grand Avenue. Said light fixtures at East Grand Avenue measure fourteen (14) at two (2) feet in length, two (2) feet in width and sixteen (16) 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).

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 1124617 herein granted the sum of One Hundred Forty and no/100 Dollars (\$140.00) per annum, in advance.

A 25% 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 date of passage.

*Lake Shore Plaza.*  
(436 E. Grand Ave.)

[O2016-7572]

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

SECTION 1. Permission and authority are hereby given and granted to Lake Shore Plaza, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, four (4) light fixtures projecting over the public right-of-way adjacent to its premises known as 436 East Grand Avenue. Said light fixtures at East Grand Avenue measure four (4) at two (2) feet in length, two (2) feet in width and sixteen (16) 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).

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 1124621 herein granted the sum of Ninety and no/100 Dollars (\$90.00) per annum, in advance.

A 25% 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 date of passage.

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*Lake Shore Plaza.*  
(440 E. Grand Ave.)

[O2016-7575]

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

SECTION 1. Permission and authority are hereby given and granted to Lake Shore Plaza, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, four (4) light fixtures projecting over the public right-of-way adjacent to its premises known as 440 East Grand Avenue. Said light fixtures at East Grand Avenue

measure four (4) at two (2) feet in length, two (2) feet in width and sixteen (16) 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).

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 1124619 herein granted the sum of Ninety and no/100 Dollars (\$90.00) per annum, in advance.

A 25% 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 date of passage.

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*Laxi Liquor.*

[O2016-7585]

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

SECTION 1. Permission and authority are hereby given and granted to Laxi Liquor, 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 6922 West Grand Avenue. Said sign structure measures as follows: along West Grand Avenue, at ten (10) feet in length, twelve (12) feet in height and twelve (12) 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 1124099 herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance.

A 25% 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 date of passage.

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*Leader Bar.*

[O2016-7813]

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

SECTION 1. Permission and authority are hereby given and granted to Leader Bar, 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 3000 West Irving Park Road. Said sign structure measures as follows: along West Irving Park Road, at four (4) feet in length, two point one six (2.16) feet in height and twelve (12) 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 1124762 herein granted the sum of One Hundred and no/100 Dollars (\$100.00) per annum, in advance.

A 25% 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 July 6, 2016.

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*Mama's Boy.*

[O2016-7579]

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

SECTION 1. Permission and authority are hereby given and granted to Mama's Boy, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use one (1) light fixture projecting over the public right-of-way adjacent to its premises known as 445 North Dearborn Street. Said light fixture at North Dearborn Street measures one (1) foot in length, one point three three (1.33) feet in width and eight point five eight (8.58) 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).

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 1124524 herein granted the sum of Seventy-five and no/100 Dollars (\$75.00) per annum, in advance.

A 25% 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 date of passage.

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*MB Financial Bank.*

[O2016-7546]

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

SECTION 1. Permission and authority are hereby given and granted to MB Financial Bank, upon the terms and subject to the conditions of this ordinance, to construct, install,

maintain and use five (5) banners projecting over the public right-of-way adjacent to its premises known as 932 West Randolph Street. Said banners at West Randolph Street measure five (5) at one point one seven (1.17) feet in length and six (6) feet in width for a total of thirty-five point one (35.1) square feet. 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 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 1124007 herein granted the sum of One Hundred Seventy-five and no/100 Dollars (\$175.00) per annum, in advance.

A 25% 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 date of passage.

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*McGrath City Honda.*

[O2016-7815]

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

SECTION 1. Permission and authority are hereby given and granted to McGrath City Honda, 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 6701 West Grand Avenue. Said sign structure measures as follows: along West Grand Avenue, at eight (8) feet in length, sixteen point nine two (16.92) feet in height and point five (.5) foot 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 1123166 herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance.

A 25% 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 date of passage.

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*Richard N. Messeresmith.*

[O2016-7479]

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

SECTION 1. Permission and authority are hereby given and granted to Richard N. Messeresmith, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, two (2) bay windows projecting over the public right-of-way adjacent to its premises known as 1658 North Harding Avenue. Said bay windows at North Harding Avenue measure two (2) at six point five eight (6.58) feet in length and one point five (1.5) feet in width for a total of nineteen point seven four (19.74) square feet. 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).

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 1124565 herein granted the sum of One Hundred Fifty and no/100 Dollars (\$150.00) per annum, in advance.

A 25% 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 May 4, 2016.

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*Mirai Sushi.*

[O2016-7396]

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

SECTION 1. Permission and authority are hereby given and granted to Mirai Sushi, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) windscreen on the public right-of-way adjacent to its premises known as 2020 West Division Street. Said windscreen at West Division Street measures eleven point nine two (11.92) feet in length and seven (7) feet in width for a total of eighty-three point four four (83.44) square feet. 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).

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 1124582 herein granted the sum of Four Hundred and no/100 Dollars (\$400.00) per annum, in advance.

A 25% 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 June 27, 2016.

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*Miska's/Eva's Sports Bar.*

[O2016-7556]

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

SECTION 1. Permission and authority are hereby given and granted to Miska's/Eva's Sports Bar, upon the terms and subject to the conditions of this ordinance, to maintain and

use, as now constructed, five (5) light fixtures projecting over the public right-of-way adjacent to its premises known as 7171 -- 7173 West Grand Avenue. Said light fixtures at West Grand Avenue measure five (5) at one (1) foot in length, four (4) feet in width and twelve (12) 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).

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 1124697 herein granted the sum of Ninety-five and no/100 Dollars (\$95.00) per annum, in advance.

A 25% 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 date of passage.

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*Steve And Mary Molo.*  
(Privilege No. 1124492)

[O2016-7646]

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

SECTION 1. Permission and authority are hereby given and granted to Steve and Mary Molo, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use one (1) fence on the public right-of-way adjacent to its premises known as 341 West Wellington Avenue. Said fence at West Wellington Avenue measures eighty-nine point seven five (89.75) feet in length and one point four two (1.42) feet in width for a total of one hundred twenty-seven point four five (127.45) square feet. Said fence shall be approximately one point five (1.5) feet in height and located along the parkway. 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).

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 1124492 herein granted the sum of Zero and no/100 Dollars (\$0.00) per annum, in advance.

A 25% 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 date of passage.

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*Steve And Mary Molo.*  
(Privilege No. 1124493)

[O2016-7653]

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

SECTION 1. Permission and authority are hereby given and granted to Steve and Mary Molo, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use one (1) fence on the public right-of-way adjacent to its premises known as 341 West Wellington Avenue. Said fence at West Wellington Avenue measures forty-nine (49) feet in length and approximately four (4) feet in height. 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).

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 1124493 herein granted the sum of Four Hundred and no/100 Dollars (\$400.00) per annum, in advance.

A 25% 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 date of passage.

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*Northwestern Memorial Hospital.*

[O2016-7580]

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

SECTION 1. Permission and authority are hereby given and granted to Northwestern Memorial Hospital, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, two (2) catch basins under the public right-of-way adjacent to its premises known as 201 East Superior Street. Said catch basin at East Superior Street (catch basin) measures one (1) at five (5) feet in length and five (5) feet in width for a total of twenty-five (25) square feet. Said catch basin at East Superior Street (drain tile) measures one (1) at thirty (30) feet in length and five (5) feet in width for a total of one hundred fifty (150) square feet. 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 (Office of Underground Coordination) and the Department of Water Management.

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 1124526 herein granted the sum of Eight Hundred and no/100 Dollars (\$800.00) per annum, in advance.

A 25% 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 September 13, 2016.

*NTB No. 496.*

[O2016-7574]

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

SECTION 1. Permission and authority are hereby given and granted to NTB Number 496, 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 2819 North Central Avenue. Said sign structure measures as follows: along North Central Avenue, at fifteen point five (15.5) feet in length, five (5) feet in height and ten (10) 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 1124152 herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance.

A 25% 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 date of passage.

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*One Medical Group.*

[O2016-7819]

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

SECTION 1. Permission and authority are hereby given and granted to One Medical Group, 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 415 North LaSalle Drive. Said sign structure measures as follows: along North LaSalle Drive, at two point seven five (2.75) feet in length, twenty-five (25) feet in height and

twenty (20) 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 1123168 herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance.

A 25% 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 date of passage.

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*Opart Thai.*

[O2016-7549]

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

SECTION 1. Permission and authority are hereby given and granted to Opart Thai, 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 1371 West Chicago Avenue. Said sign structure measures as follows: along West Chicago Avenue, at eight (8) feet in length, four (4) feet in height and nine (9) 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 1123513 herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance.

A 25% 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 date of passage.

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*Parkview Grocer.*

[O2016-7444]

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

SECTION 1. Permission and authority are hereby given and granted to Parkview Grocer, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use five (5) light fixtures projecting over the public right-of-way adjacent to its premises known as 1940 North Clark Street. Said light fixtures at North Clark Street measure five (5) at point eight three (.83) foot in length, one point five (1.5) feet in width and fourteen (14) 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).

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 1124715 herein granted the sum of Ninety-five and no/100 Dollars (\$95.00) per annum, in advance.

A 25% 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 date of passage.

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*Paul Ries & Son.*

[O2016-7478]

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

SECTION 1. Permission and authority are hereby given and granted to Paul Ries & Son, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) security camera projecting over the public right-of-way for security purposes adjacent to its premises known as 3936 -- 3940 West Armitage Avenue. Said security camera at West Armitage Avenue measures one (1) foot in length, one point five (1.5) feet in width and eighteen (18) 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 Planning and Development and the Department of Transportation (Division of Project Development).

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 1115376 herein granted the sum of Zero and no/100 Dollars (\$0.00) per annum, in advance.

A 25% 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 November 5, 2013.

*Pompei Bakery.*

[O2016-7501]

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

SECTION 1. Permission and authority are hereby given and granted to Pompei Bakery, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, a portion of a public alley for occupation of space adjacent to its premises known as 1531 West Taylor Street. Said occupation of space at north/south alley bound by: West Taylor Street, West Fillmore Street, South Ashland Avenue and South Laflin Street measures sixty (60) feet in length and ten (10) feet in width for a total of six hundred (600) square feet. Along the public alley there will be no fencing of said occupation of space. The public way is used for the purpose of customers to use Pompei Bakery pick up window. 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 Planning and Development, the Department of Transportation (Division of Project Development) and the Department of Transportation (Office of Underground Coordination).

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 1123981 herein granted the sum of One Thousand Seven Hundred Fourteen and no/100 Dollars (\$1,714.00) per annum, in advance.

A 25% 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 June 28, 2016.

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*Pork And Mindy's.*

[O2016-7400]

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

SECTION 1. Permission and authority are hereby given and granted to Pork and Mindy's, upon the terms and subject to the conditions of this ordinance, to maintain and

use two (2) signs projecting over the public right-of-way attached to its premises known as 1623 North Milwaukee Avenue. Said sign structures measure as follows: along North Milwaukee Avenue, one (1) at nineteen (19) feet in length, four point five (4.5) feet in height and thirteen (13) feet above grade level and one (1) at three point one seven (3.17) feet in length, four (4) feet in height and nine (9) 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 1122279 herein granted the sum of Four Hundred and no/100 Dollars (\$400.00) per annum, in advance.

A 25% 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 date of passage.

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*Pottery Barn No. 994.*

[O2016-7401]

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

SECTION 1. Permission and authority are hereby given and granted to Pottery Barn Number 994, upon the terms and subject to the conditions of this ordinance, to maintain and use two (2) signs projecting over the public right-of-way attached to its premises known as 1000 West North Avenue. Said sign structures measure as follows: along West North Avenue, one (1) at twenty-five point five (25.5) feet in length, three point four two (3.42) feet in height and fifteen (15) feet above grade level and one (1) at thirteen (13) feet in length, one point six seven (1.67) feet in height and twenty-two (22) 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 1124465 herein granted the sum of Four Hundred and no/100 Dollars (\$400.00) per annum, in advance.

A 25% 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 date of passage.

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*PPF SS 2751 North Clybourn.*

[O2016-7521]

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

SECTION 1. Permission and authority are hereby given and granted to PPF SS 2751 North Clybourn, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use two (2) bollards on the public right-of-way adjacent to its premises known as 2757 North Clybourn Avenue. Said bollards at North Clybourn Avenue measure two (2) at point five (.5) foot in length and point five (.5) foot in width for a total of point five (.5) square foot. 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 Planning and Development and the Department of Transportation (Division of Project Development).

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 1124657 herein granted the sum of One Hundred Fifty and no/100 Dollars (\$150.00) per annum, in advance.

A 25% 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 date of passage.

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*Pret A Manger.*

[O2016-7595]

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

SECTION 1. Permission and authority are hereby given and granted to Pret A Manger, upon the terms and subject to the conditions of this ordinance, to maintain and use two (2) signs projecting over the public right-of-way attached to its premises known as 73 West Monroe Street. Said sign structure measures as follows: along West Monroe Street, one (1) at thirty-one point five (31.5) feet in length, four (4) feet in height and twelve (12) feet above grade level. Said sign structure measures as follows: along West Monroe Street, one (1) at two (2) feet in length, two (2) feet in height and nine (9) 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 1124444 herein granted the sum of Four Hundred and no/100 Dollars (\$400.00) per annum, in advance.

A 25% 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 June 8, 2016.

*Promiseland Learning Center, Inc.*

[O2016-7590]

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

SECTION 1. Permission and authority are hereby given and granted to Promiseland Learning Center, Inc., upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) door swing on the public right-of-way adjacent to its premises known as 6203 West Montrose Avenue. Said door swing at West Montrose Avenue measures three (3) feet in length and one point five (1.5) feet in width for a total of four point five (4.5) square feet. 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).

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 1123724 herein granted the sum of Seventy-five and no/100 Dollars (\$75.00) per annum, in advance.

A 25% 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 date of passage.

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*Providence St. Mel High School.*

[O2016-7504]

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

SECTION 1. Permission and authority are hereby given and granted to Providence St. Mel High School, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) conduit under the public right-of-way adjacent to its premises known as 119 South Central Park Boulevard. Said conduit at West Monroe Street measures thirty-nine (39) feet in length and point two (.2) foot in width

for a total of seven point eight (7.8) square feet. 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 Department of Transportation (Office of Underground Coordination).

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 1124629 herein granted the sum of Four Hundred and no/100 Dollars (\$400.00) per annum, in advance.

A 25% 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 October 2, 2015.

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*The Rail Bar & Grill.*

[O2016-7824]

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

SECTION 1. Permission and authority are hereby given and granted to The Rail Bar & Grill, 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 4709 North Damen Avenue. Said sign structure measures as follows: along North Damen Avenue, at six (6) feet in length, three (3) feet in height and fifteen (15) 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 1124729 herein granted the sum of One Hundred and no/100 Dollars (\$100.00) per annum, in advance.

A 25% 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 October 4, 2016.

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*Ravens.*

[O2016-7446]

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

SECTION 1. Permission and authority are hereby given and granted to Ravens, 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 2326 North Clark Street. Said sign structure measures as follows: along North Clark Street, at seven point six seven (7.67) feet in length, four (4) feet in height and thirteen point seven five (13.75) 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 1124658 herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance.

A 25% 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 date of passage.

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*Rehabilitation Institute Of Chicago.*

[O2016-7601]

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

SECTION 1. Permission and authority are hereby given and granted to Rehabilitation Institute of Chicago, upon the terms and subject to the conditions of this ordinance, to maintain and use two (2) signs projecting over the public right-of-way attached to its premises known as 355 East Erie Street. Said sign structure measures as follows: along East Erie Street, one (1) at twenty-two point two five (22.25) feet in length, six (6) feet in height and seven point two five (7.25) feet above grade level. Said sign structure measures as follows: along East Erie Street, one (1) at four point one seven (4.17) feet in length, seven (7) feet in height and seven (7) 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 1124445 herein granted the sum of Six Hundred and no/100 Dollars (\$600.00) per annum, in advance.

A 25% 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 date of passage.

*Rogers Park Vintage Management LLC.*

[O2016-7656]

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

SECTION 1. Permission and authority are hereby given and granted to Rogers Park Vintage Management LLC, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) door swing on the public right-of-way adjacent to its premises known as 1821 West Berteau Avenue. Said door swing at West Berteau Avenue measures three point five (3.5) feet in length and three point five (3.5) feet in width for a total of twelve point two five (12.25) square feet. 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).

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 1124633 herein granted the sum of Seventy-five and no/100 Dollars (\$75.00) per annum, in advance.

A 25% 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 July 28, 2016.

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*Ronero.*

[O2016-7808]

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

SECTION 1. Permission and authority are hereby given and granted to Ronero, 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 738 West Randolph Street. Said sign structure measures as follows: along West Randolph Street, at eleven (11) feet in length, two (2) feet in height and fourteen (14) 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 1124210 herein granted the sum of One Hundred and no/100 Dollars (\$100.00) per annum, in advance.

A 25% 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 date of passage.

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*Room 7.*

[O2016-7804]

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

SECTION 1. Permission and authority are hereby given and granted to Room 7, 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 7 West Division Street. Said sign structure measures as follows: along West Division Street, at one point six seven (1.67) feet in length, two point seven five (2.75) feet in height and four (4) 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 1124098 herein granted the sum of One Hundred and no/100 Dollars (\$100.00) per annum, in advance.

A 25% 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 date of passage.

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*Royal Savings Bank.*  
(5400 S. Pulaski Rd.)

[O2016-7472]

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

SECTION 1. Permission and authority are hereby given and granted to Royal Savings Bank, 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 5400 South Pulaski Road. Said sign structure measures as follows: along South Pulaski Road, at ten (10) feet in length, twelve (12) feet in height and nine point three three (9.33) 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 1124268 herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance.

A 25% 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 date of passage.

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*Royal Savings Bank.*  
(1823 W. 47<sup>th</sup> St.)

[O2016-7805]

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

SECTION 1. Permission and authority are hereby given and granted to Royal Savings Bank, 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 1823 West 47<sup>th</sup> Street. Said sign structure measures as follows: along West 47<sup>th</sup> Street, at eight (8) feet in length, five (5) feet in height and twenty-two point five (22.5) 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 1124265 herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance.

A 25% 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 date of passage.

*Safeguard Self Storage.*

[O2016-7465]

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

SECTION 1. Permission and authority are hereby given and granted to Safeguard Self Storage, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use one (1) bollard on the public right-of-way adjacent to its premises known as 1909 West 95<sup>th</sup> Street. Said bollard at West 95<sup>th</sup> Street measures point five (.5) foot in length and point five (.5) foot in width for a total of point two five (.25) square foot. 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 Planning and Development and the Department of Transportation (Division of Project Development).

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 1124557 herein granted the sum of Seventy-five and no/100 Dollars (\$75.00) per annum, in advance.

A 25% 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 date of passage.

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*Sarpino's Pizzeria.*

[O2016-7522]

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

SECTION 1. Permission and authority are hereby given and granted to Sarpino's Pizzeria, 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 1852 North Damen Avenue. Said sign structure measures as follows: along North Damen Avenue, at seven point three three (7.33) feet in length, two point five (2.5) feet in height

and twelve (12) 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 1124589 herein granted the sum of One Hundred and no/100 Dollars (\$100.00) per annum, in advance.

A 25% 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 September 8, 2016.

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*Scooter's Frozen Custard LLC.*

[O2016-7659]

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

SECTION 1. Permission and authority are hereby given and granted to Scooter's Frozen Custard LLC, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, four (4) planters on the public right-of-way for beautification purposes adjacent to its premises known as 1658 West Belmont Avenue. Said planters at North Paulina Street measure four (4) at two (2) feet in length and two (2) feet in width for a total of sixteen (16) square feet. Grantee must allow the required clear and unobstructed space for pedestrian passage at all times per rules and regulations approved by the Department of Transportation. 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 Planning and Development and the Department of Transportation (Division of Project Development).

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 1114414 herein granted the sum of Zero and no/100 Dollars (\$0.00) per annum, in advance.

A 25% 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 July 29, 2014.

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*Shoreham Development Group LLC.*

[O2016-7603]

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

SECTION 1. Permission and authority are hereby given and granted to Shoreham Development Group LLC, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, three (3) planters on the public right-of-way for beautification purposes adjacent to its premises known as 400 East South Water Street. Said planter at East South Water Street measures one (1) at sixty (60) feet in length and six point six (6.6) feet in width for a total of three hundred ninety-six (396) square feet. Said planter at East South Water Street measures one (1) at twenty-five (25) feet in length and six point six (6.6) feet in width for a total of one hundred sixty-five (165) square feet. Said planter at East South Water Street measures one (1) at fifteen (15) feet in length and six point six (6.6) feet in width for a total of ninety-nine (99) square feet. Grantee must allow the required clear and unobstructed space for pedestrian passage at all times per rules and regulations approved by the Department of Transportation. 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 Planning and Development and the Department of Transportation (Division of Project Development).

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 1123483 herein granted the sum of Zero and no/100 Dollars (\$0.00) per annum, in advance.



A 25% 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 December 14, 2015.

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*Sight Optical.*

[O2016-7578]

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

SECTION 1. Permission and authority are hereby given and granted to Sight Optical, 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 1800 North Milwaukee Avenue. Said sign structure measures as follows: along North Milwaukee Avenue, at two point five (2.5) feet in length, three point one seven (3.17) feet in height and nine point five (9.5) 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 1124483 herein granted the sum of One Hundred and no/100 Dollars (\$100.00) per annum, in advance.

A 25% 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 date of passage.

*Southeast Chicago Chamber Of Commerce.*  
(7901 S. Stony Island Ave.)

[O2016-7413]

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

SECTION 1. Permission and authority are hereby given and granted to Southeast Chicago Chamber of Commerce, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use one (1) trash container on the public right-of-way adjacent to its premises known as 7901 South Stony Island Avenue. Said trash container at South Stony Island Avenue measures two point two five (2.25) feet in length and two point two five (2.25) feet in width for a total of five point zero six (5.06) square feet. Said trash container is approximately forty-six (46) inches in height. 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).

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 1112108 herein granted the sum of Seventy-five and no/100 Dollars (\$75.00) per annum, in advance.

A 25% 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 date of passage.

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*Southeast Chicago Chamber Of Commerce.*  
(8240 S. Stony Island Ave.)

[O2016-7416]

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

SECTION 1. Permission and authority are hereby given and granted to Southeast Chicago Chamber of Commerce, upon the terms and subject to the conditions of this

ordinance, to construct, install, maintain and use one (1) trash container on the public right-of-way adjacent to its premises known as 8240 South Stony Island Avenue. Said trash container at South Stony Island Avenue measures two point two five (2.25) feet in length and two point two five (2.25) feet in width for a total of five point zero six (5.06) square feet. Trash container is approximately forty-six (46) inches in height. 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).

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 1111884 herein granted the sum of Seventy-five and no/100 Dollars (\$75.00) per annum, in advance.

A 25% 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 date of passage.

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*Southeast Chicago Chamber Of Commerce.*  
(8650 S. Stony Island Ave.)

[O2016-7417]

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

SECTION 1. Permission and authority are hereby given and granted to Southeast Chicago Chamber of Commerce, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use one (1) trash container on the public right-of-way adjacent to its premises known as 8650 South Stony Island Avenue. Said trash container at South Stony Island Avenue measures two point two five (2.25) feet in length and two point two five (2.25) feet in width for a total of five point zero six (5.06) square feet. Said trash container is approximately forty-six (46) inches in height. 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).

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 1112196 herein granted the sum of Seventy-five and no/100 Dollars (\$75.00) per annum, in advance.

A 25% 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 date of passage.

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*Southeast Chicago Chamber Of Commerce.*  
(9106 S. Stony Island Ave.)

[O2016-7433]

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

SECTION 1. Permission and authority are hereby given and granted to Southeast Chicago Chamber of Commerce, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use one (1) trash container on the public right-of-way adjacent to its premises known as 9106 South Stony Island Avenue. Said trash container at South Stony Island Avenue measures two point two five (2.25) feet in length and two point two five (2.25) feet in width for a total of five point zero six (5.06) square feet. Said trash container shall be approximately forty-six (46) inches in height. 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).

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 1112198 herein granted the sum of Seventy-five and no/100 Dollars (\$75.00) per annum, in advance.

A 25% 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 date of passage.

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*Southeast Chicago Chamber Of Commerce.*  
(1100 E. 87<sup>th</sup> St.)  
(Privilege No. 1112095)

[O2016-7437]

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

SECTION 1. Permission and authority are hereby given and granted to Southeast Chicago Chamber of Commerce, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use one (1) trash container on the public right-of-way adjacent to its premises known as 1100 East 87<sup>th</sup> Street. Said trash container at East 87<sup>th</sup> Street measures two point two five (2.25) feet in length and two point two five (2.25) feet in width for a total of five point zero six (5.06) square feet. Said trash container is approximately forty-six (46) inches in height. 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).

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 1112095 herein granted the sum of Seventy-five and no/100 Dollars (\$75.00) per annum, in advance.

A 25% 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 date of passage.

*Southeast Chicago Chamber Of Commerce.*  
(1100 E. 87<sup>th</sup> St.)  
(Privilege No. 1112336)

[O2016-7442]

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

SECTION 1. Permission and authority are hereby given and granted to Southeast Chicago Chamber of Commerce, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use one (1) trash container on the public right-of-way adjacent to its premises known as 1100 East 87<sup>th</sup> Street. Said trash container at East 87<sup>th</sup> Street measures two point two five (2.25) feet in length and two point two five (2.25) feet in width for a total of five point zero six (5.06) square feet. Said trash container shall be approximately forty-six (46) inches in height. 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).

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 1112336 herein granted the sum of Seventy-five and no/100 Dollars (\$75.00) per annum, in advance.

A 25% 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 date of passage.

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*Southeast Chicago Chamber Of Commerce.*  
(1246 E. 87<sup>th</sup> St.)

[O2016-7449]

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

SECTION 1. Permission and authority are hereby given and granted to Southeast Chicago Chamber of Commerce, upon the terms and subject to the conditions of this

ordinance, to construct, install, maintain and use one (1) trash container on the public right-of-way adjacent to its premises known as 1246 East 87<sup>th</sup> Street. Said trash container at East 87<sup>th</sup> Street measures two point two five (2.25) feet in length and two point two five (2.25) feet in width for a total of five point zero six (5.06) square feet. Said trash container is approximately forty-six (46) inches in height. 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).

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 1112287 herein granted the sum of Seventy-five and no/100 Dollars (\$75.00) per annum, in advance.

A 25% 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 date of passage.

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*Southeast Chicago Chamber Of Commerce.*  
(1325 E. 87<sup>th</sup> St.)

[O2016-7454]

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

SECTION 1. Permission and authority are hereby given and granted to Southeast Chicago Chamber of Commerce, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use one (1) trash container on the public right-of-way adjacent to its premises known as 1325 East 87<sup>th</sup> Street. Said trash container at East 87<sup>th</sup> Street measures two point two five (2.25) feet in length and two point two five (2.25) feet in width for a total of five point zero six (5.06) square feet. Said trash container shall be approximately forty-six (46) inches in height. 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).

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 1112335 herein granted the sum of Seventy-five and no/100 Dollars (\$75.00) per annum, in advance.

A 25% 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 date of passage.

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*Split-Rail.*  
(Door Swing)

[O2016-7480]

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

SECTION 1. Permission and authority are hereby given and granted to Split-Rail, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use one (1) door swing on the public right-of-way adjacent to its premises known as 2500 West Chicago Avenue. Said door swing at West Chicago Avenue measures one (1) foot in length and three (3) feet in width for a total of three (3) square feet. 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).

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 1124545 herein granted the sum of Seventy-five and no/100 Dollars (\$75.00) per annum, in advance.

A 25% 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 date of passage.

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*Split-Rail.*  
(Light Fixtures)

[O2016-7481]

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

SECTION 1. Permission and authority are hereby given and granted to Split-Rail, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use eleven (11) light fixtures projecting over the public right-of-way adjacent to its premises known as 2500 West Chicago Avenue. Said light fixtures at West Chicago Avenue and North Campbell Avenue measure eleven (11) at one point two five (1.25) feet in length, point six seven (.67) foot in width and nine (9) 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).

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 1124544 herein granted the sum of One Hundred Twenty-five and no/100 Dollars (\$125.00) per annum, in advance.

A 25% 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 date of passage.

*Springmasters Auto Repair, Inc.*

[O2016-7588]

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

SECTION 1. Permission and authority are hereby given and granted to Springmasters Auto Repair, Inc., 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 5223 West Lake Street. Said sign structure measures as follows: along West Lake Street, at six (6) feet in length, four (4) feet in height and nine (9) 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 1124317 herein granted the sum of One Hundred and no/100 Dollars (\$100.00) per annum, in advance.

A 25% 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 date of passage.

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*Sutton Liquor.*

[O2016-7468]

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

SECTION 1. Permission and authority are hereby given and granted to Sutton Liquor, 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 9041 South Ashland Avenue. Said sign structure measures as follows: along South Ashland Avenue, at six (6) feet in length, three (3) feet in height and nine (9) 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 1123509 herein granted the sum of One Hundred and no/100 Dollars (\$100.00) per annum, in advance.

A 25% 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 date of passage.

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*Sweet Rice.*

[O2016-7397]

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

SECTION 1. Permission and authority are hereby given and granted to Sweet Rice, 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 1746 North Western Avenue. Said sign structure measures as follows: along North Western Avenue, at eight (8) feet in length, seven (7) feet in height and thirteen point three nine (13.39) 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 1122273 herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance.

A 25% 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 date of passage.

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*Swiss Fine Timing And Jewelry.*

[O2016-7606]

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

SECTION 1. Permission and authority are hereby given and granted to Swiss Fine Timing and Jewelry, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use one (1) banner projecting over the public right-of-way adjacent to its premises known as 70 East Walton Street. Said banner at East Walton Street measures two point zero eight (2.08) feet in length and two point three three (2.33) feet in width for a total of four point eight five (4.85) square feet. 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 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 1124284 herein granted the sum of Seventy-five and no/100 Dollars (\$75.00) per annum, in advance.

A 25% 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 date of passage.

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*T Joels Family Restaurant.*

[O2016-7488]

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

SECTION 1. Permission and authority are hereby given and granted to T Joels Family Restaurant, upon the terms and subject to the conditions of this ordinance, to maintain and use two (2) signs projecting over the public right-of-way attached to its premises known as 1928 West Cermak Road. Said sign structure measures as follows: along West Cermak Road, one (1) at four (4) feet in length, four (4) feet in height and fourteen point six (14.6) feet above grade level. Said sign structure measures as follows: along West Cermak Road, one (1) at four (4) feet in length, four (4) feet in height and eighteen point six (18.6) 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 1124628 herein granted the sum of One Hundred Seventy-five and no/100 Dollars (\$175.00) per annum, in advance.

A 25% 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 September 13, 2016.

*Transmission Experts.*

[O2016-7463]

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

SECTION 1. Permission and authority are hereby given and granted to Transmission Experts, 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 6737 South Western Avenue. Said sign structure measures as follows: along South Western Avenue, at twelve (12) feet in length, eight (8) feet in height and thirteen (13) 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 1124199 herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance.

A 25% 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 date of passage.

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*Uncle Bobby's.*

[O2016-7460]

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

SECTION 1. Permission and authority are hereby given and granted to Uncle Bobby's, 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 13359 South Avenue M. Said sign structure measures as follows: along South Avenue M, at four point one (4.1) feet in length, five point one (5.1) feet in height and nine point six (9.6) 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 1124699 herein granted the sum of One Hundred and no/100 Dollars (\$100.00) per annum, in advance.

A 25% 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 July 26, 2016.

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*The University Of Chicago.*

[O2016-7407]

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

SECTION 1. Permission and authority are hereby given and granted to The University of Chicago, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, four (4) pipes under the public right-of-way adjacent to its premises known as 5621 -- 5641 South Drexel Avenue. Said pipes at south alley east of South Drexel Avenue measure: one (1) at one hundred eighty-five (185) feet in length and point eight three (.83) foot in width for a total of one hundred fifty-three point five five (153.55) square feet, (existing pipe is approximately ten (10) feet below grade level), one (1) at one hundred eighty-five (185) feet in length and one point five (1.5) feet in width for a total of two hundred seventy-seven point five (277.5) square feet (existing pipe is approximately ten (10) feet below grade level), one (1) at one hundred eighty-five (185) feet in length and point one six (.16) foot in width for a total of twenty-nine point six (29.6) square feet (existing pipe is approximately ten (10) feet below grade level), one (1) at one hundred eighty-five (185) feet in length and point two five (.25) foot in width for a total of forty-six point two five (46.25) square feet (existing pipe is approximately ten (10) feet below 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 (Office of Underground Coordination) and the Department of Water Management.

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 1124726 herein granted the sum of One Thousand Six Hundred and no/100 Dollars (\$1,600.00) per annum, in advance.

A 25% 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 October 4, 2016.

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*The University Of Chicago (File No. 57).*

[O2016-7408]

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

SECTION 1. Permission and authority are hereby given and granted to The University of Chicago (File Number 57), upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) slurry wall tie-back anchor lines under the public right-of-way adjacent to its premises known as 929 East 57<sup>th</sup> Street. Existing slurry wall tie-back anchor lines are described as follows: along East 57<sup>th</sup> Street, between South Drexel Avenue and South Ellis Avenue are a total of nineteen thousand nine hundred thirty-five (19,935) square feet of public way occupied with slurry wall tie-back anchor lines along South Drexel Avenue, between East 57<sup>th</sup> Street and East 58<sup>th</sup> Street are a total of ten thousand five hundred ninety-eight (10,598) square feet of public way occupied with slurry wall tie-back anchor lines. 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 Planning and Development and the Department of Transportation (Office of Underground Coordination).

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 1124728 herein granted the sum of One Thousand Two Hundred Thirty-one and no/100 Dollars (\$1,231.00) per annum, in advance.

A 25% 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 October 3, 2016.

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*University Station Condominium Association.*

[O2016-7493]

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

SECTION 1. Permission and authority are hereby given and granted to University Station Condominium Association, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, four (4) planters on the public right-of-way for beautification purposes adjacent to its premises known as 1550 South Blue Island Avenue. Said planters at South Throop Street measure three (3) at five point three three (5.33) feet in length and two point six six (2.66) feet in width for a total of forty-two point five three (42.53) square feet. Said planter at South Blue Island Avenue measures one (1) at five point three three (5.33) feet in length and two point six six (2.66) feet in width for a total of fourteen point one eight (14.18) square feet. Grantee must allow the required clear and unobstructed space for pedestrian passage at all times per rules and regulations approved by the Department of Transportation. 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 Planning and Development and the Department of Transportation (Division of Project Development).

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 1124566 herein granted the sum of Zero and no/100 Dollars (\$0.00) per annum, in advance.

A 25% 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 July 28, 2016.

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*V&M Tecnicentro Automotriz, Inc.*

[O2016-7461]

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

SECTION 1. Permission and authority are hereby given and granted to V&M Tecnicentro Automotriz, Inc., 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 3017 West 26<sup>th</sup> Street. Said sign structure measures as follows: along West 26<sup>th</sup> Street, at eight (8) feet in length, ten (10) feet in height and ten point seven (10.7) 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 1124655 herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance.

A 25% 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 September 13, 2016.

*Verizon Wireless.*  
(3607 N. Cicero Ave.)

[O2016-7565]

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

SECTION 1. Permission and authority are hereby given and granted to Verizon Wireless, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use one (1) occupation of space (small cell antenna) projecting over the public right-of-way adjacent to its premises known as 3607 North Cicero Avenue. Said occupation of space (small cell antenna) at North Cicero Avenue measures two point two five (2.25) feet in length and two (2) feet in width for a total of four point five (4.5) square feet. Said small cell antenna shall be approximately thirty-two (32) 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 Planning and Development, the Department of Transportation (Division of Project Development) and the Department of Transportation (Office of Underground Coordination).

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 1122577 herein granted the sum of Seventy-five and no/100 Dollars (\$75.00) per annum, in advance.

A 25% 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 date of passage.

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*Verizon Wireless.*  
(6600 N. Lightfoot Ave.)

[O2016-7647]

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

SECTION 1. Permission and authority are hereby given and granted to Verizon Wireless, upon the terms and subject to the conditions of this ordinance, to construct,

install, maintain and use one (1) occupation of space (small cell antenna) projecting over the public right-of-way adjacent to its premises known as 6600 North Lightfoot Avenue. Said occupation of space (small cell antenna) at North Lightfoot Avenue measures two point two five (2.25) feet in length and two (2) feet in width for a total of four point five (4.5) square feet. Said small cell antenna shall be approximately thirty-two (32) 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 Planning and Development, the Department of Transportation (Division of Project Development) and the Department of Transportation (Office of Underground Coordination).

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 1121053 herein granted the sum of Seventy-five and no/100 Dollars (\$75.00) per annum, in advance.

A 25% 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 date of passage.

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*Verizon Wireless.*  
(264 N. Western Ave.)

[O2016-7551]

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

SECTION 1. Permission and authority are hereby given and granted to Verizon Wireless, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use one (1) occupation of space (small cell antenna) projecting over the public right-of-way adjacent to its premises known as 264 North Western Avenue. Said occupation of space (small cell antenna) at North Western Avenue measures two point two five (2.25) feet in length and two (2) feet in width for a total of four point five (4.5) square feet. Said small cell antenna shall be approximately thirty-two (32) 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 Planning and Development, the Department of Transportation (Division of Project Development) and the Department of Transportation (Office of Underground Coordination).

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 1122580 herein granted the sum of Seventy-five and no/100 Dollars (\$75.00) per annum, in advance.

A 25% 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 date of passage.

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WHCP-N 2050 LLC.  
(Light Fixtures)

[O2016-7451]

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

SECTION 1. Permission and authority are hereby given and granted to WHCP-N 2050 LLC, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use two (2) light fixtures projecting over the public right-of-way adjacent to its premises known as 2050 North Clark Street. Said light fixtures at North Clark Street measure two (2) at one (1) foot in length, one (1) foot in width and six point six six (6.66) 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).

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 1124520 herein granted the sum of Eighty and no/100 Dollars (\$80.00) per annum, in advance.

A 25% 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 date of passage.

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*WHCP-N 2050 LLC.*  
(Tree Grates)

[O2016-7455]

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

SECTION 1. Permission and authority are hereby given and granted to WHCP-N 2050 LLC, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use three (3) tree grates on the public right-of-way adjacent to its premises known as 2050 North Clark Street. Said tree grates at North Clark Street measure three (3) at ten (10) feet in length and four (4) feet in width for a total of one hundred twenty (120) square feet. 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 Planning and Development and the Department of Transportation (Division of Project Development).

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 1124519 herein granted the sum of Zero and no/100 Dollars (\$0.00) per annum, in advance.

A 25% 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 date of passage.

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*Wintrust Bank.*  
(1800 S. Blue Island Ave.)

[O2016-7807]

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

SECTION 1. Permission and authority are hereby given and granted to Wintrust Bank, 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 1800 South Blue Island Avenue. Said sign structure measures as follows: along South Blue Island Avenue, at fourteen point five (14.5) feet in length, two point six seven (2.67) feet in height and nine (9) 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 1124066 herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance.

A 25% 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 date of passage.

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*Wintrust Bank.*  
(600 N. McClurg Ct.)

[O2016-7818]

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

SECTION 1. Permission and authority are hereby given and granted to Wintrust Bank, 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 600 North McClurg Court. Said sign structure measures as follows: along North McClurg Court, at ten point four two (10.42) feet in length, four point zero eight (4.08) feet in height and nine (9) 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 1123524 herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance.

A 25% 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 date of passage.

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*Xippo.*

[O2016-7826]

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

SECTION 1. Permission and authority are hereby given and granted to Xippo, 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 3759 North Damen Avenue. Said sign structure measures as follows: along North Damen Avenue, at three (3) feet in length, four (4) 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 1124777 herein granted the sum of One Hundred and no/100 Dollars (\$100.00) per annum, in advance.

A 25% 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 July 26, 2016.

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*7-Eleven.*

[O2016-7618]

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

SECTION 1. Permission and authority are hereby given and granted to 7-Eleven, upon the terms and subject to the conditions of this ordinance, to maintain and use two (2) signs projecting over the public right-of-way attached to its premises known as 318 West Adams Street. Said sign structure measures as follows: along West Adams Street, one (1) at seventeen (17) feet in length, three (3) feet in height and twelve point six six (12.66) feet above grade level. Said sign structure measures as follows: along public alley, one (1) at three point one six (3.16) feet in length, three (3) feet in height and twelve point six six (12.66) 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 1124578 herein granted the sum of Four Hundred and no/100 Dollars (\$400.00) per annum, in advance.

A 25% 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 September 8, 2016.

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*63<sup>rd</sup> & Pulaski Currency Exchange, Inc.*

[O2016-7474]

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

SECTION 1. Permission and authority are hereby given and granted to 63<sup>rd</sup> & Pulaski Currency Exchange, Inc., 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 4021 West 63<sup>rd</sup> Street. Said sign structure measures as follows: along West 63<sup>rd</sup> Street, at eight (8) feet in length, ten (10) feet in height and twelve (12) 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 1124711 herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance.

A 25% 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 July 26, 2016.

*111 South Wacker Venture LLC.*

[O2016-7613]

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

SECTION 1. Permission and authority are hereby given and granted to 111 South Wacker Venture LLC, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, two (2) planters on the public right-of-way for beautification purposes adjacent to its premises known as 111 South Wacker Drive. Said planters at West Monroe Street measure two (2) at twenty (20) feet in length and point eight three (.83) foot in width for a total of thirty-three point two (33.2) square feet. Grantee must allow the required clear and unobstructed space for pedestrian passage at all times per rules and regulations approved by the Department of Transportation. 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 Planning and Development and the Department of Transportation (Division of Project Development).

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 1107907 herein granted the sum of Zero and no/100 Dollars (\$0.00) per annum, in advance.

A 25% 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 July 9, 2013.

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*474 North Lake Shore Drive Condominium Association.*

[O2016-7615]

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

SECTION 1. Permission and authority are hereby given and granted to 474 North Lake Shore Drive Condominium Association, upon the terms and subject to the conditions of

this ordinance, to maintain and use, as now constructed, two (2) planters on the public right-of-way for beautification purposes adjacent to its premises known as 474 North Lake Shore Drive. Said planter at East Illinois Street measures one (1) at seven (7) feet in length and six point five (6.5) feet in width for a total of forty-five point five (45.5) square feet. Said planter at North Lake Shore Drive measures one (1) at eight (8) feet in length and six point five (6.5) feet in width for a total of fifty-two (52) square feet. Grantee must allow the required clear and unobstructed space for pedestrian passage at all times per rules and regulations approved by the Department of Transportation. 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 Planning and Development and the Department of Transportation (Division of Project Development).

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 1112854 herein granted the sum of Zero and no/100 Dollars (\$0.00) per annum, in advance.

A 25% 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 March 18, 2014.

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*1834 South Ashland Condominium Association.*

[O2016-7495]

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

SECTION 1. Permission and authority are hereby given and granted to 1834 South Ashland Condominium Association, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, four (4) balconies projecting over the public right-of-way adjacent to its premises known as 1834 South Ashland Avenue. Said balconies at West 18<sup>th</sup> Place measure two (2) at twelve (12) feet in length and five (5) feet in width for a total of one hundred twenty (120) square feet. Said balconies at West 18<sup>th</sup> Place measure two (2) at twelve (12) feet in length and five (5) feet in width for a total of one hundred twenty (120) square feet. 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 Planning and Development and the Department of Transportation (Division of Project Development).

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 1124653 herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance.

A 25% 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 September 8, 2016.

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#### AMENDMENT OF GRANTS OF PRIVILEGE IN PUBLIC WAY.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, October 25, 2016.

*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* amendments to various ordinances passed by the City Council of the City of Chicago for grants of privilege in the public way. These ordinances were referred to the committee on October 5, 2016.

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

Respectfully submitted,

(Signed) ANTHONY BEALE,  
*Chairman.*

On motion of Alderman O'Shea, the said proposed ordinances transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Moreno, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Beale, Sadlowski Garza, Thompson, Cárdenas, Quinn, Burke, Lopez, Foulkes, D. Moore, Curtis, O'Shea, Cochran, Muñoz, Zalewski, Solis, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Waguespack, Mell, Ramirez-Rosa, Villegas, Sposato, Laurino, O'Connor, Napolitano, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Silverstein -- 44.

Nays -- None.

Alderman Reilly 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):

*East Village Dental Care.*

[O2016-7762]

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

SECTION 1. The ordinance passed by the City Council of the City of Chicago for East Village Dental Care on April 15, 2015 and printed upon page 106738 of the *Journal of the Proceedings of the City Council of the City of Chicago* is hereby amended by deleting the words: "ten (10) feet above grade" and inserting in their place the words: "twenty (20) feet above grade".

SECTION 2. This ordinance amendment shall be in effect upon its passage.

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*Emerald Isle On Peterson.*

[O2016-7764]

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

SECTION 1. The ordinance passed by the City Council of the City of Chicago for Black Sheep on November 13, 2013 and printed upon page 65444 of the *Journal of the Proceedings of the City Council of the City of Chicago* is hereby amended by deleting the words: "Emerald Isle On Peterson" and inserting in their place the words: "Black Sheep".

SECTION 2. This ordinance amendment shall be in effect upon its passage.

*Fireplace Inn.*

[O2016-7767]

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

SECTION 1. The ordinance passed by the City Council of the City of Chicago for Fireplace Inn on September 14, 2016 and printed upon page 31507 of the *Journal of the Proceedings of the City Council of the City of Chicago* is hereby amended by deleting the words:

“one (1) at eight (8) feet in length, six (6) feet in height and seven (7) feet above grade level.

Authority herein given and granted for a period of five (5) years from and after June 28, 2024”.

and inserting in their place the words:

“one (1) at fourteen (14) feet, six (6) inches in length, five (5) feet in height and nine (9) feet, six (6) inches above grade level.

Authority herein given and granted for a period of five (5) years from and after July 26, 2016”.

SECTION 2. This ordinance amendment shall be in effect upon its passage.

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*Wacker GP, Inc.*

[O2016-7769]

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

SECTION 1. The ordinance passed by the City Council of the City of Chicago for Wacker GP, Inc. on June 22, 2016 and printed upon page 26939 of the *Journal of the Proceedings of the City Council of the City of Chicago* is hereby amended by deleting the words:

“The grantee shall pay to the City of Chicago as compensation for the privilege Number 1123052 herein granted the sum of Four Hundred and no/100 Dollars (\$400.00) per annum, in advance.”

and inserting in their place the words:

“The grantee shall pay to the City of Chicago as compensation for the privilege Number 1123052 herein granted the sum of Zero and no/100 Dollars (\$0.00) per annum, in advance”.

SECTION 2. This ordinance amendment shall be in effect upon its passage.

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## GRANTS OF PRIVILEGE IN PUBLIC WAY FOR AWNINGS.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, October 25, 2016.

*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 to authorize the issuance of permits to various applicants for the installation, maintenance and use of awnings. These ordinances were referred to the committee on October 5, 2016.

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

Respectfully submitted,

(Signed) ANTHONY BEALE,  
*Chairman.*

On motion of Alderman O'Shea, the said proposed ordinances transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

*Yeas* -- Aldermen Moreno, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Beale, Sadlowski Garza, Thompson, Cárdenas, Quinn, Burke, Lopez, Foulkes, D. Moore, Curtis, O'Shea, Cochran, Muñoz, Zalewski, Solis, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Waguespack, Mell, Ramirez-Rosa, Villegas, Sposato, Laurino, O'Connor, Napolitano, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Silverstein -- 44.

*Nays* -- None.

Alderman Reilly 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):



*Albany Auto Sales.*

[O2016-7500]

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

SECTION 1. Permission and authority are hereby given and granted to Albany Auto Sales, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, four (4) awnings projecting over the public right-of-way adjacent to its premises known as 4030 North Rockwell Street. Said awnings at North Rockwell Street measure one (1) at seven point five (7.5) feet in length and two point zero eight (2.08) feet in width for a total of fifteen point six (15.6) square feet, one (1) at seven point five (7.5) feet in length and two point zero eight (2.08) feet in width for a total of fifteen point six (15.6) square feet, one (1) at nine point four two (9.42) feet in length and two point zero eight (2.08) feet in width for a total of nineteen point five nine (19.59) square feet and one (1) at nine point eight three (9.83) feet in length and two point zero eight (2.08) feet in width for a total of twenty point four five (20.45) square feet. 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 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 1124689 herein granted the sum of One Hundred Seventy-five and no/100 Dollars (\$175.00) per annum, in advance.

A 25% 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 October 5, 2016.

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*Amazon Retail LLC.*

[O2016-7499]

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

SECTION 1. Permission and authority are hereby given and granted to Amazon Retail LLC, upon the terms and subject to the conditions of this ordinance, to construct, install,

maintain and use three (3) awnings projecting over the public right-of-way adjacent to its premises known as 3441 North Southport Avenue. Said awnings at North Southport Avenue measure three (3) at fifty-one point eight three (51.83) feet in length and two point eight three (2.83) feet in width for a total of four hundred forty point zero four (440.04) square feet. 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 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 1124659 herein granted the sum of One Hundred Seventy-five and no/100 Dollars (\$175.00) per annum, in advance.

A 25% 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 date of passage.

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*Amerimex Mufflers & Brakes Car Care Center, Inc.*

[O2016-7387]

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

SECTION 1. Permission and authority are hereby given and granted to Amerimex Mufflers & Brakes Car Care Center, Inc., upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, two (2) awnings projecting over the public right-of-way adjacent to its premises known as 2917 East 95<sup>th</sup> Street. Said awnings at East 95<sup>th</sup> Street measure one (1) at seventy-five (75) feet in length and two point six seven (2.67) feet in width for a total of two hundred point two five (200.25) square feet and one (1) at seventy-five (75) feet in length and two point six seven (2.67) feet in width for a total of two hundred point two five (200.25) square feet. 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 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 1124637 herein granted the sum of One Hundred Seventy-five and no/100 Dollars (\$175.00) per annum, in advance.

A 25% 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 July 28, 2016.

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*Amy Nail Gallery, Inc.*

[O2016-7462]

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

SECTION 1. Permission and authority are hereby given and granted to Amy Nail Gallery, Inc., upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) awning projecting over the public right-of-way adjacent to its premises known as 1954 North Damen Avenue. Said awning at North Damen Avenue measures fourteen point four two (14.42) feet in length and one point five (1.5) feet in width for a total of twenty-one point six three (21.63) square feet. 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 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 1124299 herein granted the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance.

A 25% 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 date of passage.

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*Armand's Victory Tap.*

[O2016-7385]

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

SECTION 1. Permission and authority are hereby given and granted to Armand's Victory Tap, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use one (1) awning projecting over the public right-of-way adjacent to its premises known as 1416 South Michigan Avenue. Said awning at South Michigan Avenue measures twenty-two (22) feet in length and three point eight three (3.83) feet in width for a total of eighty-four point two six (84.26) square feet. 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 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 1124421 herein granted the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance.

A 25% 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 date of passage.

*Athletico.*

[O2016-7457]

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

SECTION 1. Permission and authority are hereby given and granted to Athletico, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use five (5) awnings projecting over the public right-of-way adjacent to its premises known as 1202 West Taylor Street. Said awnings at West Taylor Street measure one (1) at twenty-four point eight three (24.83) feet in length and three (3) feet in width for a total of seventy-four point four nine (74.49) square feet, one (1) at twenty-one point two five (21.25) feet in length and two (2) feet in width for a total of forty-two point five (42.5) square feet and one (1) at seven point one six (7.16) feet in length and two (2) feet in width for a total of fourteen point three two (14.32) square feet. Said awnings at North Racine Avenue measure one (1) at seven point three three (7.33) feet in length and two (2) feet in width for a total of fourteen point six six (14.66) square feet and one (1) at ten point two five (10.25) feet in length and two (2) feet in width for a total of twenty point five (20.5) square feet. 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 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 1124307 herein granted the sum of One Hundred Seventy-five and no/100 Dollars (\$175.00) per annum, in advance.

A 25% 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 date of passage.

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*Christian Undertaker Services, Inc.*

[O2016-7477]

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

SECTION 1. Permission and authority are hereby given and granted to Christian Undertaker Services, Inc., upon the terms and subject to the conditions of this ordinance,

to construct, install, maintain and use one (1) awning projecting over the public right-of-way adjacent to its premises known as 3100 West Irving Park Road. Said awning at West Irving Park Road measures six (6) feet in length and eight point five eight (8.58) feet in width for a total of fifty-one point four eight (51.48) square feet. 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 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 1121861 herein granted the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance.

A 25% 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 date of passage.

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*Conca D'Oro Bakery.*

[O2016-7490]

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

SECTION 1. Permission and authority are hereby given and granted to Conca D'Oro Bakery, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) awning projecting over the public right-of-way adjacent to its premises known as 6710 North Northwest Highway. Said awning at North Northwest Highway measures nineteen point four one (19.41) feet in length and five point eight three (5.83) feet in width for a total of one hundred thirteen point one six (113.16) square feet. 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 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 1124666 herein granted the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance.

A 25% 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 November 5, 2013.

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*Cooking Fools LLC.*

[O2016-7439]

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

SECTION 1. Permission and authority are hereby given and granted to Cooking Fools LLC, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use one (1) awning projecting over the public right-of-way adjacent to its premises known as 1916 West North Avenue. Said awning at West North Avenue measures thirteen point five (13.5) feet in length and one point nine two (1.92) feet in width for a total of twenty-five point nine two (25.92) square feet. 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 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 1123705 herein granted the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance.

A 25% 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 date of passage.

*Garrett Popcorn Shops.*

[O2016-7467]

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

SECTION 1. Permission and authority are hereby given and granted to Garrett Popcorn Shops, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, two (2) awnings projecting over the public right-of-way adjacent to its premises known as 625 North Michigan Avenue. Said awning at North Michigan Avenue measures one (1) at thirteen point eight three (13.83) feet in length and six point six seven (6.67) feet in width for a total of ninety-two point two five (92.25) square feet. Said awning at North Michigan Avenue measures one (1) at fifteen point six seven (15.67) feet in length and six point six seven (6.67) feet in width for a total of one hundred four point five two (104.52) square feet. 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 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 1124646 herein granted the sum of One Hundred and no/100 Dollars (\$100.00) per annum, in advance.

A 25% 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 May 13, 2014.

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*The Home Loan Expert.*

[O2016-7464]

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

SECTION 1. Permission and authority are hereby given and granted to The Home Loan Expert, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use one (1) awning projecting over the public right-of-way adjacent to its



premises known as 1913 West Diversey Parkway. Said awning at West Diversey Parkway measures twenty (20) feet in length and two (2) feet in width for a total of forty (40) square feet. 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 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 1122267 herein granted the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance.

A 25% 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 date of passage.

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*Lake Shore Plaza.*

[O2016-7469]

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

SECTION 1. Permission and authority are hereby given and granted to Lake Shore Plaza, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) awning projecting over the public right-of-way adjacent to its premises known as 432 East Grand Avenue. Said awning at East Grand Avenue measures sixteen point one seven (16.17) feet in length and two point five (2.5) feet in width for a total of forty point four three (40.43) square feet. 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 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 1124616 herein granted the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance.

A 25% 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 date of passage.

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*Laredo Auto Parts.*

[O2016-7448]

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

SECTION 1. Permission and authority are hereby given and granted to Laredo Auto Parts, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) awning projecting over the public right-of-way adjacent to its premises known as 3001 West 26<sup>th</sup> Street. Said awning at West 26<sup>th</sup> Street measures thirty-one (31) feet in length and three (3) feet in width for a total of ninety-three (93) square feet. 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 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 1124547 herein granted the sum of Fifty-six and no/100 Dollars (\$56.00) per annum, in advance.

A 25% 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 November 15, 2014.

*MetroPCS.*  
(2130 W. Cermak Rd.)

[O2016-7456]

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

SECTION 1. Permission and authority are hereby given and granted to MetroPCS, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use one (1) awning projecting over the public right-of-way adjacent to its premises known as 2130 West Cermak Road. Said awning at West Cermak Road measures eighteen (18) feet in length and three point one seven (3.17) feet in width for a total of fifty-seven point zero six (57.06) square feet. 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 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 1118456 herein granted the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance.

A 25% 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 date of passage.

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*MetroPCS.*  
(3954 W. 26<sup>th</sup> St.)

[O2016-7450]

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

SECTION 1. Permission and authority are hereby given and granted to MetroPCS, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use one (1) awning projecting over the public right-of-way adjacent to its premises known as 3954 West 26<sup>th</sup> Street. Said awning at West 26<sup>th</sup> Street measures eighteen (18) feet in

length and three (3) feet in width for a total of fifty-four (54) square feet. 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 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 1117060 herein granted the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance.

A 25% 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 date of passage.

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*Na Hoku, Inc.*

[O2016-7470]

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

SECTION 1. Permission and authority are hereby given and granted to Na Hoku, Inc., upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use one (1) awning projecting over the public right-of-way adjacent to its premises known as 600 North Michigan Avenue. Said awning at North Michigan Avenue measures twenty-six (26) feet in length and six (6) feet in width for a total of one hundred fifty-six (156) square feet. 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 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 1124532 herein granted the sum of Fifty-one and no/100 Dollars (\$51.00) per annum, in advance.

A 25% 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 date of passage.

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*Puerto Rican Cultural Center.*  
(2546 W. Division St.)

[O2016-7485]

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

SECTION 1. Permission and authority are hereby given and granted to Puerto Rican Cultural Center, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use one (1) awning projecting over the public right-of-way adjacent to its premises known as 2546 West Division Street. Said awning at West Division Street measures eighteen (18) feet in length and two (2) feet in width for a total of thirty-six (36) square feet. 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 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 1123376 herein granted the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance.

A 25% 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 date of passage.

*Puerto Rican Cultural Center.*  
(2556 W. Division St.)

[O2016-7487]

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

SECTION 1. Permission and authority are hereby given and granted to Puerto Rican Cultural Center, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use one (1) awning projecting over the public right-of-way adjacent to its premises known as 2556 West Division Street. Said awning at West Division Street measures twenty-four (24) feet in length and two (2) feet in width for a total of forty-eight (48) square feet. 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 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 1123375 herein granted the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance.

A 25% 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 date of passage.

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*Reach For The Stars Child Care Academy, Inc.*

[O2016-7386]

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

SECTION 1. Permission and authority are hereby given and granted to Reach for the Stars Child Care Academy, Inc., upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) awning projecting over the public right-of-way adjacent to its premises known as 4248 South Dr. Martin Luther King, Jr. Drive. Said awning at South Dr. Martin Luther King, Jr. Drive measures forty-eight (48)

feet in length and two (2) feet in width for a total of ninety-six (96) square feet. 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 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 1124516 herein granted the sum of Seventy-three and no/100 Dollars (\$73.00) per annum, in advance.

A 25% 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 May 4, 2016.

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*Rolex.*

[O2016-7471]

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

SECTION 1. Permission and authority are hereby given and granted to Rolex, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, two (2) awnings projecting over the public right-of-way adjacent to its premises known as 636 North Michigan Avenue. Said awning at North Michigan Avenue measures one (1) at fourteen point four one (14.41) feet in length and one point five eight (1.58) feet in width for a total of twenty-two point seven seven (22.77) square feet. Said awning at North Michigan Avenue measures one (1) at eight point nine one (8.91) feet in length and one point five eight (1.58) feet in width for a total of fourteen point zero eight (14.08) square feet. 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 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 1124554 herein granted the sum of One Hundred and no/100 Dollars (\$100.00) per annum, in advance.

A 25% 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 June 8, 2016.

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*Sai Eyebrow Threading Salon.*

[O2016-7497]

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

SECTION 1. Permission and authority are hereby given and granted to Sai Eyebrow Threading Salon, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use one (1) awning projecting over the public right-of-way adjacent to its premises known as 2468 North Clark Street. Said awning at North Clark Street measures sixteen (16) feet in length and two (2) feet in width for a total of thirty-two (32) square feet. 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 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 1120616 herein granted the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance.

A 25% 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 date of passage.



*SGA Youth And Family Services.*

[O2016-7452]

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

SECTION 1. Permission and authority are hereby given and granted to SGA Youth and Family Services, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use one (1) awning projecting over the public right-of-way adjacent to its premises known as 3054 West Cermak Road. Said awning at West Cermak Road measures eight (8) feet in length and two (2) feet in width for a total of sixteen (16) square feet. 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 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 1122425 herein granted the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance.

A 25% 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 date of passage.

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*Shophouse Southeast Asian Kitchen.*

[O2016-7473]

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

SECTION 1. Permission and authority are hereby given and granted to Shophouse Southeast Asian Kitchen, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use two (2) awnings projecting over the public right-of-way adjacent to its premises known as 24 East Jackson Boulevard. Said awnings at East Jackson Boulevard measure two (2) at fifteen point nine two (15.92) feet in length

and eight (8) feet in width for a total of two hundred fifty-four point seven two (254.72) square feet. 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 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 1124054 herein granted the sum of One Hundred and no/100 Dollars (\$100.00) per annum, in advance.

A 25% 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 date of passage.

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*The Whistler.*

[O2016-7384]

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

SECTION 1. Permission and authority are hereby given and granted to The Whistler, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) awning projecting over the public right-of-way adjacent to its premises known as 2421 North Milwaukee Avenue. Said awning at North Milwaukee Avenue measures twenty-five (25) feet in length and three (3) feet in width for a total of seventy-five (75) square feet. 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 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 1124234 herein granted the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance.

A 25% 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 July 6, 2016.

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*XII West Maple LLC.*

[O2016-7443]

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

SECTION 1. Permission and authority are hereby given and granted to XII West Maple LLC, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) awning projecting over the public right-of-way adjacent to its premises known as 12 West Maple Street. Said awning at West Maple Street measures eleven point five (11.5) feet in length and twenty point one seven (20.17) feet in width for a total of two hundred thirty-one point nine six (231.96) square feet. 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 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 1124530 herein granted the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance.

A 25% 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 November 5, 2014.

## GRANTS OF PRIVILEGE IN PUBLIC WAY FOR CANOPIES.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, October 25, 2016.

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

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinances and substitute ordinance transmitted herewith for grants of privilege in the public way for the installation, maintenance and use of canopies. These ordinances and substitute ordinance were referred to the committee on October 5, 2016.

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

Respectfully submitted,

(Signed) ANTHONY BEALE,  
*Chairman.*

On motion of Alderman O'Shea, the said proposed ordinances and substitute ordinance transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Moreno, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Beale, Sadlowski Garza, Thompson, Cárdenas, Quinn, Burke, Lopez, Foulkes, D. Moore, Curtis, O'Shea, Cochran, Muñoz, Zalewski, Solis, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Waguespack, Mell, Ramirez-Rosa, Villegas, Sposato, Laurino, O'Connor, Napolitano, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Silverstein -- 44.

Nays -- None.

Alderman Reilly 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):

*All Right Sales, Inc.*

[O2016-7392]

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

SECTION 1. Permission and authority are hereby given and granted to All Right Sales, Inc., upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) canopy projecting over the public right-of-way adjacent to its premises known as 4253 North Kedzie Avenue. Said canopy at North Kedzie Avenue measures twenty-four (24) feet in length and one point five (1.5) feet in width for a total of thirty-six (36) square feet. 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 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 1117967 herein granted the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance.

A 25% 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 date of passage.

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*Blue Cross Blue Shield Of Illinois.*

[O2016-7395]

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

SECTION 1. Permission and authority are hereby given and granted to Blue Cross Blue Shield of Illinois, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) canopy projecting over the public right-of-way adjacent to its premises known as 300 East Randolph Street. Said canopy at East Randolph Street measures one hundred sixty-five (165) feet in length and ten (10) feet in width for a total of one thousand six hundred fifty (1,650) square feet.

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 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 1124560 herein granted the sum of One Hundred Seventy-five and no/100 Dollars (\$175.00) per annum, in advance.

A 25% 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 May 9, 2016.

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*Borelli's.*

[O2016-7414]

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

SECTION 1. Permission and authority are hereby given and granted to Borelli's, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, four (4) canopies projecting over the public right-of-way adjacent to its premises known as 2124 West Lawrence Avenue. Said canopies at West Lawrence Avenue measure two (2) at nine point one six (9.16) feet in length and two point six seven (2.67) feet in width for a total of forty-eight point nine one (48.91) square feet. Said canopy at North Hamilton Avenue measures one (1) at nine point one six (9.16) feet in length and two point six seven (2.67) feet in width for a total of twenty-four point four six (24.46) square feet. Said canopy at North Hamilton Avenue measures one (1) at three point five (3.5) feet in length and two point six seven (2.67) feet in width for a total of nine point three five (9.35) square feet. 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 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 1116342 herein granted the sum of One Hundred Seventy-five and no/100 Dollars (\$175.00) per annum, in advance.

A 25% 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 date of passage.

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*CVS/Pharmacy No. 2862.*

[O2016-7415]

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

SECTION 1. Permission and authority are hereby given and granted to CVS/Pharmacy Number 2862, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, two (2) canopies projecting over the public right-of-way adjacent to its premises known as 3944 North Western Avenue. Said canopies at North Western Avenue measure two (2) at eighteen point six seven (18.67) feet in length and four (4) feet in width for a total of one hundred forty-nine point three six (149.36) square feet. 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 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 1124535 herein granted the sum of One Hundred and no/100 Dollars (\$100.00) per annum, in advance.

A 25% 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 May 4, 2016.

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*The Drake Hotel.*

[SO2016-7388]

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

SECTION 1. Permission and authority are hereby given and granted to The Drake Hotel, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) canopy projecting over the public right-of-way adjacent to its premises known as 140 East Walton Place. Said canopy at East Walton Place measures one hundred (100) feet in length and eleven (11) feet in width for a total of one thousand one hundred (1,100) square feet. 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 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 1124527 herein granted the sum of One Hundred Twenty-five and no/100 Dollars (\$125.00) per annum, in advance.

A 25% 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 September 8, 2016.

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*Golub & Company.*

[O2016-7399]

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

SECTION 1. Permission and authority are hereby given and granted to Golub & Company, upon the terms and subject to the conditions of this ordinance, to maintain and



use, as now constructed, three (3) canopies projecting over the public right-of-way adjacent to its premises known as 680 North Lake Shore Drive. Said canopy at North Lake Shore Drive measures one (1) at twenty-seven (27) feet in length and twenty-one (21) feet in width for a total of five hundred sixty-seven (567) square feet. Said canopy at North McClurg Court measures one (1) at thirteen (13) feet in length and fifteen (15) feet in width for a total of one hundred ninety-five (195) square feet. Said canopy at East Huron Street measures one (1) at twenty-six (26) feet in length and sixteen (16) feet in width for a total of four hundred sixteen (416) square feet. 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 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 1124634 herein granted the sum of One Hundred Fifty-three and no/100 Dollars (\$153.00) per annum, in advance.

A 25% 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 July 19, 2016.

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*The Heritage At Millennium Park Condominium Association.*

[O2016-7402]

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

SECTION 1. Permission and authority are hereby given and granted to The Heritage at Millennium Park Condominium Association, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) canopy projecting over the public right-of-way adjacent to its premises known as 130 North Garland Court. Said canopy at North Garland Court measures fifty-two point eight three (52.83) feet in length and thirteen (13) feet in width for a total of six hundred eighty-six point seven nine (686.79) square feet. 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 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 1124682 herein granted the sum of Seventy-seven and 83/100 Dollars (\$77.83) per annum, in advance.

A 25% 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 July 25, 2016.

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*Lawry's The Prime Rib.*

[O2016-7405]

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

SECTION 1. Permission and authority are hereby given and granted to Lawry's The Prime Rib, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) canopy projecting over the public right-of-way adjacent to its premises known as 100 East Ontario Street. Said canopy at East Ontario Street measures eighteen (18) feet in length and seven (7) feet in width for a total of one hundred twenty-six (126) square feet. 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 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 1124517 herein granted the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance.

A 25% 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 May 6, 2015.

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*Lou Malnati's Pizzeria.*

[O2016-7390]

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

SECTION 1. Permission and authority are hereby given and granted to Lou Malnati's Pizzeria, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use two (2) canopies projecting over the public right-of-way adjacent to its premises known as 6465 South Cicero Avenue. Said canopy at South Cicero Avenue measures one (1) at fifty-four point three three (54.33) feet in length and five (5) feet in width for a total of two hundred seventy-one point six five (271.65) square feet. Said canopy at West 65<sup>th</sup> Street measures one (1) at forty point five eight (40.58) feet in length and five (5) feet in width for a total of two hundred two point nine (202.9) square feet. 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 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 1124642 herein granted the sum of One Hundred Forty-four and 91/100 Dollars (\$144.91) per annum, in advance.

A 25% 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 date of passage.

*Mama's Boy.*

[O2016-7406]

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

SECTION 1. Permission and authority are hereby given and granted to Mama's Boy, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) canopy projecting over the public right-of-way adjacent to its premises known as 445 North Dearborn Street. Said canopy at North Dearborn Street measures eight point one seven (8.17) feet in length and two point two five (2.25) feet in width for a total of eighteen point three eight (18.38) square feet. 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 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 1124525 herein granted the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance.

A 25% 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 date of passage.

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*Pocket Puppies Boutique.*

[O2016-7410]

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

SECTION 1. Permission and authority are hereby given and granted to Pocket Puppies Boutique, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) canopy projecting over the public right-of-way adjacent to its premises known as 2479 North Clark Street. Said canopy at North Clark Street measures seventeen point five (17.5) feet in length and two (2) feet in width for a total of

thirty-five (35) square feet. 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 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 1123881 herein granted the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance.

A 25% 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 April 9, 2013.

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WHCP-N 2050 LLC.

[O2016-7411]

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

SECTION 1. Permission and authority are hereby given and granted to WHCP-N 2050 LLC, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use one (1) canopy projecting over the public right-of-way adjacent to its premises known as 2050 North Clark Street. Said canopy at North Clark Street measures fourteen (14) feet in length and five point five eight (5.58) feet in width for a total of seventy-eight point one two (78.12) square feet. 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 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 1124521 herein granted the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance.

A 25% 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 date of passage.

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*2650 Lakeview Condominium Association.*

[O2016-7412]

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

SECTION 1. Permission and authority are hereby given and granted to 2650 Lakeview Condominium Association, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) canopy projecting over the public right-of-way adjacent to its premises known as 2650 North Lakeview Avenue. Said canopy at West Wrightwood Avenue measures fifty-two (52) feet in length and ten (10) feet in width for a total of five hundred twenty (520) square feet. 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 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 1124542 herein granted the sum of Seventy-seven and no/100 Dollars (\$77.00) per annum, in advance.

A 25% 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 August 3, 2016.

## APPROVAL OF PLAT FOR ATRIUM VILLAGE RESUBDIVISION.

[O2016-7751]

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, October 25, 2016.

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

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body *Pass* a proposed Atrium Village Resubdivision in the block bounded by North Orleans Street, West Division Street, North Wells Street and West Hill Street. This ordinance was referred to the committee on October 5, 2016.

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

Respectfully submitted,

(Signed) ANTHONY A. BEALE,  
*Chairman.*

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

*Yeas* -- Aldermen Moreno, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Beale, Sadlowski Garza, Thompson, Cárdenas, Quinn, Burke, Lopez, Foulkes, D. Moore, Curtis, O'Shea, Cochran, Muñoz, Zalewski, Solis, Maldonado, Burnett, Ervin, Taliaferro, Reboyas, Waguespack, Mell, Ramirez-Rosa, Villegas, Sposato, Laurino, O'Connor, Napolitano, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Silverstein -- 44.

*Nays* -- None.

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

The following is said ordinance as passed:

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

SECTION 1. The Commissioner of the Chicago Department of Transportation, or any of her designees, is each hereby authorized and directed to approve a proposed Atrium Village Resubdivision, being a resubdivision of certain lots owned by Onni Atrium Apartments Limited Partnership, a Delaware limited partnership ("Developer") in the block

bounded by West Hill Street, West Division Street, North Orleans Street and North Wells Street, and legally described in the attached plat (Exhibit A, CDOT File: 04-27-16-3749) which, for greater certainty, is hereby made a part of this ordinance.

SECTION 2. The subdivision herein provided for, is made upon the express condition that within 180 days after the passage of this ordinance, the Developer shall file or cause to be filed for recordation with the Office of the Recorder of Deeds of Cook County, Illinois a certified copy of this ordinance, together with the full-sized corresponding plat approved by the Department of Transportation's Acting Superintendent of Maps and Plats.

SECTION 3. This ordinance and subdivision plat exhibit shall take effect and be in force from and after their recording.

[Exhibit "A" referred to in this ordinance printed on  
pages 35582 through 35585 of this *Journal*.]

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DEDICATION OF ADDITIONAL SIDEWALK WIDTH ALONG W. 61<sup>ST</sup> ST.,  
BETWEEN S. KEELER AVE. AND S. KARLOV AVE.

[O2016-7428]

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, October 25, 2016.

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

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body *Pass* a dedication of additional sidewalk width as currently built along West 61<sup>st</sup> Street, between South Keeler Avenue and South Karlov Avenue. This ordinance was referred to the committee on October 5, 2016.

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

Respectfully submitted,

(Signed) ANTHONY BEALE,  
*Chairman.*

(Continued on page 35586)





Exhibit "A".

*Plat Of Subdivision.*  
(Page 2 of 4)

[illegible]

## Exhibit "A".

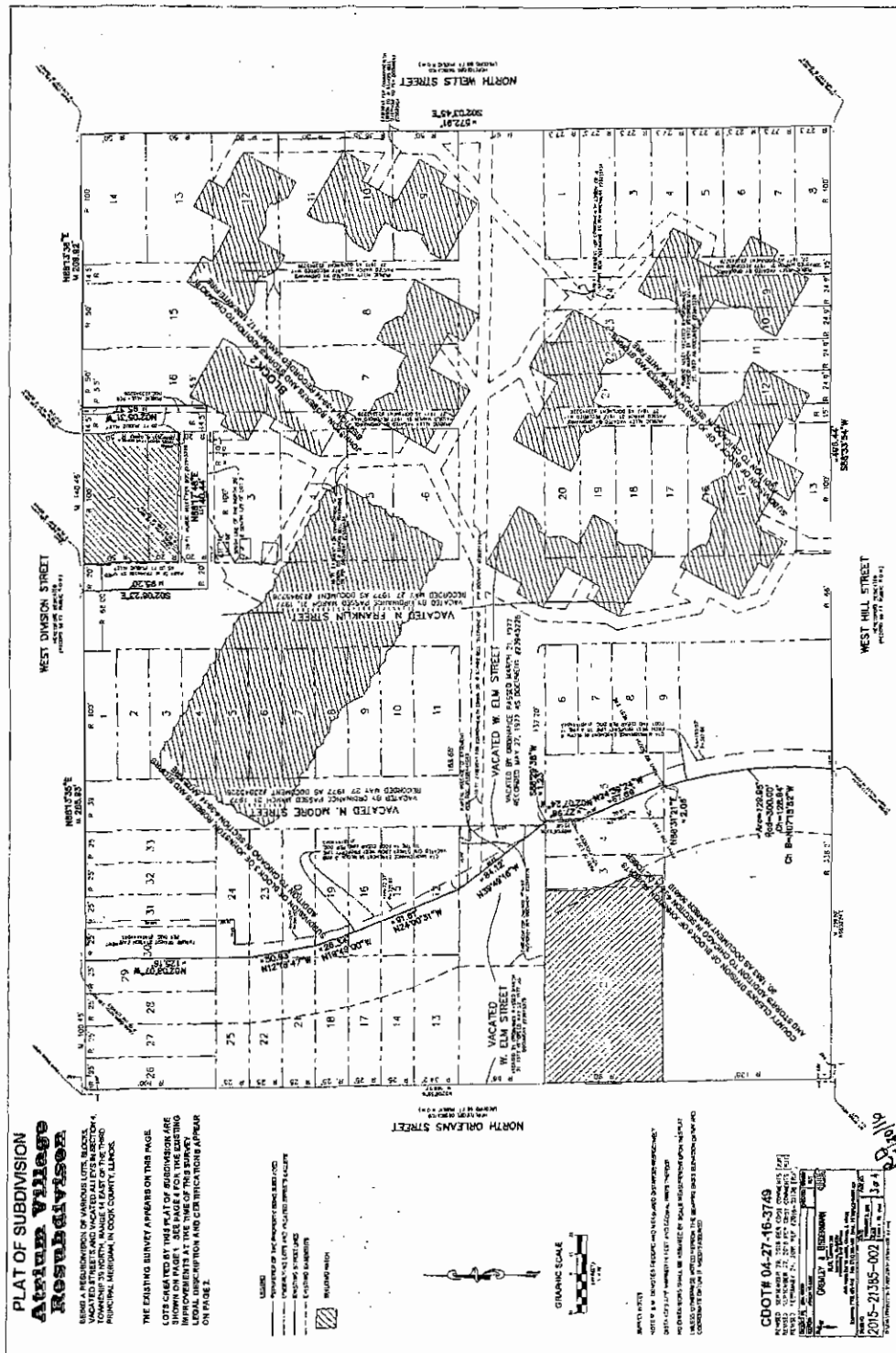
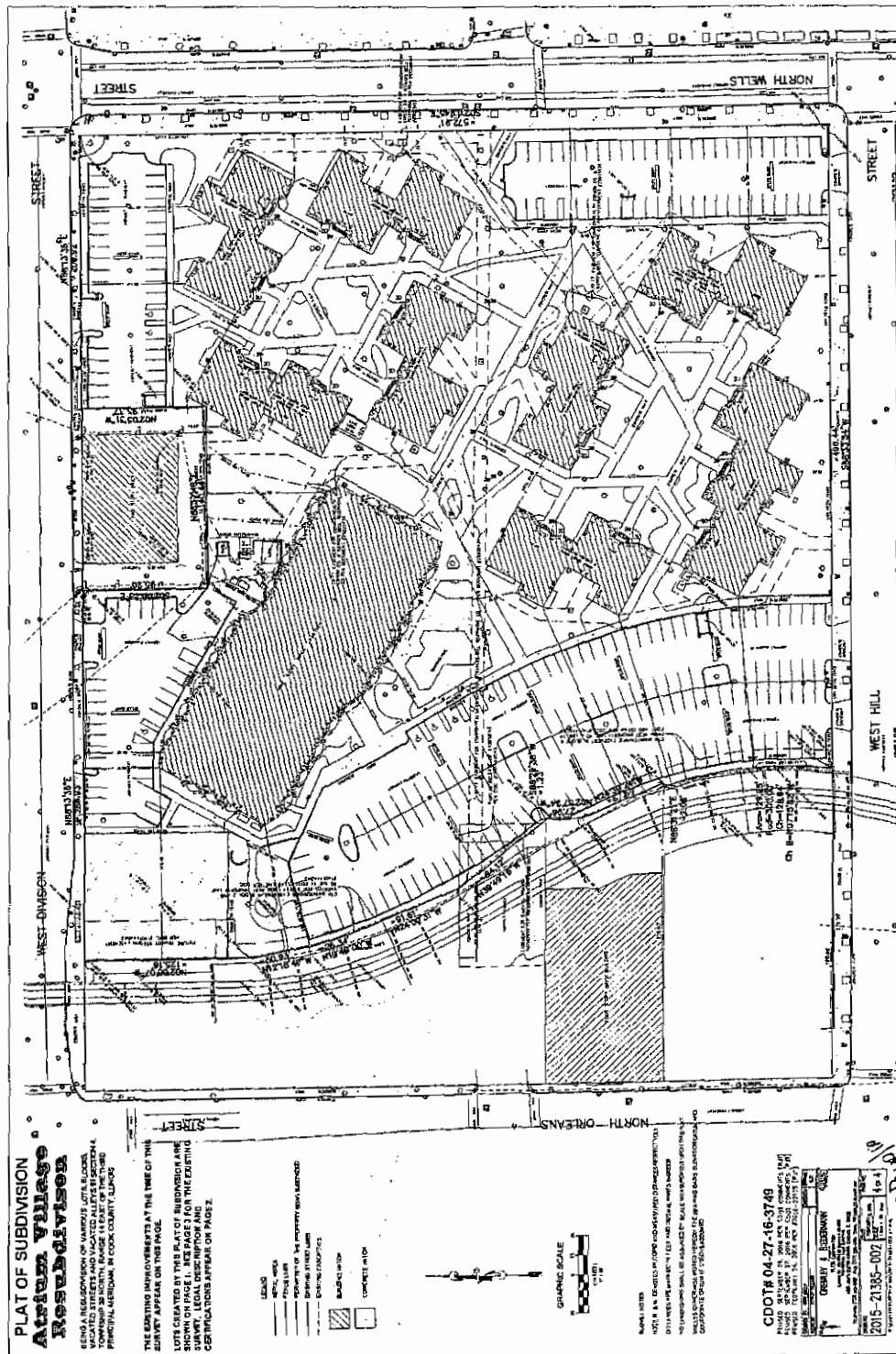
Plat Of Subdivision.  
(Page 3 of 4)

*Exhibit "A".*

*Plat Of Subdivision.*  
(Page 4 of 4)



(Continued from page 35581)

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

*Yeas* -- Aldermen Moreno, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Beale, Sadlowski Garza, Thompson, Cárdenas, Quinn, Burke, Lopez, Foulkes, D. Moore, Curtis, O'Shea, Cochran, Muñoz, Zalewski, Solis, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Waguespack, Mell, Ramirez-Rosa, Villegas, Sposato, Laurino, O'Connor, Napolitano, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Silverstein -- 44.

*Nays* -- None.

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

The following is said ordinance as passed:

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

WHEREAS, The properties at 4100 -- 4158 West 61<sup>st</sup> Street, are owned by the Public Building Commission of Chicago, a municipal corporation ("Developer"); and

WHEREAS, The Developer proposes to dedicate additional width in the public sidewalk as now built, to serve the adjacent Chicago Public School site known as the Southwest Area Middle School property, along the portion of West 61<sup>st</sup> Street to be dedicated; 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 acceptance of the dedication of part of the public right-of-way described in the following ordinance; now, therefore,

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

SECTION 1. That part of the east half of the southwest quarter of the northeast quarter of the southeast quarter of Section 15, Township 38 North, Range 13, East of the Third Principal Meridian, and those parts of Lots 10 and 11 in Fred'K H. Bartlett's Keeler Avenue and 61<sup>st</sup> Street Addition, being a subdivision of the southwest quarter of the southwest quarter of the northeast quarter of said southeast quarter of Section 15, according to the plat thereof recorded May 3, 1923, as Document 7912322, together with that part of the 16-foot north/south alley that was vacated March 10, 1928, per Document 995149, lying between said Lots 10 and 11, together with that part of the 33-foot roadway that was vacated March 10, 1928, per Document 995149, lying east of and adjacent to said Lot 10, all taken as a tract, described as follows: beginning at the southwest corner of said Lot 11; thence north 1 degree, 39 minutes, 53 seconds west 7.50 feet, along the west line of said Lot 11, being also the east line of South Keeler Avenue, to the north line of the south 40.50 feet of the southwest quarter of the northeast quarter of said southeast quarter of

Section 15; thence north 88 degrees, 45 minutes, 56 seconds east along said north line, 600.39 feet to the west line of the east 33.00 feet of said southwest quarter of the northeast quarter of the southeast quarter of Section 15, being also the west line of South Karlov Avenue; thence south 1 degree, 36 minutes, 34 seconds east along said west line, 7.50 feet to the north line of West 61<sup>st</sup> Street; thence south 88 degrees, 45 minutes, 56 seconds west along said north line, 600.39 feet to the point of beginning, in Cook County, Illinois, total area hereby dedicated is 4,503 square feet or 0.103 acre more or less, as shaded and legally described by the words "Hereby Dedicated" 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 dedicated, inasmuch as the same is required for public use and the public interest will be subserved by such dedication.

SECTION 2. The Developer acknowledges that any private sewers, appurtenances and connections within the area to be dedicated shall be abandoned, relocated, and shall be maintained at the Developers expense, or established as public through a City Council ordinance. In the event that any sewer is abandoned, the abandonment plans must be reviewed, approved and permitted by the Department of Water Management, Sewer Design Section prior to work.

SECTION 3. The dedication herein provided for is made upon the express condition that within one 180 days after the passage of this ordinance, the Developer or its assign shall file or cause to be filed for recording with the Office of the Recorder of Deeds of Cook County, Illinois a certified copy of this ordinance, together with the associated full-sized plat as approved by the Department of Transportation's Acting Superintendent of Maps and Plats.

SECTION 4. This ordinance shall take effect and be in force from and after its passage and publication. The dedication shall take effect and be in force from and after its recording.

Dedication Approved:

(Signed) Rebekah Scheinfeld  
Commissioner

Approved as to Form and Legality:

(Signed) Richard Wendy  
Deputy Corporation Counsel

(Signed) Michael Zalewski  
Alderman, 23<sup>rd</sup> Ward

[Exhibit "A" referred to in this ordinance printed  
on page 35588 of this *Journal*.]



VACATION AND DEDICATION OF PORTIONS OF PUBLIC ALLEYS IN AREA BOUNDED BY W. IRVING PARK RD., N. LAVERGNE AVE., W. DAKIN ST. AND N. LAMON AVE.

[O2016-683]

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, October 25, 2016.

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

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body *Pass* a proposed vacation and dedication of alleys in the block bounded by West Irving Park Road, West Dakin Street, North Lamon Avenue and North Lavergne Avenue. This ordinance was referred to the committee on February 10, 2016.

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

Respectfully submitted,

(Signed) ANTHONY BEALE,  
*Chairman.*

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

Yeas -- Aldermen Moreno, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Beale, Sadlowski Garza, Thompson, Cárdenas, Quinn, Burke, Lopez, Foulkes, D. Moore, Curtis, O'Shea, Cochran, Muñoz, Zalewski, Solis, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Waguespack, Mell, Ramirez-Rosa, Villegas, Sposato, Laurino, O'Connor, Napolitano, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Silverstein -- 44.

Nays -- None.

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

The following is said ordinance as passed:



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

WHEREAS, The properties at 4901 -- 4927 West Irving Park Road, and 4900 -- 4954 West Dakin Street are owned by Irving Park Properties LLC, an Illinois limited liability company, and Irving Park Properties II LLC, an Illinois limited liability company (collectively the "Developer"); and

WHEREAS, The Developer proposes to use the portion of the alley to be vacated herein for access for parking to serve a new, adjacent, multiuse commercial development; and

WHEREAS, The City Council of the City of Chicago, after due investigation and consideration, has determined that the nature and extent of the public use and the public interest to be subserved is such as to warrant the vacation and dedication of the parts of the public alley, described in the following ordinance; now, therefore,

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

#### SECTION 1.

##### Dedication For Public Alley:

The east 16.00 feet of Lot 160 in Grayland Park Addition to Chicago, a subdivision of the north half of the northeast quarter of Section 21, Township 40 North, Range 13, East of the Third Principal Meridian, according to the plat thereof recorded July 16, 1891, as Document 1504986, in Cook County, Illinois, said parcel containing 1,969 square feet, 0.045 acre (more or less) as shaded and legally described by the words "Hereby Dedicated for Public Alley" on the plat hereto attached as Exhibit A, which drawing for greater clarity, is hereby made a part of this ordinance.

##### Vacation:

That part of an east/west 16-foot wide public alley more particularly described as follows: beginning at the southeast corner of Lot 30 in Grayland Park Addition to Chicago, a subdivision of the north half of the northeast quarter of Section 21, Township 40 North, Range 13, East of the Third Principal Meridian, according to the plat thereof recorded July 16, 1891, as Document 1504986; thence south 01 degree, 27 minutes, 23 seconds east along the west line of North Lamon Avenue 16.00 feet to the northeast corner of Lot 171 in said subdivision; thence south 88 degrees, 40 minutes, 09 seconds west along the north line of Lots 161 to 171 (also being the south line of said east/west 16-foot wide public alley) in said subdivision 279.12 feet of the northwest corner of said Lot 161; thence north 01 degree, 27 minutes, 23 seconds west 16.00 feet to the southwest corner of Lot 40 in said subdivision; thence north 88 degrees, 40 minutes,

09 seconds east along the south line of Lots 30 to 40 (also being the north line of said east/west 16-foot wide public alley) in said subdivision 279.11 feet to the point of beginning, in Cook County, Illinois, said parcel containing 4,466 square feet, 0.1025 acre (more or less) as shaded and legally described by the words "Hereby Vacated" on the plat hereto attached as Exhibit B, 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 The Peoples Gas Light and Coke Company an easement to operate, maintain, repair, renew and replace existing underground facilities and to construct new facilities in all of the area to be vacated, with the right of ingress and egress at all times for any and all such purposes. It is further provided that no buildings or other structures shall be erected on said easement herein reserved for The Peoples Gas Light and Coke Company or other use made of the said area which would interfere with the construction, operation, maintenance, repair, removal, or replacement of said facilities, or the construction of additional facilities. Any future vacation-beneficiary prompted relocation of Peoples Gas facilities lying within the area herein vacated will be accomplished by Peoples Gas, and done at the expense of beneficiary of the vacation.

SECTION 3. The City of Chicago hereby also reserves for the benefit of Commonwealth Edison, AT&T/SBC, Comcast 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 alley 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 Commonwealth Edison, AT&T/SBC and/or Comcast facilities. No buildings, permanent structures or obstructions shall be placed over Commonwealth Edison, AT&T/SBC and/or Comcast facilities without express written release of easement by the involved utility. Any future vacation-beneficiary prompted relocation of Commonwealth Edison, AT&T/SBC and/or Comcast facilities lying within the area herein vacated will be accomplished by the involved utility, and be done at the expense of beneficiary of the vacation.

SECTION 4. The vacation herein provided for is made upon the express condition that within 180 days after the passage of this ordinance, the Developer shall deposit in the City Treasury of the City of Chicago, a sum sufficient to defray the costs of removing paving and curb returns, constructing sidewalk and curb at the entrance to that part of the alley hereby vacated, and constructing the newly dedicated public alley, 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, and in agreement with the executed Duty to Build Agreement attached herein and made a part of this ordinance as Exhibit C.

SECTION 5. The vacation and dedication herein provided for are made upon the express condition that within 180 days after the passage of this ordinance, the Developer shall pay or cause to be paid to the City of Chicago as compensation for the benefits which will accrue to the Developer of the property abutting said part of public alley hereby vacated the sum One Hundred Forty Thousand and no/100 Dollars (\$140,000.00), which sum in the judgment of this body will be equal to such benefits.

SECTION 6. The vacation herein provided for is made upon the express condition that within 180 days after the passage of this ordinance, the applicant shall file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois a certified copy of this ordinance, together with an associated oversized plats as approved by the Superintendent of Maps and Plats.

SECTION 7. This ordinance shall take effect and be in force from and after its passage. The vacation shall take effect and be in force from and after its recording.

Vacation and Dedication Approved:

(Signed) Rebekah Scheinfeld  
Commissioner of Transportation

Approved as to Form and Legality:

(Signed) Richard Wendy  
Deputy Corporation Counsel

(Signed) John Arena  
Alderman, 45<sup>th</sup> Ward

[Exhibits "A" and "B" referred to in this ordinance  
printed on pages 35594 and 35595  
of this *Journal*.]

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

*Exhibit "C".**Duty To Build Agreement For Creation Of New Alley.*

In support of my current application with the Chicago Department of Transportation's Maps and Plats unit, for a dedication of my private property for a new public way, I hereby state that I am the applicant or the company agent for the applicant company involved in the project, and that I have the authority to agree to the below terms of the Dedication. Please initial:

C.C. I am aware that I am responsible for the construction of all public and private rights of way (streets, alleys, etc) described on the Plat of Subdivision/Dedication.

C.C. I further understand that all rights of way (both public and private) must be built to City specifications as detailed in CDOT's Regulation for Openings, Construction and Repair in the Public Way.

C.C. Lastly, I understand that construction deposits will be required to assure that the work is done correctly. An inspection will be conducted by the City upon completion of the work. The City of Chicago reserves the right to require demolition and reinstallation of any facilities that are judged to be sub par or that do not adhere to the City's standards.

Signed: Charles H. Cui Date: 11/12/2015

Printed name: Charles H. Cui Title: Manager

Organization: Irving park property Holdings, LLC

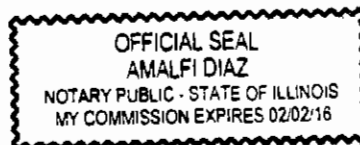
Address: 5519 N. Cumberland Ave. #1008 Zip: 60656

Phone/fax: 773-775-1717 / 773-775-1771

Email: charlescui111@yahoo.com

Notary:

Amalfi Diaz







VACATION OF PORTION OF W. PARKER AVE. IN AREA BOUNDED BY  
N. KILPATRICK AVE., W. DIVERSEY AVE. AND N. KENTON AVE.

[O2016-6447]

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, October 25, 2016.

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

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body *Pass* a proposed vacation of a 7-foot strip of West Parker Avenue bounded by North Kilpatrick Avenue and unopened North Knox Avenue (approximately vacated North Kenton Avenue). This ordinance was referred to the committee on September 14, 2016.

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

Respectfully submitted,

(Signed) ANTHONY A. BEALE,  
*Chairman.*

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

*Yeas* -- Aldermen Moreno, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Beale, Sadlowski Garza, Thompson, Cárdenas, Quinn, Burke, Lopez, Foulkes, D. Moore, Curtis, O'Shea, Cochran, Muñoz, Zalewski, Solis, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Waguespack, Mell, Ramirez-Rosa, Villegas, Sposato, Laurino, O'Connor, Napolitano, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Silverstein -- 44.

*Nays* -- None.

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

The following is said ordinance as passed:

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

WHEREAS, The properties at 4626 -- 4650 West Parker Avenue are owned by Shubert Development Partners LLC, a Colorado limited liability company ("Developer"); and

WHEREAS, The Developer proposes to use the portion of the street to be vacated herein for landscaping/greenspace; and

WHEREAS, The City Council of the City of Chicago, after due investigation and consideration, has determined that the nature and extent of the public use and the public interest to be subserved is such as to warrant the vacation of part of public street, described in the following ordinance; now, therefore,

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

#### SECTION 1.

##### Parcel 1:

That part of West Parker Avenue heretofore dedicated by S.S. Hayes' Kelvyn Grove Addition to Chicago, a subdivision of the southwest quarter of Section 27, Township 40 North, Range 13, East of the Third Principal Meridian, according to the plat thereof recorded September 25, 1873 as Document 125133, more particularly described as follows: beginning at the southwest corner of Lot 18 in Block 3 of said S.S. Hayes' Kelvyn Grove Addition to Chicago; thence north 88 degrees, 34 minutes, 17 seconds east along the north line of said West Parker Avenue 124.97 feet to the east line of the west 25 feet of Lot 16 in Block 3 of said S.S. Hayes' Kelvyn Grove Addition to Chicago; thence south 02 degrees, 08 minutes, 10 seconds east along said east line 7.00 feet to a point on a line 7.00 feet south of and parallel with said north line of West Parker Avenue; thence south 89 degrees, 34 minutes, 17 seconds west along said parallel line 124.97 feet to a point on the southerly extension of the west line of said Lot 18; thence north 02 degrees, 08 minutes, 49 seconds west along said extended line 7.00 feet to the point of beginning, in Cook County, Illinois, said parcel contains 968 square feet or 0.022 acre, more or less.

##### Parcel 2:

That part of West Parker Avenue heretofore dedicated by S.S. Hayes' Kelvyn Grove Addition to Chicago, a subdivision of the southwest quarter of Section 27, Township 40 North, Range 13, East of the Third Principal Meridian, according to the plat thereof



recorded September 25, 1873 as Document 125133, more particularly described as follows: beginning at the southwest corner of the west 25 feet of Lot 16 in Block 3 of said S.S. Hayes' Kelvyn Grove Addition to Chicago; thence north 88 degrees, 34 minutes, 17 seconds east along the north line of said West Parker Avenue 138.30 feet to the west line of West Parker Avenue vacated by ordinance passed December 23, 1957 and recorded January 7, 1958 as Document 17104154; thence south 01 degree, 57 minutes, 34 seconds east along said west line 7.00 feet to a point on a line 7.00 feet south of and parallel with said north line of West Parker Avenue; thence south 89 degrees, 34 minutes, 17 seconds west along said parallel line, 138.28 feet to a point on the southerly extension of the east line of the west 25 feet of said Lot 16; thence north 02 degrees, 08 minutes, 10 seconds west along said extended line 7.00 feet to the point of beginning, in Cook County, Illinois, said parcel contains 875 square feet or 0.020 acre, more or less. Total area of vacation = 1,843 square feet or 0.042 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, its 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 Commonwealth Edison 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 Developer prompted relocation of facilities lying within the area being vacated will be accomplished by the involved utility, and be done at the expense of the beneficiary of the vacation, or its successor and/or assigns.

SECTION 3. The vacation herein provided for is made upon the express condition that within 180 days after the passage of this ordinance, the Developer shall deposit in the City Treasury of the City of Chicago, a sum sufficient to defray the costs of removing paving and curb returns, and constructing sidewalk 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.

SECTION 4. The vacation herein provided for is also made upon the express condition that within 180 days after the passage of this ordinance, the Developer shall pay or cause

to be paid to the City of Chicago as compensation for the benefits which will accrue to the owner of the property abutting said part of public street hereby vacated the sum Fifty Thousand and no/100 Dollars (\$50,000.00), which sum in the judgment of this body will be equal to such benefits.

SECTION 5. The vacation herein provided for is made upon the express condition that within 180 days after the passage of this ordinance, the Developer shall file or cause to be filed for recordation with the Office of the Recorder of Deeds of Cook County, Illinois a certified copy of this ordinance, together with the associated full-sized plat as approved by the Acting Superintendent of Maps and Plats.

SECTION 6. This ordinance shall take effect and be in force from and after its passage. The vacation shall take effect and be in force from and after its recording.

Vacation Approved:

(Signed) Rebekah Scheinfeld  
Commissioner of Transportation

Approved as to Form and Legality:

(Signed) Richard Wendy  
Deputy Corporation Counsel

(Signed) Milly Santiago  
Alderman, 31<sup>st</sup> Ward

[Exhibit "A" referred to in this ordinance printed  
on page 35600 of this *Journal*.]



VACATION OF PUBLIC ALLEY IN AREA BOUNDED BY E. 48<sup>TH</sup> ST.,  
S. KENWOOD AVE., E. 47<sup>TH</sup> PL. AND S. DORCHESTER AVE.

[O2016-7753]

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, October 25, 2016.

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

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body *Pass* a proposed vacation of the northernmost section of the north/south 16-foot wide public alley bounded by East 48<sup>th</sup> Street, East 47<sup>th</sup> Place, South Dorchester Avenue and South Kenwood Avenue. This ordinance was referred to the committee on October 5, 2016.

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

Respectfully submitted,

(Signed) ANTHONY A. BEALE,  
*Chairman.*

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

Yeas -- Aldermen Moreno, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Beale, Sadlowski Garza, Thompson, Cárdenas, Quinn, Burke, Lopez, Foulkes, D. Moore, Curtis, O'Shea, Cochran, Muñoz, Zalewski, Solis, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Waguespack, Mell, Ramirez-Rosa, Villegas, Sposato, Laurino, O'Connor, Napolitano, Reilly, Smith, Tunney, Arena, Cappelman, Pawar, Osterman, Silverstein -- 44.

Nays -- None.

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

The following is said ordinance as passed:

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

WHEREAS, The City wishes to support the charitable, educational and philanthropic activities of established not-for-profit corporations and encourage the continued viability and growth of such activities; and

WHEREAS, Many not-for-profit corporations own property that adjoins streets and alleys that are no longer required for public use and might more productively be used in furtherance of such activities; and

WHEREAS, The City would benefit from the vacation of these streets and alleys by reducing City expenditures on maintenance, repair and replacement; by reducing fly-dumping, vandalism and other criminal activity; and by providing support for such charitable, educational and philanthropic activities; and

WHEREAS, The City can promote strong communities by facilitating services to the public, and increase the City's job base through the vacation of public street(s) and/or alley(s) for no compensation; and

WHEREAS, The properties at 4732 -- 4758 South Dorchester Avenue, and 1368 -- 1380 East 48<sup>th</sup> Street are owned by Chicago Title Land Trust, a corporation of Illinois as successor trustee ("Land Trustee") to LaSalle Bank National Association, as successor to American National Bank and Trust Company of Chicago, March 2, 1994 and known as Trust Number 118087-06 ("Chicago Title Land Trust 118087-06"); and

WHEREAS, The properties at 1356 -- 1364 East 48<sup>th</sup> Street, are owned by Southwold Condominium Association which approved a resolution to execute the Consent to Vacation agreement attached as Exhibit A and made a part hereof; and

WHEREAS, The beneficiary of Chicago Title Land Trust 118087-06 is an Illinois not-for-profit corporation ("Not-For-Profit Beneficiary") that uses the site as a private Montessori school ("School") for children from preschool through 8<sup>th</sup> grade; and

WHEREAS, The Not-For-Profit Beneficiary of Chicago Title Land Trust 118087-06 proposes to use the portion of the public alley to be vacated herein for creation of a secure campus, unification of the campus footprint, expansion of the playground area, and temporary housing of a modular classroom for the School; and

WHEREAS, The City Council of the City of Chicago, after due investigation and consideration, has determined that the nature and extent of the public use and the public interest to be subserved is such as to warrant the vacation of parts of public alley described in the following ordinance; now, therefore,

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

SECTION 1. That part of the 14-foot wide north/south public alley in Block 2 in W. B. Pierce's Subdivision of Block 2 of Lyman, Larned And Woodbridge's Subdivision of the east half of the northwest quarter and the northwest quarter of the northeast quarter of

Section 11, Township 38 North, Range 14, East of the Third Principal Meridian, according to the plat thereof recorded May 12, 1874 as Document 159571, lying east of and adjoining the east line of Lot 15 in Block 2 in W. B. Pierce's Subdivision aforesaid, lying north of and adjoining the easterly extension of the south line of said Lot 15, lying west of and adjoining a portion of Lot 1 and Lots 2, 3, 4 and a portion of Lot 5 all in said Block 2; and lying south of and adjoining the south line of East 47<sup>th</sup> Place, said south line being also the easterly extension of the north line of Lot 15 aforesaid, being more particularly described as follows: beginning at the northeast corner of Lot 15 aforesaid; thence south along the east line of said Lot 15 (being also the west line of said north/south alley), a distance of 125.19 feet (record 125.00 feet) to the southeast corner thereof; thence east along the easterly extension of the south line of said Lot 15, a distance of 14.00 feet to the intersection with the west line of Lot 5 aforesaid; thence north along the west line of Lots 5, 4, 3, 2 and a portion of Lot 1 aforesaid (being also the east line of said north/south alley) a distance of 120.20 feet (record 120.00 feet) to a point of curvature in the west line of said Lot 1; thence northeast along the curved westerly line of said Lot 1 (being also the westerly line of said north/south alley) and being the arc of circle convex to the northwest and having a radius of 25.00 feet, an arc distance of 5.03 feet to the intersection with the easterly extension of the north line of Lot 15 aforesaid; thence west along said easterly extension, 14.50 feet to the point of beginning, in Cook County, Illinois, said above described parcel containing 1,751 square feet or 0.0402 acre, more or less as shaded and legally described by the words "Hereby Vacated" on the plat hereto attached as Exhibit B, which plat for greater clarity, is hereby made a part of this ordinance, be and the same is hereby vacated and closed, inasmuch as the same is no longer required for public use and the public interest will be subserved by such vacation.

SECTION 2. The Commissioner of Transportation, or a designee of the Commissioner, is hereby authorized to accept and approve a redevelopment agreement or similar instrument restricting the use and improvement of the public way vacated in Section 1 of this ordinance to social service purposes which include, but shall not be limited to educational purposes and for such use and improvements that are accessory, as that term is defined in the Chicago Zoning Ordinance, to such social service purposes, such uses and improvements to be owned and operated by the not-for-profit corporation, subject to the approval of the Corporation Counsel as to form and legality. The restriction on use and improvement in the covenant, agreement or instrument shall be for a term of 40 years and upon breach of such restriction the public way herein vacated shall revert to the City and be subject to the terms and conditions of the dedication by which it has been heretofore held by the City.

SECTION 3. The City of Chicago hereby reserves for the benefit of Commonwealth Edison and its 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 alley 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 Commonwealth Edison facilities. No buildings, permanent structures or obstructions shall be placed over Commonwealth Edison facilities without express written release by the utility. Any future vacation-beneficiary prompted relocation of

Commonwealth Edison lying within the area herein vacated will be accomplished by Commonwealth Edison, and completed at the expense of the beneficiary of the vacation.

SECTION 4. The vacation herein provided for is made upon the express condition that within 180 days after the passage of this ordinance, the Not-For-Profit Beneficiary shall or shall cause the Chicago Title Land Trust 118087-06 to deposit in the City Treasury of the City of Chicago, a sum sufficient to defray the costs of removing paving and curb returns, and constructing sidewalk 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.

SECTION 5. The vacation herein provided for is made upon the express condition that within 180 days after the passage of this ordinance, the Not-For-Profit Beneficiary shall or shall cause the Chicago Title Land Trust 118087-06 to file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois, a certified copy of this ordinance, together with a redevelopment agreement complying with Section 2 of this ordinance, and approved by the Corporation Counsel, and the full-sized corresponding plat as approved by the Department of Transportation/Superintendent of Maps & Plats.

SECTION 6. This ordinance shall take effect and be in force from and after its passage. The vacation shall take effect and be in force from and after its recording.

Vacation Approved:

(Signed) Rebekah Scheinfeld  
Commissioner of Transportation

Approved as to Form and Legality:

(Signed) Richard Wendy  
Deputy Corporation Counsel

(Signed) Sophia King  
Alderman, 4<sup>th</sup> Ward

[Exhibit "B" referred to in this ordinance printed  
on page 35607 of this *Journal*.]

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

Exhibit "A".  
(Page 1 of 2)

Consent To Vacation.

- I The undersigned, represents that he/she is the (check one)  
 \_\_\_\_\_ owner (skip to Section II.)  
 \_\_\_\_\_ beneficiary (skip to Section II.)  
X the duly authorized agent of the owner / beneficiary (CIRCLE ONE) described below:

Name of owner / beneficiary: Southwold Condominium Association

Name of company (if applicable): \_\_\_\_\_

Mailing Address: 1358-64 E. 48th Street zip: 60615

Telephone number: (773) 943-0376 343-2812

If agent's address is different from the owner / beneficiary, complete the following:

Name of firm: \_\_\_\_\_ tel: (\_\_\_\_) \_\_\_\_\_

Mailing Address: \_\_\_\_\_ zip: \_\_\_\_\_

- II Property for which consent is being given (insert common street address(es)):

with the \*Permanent Index Number(s): (PIN #) 20-11-202-040-0000

(PIN #) \_\_\_\_\_

(PIN #) \_\_\_\_\_

- III As the owner / beneficiary / duly authorized agent of the property described above, I give consent to the vacation of the public right-of-way described as:

TO BE PROVIDED BY THE VACATION APPLICANT-- (insert common language description of vacation):

The undersigned agrees to waive all claims for damages or compensation arising from such vacation

signed [Signature] date 1/4/2016 printed LINDA E. TUCKER

signed \_\_\_\_\_ date \_\_\_\_\_ printed \_\_\_\_\_

Notary Public:

signed Patricia A. Erington date 1/4/16 printed Patricia Erington

PIN's are 14 digit numbers that usually take the form of 17-54-567-890-(XXXX). The PIN is a unique number for each property and can be found on property tax bills relating to the specific property.

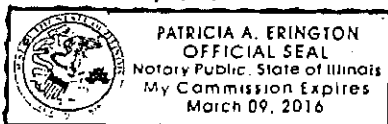




Exhibit "A".  
(Page 2 of 2)

*Southwold Condominium Association Resolution.*

*Recitals.*

WHEREAS the Southwold Condominium Association is comprised of members owning nine units in the property at 1358-64 E. 48<sup>th</sup> Street, Chicago, Illinois; and

WHEREAS the Southwold Condominium Association is adjacent to the southern half of the of the north south alley, located to the west of Dorchester Avenue, to the south of 47<sup>th</sup> Place and to the north of 48<sup>th</sup> Street (the "North South Alley"); and

WHEREAS the neighboring Ancona School has applied to vacate the northern half of the North South Alley, which is not adjacent to the Southwold Condominium Association; and

WHEREAS City of Chicago's Department of Transportation asked the Ancona School to obtain a consent letter from the Southwold Condominium Association in order to apply for the vacation of the northern portion of the North South Alley; and

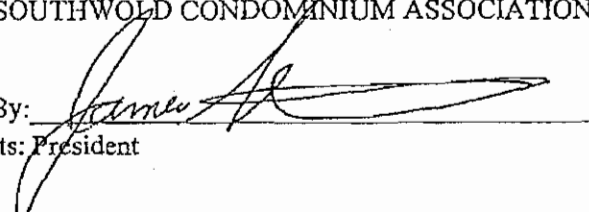
WHEREAS on September 7, 2014, the Southwold Condominium Association held a meeting to review whether or not to execute the consent to vacation letter; and

WHEREAS on September 7, 2014, the Southwold Condominium Association voted to execute the consent to vacation letter with 6 affirming votes.

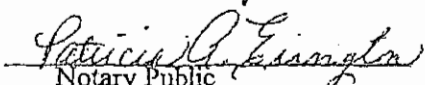
NOW, THEREFORE, BE IT RESOLVED, by the Board of the Southwold Condominium Association:

It is resolved that the Southwold Condominium Association consents to the Ancona School's vacation of the northern portion of the North South Alley; that Jim Stricklin, Southwold President, has the authority to sign this Resolution; and that Linda Tucker, Board Member, is authorized to execute the consent to vacation letter on behalf of the Southwold Condominium Association.

SOUTHWOLD CONDOMINIUM ASSOCIATION

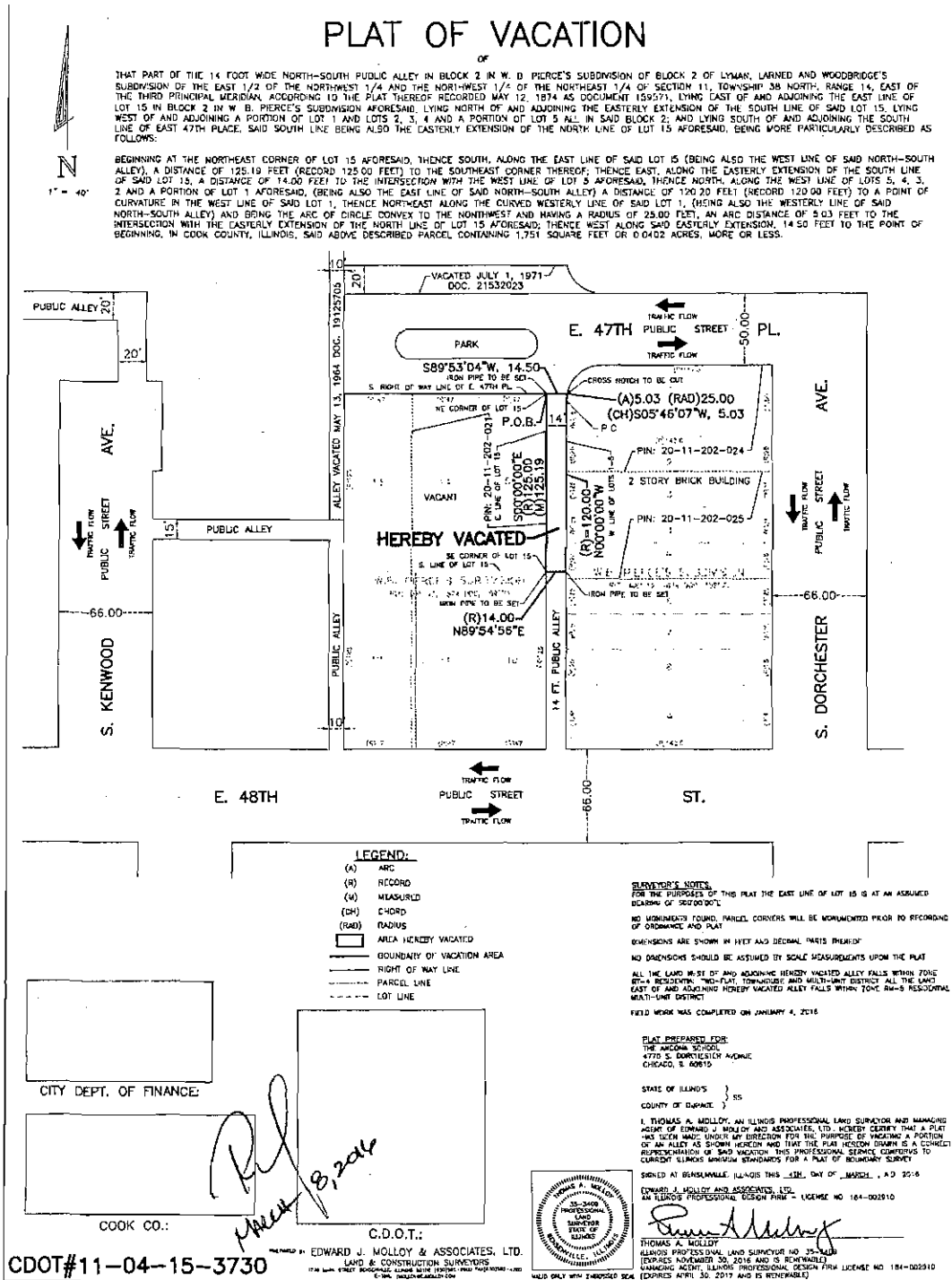
By:   
Its: President

Subscribed and sworn to before me  
this 27 day of April, 2015.

  
Notary Public



## Exhibit "B".



VACATION OF PUBLIC WAY IN AREA BOUNDED BY W. 51<sup>ST</sup> ST., GRAND TRUNK WESTERN RAILROAD, W. 53<sup>RD</sup> ST. AND S. MILLARD AVE.

[O2016-1654]

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, October 25, 2016.

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

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body *Pass* a proposed vacation of a dead ended section of West 52<sup>nd</sup> Street and the dead ended 16-foot wide east/west alley to the north, both as bounded by South Millard Avenue and railroad tracks to the east. This ordinance was referred to the committee on March 16, 2016.

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

Respectfully submitted,

(Signed) ANTHONY A. BEALE,  
*Chairman.*

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

*Yeas* -- Aldermen Moreno, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Beale, Sadlowski Garza, Thompson, Cárdenas, Quinn, Burke, Lopez, Foulkes, D. Moore, Curtis, O'Shea, Cochran, Muñoz, Zalewski, Solis, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Waguespack, Mell, Ramirez-Rosa, Villegas, Sposato, Laurino, O'Connor, Napolitano, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Silverstein -- 44.

*Nays* -- None.

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

The following is said ordinance as passed:

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

WHEREAS, The City has experienced a significant loss of industry and jobs in recent years, accompanied by a corresponding erosion of its tax base, due in part to industrial firms' inability to acquire additional property needed for their continued viability and growth; and

WHEREAS, Many industrial firms adjoin streets and alleys that are no longer required for public use and might more productively be used for plant expansion and modernization, employee parking, improved security, truck loading areas or other industrial uses; and

WHEREAS, The City can strengthen established industrial areas and expand the City's jobs base by encouraging the growth and modernization of existing industrial facilities through the vacation of public streets and alleys for reduced compensation; and

WHEREAS, The properties at 3601 -- 3625 West 51<sup>st</sup> Street, 5101 -- 5109 South Millard Avenue, 5113 -- 5171 South Millard Avenue and 5213 -- 5231 South Millard Avenue (collectively, the "Properties") are owned by R.F.M. Properties I, L.P., a Texas limited partnership, licensed to transact business in Illinois ("R.F.M. Properties I, L.P."); and

WHEREAS, R.F.M. Properties I, L.P. operates a freezer facility ("Facility") on the Properties and employs one hundred five (105) full-time employees at the Facility; and

WHEREAS, R.F.M. Properties I, L.P. proposes to use the portion of the street and alley to be vacated herein for employee parking and future expansion of the Facility; 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 part of public street and alley described in the following ordinance; now, therefore,

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

SECTION 1. The east/west 16-foot wide public alley lying south of and adjoining the south line of Lots 1 through 4, all inclusive, in Block 1 of Elsdon John G. Earle's Subdivision in the east half of the southwest quarter of Section 11, Township 38 North, Range 13, East of the Third Principal Meridian, according to the plat recorded September 12, 1888 as Document Number 1003631; lying west of and adjoining the southerly extension of the east line of said Lot 1; lying east of and adjoining the east right-of-way line of South Millard Avenue; and lying north of and adjoining the north line of

Lots 6, 5, that part of Lot 4 and the easterly extension thereof, all inclusive, in Block A of John G. Earle's Subdivision in the east half of the southwest quarter of Section 11, Township 38 North, Range 13, East of the Third Principal Meridian, according to the plat recorded July 29, 1892 as Document Number 1708504, all in Cook County, Illinois, said above described parcel containing 1,616 square feet or 0.0371 acre, more or less,

Together With:

That part of West 52<sup>nd</sup> Street 50-foot wide right-of-way lying south of and adjoining Block C and lying north of and adjoining Block D, both inclusive, of John G. Earle's Subdivision in the east half of the southwest quarter of Section 11, Township 38 North, Range 13, East of the Third Principal Meridian, according to the plat recorded July 29, 1892 as Document Number 1708504; lying east of and adjoining the east right-of-way line of South Millard Avenue; and lying west of and adjoining the west right-of-way line of the Grand Trunk Western Railroad, all in Cook County, Illinois, said above described parcel containing 12,554 square feet or 0.2882 acre, more or less, total area being vacated containing 14,107 square feet or 0.3253 acre more or less as shaded and legally described by the words "Hereby Vacated" on the drawing 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 vacations.

SECTION 2. The Commissioner of Transportation, or a designee of the Commissioner, is hereby authorized to accept and approve a restrictive covenant or similar instrument restricting the use and improvement of the public way vacated in Section 1 of this ordinance to industrial uses and for such use and improvements that are accessory as that term is defined in the Chicago Zoning Ordinance. The restriction on use and improvement in the covenant agreement or instrument shall be for a term of 40 years and upon breach of such restriction the public way herein vacated shall revert to the City and be subject to the terms and conditions of the dedication by which it has been heretofore held by the City.

SECTION 3. The City of Chicago hereby reserves for the benefit of Commonwealth Edison and AT&T-SBC/LNS 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 and alley 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 Commonwealth Edison, or AT&T-SBC/LNS, facilities. No buildings, permanent structures or obstructions shall be placed over

their respective facilities without express written release of easement by Commonwealth Edison or AT&T-SBC/LNS. Any future vacation-beneficiary prompted relocation of Commonwealth Edison or AT&T-SBC/LNS facilities lying within the areas herein vacated will be accomplished by respective utility and be done at the expense of beneficiary of the vacation.

SECTION 4. The vacation herein provided for is made upon the express condition that within 180 days after the passage of this ordinance, R.F.M. Properties I, L.P. shall pay or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois, a certified copy of this ordinance, together with a restrictive covenant, complying with Section 2 of this ordinance and approved by the Corporation Counsel, and the attached plat approved by the Superintendent of Maps and Plats.

SECTION 5. 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 its recording.

Vacation Approved:

(Signed) Rebekah Scheinfeld  
Commissioner

Approved as to Form and Legality:

(Signed) Richard Wendy  
Deputy Corporation Counsel

(Signed) Michael Zalewski  
Alderman, 23<sup>rd</sup> Ward

[Exhibit "A" referred to in this ordinance printed  
on pages 35612 through 35615  
of this *Journal*.]



Exhibit "A".

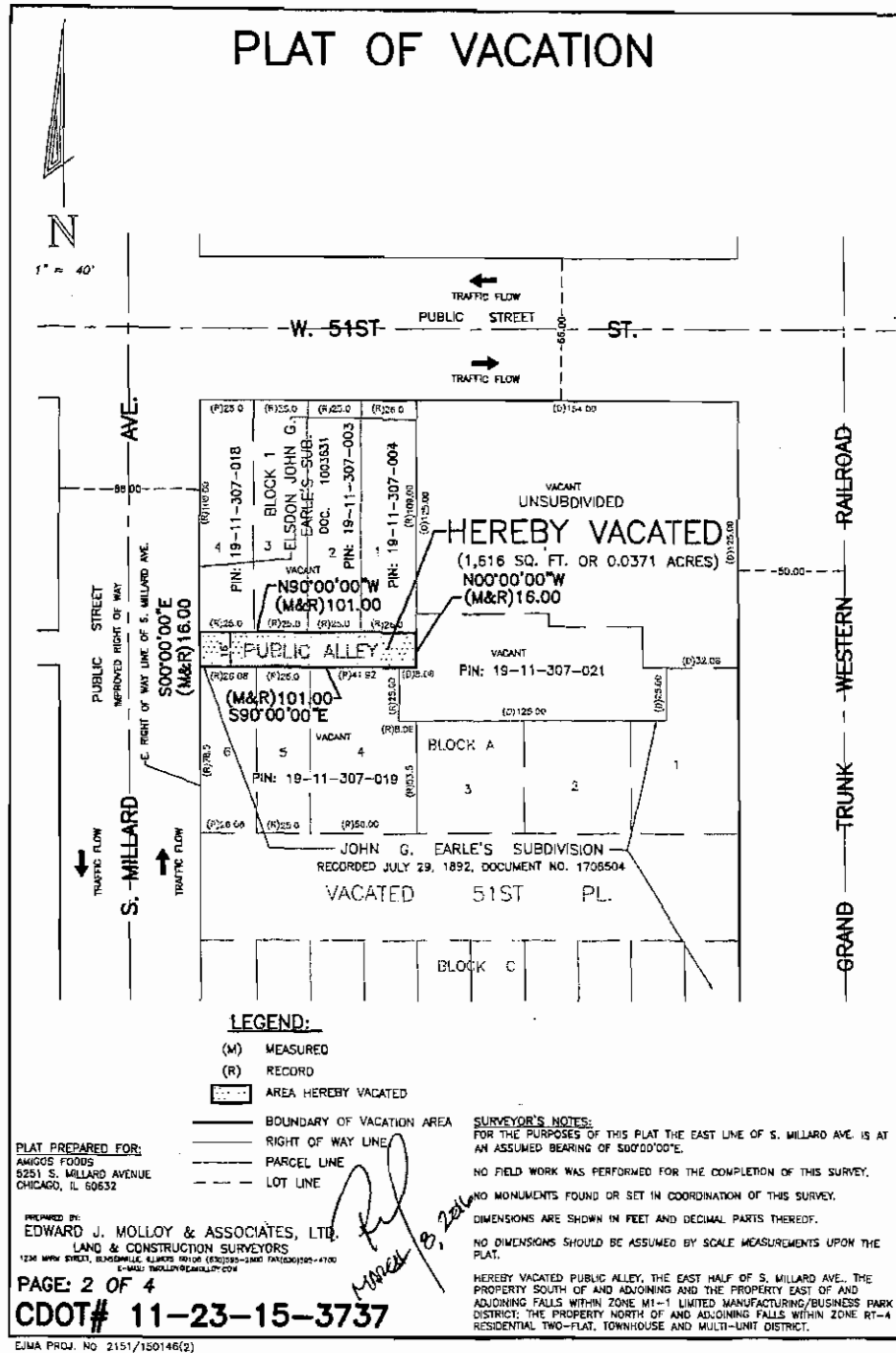
Plat Of Vacation.  
(Page 2 of 4)



Exhibit "A".

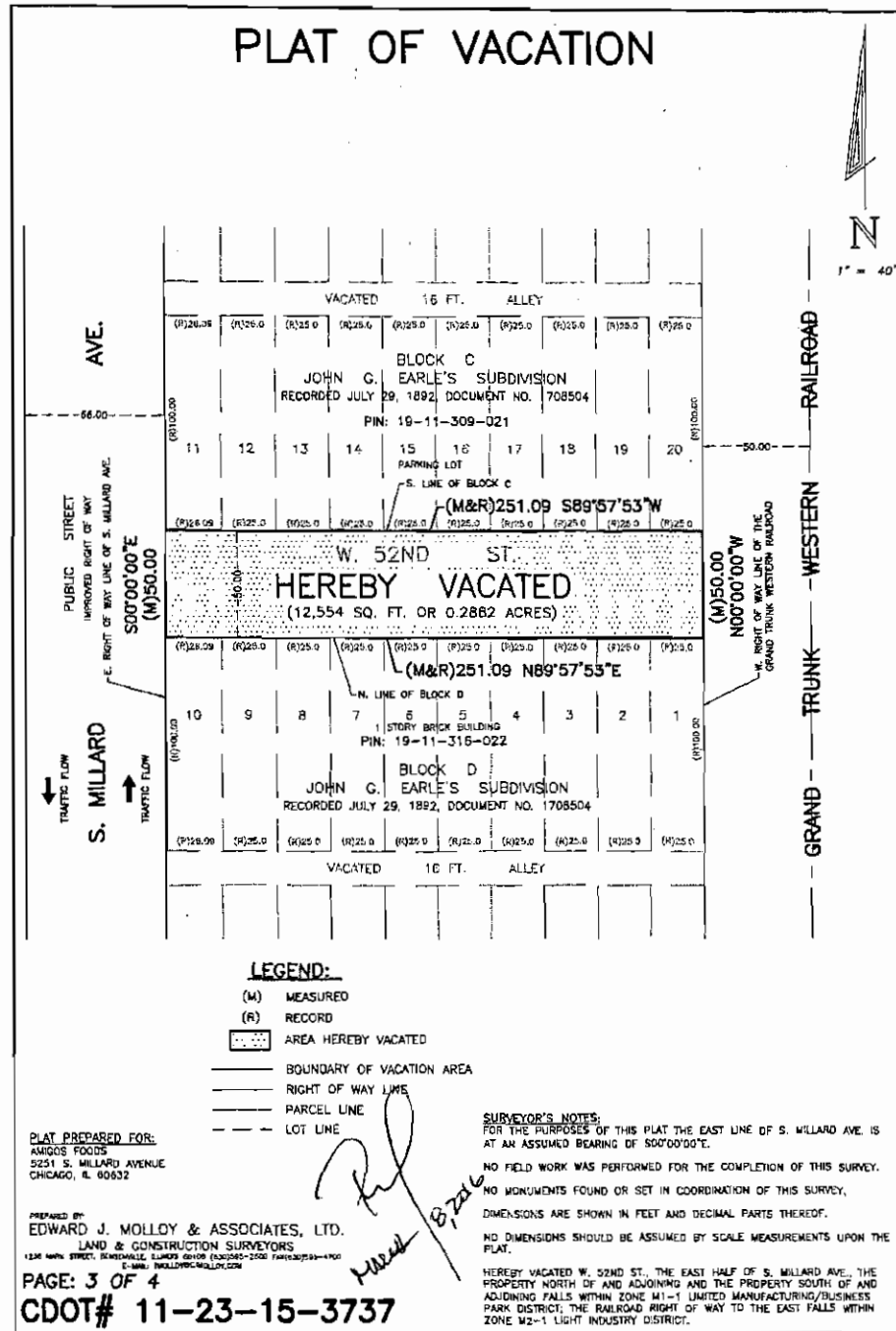
Plat Of Vacation.  
(Page 3 of 4)

Exhibit "A".

Plat Of Vacation.  
(Page 4 of 4)

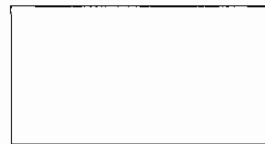
## PLAT OF VACATION

THE EAST-WEST 16 FT. WIDE PUBLIC ALLEY LYING SOUTH OF AND ADJOINING THE SOUTH LINE OF LOTS 1 THROUGH 4, ALL INCLUSIVE, IN BLOCK 1 OF ELSDON JOHN G. EARLE'S SUBDIVISION IN THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 11, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT RECORDED SEPTEMBER 12, 1888 AS DOCUMENT NUMBER 1003631; LYING WEST OF AND ADJOINING THE SOUTHERLY EXTENSION OF THE EAST LINE OF SAID LOT 1; LYING EAST OF AND ADJOINING THE EAST RIGHT OF WAY LINE OF S. MILLARD AVENUE; AND LYING NORTH OF AND ADJOINING THE NORTH LINE OF LOTS 6, 5, THAT PART OF LOT 4 AND THE EASTERLY EXTENSION THEREOF, ALL INCLUSIVE, IN BLOCK A OF JOHN G. EARLE'S SUBDIVISION IN THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 11, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT RECORDED JULY 29, 1892 AS DOCUMENT NUMBER 1708504, ALL IN COOK COUNTY, ILLINOIS, SAID ABOVE DESCRIBED PARCEL CONTAINING 1,618 SQUARE FEET OR 0.0371 ACRES, MORE OR LESS.

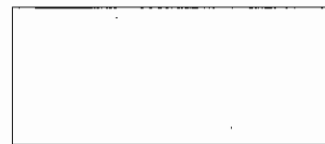
TOGETHER WITH

THAT PART OF W. 52ND STREET 50 FOOT WIDE RIGHT OF WAY LYING SOUTH OF AND ADJOINING BLOCK C AND LYING NORTH OF AND ADJOINING BLOCK D, BOTH INCLUSIVE, OF JOHN G. EARLE'S SUBDIVISION IN THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 11, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT RECORDED JULY 29, 1892 AS DOCUMENT NUMBER 1708504; LYING EAST OF AND ADJOINING THE EAST RIGHT OF WAY LINE OF S. MILLARD AVENUE; AND LYING WEST OF AND ADJOINING THE WEST RIGHT OF WAY LINE OF THE GRAND TRUNK WESTERN RAILROAD, ALL IN COOK COUNTY, ILLINOIS, SAID ABOVE DESCRIBED PARCEL CONTAINING 12,554 SQUARE FEET OR 0.2882 ACRES, MORE OR LESS.

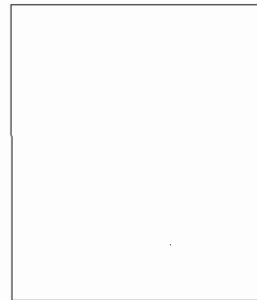
TOTAL AREA BEING VACATED CONTAINING 14,107 SQUARE FEET OR 0.3253 ACRES, MORE OR LESS



CITY DEPT. OF FINANCE:



COOK CO.:



C.D.O.T.:

PLAT PREPARED FOR:  
AMIGOS FOODS  
5291 S. MILLARD AVENUE  
CHICAGO, IL 60632

PREPARED BY:  
EDWARD J. MOLLOY & ASSOCIATES, LTD.  
LAND & CONSTRUCTION SURVEYORS  
1234 N. STATE STREET, CHICAGO, ILLINOIS 60610-1234 (630) 555-1234 FAX (630) 555-1235  
E-MAIL: TMOLLOY@AMIGOSFOODS.COM

PAGE: 4 OF 4

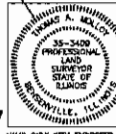
CDOT# 11-23-15-3737

EJWA PROJ. NO. 2151/100146(4)

STATE OF ILLINOIS }  
COUNTY OF DUPAGE }

I, THOMAS A. MOLLOY, AN ILLINOIS PROFESSIONAL LAND SURVEYOR AND MANAGING AGENT OF EDWARD J. MOLLOY AND ASSOCIATES, LTD., HEREBY CERTIFY THAT A PLAT HAS BEEN MADE UNDER MY DIRECTION FOR THE PURPOSE OF VACATING A PORTION OF A STREET AS SHOWN HEREON AND THAT THE PLAT HEREON DRAWN IS A CORRECT REPRESENTATION OF SAID VACATION. THIS PROFESSIONAL SERVICE CONFORMS TO CURRENT ILLINOIS MINIMUM STANDARDS APPLICABLE FOR A BOUNDARY SURVEY.

SIGNED AT BROMFIELD, ILLINOIS THIS 28th DAY OF JANUARY, A.D. 2016

EDWARD J. MOLLOY AND ASSOCIATES, LTD.  
AN ILLINOIS PROFESSIONAL DESIGN FIRM - LICENSE NO. 184-002910

THOMAS A. MOLLOY  
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 35-3405  
(EXPIRES NOVEMBER 30, 2018 AND IS RENEWABLE)  
MANAGING AGENT, ILLINOIS PROFESSIONAL DESIGN FIRM LICENSE NO. 184-002910  
VALID ONLY WITH EXPIRED REAL ESTATE LICENSE APRIL 30, 2017 AND IS RENEWABLE

EXEMPTION OF APPLICANTS FROM PHYSICAL BARRIER REQUIREMENT  
PERTAINING TO ALLEY ACCESSIBILITY FOR PARKING FACILITIES.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, October 25, 2016.

*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 Revenue 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 October 5, 2016.

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

Respectfully submitted,

(Signed) ANTHONY BEALE,  
*Chairman.*

On motion of Alderman O'Shea, the said proposed ordinances transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

*Yeas* -- Aldermen Moreno, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Beale, Sadlowski Garza, Thompson, Cárdenas, Quinn, Burke, Lopez, Foulkes, D. Moore, Curtis, O'Shea, Cochran, Muñoz, Zalewski, Solis, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Waguespack, Mell, Ramirez-Rosa, Villegas, Sposato, Laurino, O'Connor, Napolitano, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Silverstein -- 44.

*Nays* -- None.

Alderman Reilly 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):

*Armitage Auto Repair.*

[O2016-7375]

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Director of the Department of Revenue is hereby authorized and directed to exempt Armitage Auto Repair at 2036 -- 2038 West Armitage Avenue from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for premises address.

SECTION 2. This ordinance shall take effect and be in force upon its passage and publication.

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*Bond Companies.*

[O2016-7632]

*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 Bond Companies, 727 North Milwaukee Avenue, 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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*Cardenas Trucking.*

[O2016-7612]

*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 Cardenas Trucking from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to the parking facilities for 5400 South Central Avenue, Chicago, Illinois.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

*Clark Street Sports.*

[O2016-7425]

*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 Clark Street Sports from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for 4506 West Lawrence Avenue.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

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*CN Auto Repair, Inc.*

[O2016-7378]

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

SECTION 1. Per Section 10-20-430 of the Municipal Code of Chicago, the Director of Revenue is hereby authorized and directed to exempt CN Auto Repair, Inc. from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress into 4940 West Belmont Avenue.

SECTION 2. This ordinance shall be in force and take effect from and after its passage and publication.

---

*First Step Learning.*

[O2016-7377]

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

SECTION 1. Per Section 10-20-430 of the Municipal Code of Chicago, the Director of Revenue is hereby authorized and directed to exempt First Step Learning from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress into 4930 West Diversey Avenue.

SECTION 2. This ordinance shall be in force and take effect from and after its passage and publication.

*George Tsantilis & Dean Nicholas, Joint Ventures.*

[O2016-7641]

*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 George Tsantilis & Dean Nicholas, Joint Ventures, 2036 West Madison 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.

---

*Lawrence Kaufman.*

[O2016-7614]

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

SECTION 1. Per Section 10-20-430 of the Municipal Code of Chicago, the Director of Revenue is hereby authorized and directed to exempt Lawrence Kaufman from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress into 2454 – 2456 North Western Avenue.

SECTION 2. This ordinance shall be in force and take effect from and after its passage and publication.

---

*Victor Kroll.*

[O2016-7619]

*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 Victor Kroll, 912 West 19<sup>th</sup> Street, Chicago, Illinois 60608, 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.

*Alejandro Morales.*

[O2016-7627]

*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 Alejandro Morales, 643 North Kedzie Avenue, Chicago, Illinois 60612, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for premises address.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication

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*Nik's Collision Services LLC.*

[O2016-7374]

*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 Nik's Collision Services LLC from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for 4545 North Pulaski Road.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

---

*North Town Auto LLC.*

[O2016-7623]

*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 North Town Auto LLC, 1311 West North Avenue, 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

*Onward Neighborhood House.*

[O2016-7290]

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Director of Revenue is hereby authorized and directed to exempt Onward Neighborhood House, 5409 -- 5413 West Diversey 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 due publication.

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*Safe Reliable Auto.*

[O2016-7610]

*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 Safe Reliable Auto, 1251 East 95<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.

---

*The Western/1920 LLC.*

[O2016-7376]

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Director of the Department of Revenue is hereby authorized and directed to exempt The Western/1920 LLC at 1920 North Milwaukee Avenue from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for premises address.



SECTION 2. This ordinance shall take effect and be in force upon its passage and publication.

---

*Windy City RE.*

[O2016-7605]

*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 Windy City RE of 2010 South Wabash Avenue from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to parking facilities at 2010 South Wabash Avenue, Chicago, Illinois.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

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## STANDARDIZATION OF PORTIONS OF PUBLIC WAY.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, October 25, 2016.

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

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinances and substitute ordinance transmitted herewith authorizing and directing the Commissioner of Transportation to take the actions necessary for the honorary designation/standardization of various portions of the public way. These ordinances and substitute ordinance were referred to the committee on October 5 and 25, 2016.

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

Respectfully submitted,

(Signed) ANTHONY BEALE,  
*Chairman.*

On motion of Alderman O'Shea, the said proposed ordinances and substitute ordinance transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Moreno, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Beale, Sadlowski Garza, Thompson, Cárdenas, Quinn, Burke, Lopez, Foulkes, D. Moore, Curtis, O'Shea, Cochran, Muñoz, Zalewski, Solis, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Waguespack, Mell, Ramirez-Rosa, Villegas, Sposato, Laurino, O'Connor, Napolitano, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Silverstein -- 44.

Nays -- None.

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

The following are said ordinances as passed (the italic heading in each case not being a part of the ordinance):

*N. Milwaukee Ave. And W. Cortez St., Northwest Corner, To Be Known As "Honorary Blues Legend Willie Buck Way".*

[O2016-7783]

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

SECTION 1. That an ordinance heretofore passed by the City Council which authorizes erection of honorary street-name signs, the Commissioner of Transportation shall take the necessary action or standardization of North Milwaukee Avenue and West Cortez Street, northwest corner, to be known as "Honorary Blues Legend Willie Buck Way".

SECTION 2. This ordinance shall take effect and be in full force hereinafter its passage and publication.

*N. Sedgwick St. And W. Elm St., Northwest Corner, To Be Known As "Honorary Terrance Callier Way".*

[O2016-7530]

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

SECTION 1. That an ordinance heretofore passed by the City Council which authorizes erection of honorary street-name signs, the Commissioner of Transportation shall take the necessary action or standardization of North Sedgwick Street and West Elm Street, northwest corner, to be known as "Honorary Terrance Callier Way".

SECTION 2. This ordinance shall take effect and be in full force hereinafter its passage and publication.

---

*S. Mulligan Ave., From W. 61<sup>st</sup> St. To W. 63<sup>rd</sup> St., To Be Known As "CR Senior League World Champions 2016 Way".*

[O2016-7534]

*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 standardization of South Mulligan Avenue, from West 61<sup>st</sup> Street to West 63<sup>rd</sup> Street, as "CR Senior League World Champions 2016 Way".

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

---

*S. Justine St., From 8700 To 8800 (8700 S. Justine St.), To Be Known As "Mr. G's Street".*

[SO2016-7775]

*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 standardization of South Justine Street, from 8700 to 8800 (8700 South Justine Street) as "Mr. G's Street".

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

*6001 S. Mcvicker Ave. To Be Known As "Nicholas 'Niko' Janeteas, Jr. Way".*

[O2016-7542]

*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 standardization of 6001 South McVicker Avenue as "Nicholas 'Niko' Janeteas, Jr. Way".

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

---

*S. Ashland Ave., From W. 110<sup>th</sup> St. To W. 111<sup>th</sup> St. (11000 To 11059 S. Ashland Ave.), To Be Known As "Troy L. Kates, Sr. Drive".*

[O2016-7553]

*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 standardization of the South Ashland Avenue, from West 110<sup>th</sup> Street to West 111<sup>th</sup> Street (11000 to 11059 South Ashland Avenue), as "Troy L. Kates, Sr. Drive".

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

---

*W. Chicago Ave. And N. Mayfield Ave. To Be Known As "Bishop Jennie L. Petties Way".*

[O2016-7431]

*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 standardization of the intersection of West Chicago Avenue and North Mayfield Avenue to be known as "Bishop Jennie L. Petties Way".

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

*600 Block Of S. Oakley Ave. To Be Known As "Reverend Ivin L. Phillips Way".*

[O2016-7432]

*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 standardization of 600 block of South Oakley Avenue as "Reverend Ivin L. Phillips Way".

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

---

*51 -- 79 Block Of W. Maple St. To Be Known As "Joseph 'Joe' Rossi Way".*

[O2016-7537]

*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 standardization of the 51 -- 79 block of West Maple Street as "Joseph 'Joe' Rossi Way".

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

---

*3600 Block Of W. Douglas Blvd. To Be Known As "Stone Temple Way".*

[O2016-7771]

*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 standardization of 3600 block of West Douglas Boulevard as "Stone Temple Way".

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

---

AMENDMENT OF "HONORARY CPD CAPTAIN LUPE PEÑA DRIVE"  
DESIGNATION FOR 4100 N. CUMBERLAND AVE.

[O2016-7436]

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, October 25, 2016.

*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* an amendment of an ordinance passed by the City Council of the City of Chicago for "Honorary CPD Captain Lupe Peña Drive" on July 20, 2016 printed upon page 29353 of the *Journal of the Proceedings of the City Council of the City of Chicago* is hereby amended by rescinding installation and replacing with "Honorary CPD Commander Lupe Peña Drive". This ordinance was referred to the committee on October 5, 2016.

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

Respectfully submitted,

(Signed) ANTHONY BEALE,  
*Chairman.*

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

*Yeas* -- Aldermen Moreno, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Beale, Sadlowski Garza, Thompson, Cárdenas, Quinn, Burke, Lopez, Foulkes, D. Moore, Curtis, O'Shea, Cochran, Muñoz, Zalewski, Solis, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Waguespack, Mell, Ramirez-Rosa, Villegas, Sposato, Laurino, O'Connor, Napolitano, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Silverstein -- 44.

*Nays* -- None.

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

The following is said ordinance as passed:

Rescind:

Installation of an honorary street designation to be named "Honorary CPD Captain Lupe Peña Drive" on the 4100 block of North Cumberland Avenue which passed at the July 20, 2016, Chicago City Council meeting (*Journal of the Proceedings of the City Council of the City of Chicago*, page 29353),

and replace with:

Installation of an honorary street designation to be named "Honorary CPD Commander Lupe Peña Drive" on the 4100 block of North Cumberland Avenue.

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REPEAL OF PRIOR ORDINANCE WHICH DESIGNATED N. WABASH AVE., FROM E. ILLINOIS ST. TO MAIN BRANCH OF CHICAGO RIVER, AS "TRUMP PLAZA".

[O2016-7434]

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, October 25, 2016.

*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 repeal of a prior ordinance which designated North Wabash Avenue, from East Illinois Street to the main branch of Chicago River, as "Trump Plaza". This ordinance was referred to the committee on October 5, 2016.

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

Respectfully submitted,

(Signed) ANTHONY BEALE,  
*Chairman.*

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

*Yeas* -- Aldermen Moreno, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Beale, Sadlowski Garza, Thompson, Cárdenas, Quinn, Burke, Lopez, Foulkes, D. Moore, Curtis, O'Shea, Cochran, Muñoz, Zalewski, Solis, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Waguespack, Mell, Ramirez-Rosa, Villegas, Sposato, Laurino, O'Connor, Napolitano, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Silverstein -- 44.

*Nays* -- None.

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

The following is said ordinance as passed:

WHEREAS, Chicago is one of the most culturally and ethnically diverse cities in the United States; and

WHEREAS, The City of Chicago embraces all cultural ethnicities and heritages that for generations have contributed to the fabric of our City's neighborhoods; and

WHEREAS, Chicago, as a Welcoming City, is also one of the most immigrant-friendly cities in the country and a leader in progressive policies that protects undocumented individuals and families; and

WHEREAS, Republican presidential candidate Donald Trump has embarked on a hateful and racist campaign against immigrants and minorities; and

WHEREAS, Donald Trump's mean-spirited remarks about Chicago during the first presidential debate misrepresents the City and discredits the positive attributes of the City; and



WHEREAS, Donald Trump has a history of blaming Latinos and African Americans for violent crime; and

WHEREAS, Donald Trump's complete disregard for civil liberties traces back to the 1970s, when his company was sued by the Justice Department for racial discrimination against black people who wanted to rent apartments in various boroughs of New York; and

WHEREAS, During his bid for the Republican presidential nomination, Donald Trump made racist remarks against Mexican and Latin American immigrants by publicly calling this population "rapists" and "killers"; and

WHEREAS, In May 2016, Donald Trump implied that Gonzalo Curiel, a federal judge presiding over a class action case against Trump University, would not be able to effectively carry out his job responsibilities because of his Mexican heritage; and

WHEREAS, Donald Trump attacked a Muslim family after they spoke against his racism and bigotry at the 2016 Democratic National Convention; and

WHEREAS, Donald Trump has refused to condemn white supremacists who support his 2016 presidential campaign; and

WHEREAS, Donald Trump's offensive and hateful language has contributed to hate crimes against Latinos and other minority groups; and

WHEREAS, Donald Trump's propensity for divisive language and hate speech goes against the values and principles of the City of Chicago; and

WHEREAS, The Mayor and members of the City Council of the City of Chicago hereby condemn Donald Trump for his hateful and hurtful rhetoric against immigrants, Latinos, and other minorities; and

WHEREAS, The City of Chicago will not tolerate Donald Trump's irresponsible platform of anger and hate against immigrants and minorities; now, therefore,

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

SECTION 1. The Commissioner of the Department of Transportation shall take all necessary action for the repeal of the ordinance designating "Trump Plaza" as the east side of North Wabash Avenue, from East Illinois Street to the main branch of the Chicago River, on page 80257 in the June 28, 2006, City Council *Journal of Proceedings* and removal of any signs designating the area as such.

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

***AGREED CALENDAR.***

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Alderman Burke moved to *Suspend the Rules Temporarily* for the purpose of including in the Agreed Calendar a series of resolutions presented by Aldermen Dowell, Sawyer, Harris, Burke, Reboyas, Austin, Arena and J. Moore. The motion *Prevailed*.

Thereupon, on motion of Alderman Burke, the proposed resolutions presented through the Agreed Calendar were *Adopted* by yeas and nays as follows:

Yeas -- Aldermen Moreno, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Beale, Sadlowski Garza, Thompson, Cárdenas, Quinn, Burke, Lopez, Foulkes, D. Moore, Curtis, O'Shea, Cochran, Muñoz, Zalewski, Solis, Maldonado, Burnett, Ervin, Taliaferro, Reboyas, Waguespack, Mell, Ramirez-Rosa, Villegas, Sposato, Laurino, O'Connor, Napolitano, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Silverstein -- 44.

Nays -- None.

Alderman Reilly 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*

***ALDERMAN DOWELL (3<sup>rd</sup> Ward):***

***CONGRATULATIONS EXTENDED TO THE CHICAGO BLUES ALL-STARS ON 40<sup>TH</sup> ANNIVERSARY.***

[R2016-872]

WHEREAS, The Chicago Blues All-Stars began their music careers with the legendary Willie Dixon band in 1976 and consist of Deacon Freddie Dixon -- son of Willie Dixon -- John Watkins and Dr. Jimmy Tillman. Freddie Dixon became the band leader as they toured the United States, Mexico, Canada; and

WHEREAS, The Chicago Blues All-Stars recorded on the "Mighty Earthquake and the Hurricane" album, the Grammy nominated "Hidden Charms", the "Blues Deluxe" album recorded live at Chicago Blues Fest, at Navy Pier and on WXRT; and

WHEREAS, The Chicago Blues All-Stars have established the University of Life Community Centers in Chicago and throughout the United States. These centers provide an understanding and appreciation for the blues as well as develop a multi-generational educational platform to teach history, vocational skills and agriculture training. The University of Life Community Centers echo the mission of Willie Dixon who founded the Blues Heaven Foundation at 2120 South Michigan Avenue. Willie Dixon's mission was to keep the blues alive and to continue to educate and guide our youth. This is in keeping with Chicago Blues tradition, the music created here in the City of Chicago; and

WHEREAS, The Chicago Blues All-Stars have established a home at Motor Row Brewing Company, 2337 South Michigan Avenue, where they perform every Monday night and provide workshops for youth, adults, students and visitors from around the world; and

WHEREAS, The Chicago Blues All-Stars welcome all Chicago musicians to join them on Monday evenings to perform. The legendary musicians are bringing back the culture and history of South Michigan Avenue, which from the 1940s through the 1970s was known as "Music Row"; and

WHEREAS, The Chicago Blues All-Stars will travel to Denmark with the legendary Holle Thee Maxwell to headline the Frederikshavn "Blues Heaven on Earth" blues festival; and

WHEREAS, The Chicago Blues All-Stars were inducted into the Chicago Blues Hall of Fame on Sunday, October 16<sup>th</sup>; 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 first day of November 2016 A.D., do hereby congratulate The Chicago Blues All-Stars on their 40 years of blues mastery and look forward to their continued performances around the world; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to the Chicago Blues All-Stars.

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CONGRATULATIONS EXTENDED TO HOLLE THEE MAXWELL ON  
71<sup>ST</sup> BIRTHDAY.

[R2016-870]

WHEREAS, Holle Thee Maxwell is one of Chicago's legendary entertainers. Born on October 17<sup>th</sup>, she will celebrate her 71<sup>st</sup> birthday this year. For almost seven decades, Holle has entertained audiences all over the world; and

WHEREAS, Holle Thee sang her first song professionally at the age of five, studied classical voice and piano at the age of nine, and graduated with degrees from both The

Chicago Musical College at Roosevelt University and The Julliard School in New York City. Her first classical performance was singing opera at the Lyric Opera House at 12 years old; and

WHEREAS, Holle Thee sings soul, rock, jazz, country and blues, and can perform in English, French, German and Italian; and

WHEREAS, Holle Thee recorded singles under the name "Holly Maxwell" in the 1960s and 1970s for the record labels Constellation, Curtis Mayfield's Curtom Records, Smit-Whit, and Star. Her songs "Only When You're Lonely", "One Thin Dime", "Never Love Again", "Suffer" and "Philly Barracuda" were regional hits across the country; and

WHEREAS, Holle Thee recorded with jazz great Jimmy Smith, and replaced Tina Turner in the Ike Turner's band. Holle worked with The Temptations, Johnny Taylor, The Spinners, The Dells, Fred Williamson, Captain and Tennille, Reynaldo Rey and many others. Sammy Davis, Jr., Redd Foxx, Sydney Poitier, Isaac Hayes, KoKo Taylor, Archie More, Sugar Ray Robinson, Muhammed Ali, Slappy White, Lou Gossett, Jr., King Curtis and others have all been fans of Holle Thee Maxwell. Curtis Mayfield wrote two songs for her, "Suffer" and "No One Else"; and

WHEREAS, In 1972, Holle Thee was the first singer to perform live with a full band on a jumbo 747 jetliner traveling from Chicago to Torremolinos, Spain singing for President Franco; and

WHEREAS, Holle Thee performed at the Chicago Blues Festival in 2009, 2011, 2013 and 2015. She also performed at her club in Paris, France, Thee Maxwell Cafe' from 1996 off and on until 2006. This is where she recorded her CD, "Live at THEE Maxwell Café"; and

WHEREAS, Holle Thee was a talk show host on Star Planet Television broadcasting once a week where she hosted Chicago's musical community and influencers. Her show included conversations and performances with Chicago icons, Otis Clay, Jay 'Mack' Jordan, Eddy 'The Chief' Clearwater, Ruby Andrews, Marshall Thompson, Eddie Shaw and more; and

WHEREAS, Holle Thee Maxwell has been recognized with distinguished awards including: The Chicago Blues Hall of Fame, The Chicago Music Awards Lifetime Achievement Award and National Piano Playing Award; and

WHEREAS, Holle Thee Maxwell and the Chicago Blues All-Stars have performed for SRO audiences at Motor Row Brewing Company. The concert received great media acclaim with the Chicago Blues Guide calling it, "one of the best and most unique concerts in Chicago"; and

WHEREAS, Holle Thee and the Chicago Blues All-Stars will headline the Frederikshavn Blues Festival on November 5<sup>th</sup> in Denmark. Her photos will be displayed in City Hall and there will be a media and music reception held in her honor; 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 first day of November 2016 A.D., do hereby celebrate the 71<sup>st</sup> birthday of the icon, the musical legend, 'Thee' original black blonde bombshell Holle Thee Maxwell; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Holle Thee Maxwell.

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*Presented By*

**ALDERMAN DOWELL (3<sup>rd</sup> Ward) And  
ALDERMAN SAWYER (6<sup>th</sup> Ward):**

**TRIBUTE TO LATE HERB KENT.**

[R2016-863]

WHEREAS, Herb Kent "The Cool Gent" was called home to the Lord on Saturday, October 22, 2016 at the age of 88; and

WHEREAS, From his humble beginnings in Bronzeville growing up in the Ida B. Wells housing development, Herb Kent went on to entertain generations of Chicagoland residents over his seven-decade career as one of the original, most-popular and most-influential African-American DJs on the radio; and

WHEREAS, A Chicago institution, Herb Kent helped launch countless music careers working for WVON, WJJD and V103, and in honor of his lasting impact on radio, Herb was inducted into the Museum of Broadcast Communications Radio Hall of Fame in 1995; and

WHEREAS, Herb Kent's contributions were not limited to music, as he was an influential civil rights activist, having hosted a program with Stevie Wonder for Dr. Martin Luther King, Jr.'s last visit to Chicago and used the power of the radio to help quell the riots following the death of Dr. King; and

WHEREAS, As a longtime resident of Bronzeville -- residing at Bronzeville Pointe on historic Dr. Martin Luther King, Jr. Drive -- Herb Kent was a pillar of the community, always interested in local development projects and willing to show his pride in Bronzeville through the many volunteer and charitable works he did throughout the neighborhood; and

WHEREAS, Because of his community involvement and status as a Chicago cultural icon, Herb Kent was named as the honorary "Mayor of Bronzeville", and has Stony Island Avenue, from 60<sup>th</sup> Street to 67<sup>th</sup> Street named in his honor; and

WHEREAS, Herb Kent was a friend to countless elected officials, community leaders and local residents, appearing at numerous neighborhood events both big and small including a "Battle of the Best" with Alderman Pat Dowell. He was always generous with his time, knowledge and friendship; 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 first day of November 2016 A.D., do hereby honor the life and legacy of Herb Kent; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to the family of Herb Kent.

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*Presented By*

**ALDERMAN HARRIS (8<sup>th</sup> Ward):**

***TRIBUTE TO LATE HERBERT ROGERS KENT.***

[R2016-871]

WHEREAS, Almighty God in His infinite wisdom and judgment has called home Herbert Rogers Kent, an outstanding citizen and friend, to his everlasting reward in heaven, and he departed this life doing what he loved most; and

WHEREAS, This august body has been informed of this esteemed man's passing by the Honorable Michelle A. Harris, Alderman of the 8<sup>th</sup> Ward; and

WHEREAS, Chicago's great radio music icon, and widely beloved legendary music personality and community leader, Mr. Herbert Rogers Kent, passed on to rhythm-and-blues heaven on Saturday, October 22, 2016, after finishing his final weekly radio show broadcast on iHeartMedia's V103 FM, his musical home for over a quarter-century; and

WHEREAS, Herb Kent, also known as 'The Cool Gent', and the 'King of the Dusties', was a celebrated legendary Chicago radio DJ, who possessed a melodious deep voice, coupled with a smooth soothing style; and over his storied 70+ year career helped launch the musical careers of black music greats such as The Temptations, Curtis Mayfield, Smokey Robinson, singer/songwriter Gene "Duke of Earl" Chandler, songbird Minnie Riperton, and many, many others; and

WHEREAS, Herbert Rogers Kent was born October 5, 1928, at the former Cook County Hospital, now known as Stroger Hospital. Kent was a South Side native, who grew up in the Ida B. Wells housing project. Kent noted over the years that he entered earth the same

year as many other notables, including: the late poet Maya Angelou, R&B singer Fats Domino, actress Shirley Temple, as well as cultural icons Mickey Mouse, Rice Krispies cereal, the ever-popular Louisiana Hot Sauce and penicillin. He enjoyed his long-standing profession, while denying that he was among the earliest humans ever created, despite rumors to the contrary; and

WHEREAS, Kent attended Hyde Park High School and started spinning records as a music-loving teenager, has over the years, been fondly described as one of the earliest African-American "crossover DJ pioneer" and considered one of the most important figures in Chicago radio history; and

WHEREAS, Herb Kent was more than a radio legend in Chicago. He was widely known as an intelligent, kind-hearted social justice and civil-rights activist, very involved in the community, particularly concerned with encouraging and helping young people to understand the importance of education, through his "Stay in the Schools" campaign. He was also considered a brilliant and innovative genius who first honed his DJ skills by re-assembling used surplus World War II parts to make his own microphones as a young man; and

WHEREAS, Kent started his radio career hosting a classical music program for local public-radio station WBEZ. In the late 1940s, he played records at WGRY in Gary, Indiana and acted in radio dramas for WMAQ. Between 1955 and 1960, Kent developed a show on WBEE in Chicago devoted to a format he called "dusty records" -- and hence, the legend was born; and

WHEREAS, Between 1962 and 1970 he was the undeniable 'star of stars' at the iconic WVON-AM, a member of the beloved 'Good Guys', which included such legendary personalities as E. Rodney Jones, Wesley South and Pervis Spann 'the Blues Man', who comprised the first core group of WVON personalities, as well as Lucky Cordell and Bernadine C. Washington -- all of whose stamp of radio approval initiated the careers of numerous entertainment stars and music royalty; and

WHEREAS, Herb Kent 'the Cool Gent' helped lead these proud, politically-aware band of African-American disc jockeys and producers, both men and women -- who helped WVON radio evolve into "The Voice of a Nation" during the freedom movement during the 1960s. The 'Good Guys' became the city's most influential tastemakers during the Motown era. Herb stayed current with changing music trends -- played new-wave hits popular in Black clubs on his innovative early-80s show *Stay Up and Punk Out*, which influenced Chicago's own then emerging house-music scene. In many ways, WVON was as integral as today's Facebook and Twitter on the radio dial for the latest breaking news about the Civil Rights Movement; and the hottest soul sounds from Motown, the nation's epicenter of Black music; and

WHEREAS, Music promoter and Motown CEO Berry Gordy made sure that every song he produced went directly to WVON and Herb Kent's playlist first! Everyone understood that when a song got played on WVON, word quickly spread across the nation that another hot chart-climber just blew in from the 'windy city' -- Chicago. He was also a mentor to Don "Soul Train" Cornelius; and

WHEREAS, Over the years, Herb Kent also perfected his on-air comic genius, developing memorable characters like the "Gym Shoe Creeper", the "Wahoo Man", and the "Electric Crazy People", all of whom delighted and sometimes playfully frightened audiences throughout Chicago and across the U.S.; and

WHEREAS, Herb was recognized by the *Guinness Book of World Records* as the longest-running DJ on earth -- he virtually ruled the airwaves for an astounding 72 years. The recipient of countless music industry awards and honors, Kent was also inducted into the Chicago-based Radio Hall of Fame in 1995, and earlier this year received a Lifetime Achievement recognition during the *Chicago Defender's* 2016 Men of Excellence Awards ceremony. In addition, he was affectionately known as 'the Mayor of Bronzeville', and has a street named in his honor, "Herb Kent Drive", in the city's historic Bronzeville neighborhood; and

WHEREAS, However, he was so much more than that to the city that loved him, his international legion of adoring and passionately loyal fans, and the artists whose careers he helped establish. He was a one of a kind entertainment genius, who will be deeply missed by all who knew and revered him; and

WHEREAS, Herb Kent departed this life and leaves to cherish his legacy and joyful memories his loving family, countless friends and famous music industry names as well as tens of thousands of fans across Chicago and the world. Herb Kent was an institution and one of Chicago's greatest treasures; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered here in assembly this first day of November 2016 A.D., do hereby express our sorrow on the passing of Herbert Rogers Kent, aka the "Cool Gent" and extend to his family our sincere condolences; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to the family of Herbert Rogers Kent.

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*Presented By*

**ALDERMAN BEALE (9<sup>th</sup> Ward):**

**TRIBUTE TO LATE DAISY B. JACKSON MCKELPHIN.**

[R2016-786]

WHEREAS, In His infinite wisdom Almighty God has granted eternal peace to Daisy B. McKelphin, outstanding citizen and member of her community; and



WHEREAS, The City Council has been informed of her passing by the Honorable Anthony Beale, Alderman of the 9<sup>th</sup> Ward; and

WHEREAS, Born on April 5, 1944 in Pine Bluff, Arkansas, she was the eldest daughter of 13 children born to the (late) Andy Lee Jackson and Mrs. Queen Ester Edmond-Jackson. She confessed her dedication to Christ at an early age, and truly embodied the teachings of Jesus with her selfless nature and loyalty to others; and

WHEREAS, In the mid 1960s, Daisy relocated to Chicago, Illinois where she met the man of her dreams, (the late) Donald Jerry McKelphin, Sr., her loving husband of 31 years, and to this union were blessed with two children, Donald, Jr. and Donna; and

WHEREAS, Daisy was a hard working woman and dedicated employee who took pride in her job responsibilities. In 1969, she began her lengthy career with the Plochman Mustard Company where she devoted over 25 years of service. In 1996, she pursued an opportunity with Little Company of Mary Hospital in Evergreen Park, Illinois; and

WHEREAS, Daisy was not done planting seeds of joy throughout the City of Chicago. In 1997, she became the epitome of a determined mother who knew the value of hard work at Western Collen Hayes Company until her retirement in 2010; and

WHEREAS, Daisy, an avid gardener, relished sharing quality time with her family, whether it be sharing a meal, playing video games, watching movies or being the handy woman around the house. Daisy lived up to her name and brought sunshine to any room with her contagious smile; and

WHEREAS, Daisy was beloved by all who knew her for her sweet and gentle spirt, love of life and appreciation for what she had, especially her family. She was a woman of grace, class, and wisdom. An active and vital member of her community, she never hesitated to give a helping hand; and

WHEREAS, Daisy is predeceased in death by her husband, Donald McKelphin, Sr.; along with her father, Andy Lee Jackson, Sr.; two brothers, Sylvester Jackson and Johnnie Jackson; and her grandparents, Mr. Johnnie and Mrs. Ardella Jackson; and

WHEREAS, Cherishing her memory are her beloved mother, Queen Ester Jackson; one son, Donald, Jr. (Felicia Perkins); one daughter, Donna; one granddaughter, Kayla Sampson; five brothers, Andy L. Jackson, Jr., (Mildred), Arthur L. Jackson (Irene), Theodis Jackson, Robert Jackson (Angela) and David Jackson; five sisters, Bertha Davis (David), Mary Robinson, Elizabeth Patrick (Fred), Velma Bearden (Curtis), and Priscilla Scott (T.W.); two godsons, Marcus Terrell and Dontane Farmer; special nephew, David Davis, Jr. (DJ); her best friend, Ida Williams; and a host of nieces, nephews, close relatives and beloved friends; and

WHEREAS, Although she will be deeply missed, the memory of her faith and character will live on in those who knew and loved her; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City of Chicago City Council, gathered together this first day of November 2016, do hereby express our sincerest sorrow upon learning of the passing of Daisy B. Jackson McKelphin and extend our deepest condolences to her family and loved ones; and

*Be It Further Resolved*, That suitable copies of this resolution be prepared and presented to the family of Daisy B. Jackson McKelphin.

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*Presented By*

**ALDERMAN QUINN (13<sup>th</sup> Ward):**

**TRIBUTE TO LATE JENNIFER C. FETTERS.**

[R2016-841]

WHEREAS, God in His infinite wisdom has called Jennifer C. Fetters 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, Jennifer C. Fetters, devoted daughter of Beverly (Patrick "Moon" Jr.) Mullins; dear sister of P.J. (Mary) Mullins; loving aunt of Patrick and Matthew; special aunt of Mary and Addison; beloved niece of Fred (Marge) Costello; cherished cousin and friend to many. Jennifer C. Fetters 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 first day of November 2016, do hereby express our sorrow on the death of Jennifer C. Fetters and extend to her family and friends our deepest sympathy; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to the family of Jennifer C. Fetters.

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**DECLARATION OF NOVEMBER 17 AS "WORLD PANCREATIC CANCER DAY" IN CHICAGO.**

[R2016-787]

WHEREAS, In 2016, an estimated 53,070 people in the United States will be diagnosed with pancreatic cancer, one of the deadliest cancers, and 41,780 will die from the disease; and

WHEREAS, Pancreatic cancer surpassed breast cancer this year to become the third leading cause of cancer death in the United States, and it is projected to become the second leading cause by 2020; and

WHEREAS, Pancreatic cancer is the only major cancer with a five-year relative survival rate in the single digits at just eight percent; and

WHEREAS, When symptoms of pancreatic cancer present themselves, it is generally in later stages, and 71 percent of pancreatic cancer patients die within the first year of their diagnosis; and

WHEREAS, Approximately 1,640 deaths will occur in Illinois in 2016; and

WHEREAS, Pancreatic cancer is the seventh most common cause of cancer-related death in men and women across the world; and

WHEREAS, There will be an estimated 418,451 new pancreatic cancer cases diagnosed worldwide in 2020; and

WHEREAS, The good health and well-being of the residents of the City of Chicago are enhanced as a direct result of increased awareness about pancreatic cancer and research into early detection, causes and effective treatments; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the Chicago City Council, gathered here this first day of November 2016, do hereby designate November 17<sup>th</sup> as "World Pancreatic Cancer Day" in the City of Chicago.

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*Presented By*

**ALDERMAN BURKE (14<sup>th</sup> Ward):**

**TRIBUTE TO LATE KING BHUMIBOL ADULYADEJ OF THAILAND.**

[R2016-842]

WHEREAS, His Majesty King Bhumibol Adulyadej of Thailand, the world's longest-reigning monarch, has gone to his eternal reward at the age of 88; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, His Majesty King Bhumibol Adulyadej was born on December 5, 1927 in Cambridge, Massachusetts where his father, Prince Mahidol Adulyadej, was studying at Harvard University; and

WHEREAS, His Majesty King Bhumibol Adulyadej returned with his family to Thailand and was educated in Switzerland; and

WHEREAS, His Majesty King Bhumibol Adulyadej ascended to the throne on June 9, 1946 upon the death of his brother; and

WHEREAS, A tireless champion of his country's development, His Majesty King Bhumibol Adulyadej was a popular monarch who reigned for more than 70 years; and

WHEREAS, His Majesty King Bhumibol Adulyadej led his nation during times of political upheaval and in 1992 helped to bring democracy to Thailand; and

WHEREAS, "The people's king", His Majesty King Bhumibol Adulyadej was a constitutional ruler and a unifying influence in his country; and

WHEREAS, The dedicated leadership and vision of His Majesty King Bhumibol Adulyadej serve as an example to all; and

WHEREAS, His Majesty King Bhumibol Adulyadej was an individual of great integrity and accomplishment who will be dearly missed and fondly remembered by his many relatives, friends and admirers; and

WHEREAS, To his wife, Queen Sirikit, and his four children, His Majesty King Bhumibol Adulyadej imparts a legacy of faithfulness, service and dignity; now, therefore,

*Be It Resolved*, That we, the Mayor and the members of the Chicago City Council, assembled this first day of November 2016, do hereby commemorate His Majesty King Bhumibol Adulyadej 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 His Majesty King Bhumibol Adulyadej.

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*TRIBUTE TO LATE HONORABLE LUCY BAXLEY.*

[R2016-843]

WHEREAS, The Honorable Lucy Baxley has been called to eternal life by the wisdom of God at the age of 78; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Edward M. Burke; and

WHEREAS, A resident of Alabama, the Honorable Lucy Baxley was a widely admired member of the political community and the loving wife of Jim Smith; and

WHEREAS, The Honorable Lucy Baxley was the much-adored mother of Louis and Becky to whom she imparted many of the fine and noble qualities that she possessed in abundance; and

WHEREAS, In 2003, the Honorable Lucy Baxley became Alabama's first female lieutenant governor and presided over the Senate during her four-year term; and

WHEREAS, The Honorable Lucy Baxley was the last Democrat elected to statewide office in Alabama; and

WHEREAS, The Honorable Lucy Baxley also served as state treasurer, was elected president of the Alabama Public Service Commission and was the Democratic nominee for governor in 2006; and

WHEREAS, The hard work, sacrifice and dedication of the Honorable Lucy Baxley serve as an example to all; and

WHEREAS, Her love of life and ability to live it to the fullest endeared the Honorable Lucy Baxley to her family members, friends and all who knew her, and enabled her to enrich their lives in ways they will never forget; and

WHEREAS, The Honorable Lucy Baxley was an individual of great integrity and accomplishment who will be dearly missed and fondly remembered by her many relatives, friends and admirers; and

WHEREAS, To her beloved family, the Honorable Lucy Baxley imparts a legacy of faithfulness, service and dignity; now, therefore,

*Be It Resolved*, That we, the Mayor and the members of the Chicago City Council, assembled this first day of November 2016, do hereby commemorate the Honorable Lucy Baxley 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 the Honorable Lucy Baxley.

*TRIBUTE TO LATE DAVID GOLDBERG.*

[R2016-844]

WHEREAS, David Goldberg has been called to eternal life by the wisdom of God at the age of 85; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, David Goldberg was a widely admired member of the financial community and the loving husband of Linda; and

WHEREAS, David Goldberg was the much-adored father of Andrew, Catherine, Julie and Elizabeth and the much-adored grandfather of 14 to whom he imparted many of the fine and noble qualities that he possessed in abundance; and

WHEREAS, Raised in the Rogers Park neighborhood, David Goldberg became a member of the Chicago Board of Trade in 1956; and

WHEREAS, During his career, David Goldberg helped to transform the Chicago Board of Trade from a grain exchange into a worldwide marketplace for agriculture and financial instruments; and

WHEREAS, Along with his brother, Robert, David Goldberg founded Goldberg Brothers in 1969; and

WHEREAS, After the brothers sold their trading firm in 1988, David Goldberg founded Burling Bank where he served as chairman for 27 years; and

WHEREAS, David Goldberg was among a group of leaders who created what became the Chicago Board Options Exchange; and

WHEREAS, David Goldberg was an active civic leader who served on the board of Loyola Academy, Regina Dominican High School, Catholic Charities and St. Francis Hospital; and

WHEREAS, The hard work, sacrifice and dedication of David Goldberg serve as an example to all; and

WHEREAS, His love of life and ability to live it to the fullest endeared David Goldberg to his family members, friends and all who knew him, and enabled him to enrich their lives in ways they will never forget; and

WHEREAS, David Goldberg was an individual of great integrity and accomplishment who will be dearly missed and fondly remembered by his many relatives, friends and admirers; and

WHEREAS, To his beloved family, David Goldberg imparts a legacy of faithfulness, service and dignity; now, therefore,

*Be It Resolved*, That we, the Mayor and the members of the Chicago City Council, assembled this first day of November 2016, do hereby commemorate David Goldberg 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 David Goldberg.

---

TRIBUTE TO LATE NANCY SHLAES DE GRAZIA.

[R2016-845]

WHEREAS, Nancy Shlaes de Grazia 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 her passing by Alderman Edward M. Burke; and

WHEREAS, A resident of Hyde Park, Nancy Shlaes de Grazia was a widely admired member of the political community and the loving wife of the late Victor R. de Grazia; and

WHEREAS, Nancy Shlaes de Garzia was a much adored mother, grandmother and great-grandmother to whom she imparted many of the fine and noble qualities that she possessed in abundance; and

WHEREAS, Born in Maplewood, New Jersey, Nancy Shlaes de Garzia relocated to the Midwest and attended The University of Chicago, where she was introduced to Hyde Park political circles; and

WHEREAS, Nancy Shlaes de Garzia enjoyed a long and successful career as a campaign manager, most notably working as executive director for Dan Walker who was elected governor of Illinois in 1972 and was his liaison to banking and regulatory agencies during his term; and

WHEREAS, Nancy Shlaes de Garzia also campaigned for Adlai Stevenson II during his 1956 presidential campaign and for Adlai Stevenson III when he campaigned for the Senate in 1970; and

WHEREAS, Nancy Shlaes de Garzia worked for the Independent Democratic Federation and was regional director of the American Hospital Association; and

WHEREAS, In addition to her professional achievements, Nancy Shlaes de Garzia served as executive director of the Hyde Park-Kenwood Community Conference, ran a Hyde Park garden fair and co-managed Harper Court Shopping Plaza; and

WHEREAS, The hard work, sacrifice and dedication of Nancy Shlaes de Garzia serve as an example to all; and

WHEREAS, Her love of life and ability to live it to the fullest endeared Nancy Shlaes de Garzia to her family members, friends and all who knew her, and enabled her to enrich their lives in ways they will never forget; and

WHEREAS, Nancy Shlaes de Garzia was an individual of great integrity and accomplishment who will be dearly missed and fondly remembered by her many relatives, friends and admirers; and

WHEREAS, To her beloved family, Nancy Shlaes de Garzia imparts a legacy of faithfulness, service and dignity; now, therefore,

*Be It Resolved*, That we, the Mayor and the members of the Chicago City Council, assembled this first day of November 2016, do hereby commemorate Nancy Shlaes de Garzia 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 Shlaes de Garzia.

---

*TRIBUTE TO LATE ROBERT HOOVER.*

[R2016-866]

WHEREAS, Robert Hoover has been called to eternal life by the wisdom of God at the age of 94; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, A resident of California, Robert Hoover was a widely admired member of the aviation community; and

WHEREAS, Robert Hoover began flying in 1937 at Barry Field in Nashville, Tennessee, and flew more than 300 types of aircraft throughout his career as a pilot; and

WHEREAS, Robert Hoover went on to enjoy a long and successful career as a World War II fighter pilot who became an aviation legend for his flying skills in testing aircraft and demonstrating their capabilities in air shows; and



WHEREAS, While serving in World War II, Robert Hoover flew more than 50 missions before being shot down, and survived for months in a prisoner-of-war camp before he escaped to safety after stealing a German fighter plane and flying safely to The Netherlands; and

WHEREAS, In addition to his service, Robert Hoover later performed for the public in aerobatic performances across the country; and

WHEREAS, In 2003, Robert Hoover was among the 100 heroes of aviation honored at the First Flight Centennial celebration; and

WHEREAS, In 2007, Robert Hoover was awarded the highest honor by the National Air and Space Museum; and

WHEREAS, The Citation Jets Pilots Association, in conjunction with the Bob Hoover Legacy Foundation, provides scholarships in Robert Hoover's name to students attending Embry-Riddle Aeronautical University; and

WHEREAS, The hard work, sacrifice and dedication of Robert Hoover serve as an example to all; and

WHEREAS, His love of life and ability to live it to the fullest endeared Robert Hoover to his family members, friends, and all who knew him, and enabled him to enrich their lives in ways they will never forget; and

WHEREAS, Robert Hoover was an individual of great integrity and accomplishment who will be dearly missed and fondly remembered by his many relatives, friends and admirers; and

WHEREAS, To his beloved family, Robert Hoover imparts a legacy of faithfulness, service and dignity; now, therefore,

*Be It Resolved*, That we, the Mayor and the members of the Chicago City Council, assembled this first day of November 2016, do hereby commemorate Robert Hoover for his grace-filled life and do hereby express our condolences for his family; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to the family of Robert Hoover.

---

*TRIBUTE TO LATE HERB KENT.*

[R2016-847]

WHEREAS, Herb Kent 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 his passing by Alderman Edward M. Burke; and

WHEREAS, Herb Kent was a legendary Chicago radio disc jockey who enjoyed a nearly seven-decade long career in broadcasting; and

WHEREAS, Known as "The Cool Gent" Herb Kent entertained generations of listeners with his smooth style that helped to launch the musical careers of The Temptations, Curtis Mayfield, Minnie Riperton and Smokey Robinson; and

WHEREAS, Raised in the Ida B. Wells housing project on the South Side, Herb Kent started in radio in the 1940s; and

WHEREAS, Herb Kent began his career at WGRY in Gary, Indiana before working for a number of Chicago area stations where he developed a distinctive on-air style; and

WHEREAS, From 1962 to 1970, Herb Kent built a huge following in the African-American community at WVON; and

WHEREAS, Herb Kent later worked at WGCI before joining WVAZ/V103 in 1989 where he continued to popularize old-school "dusties"; and

WHEREAS, In 1995, Herb Kent was inducted into the Museum of Broadcast Communications Radio Hall of Fame; and

WHEREAS, In 2009, Herb Kent with David Smallwood wrote his autobiography *The Cool Gent, the Nine Lives of Radio Legend Herb Kent*; and

WHEREAS, Off the air, Herb Kent was deeply involved in his community and the civil rights movement; and

WHEREAS, The hard work, sacrifice and dedication of Herb Kent serve as an example to all; and

WHEREAS, His love of life and ability to live it to the fullest endeared Herb Kent to his family members, friends and all who knew him, and enabled him to enrich their lives in ways they will never forget; and

WHEREAS, Herb Kent was an individual of great integrity and accomplishment who will be dearly missed and fondly remembered by his many relatives, friends and admirers; and

WHEREAS, To his beloved family, Herb Kent imparts a legacy of faithfulness, service and dignity; now, therefore,

*Be It Resolved*, That we, the Mayor and the members of the Chicago City Council, assembled this first day of November 2016, do hereby commemorate Herb Kent 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 Herb Kent.

---

*TRIBUTE TO LATE MICHAL KOVAC.*

[R2016-848]

WHEREAS, Michal Kovac has been called to eternal life by the wisdom of God at the age of 86; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, A citizen of Slovakia, Michal Kovac was a widely admired member of the political community; and

WHEREAS, Michal Kovac was the first president of Slovakia after it became an independent state in 1993 and served until 1998; and

WHEREAS, Michal Kovac was president during a complicated time when the future of Slovakia was uncertain; and

WHEREAS, Michal Kovac's term in office was marked by clashes with Vladimir Meciar, an authoritative prime minister who led Slovakia into international isolation; and

WHEREAS, Michal Kovac was known for his personal dedication and courageous leadership; and

WHEREAS, The hard work, sacrifice and dedication of Michal Kovac serve as an example to all; and

WHEREAS, His love of life and ability to live it to the fullest endeared Michal Kovac to his family members, friends, and all who knew him, and enabled him to enrich their lives in ways they will never forget; and

WHEREAS, Michal Kovac was an individual of great integrity and accomplishment who will be dearly missed and fondly remembered by his many relatives, friends and admirers; and

WHEREAS, To his beloved family, Michal Kovac imparts a legacy of faithfulness, service and dignity; now, therefore,

*Be It Resolved*, That we, the Mayor and the members of the Chicago City Council, assembled this first day of November 2016, do hereby commemorate Michal Kovac 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 Michal Kovac.

---

*TRIBUTE TO LATE EDWARD F. MCELROY.*

[R2016-867]

WHEREAS, Edward F. McElroy has gone to his eternal reward at the age of 91; and

WHEREAS, The Chicago City Council has been informed of this event by Alderman Edward M. Burke; and

WHEREAS, A resident of Oak Lawn, Edward F. McElroy was the loving and devoted husband of Rita; and

WHEREAS, Edward F. McElroy was the much-adored father of Edward T., Beth and David (CFD Retired) and the grandfather of six to whom he imparted many of the fine and noble qualities that he possessed in abundance; and

WHEREAS, The son of Joseph and Elizabeth, Edward F. McElroy was raised in Visitation Parish and served in the United States Army Air Corps from 1944 to 1945; and

WHEREAS, A member of "Our Greatest Generation", Edward F. McElroy lived for many years in the Beverly neighborhood and began his broadcasting career in 1946 working with Bob Elson, a former Chicago White Sox Broadcaster; and

WHEREAS, A man of great charm and talent, Edward F. McElroy became a well-known on-air personality and worked in sports and news with stations WJOB, WIND and WJJD; and

WHEREAS, In 1986, Edward F. McElroy founded a public relations firm that represented organizations such as the Fraternal Order of Police, the Metropolitan Water Reclamation District, trade unions and judicial candidates; and

WHEREAS, Throughout the course of his life, Edward F. McElroy became the friend of legions of people he knew on a first-name basis, from newspaper editors and highly-placed government officials to hotel doormen and crossing guards; and

WHEREAS, *Chicago Sun-Times* columnist Neil Steinberg paid homage to Edward F. McElroy by writing "The Art of Backscratching in Chicago: Driving with Ed McElroy" in which he described how the old-school public relations veteran provided him a "portal" to understanding the City of Chicago; and

WHEREAS, Edward F. McElroy also hosted the "Community in Focus" cable television show where his guests were a reflection of his wide and ever-expanding impressive circle of contacts; and

WHEREAS, Beyond his dedication to the broadcast and public relations professions, Edward F. McElroy generously gave of himself to many worthwhile civic and social causes; and

WHEREAS, For many years, Edward F. McElroy entertained hospitalized veterans across Chicagoland as well as children at LaRabida Children's Hospital and at the Joseph P. Kennedy School for Exceptional Children; and

WHEREAS, Edward F. McElroy's close ties with the Chicago Police Department were evident through his efforts to ensure the welfare of police officers and their families; and

WHEREAS, Edward F. McElroy was a past National Commander of the Catholic War Veterans of the United States of America and a past Illinois State Commander of that organization; and

WHEREAS, Edward F. McElroy was an individual of great integrity and accomplishment who will be dearly missed by his many friends and admirers; now, therefore,

*Be It Resolved*, That we, the Mayor and the members of the Chicago City Council, assembled this first day of November 2016, do hereby commemorate Edward F. McElroy 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 F. McElroy.

---

*TRIBUTE TO LATE UNITED STATES ARMY SERGEANT DOUGLAS J. RINEY.*

[R2016-850]

WHEREAS, Sergeant Douglas J. Riney has gone to his eternal reward at the age of 26; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, Sergeant Douglas J. Riney was a decorated member of the United States Army who lost his life in the global war against terrorism while serving his country in Afghanistan; and

WHEREAS, A resident of Fairview, Illinois, Sergeant Douglas J. Riney was a graduate of Spoon River Valley High School and a proud volunteer firefighter with the Fairview Fire Department; and

WHEREAS, Sergeant Douglas J. Riney entered active service in July of 2012 as a petroleum supply specialist and was assigned to the Support Squadron, 3<sup>rd</sup> Cavalry Regiment, 1<sup>st</sup> Cavalry Division based out of Fort Hood, Texas; and

WHEREAS, Sergeant Douglas J. Riney was deployed in June of 2016 in support of Operation Freedom's Sentinel and was fatally wounded after encountering hostile enemy forces in Kabul; and

WHEREAS, Sergeant Douglas J. Riney was earlier deployed from July 2014 to February 2015 in support of Operation Enduring Freedom; and

WHEREAS, Sergeant Douglas J. Riney was the recipient of the Purple Heart, the Bronze Star, the Army Commendation Medal, four Army Achievement Medals, the Army Good Conduct Medal, the National Defense Service Medal, the Afghanistan Campaign Medal with three campaign stars, the Global War on Terrorism Service Medal, the Noncommissioned Officer Professional Development Ribbon, the Army Service Ribbon and the NATO Medal; and

WHEREAS, The courage, sacrifice and dedication of Sergeant Douglas J. Riney serve as an example to all; and

WHEREAS, Sergeant Douglas J. Riney was an individual of great integrity and accomplishment who will be dearly missed and fondly remembered by his many relatives, friends and admirers; and

WHEREAS, To his loving wife, Kylie; his two children, Elea and James; and all the members of his family, Sergeant Douglas J. Riney imparts a legacy of faithfulness, service and dignity; now, therefore,

*Be It Resolved*, That we, the Mayor and the members of the Chicago City Council, assembled this first day of November 2016, do hereby commemorate Sergeant Douglas J. Riney 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 Sergeant Douglas J. Riney.

---

TRIBUTE TO LATE JOSEPH C. SCULLY.

[R2016-853]

WHEREAS, Joseph C. Scully has been called to eternal life by the wisdom of God at the age of 76; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, Joseph C. Scully was a widely admired member of the financial community and the loving husband for 53 years of Judy; and

WHEREAS, Joseph C. Scully was the much-adored father of Julie, JoEllen, Elizabeth, Kirk and Katie and the grandfather of nine to whom he imparted many of the fine and noble qualities that he possessed in abundance; and

WHEREAS, Joseph C. Scully was the dear brother of Edward, the late Roseanne and the late Margie; and

WHEREAS, Joseph C. Scully and his wife lived for 30 years in Oak Park before moving to Chicago and later to Lakeside, Michigan; and

WHEREAS, Joseph C. Scully began his career in 1963 as an appraiser at St. Paul Federal Savings Bank after graduating from Loyola University Chicago; and

WHEREAS, Joseph C. Scully rose to become president and chief executive officer of the bank which expanded from a single Chicago location into a billion-dollar financial company with 60 branches; and

WHEREAS, Throughout his professional life, Joseph C. Scully demonstrated strong leadership skills and a keen eye for delegating responsibility to capable department heads; and

WHEREAS, A quiet and unassuming man, Joseph C. Scully was not afraid to take unpopular stands and was a fierce champion of fair housing; and

WHEREAS, Joseph C. Scully retired in 1999 when the bank was acquired by Charter One; and

WHEREAS, In 2010, Joseph C. Scully became a co-owner of the Vickers Theatre, a movie house in Three Oaks, Michigan that was saved from closure; and

WHEREAS, The hard work, sacrifice and dedication of Joseph C. Scully serve as an example to all; and

WHEREAS, His love of life and ability to live it to the fullest endeared Joseph C. Scully to his family members, friends and all who knew him, and enabled him to enrich their lives in ways they will never forget; and

WHEREAS, Joseph C. Scully was an individual of great integrity and accomplishment who will be dearly missed and fondly remembered by his many relatives, friends and admirers; and

WHEREAS, To his beloved family, Joseph C. Scully imparts a legacy of faithfulness, service and dignity; now, therefore,

*Be It Resolved*, That we, the Mayor and the members of the Chicago City Council, assembled this first day of November 2016, do hereby commemorate Joseph C. Scully 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 Joseph C. Scully.

---

*TRIBUTE TO LATE MICHAEL SUPERA.*

[R2016-855]

WHEREAS, Michael "Mickey" Supera, distinguished multi-family residential housing developer, president of Supera Asset Management, civic entrepreneur and devoted husband, father, and grandfather has gone to his eternal reward; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, Michael "Mickey" Supera was the loving husband of Roslynne "Roz" Supera, father of John and Jill, and the grandfather of Oliver, Isabel and Benjamin; and

WHEREAS, Michael "Mickey" Supera grew up in Chicago, attended the Daniel Boone Elementary School, Senn High School and earned a degree from DePaul University; and

WHEREAS, Michael "Mickey" Supera earned his real estate license at age 21 and began his career in real estate in the 1960s by joining the family real estate development business founded by his father, Louis H. Supera, in 1941; and

WHEREAS, Michael "Mickey" Supera and his father expanded the company's holdings in the 1960s by transitioning from North Side and Lincoln Park apartment building renovation to multi-family rental, condominium and townhome development; and

WHEREAS, Michael "Mickey" Supera built a large North Side real estate portfolio by venturing west and north of Lincoln Park to improve and gentrify existing housing stock; and

WHEREAS, In the early 1970s, Michael "Mickey" Supera and home developer Richard Zisook formed Sandz Development and developed a number of notable properties, including Eugenie Terrace Townhomes and The Whitney; and



WHEREAS, The Supera Asset Management rental portfolio peaked at 3,000 units during the 1970s; and

WHEREAS, In the 1980s, Michael "Mickey" Supera expanded the family business to include residential development in partnership with Richard Zisook and the Belgravia Group; and

WHEREAS, The partnership built hundreds of townhomes in Lincoln Park, transforming the community into one of the most desirable residential locations in the City of Chicago; and

WHEREAS, Michael "Mickey" Supera, recognized for his high ethical standards and progressive ideas for building vibrant community housing, was a 2010 inductee into the Chicago Association of Realtors Hall of Fame; and

WHEREAS, Michael "Mickey" Supera was a founding member of the Lincoln Park Builders of Chicago and the recipient of numerous C.A.R. Good Neighbor Awards; and

WHEREAS, Michael "Mickey" Supera and his family generously supported numerous philanthropic causes including the Lurie Children's Hospital of Chicago, The University of Chicago Hospital, the Lynn Sage Cancer Research Foundation, the Jewish United Fund of Metropolitan Chicago, Working in the Schools, and the United States and Illinois Holocaust Memorial; now, therefore,

*Be It Resolved*, That we, the Mayor and the members of the Chicago City Council, assembled this first day of November 2016, do hereby commemorate Michael "Mickey" Supera for his grace-filled life and do hereby express condolences to his family; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to the family of Michael "Mickey" Supera.

---

*TRIBUTE TO LATE HONORABLE LOWELL THOMAS, JR.*

[R2016-858]

WHEREAS, The Honorable Lowell Thomas, Jr. has been called to eternal life by the wisdom of God at the age of 92; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, The Honorable Lowell Thomas, Jr. was a former lieutenant governor of the State of Alaska and the loving husband of the late Mary known as "Tay"; and

WHEREAS, The Honorable Lowell Thomas, Jr. was the much-adored father of Anne and David to whom he imparted many of the fine and noble qualities that he possessed in abundance; and

WHEREAS, The son of Lowell and Frances Thomas, the Honorable Lowell Thomas, Jr. was born in London, England; and

WHEREAS, The Honorable Lowell Thomas, Jr. was raised in New York City where his father was one of the nation's best-known radio broadcasters; and

WHEREAS, The Honorable Lowell Thomas, Jr. moved to Alaska in 1960 where he pursued a career in public service and was well known for his work as an Arctic researcher; and

WHEREAS, An adventurer and author, the Honorable Lowell Thomas, Jr. flew around much of the world with his wife in a Cessna 180 and documented the trips in articles and a book; and

WHEREAS, The Honorable Lowell Thomas, Jr. served as a member of the state senate before serving as lieutenant governor from 1974 to 1978 under Governor Jay Hammond; and

WHEREAS, The Honorable Lowell Thomas, Jr. was a leader dedicated to conservation and protecting wildlife and natural habitats; and

WHEREAS, After leaving public office, the Honorable Lowell Thomas, Jr. owned and operated an air taxi business and transported climbers onto Denali, the tallest peak in North America; and

WHEREAS, The hard work, sacrifice and dedication of the Honorable Lowell Thomas, Jr. serve as an example to all; and

WHEREAS, His love of life and ability to live it to the fullest endeared the Honorable Lowell Thomas, Jr. to his family members, friends and all who knew him, and enabled him to enrich their lives in ways they will never forget; and

WHEREAS, The Honorable Lowell Thomas, Jr. was an individual of great integrity and accomplishment who will be dearly missed and fondly remembered by his many relatives, friends and admirers; and

WHEREAS, To his beloved family, the Honorable Lowell Thomas, Jr. imparts a legacy of faithfulness, service and dignity; now, therefore,

*Be It Resolved*, That we, the Mayor and the members of the Chicago City Council, assembled this first day of November 2016, do hereby commemorate the Honorable Lowell Thomas, Jr. 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 the Honorable Lowell Thomas, Jr.

---

*TRIBUTE TO LATE KENNETH THOMPSON.*

[R2016-857]

WHEREAS, Kenneth Thompson has gone to his eternal reward at the age 50; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, Kenneth Thompson was the loving husband of Lu-Shawn; and

WHEREAS, Kenneth Thompson was the much-adored father of Kennedy and Kenneth, Jr. to whom he imparted many of the fine and noble qualities that he possessed in abundance; and

WHEREAS, A native of New York, Kenneth Thompson graduated from John Jay College and New York University Law School; and

WHEREAS, Kenneth Thompson served as a special assistant to the U.S. Treasury Department Undersecretary for Enforcement in Washington, D.C., and as a federal prosecutor for the Eastern District of New York where he won a case against a New York City police officer accused of the 1997 beating and torture of a Haitian immigrant; and

WHEREAS, Kenneth Thompson enjoyed a high-profile career in private practice and co-founded the law firm Thompson Wigdor; and

WHEREAS, In 2013, Kenneth Thompson became the first African-American elected to serve as Brooklyn district attorney after campaigning to restore confidence in the criminal justice system; and

WHEREAS, During his tenure in office, Kenneth Thompson established a Conviction Review Unit which moved to vacate or support the dismissal of 21 wrongly convicted people within only three years; and

WHEREAS, Kenneth Thompson also enacted a policy not to prosecute low-level marijuana possession arrests; and

WHEREAS, The hard work, sacrifice and dedication of Kenneth Thompson serve as an example to all; and

WHEREAS, Kenneth Thompson was an individual of great integrity and accomplishment who will be dearly missed and fondly remembered by his many relatives, friends and admirers; and

WHEREAS, To his beloved family, Kenneth Thompson imparts a legacy of faithfulness, service and dignity; now, therefore,

*Be It Resolved*, That we, the Mayor and the members of the Chicago City Council, assembled this first day of November 2016, do hereby commemorate Kenneth Thompson 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 Kenneth Thompson.

---

*TRIBUTE TO LATE STANLEY TWARDAK.*

[R2016-859]

WHEREAS, Stanley Twardak has been called to eternal life by the wisdom of God at the age of 92; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, Stanley Twardak was the loving husband of Loretta, nee Hoffman; and

WHEREAS, Stanley Twardak was the much-adored father of Richard, Robert (C.F.D.), Ronald, Elaine, Janice and Frank and the grandfather of eight to whom he imparted many of the fine and noble qualities that he possessed in abundance; and

WHEREAS, Known to his friends and family as "Stash", Stanley Twardak was the son of the late Joseph and Victoria; and

WHEREAS, A member of our "Greatest Generation", Stanley Twardak bravely served his country during World War II; and

WHEREAS, Stanley Twardak retired from Navistar following a long and rewarding career; and

WHEREAS, The hard work, sacrifice and dedication of Stanley Twardak serve as an example to all; and

WHEREAS, His love of life and ability to live it to the fullest endeared Stanley Twardak to his family members, friends and all who knew him, and enabled him to enrich their lives in ways they will never forget; and

WHEREAS, Stanley Twardak was an individual of great integrity and accomplishment who will be dearly missed and fondly remembered by his many relatives, friends and admirers; and

WHEREAS, To his beloved family, Stanley Twardak imparts a legacy of faithfulness, service and dignity; now, therefore,

*Be It Resolved*, That we, the Mayor and the members of the Chicago City Council, assembled this first day of November 2016, do hereby commemorate Stanley Twardak 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 Stanley Twardak.

---

*TRIBUTE TO LATE HONORABLE RICHARD E. WOLF.*

[R2016-861]

WHEREAS, The Honorable Richard E. Wolf has been called to eternal life by the wisdom of God at the age of 80; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, The Honorable Richard E. Wolf was the first mayor of Prospect Heights and the loving husband for 56 years of June; and

WHEREAS, The Honorable Richard E. Wolf was the much-adored father of Karen, Valerie and Jennifer and the grandfather of six to whom he imparted many of the fine and noble qualities that he possessed in abundance; and

WHEREAS, A native of Dixon, the Honorable Richard E. Wolf earned his bachelor's and master's degrees from the University of San Francisco before earning a doctorate degree in chemistry from the University of California at Berkeley; and

WHEREAS, The Honorable Richard E. Wolf enjoyed a long and highly successful career in industrial coatings and polymer research and development for manufacturers that included Valspar and DeSoto; and

WHEREAS, Known for his diplomacy and strong leadership skills, the Honorable Richard E. Wolf was mayor of Prospect Heights from 1976 to 1983; and

WHEREAS, The Honorable Richard E. Wolf convened the suburb's first City Council meeting in his home and gave Propsect Heights its critical direction in the early days of its inception; and

WHEREAS, The Honorable Richard E. Wolf later served on the city's Police and Fire Commission from 1992 to 2013; and

WHEREAS, The hard work, sacrifice and dedication of the Honorable Richard E. Wolf serve as an example to all; and

WHEREAS, His love of life and ability to live it to the fullest endeared the Honorable Richard E. Wolf to his family members, friends and all who knew him, and enabled him to enrich their lives in ways they will never forget; and

WHEREAS, The Honorable Richard E. Wolf was an individual of great integrity and accomplishment who will be dearly missed and fondly remembered by his many relatives, friends and admirers; and

WHEREAS, To his beloved family, the Honorable Richard E. Wolf imparts a legacy of faithfulness, service and dignity; now, therefore,

*Be It Resolved*, That we, the Mayor and the members of the Chicago City Council, assembled this first day of November 2016, do hereby commemorate the Honorable Richard E. Wolf 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 the Honorable Richard E. Wolf.

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*TRIBUTE TO LATE DR. ELAINE WONG.*

[R2016-862]

WHEREAS, Dr. Elaine Wong has been called to eternal life by the wisdom of God at the age of 91; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Edward M. Burke; and

WHEREAS, A longtime resident of Hyde Park, Dr. Elaine Wong was a widely admired child psychiatrist and the loving wife of Arthur; and

WHEREAS, Born and raised in Honolulu, Elaine Wong was one of seven children of a farm worker; and

WHEREAS, Dr. Elaine Wong graduated from Indiana University and earned a medical degree from the Women's Medical College of Pennsylvania; and

WHEREAS, Dr. Elaine Wong completed residencies in pediatrics and psychiatry before entering private practice in Chicago during the mid-1950s; and

WHEREAS, For more than two decades, Dr. Elaine Wong was a volunteer consultant with the Chinese-American Service League's Child Development Center in Chinatown; and

WHEREAS, Dr. Elaine Wong taught preschool teachers at the center how to understand the reasons behind a child's behavior and led monthly case study meetings; and

WHEREAS, With her husband who was a valued member of the Chinese-American Service League's board of directors, Dr. Elaine Wong was awarded the organization's Golden Lion Award in 2014; and

WHEREAS, The hard work, sacrifice and dedication of Dr. Elaine Wong serve as an example to all; and

WHEREAS, Dr. Elaine Wong was an individual of great integrity and accomplishment who will be dearly missed and fondly remembered by her many relatives, friends and admirers; and

WHEREAS, To her husband, Arthur; her son, David; her daughter, Melissa; her two brothers, Robert and Lemuel Chong; and her three grandchildren, Dr. Elaine Wong imparts a legacy of faithfulness, service and dignity; now, therefore,

*Be It Resolved*, That we, the Mayor and the members of the Chicago City Council, assembled this first day of November 2016, do hereby commemorate Dr. Elaine Wong 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 Dr. Elaine Wong.

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**CONGRATULATIONS EXTENDED TO JOSEPH F. LEARY, JR. ON RETIREMENT  
AS PRESIDENT OF IRISH AMERICAN PARTNERSHIP.**

[R2016-849]

WHEREAS, Joseph F. Leary, Jr., a widely admired Boston civic leader, has officially retired as president of the Irish American Partnership; and

WHEREAS, The Chicago City Council has been informed of his retirement by Alderman Edward M. Burke; and

WHEREAS, The Irish American Partnership was founded in Ireland in 1986 to organize Irish American support on behalf of job creation, education, and economic development in Ireland; and

WHEREAS, In 1987, an American Corporation was formed and awarded its federal government 501(c)(3) tax designation and began its activities in the United States; and

WHEREAS, The Irish American Partnership has worked to empower the next generation of Irish leaders by supporting educational initiatives in the North and South of Ireland through direct grants to primary schools, science teacher training, university access scholarships and employment learning programs; and

WHEREAS, During the past 25 years, Irish American supporters of the Partnership throughout the United States have provided more than \$25 Million in funding; and

WHEREAS, More than 400 primary schools, higher educational institutions and hundreds of community organizations, North and South, have received assistance; and

WHEREAS, Widely admired for his professional experience and leadership skills, Joseph F. Leary, Jr. is a former executive of Gillette; and

WHEREAS, Joseph F. Leary, Jr. ably served as the president of the Irish American Partnership for 28 years and tirelessly expanded the organization and built the framework for its success; and

WHEREAS, The hard work, sacrifice and dedication of Joseph F. Leary, Jr. serve as an example to all; now, therefore,

*Be It Resolved*, That we, the Mayor and the members of the Chicago City Council, assembled this first day of November 2016, do hereby congratulate Joseph F. Leary, Jr. on his retirement as president of the Irish American Partnership and do hereby express our best wishes for his continued good health, happiness and prosperity; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Joseph F. Leary, Jr.

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CONGRATULATIONS EXTENDED TO DR. JO ANN ROONEY ON INSTALLATION  
AS PRESIDENT OF LOYOLA UNIVERSITY CHICAGO.

[R2016-851]

WHEREAS, Dr. Jo Ann Rooney will be installed as the 24<sup>th</sup> President of Loyola University Chicago on November 4, 2016; and



WHEREAS, The Chicago City Council has been informed of this event by Alderman Edward M. Burke; and

WHEREAS, An attorney who holds a doctorate degree in education, Dr. Jo Ann Rooney has enjoyed a multi-faceted career and has worked in academia, government and the private sector; and

WHEREAS, Prior to her appointment, Dr. Jo Ann Rooney served as the managing director of the Huron Consulting Group in Chicago; and

WHEREAS, In 2010, Dr. Jo Ann Rooney briefly served as president of Mount Ida College in Newton, Massachusetts before being called by the Obama Administration to serve in the United States Department of Defense as Principal Deputy Secretary of Defense for Personnel and Readiness; and

WHEREAS, Dr. Jo Ann Rooney is a recipient of the Department of Defense Medal for Distinguished Public Service, the highest honor given to a civilian by the Secretary of Defense; and

WHEREAS, In 2003, Dr. Jo Ann Rooney was inaugurated as the president of Spaulding University in Louisville, Kentucky where she served for eight years; and

WHEREAS, In addition to her work as an administrator, Dr. Jo Ann Rooney worked for more than a dozen years teaching graduate and undergraduate courses; and

WHEREAS, The hard work, sacrifice and dedication of Dr. Jo Ann Rooney serve as an example to all; and

WHEREAS, Dr. Jo Ann Rooney will be installed as president during a ceremony held on the Lake Shore Campus, 1032 West Sheridan Road, Chicago, Illinois; now, therefore,

*Be It Resolved*, That we, the Mayor and the members of the Chicago City Council, assembled this first day of November 2016, do hereby congratulate Dr. Jo Ann Rooney on her new role as President of Loyola University Chicago and do hereby express our best wishes for her continued success and achievement; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Dr. Jo Ann Rooney.

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CONGRATULATIONS EXTENDED TO SAINT CLARE OF MONTEFALCO PARISH  
ON 100<sup>TH</sup> ANNIVERSARY.

[R2016-852]

WHEREAS, The clergy and faithful of Saint Clare of Montefalco Parish celebrated the joyful occasion of its 100<sup>th</sup> anniversary on Sunday, October 23, 2016; and

WHEREAS, The Chicago City Council has been informed of this event by Alderman Edward M. Burke; and

WHEREAS, Saint Clare of Montefalco Parish on the Southwest Side was first organized as a mission in 1909 by the Reverend James F. Green, O.S.A., president of St. Rita College; and

WHEREAS, Under the leadership of Reverend Green, a large section of property was purchased in the Gage Park community between Talman and Washtenaw Avenues and 54<sup>th</sup> and 55<sup>th</sup> Streets; and

WHEREAS, In 1910, a combination church and school structure was completed and Catholic children began to attend classes in the fall of that year under the direction of the Adrian Dominican Sisters; and

WHEREAS, In 1916, Archbishop George Mundelein raised the status of the mission to a full parish and put the Augustinians in charge of the parish with the Reverend J.J. Barthouski, O.S. A., as its first resident pastor; and

WHEREAS, By 1920, a convent was completed and a second combination church and school building was constructed in 1923; and

WHEREAS, Robust growth of the parish after World War II resulted in the construction of a new church, convent and rectory during the 1950s; and

WHEREAS, In 1961, the cornerstone was laid for a new school which was opened the following year; and

WHEREAS, Throughout the Advent season of 1979, the parish launched a program to welcome back lapsed Catholics; and

WHEREAS, In 2002, the Order of Capuchin Franciscans of the Province of St. Joseph arrived at the parish and since then have devoted their service to ministering to the faithful; and

WHEREAS, Saint Clare of Montefalco Parish has been an integral part of the community for 100 years and has enriched the lives and souls of all its members; now, therefore,

*Be It Resolved*, That we, the Mayor, and the members of the Chicago City Council, assembled this first day of November 2016, do hereby congratulate Saint Clare of Montefalco Parish on its 100<sup>th</sup> anniversary and do hereby extend our best wishes to its clergy and congregation; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to the Reverend Lyle Gundrum, O.F.M. Cap., pastor of Saint Clare of Montefalco Parish.

*CONGRATULATIONS EXTENDED TO JAMES SHEAHAN ON ATHLETIC ACCOMPLISHMENTS AND LONG STANDING SUPPORT FOR SPECIAL CHILDREN'S CHARITIES/SPECIAL OLYMPICS CHICAGO.*

[R2016-854]

WHEREAS, James "Skinny" Sheahan, retired Chief of External Relations at McCormick Place, former director of Special Events for the City of Chicago and esteemed community and civic leader completed his 34<sup>th</sup> and final Bank of America Chicago Marathon on October 9, 2016; and

WHEREAS, The Chicago City Council has been informed of this accomplishment by Alderman Edward M. Burke; and

WHEREAS, The Bank of America Chicago Marathon was founded in 1976 by a small group of running enthusiasts meeting at the Metropolitan YMCA on LaSalle Street; and

WHEREAS, The annual Bank of America Chicago Marathon has since expanded to 45,000 registered runners from across the nation and around the world with an estimated 1.7 million on-course spectators; and

WHEREAS, James "Skinny" Sheahan has participated in all but five of the 39 Bank of America Chicago Marathons; and

WHEREAS, James "Skinny" Sheahan, is a past president of Special Children's Charities/Special Olympics Chicago; and

WHEREAS, In his generous support of Special Children's Charities, a partner of the Bank of America Chicago Marathon, James "Skinny" Sheahan through his annual participation, has helped raise significant funds for Special Olympics Chicago; and

WHEREAS, Monies raised from the Chicago Marathon provide year-round training, recreational and social programs for adults and children with cognitive and/or physical handicaps; and

WHEREAS, Throughout his career in public service, James "Skinny" Sheahan has worked tirelessly with many neighborhood organizations, civic associations and governmental agencies for the betterment of the City and the benefit of all Chicagoans; and

WHEREAS, James "Skinny" Sheahan has concluded his active participation in the running of the marathon after 34 successful years; now, therefore,

*Be It Resolved*, That we, the Mayor and the members of the Chicago City Council, assembled this first day of November 2016, do hereby congratulate James "Skinny" Sheahan for his 34 years of uninterrupted participation and athletic excellence in marathon

running; and thank him for his generous fundraising support of Special Children's Charities/Special Olympics Chicago programs; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to James "Skinny" Sheahan.

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*CONGRATULATIONS EXTENDED TO MARY SUGRUE ON APPOINTMENT AS CHIEF EXECUTIVE OFFICER OF IRISH AMERICAN PARTNERSHIP.*

[R2016-856]

WHEREAS, Mary Sugrue has been named chief executive officer of the Irish American Partnership; and

WHEREAS, The Chicago City Council has been informed of this appointment by Alderman Edward M. Burke; and

WHEREAS, The Irish American Partnership was founded in Ireland in 1986 to organize Irish American support on behalf of job creation, education, and economic development in Ireland; and

WHEREAS, In 1987, an American Corporation was formed and awarded its federal government 501(c)(3) tax designation and began its activities in the United States; and

WHEREAS, The Irish American Partnership has worked to empower the next generation of Irish leaders by supporting educational initiatives in the North and South of Ireland through direct grants to primary schools, science teacher training, university access scholarships and employment learning programs; and

WHEREAS, In the past 25 years, Irish American supporters of the Partnership, throughout the United States, have provided over \$25 Million in funding; and

WHEREAS, As a result, more than 400 primary schools, higher educational institutions and hundreds of community organizations, North and South, have received assistance; and

WHEREAS, Mary Sugrue has a long and highly distinguished tenure with the Partnership that has spanned 27 years; and

WHEREAS, Mary Sugrue served as executive director before assuming the role of chief executive officer; and

WHEREAS, Originally from Cahersiveen, County Kerry, Mary Sugrue graduated from National University of Ireland Carysfort College Dublin with a degree in education and spent three years teaching primary school in Ireland; and

WHEREAS, As an Irish teacher by training, Mary Sugrue possesses an indispensable perspective for furthering the Partnership's mission through impactful grants to schools, educational programs, and community development initiatives; and

WHEREAS, The hard work, sacrifice and dedication of Mary Sugrue serve as an example to all; now, therefore,

*Be It Resolved*, That we, the Mayor and the members of the Chicago City Council, assembled this first day of November 2016, do hereby congratulate Mary Sugrue on her appointment as chief executive officer and do hereby express our best wishes for her continued success and achievement; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Mary Sugrue.

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*CONGRATULATION EXTENDED TO EDWARD S. WEIL, JR. ON RECEIPT OF ADLER AND SULLIVAN AWARD AND DECLARATION OF NOVEMBER 6, 2016 AS "EDWARD S. WEIL, JR. DAY" IN CHICAGO.*

[R2016-860]

WHEREAS, Edward S. Weil, Jr., a widely admired Chicago area civic leader, will receive the inaugural Adler and Sullivan Award in honor of his lasting contributions to the Auditorium Theatre and the arts on Sunday, November 6, 2016; and

WHEREAS, The Chicago City Council has been informed of this event by Alderman Edward M. Burke; and

WHEREAS, A resident of Winnetka, Edward S. Weil, Jr. is the great-grandson of famed Chicago architect Dankmar Adler who with his legendary partner, Louis Sullivan, founded the firm of Adler & Sullivan; and

WHEREAS, In 1889, the architectural firm unveiled the Auditorium Building to national acclaim with Dankmar Adler engineering its structural and acoustic innovations and Louis Sullivan shaping its artistic and ornamental brilliance; and

WHEREAS, Adler and Sullivan pushed the limits of modern architecture to make the Auditorium the tallest building in Chicago, the first multi-use building ever designed and the most massive modern edifice in the world for its time; and

WHEREAS, The Auditorium Theater is a national historic landmark which remains internationally recognized for its acoustics, innovative architecture and stunning design; and

WHEREAS, Edward S. Weil, Jr. is currently the longest-serving board member of the Auditorium Theatre of Roosevelt University as well as past chair and vice-chair of the Auditorium Theatre Council Board and past chairman of the Auditorium Theater Facilities Committee; and

WHEREAS, During the 1980s, when Edward S. Weil, Jr. was the chief operating officer of Power Conversion Products LLC, he was recruited to join the leadership of the Council; and

WHEREAS, The philanthropy of Edward S. Weil, Jr. includes major donations which have funded the upkeep and refurbishment of the Auditorium Theater; and

WHEREAS, Edward S. Weil, Jr. and his fellow stewards have helped to navigate the Theatre through its many evolutions; and

WHEREAS, Beginning in 1989, Edward S. Weil, Jr. played a major role in ushering in the Auditorium Theatre's Broadway era with longstanding runs like "Les Miserables", "Phantom of the Opera", "Miss Saigon" and "Showboat"; and

WHEREAS, Edward S. Weil, Jr. continues to play a fundamental role in its multi-faceted success of the venue for world-class dance companies, citywide music festivals and community and educational programming; and

WHEREAS, The stewardship, vision and dedication of Edward S. Weil, Jr. serve as an example to all; now, therefore,

*Be It Resolved*, That we, the Mayor and the members of the Chicago City Council, assembled this first day of November 2016, do hereby congratulate Edward S. Weil, Jr. on receiving this prestigious honor and do hereby declare that November 6, 2016, shall be recognized as "Edward S. Weil, Jr. Day" throughout the City of Chicago; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Edward S. Weil, Jr.

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*DECLARATION OF NOVEMBER 5, 2016 AS "IRISH RUGBY DAY" IN CHICAGO.*

[R2016-846]

WHEREAS, New Zealand's two-time World Cup Champion team, the Maori All Blacks, will return to Soldier Field in Chicago on November 5, 2016 to play Ireland; and

WHEREAS, The Chicago City Council has been informed of this event by Alderman Edward M. Burke; and

WHEREAS, The match is part of Rugby Weekend which also includes a game on November 4, 2016 between the USA Eagles and New Zealand at Toyota Park; and

WHEREAS, The Irish Rugby Union is ranked number 6 in the world rankings and has won the 6 Nations Championship 13 times, most recently in 2015; and

WHEREAS, The All Blacks, featuring players of Maori descent, last played at Soldier Field in 2014 when the team defeated the USA Eagles in front of 61,500 fans in what was the most highly attended single rugby event in the history of the United States; and

WHEREAS, The upcoming games build upon the popularity of rugby that has resulted from the momentum of the Rio Olympic Games and are the latest in a line of rugby events held in North American venues; and

WHEREAS, The City of Chicago is home to a thriving youth culture in Rugby Illinois and clubs that have reached domestic national championships; and

WHEREAS, Rugby Weekend will showcase world-class rugby talent to Chicago area residents, many of whom proudly celebrate their Irish heritage; and

WHEREAS, Shane Ross, Minister for Transport, Tourism and Sport for the Republic of Ireland will visit Chicago to attend the rugby match weekend festivities; and

WHEREAS, A breakfast reception honoring Minister Shane Ross' visit to Chicago will be held on November 4, 2016 at the Union League Club, now, therefore,

*Be It Resolved*, That we, the Mayor and the members of the Chicago City Council, assembled this first day of November 2016, do hereby declare that November 5, 2016, shall be recognized as "Irish Rugby Day" throughout the City of Chicago; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Minister Shane Ross.

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*Presented By*

**ALDERMAN FOULKES (16<sup>th</sup> Ward):**

**CONGRATULATIONS EXTENDED TO CROSSING GUARD PATRICIA BILLINGS  
ON RETIREMENT FROM CHICAGO POLICE DEPARTMENT.**

[R2016-795]

WHEREAS, Crossing Guard Patricia Billings, retired from the Chicago Police Department on July 31, 2016 following 12 years of dedicated public service; and

WHEREAS, The Chicago City Council has been informed of this special event by Toni Foulkes, Alderman of the 16<sup>th</sup> Ward; and

WHEREAS, Throughout her long and distinguished tenure, Guard Billings upheld the finest traditions of the enforcement community, and her hard work, commitment and dedication to duty earned her the respect and admiration of her colleagues; and

WHEREAS, Guard Billings is a valued member of the 007<sup>th</sup> Police District community, and her presence will be sorely missed. She has earned the respect not only of her colleagues, but also of the grateful residents of the 007<sup>th</sup> District; and

WHEREAS, The leaders of this great City of Chicago are cognizant of the great debt owed to our public servants; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered this first day of November 2016, do hereby express our gratitude and heartiest congratulations to 007<sup>th</sup> District Crossing Guard Patricia Billings as she retires from 12 years of outstanding service to the people of this great city and we extend our very best wishes for her continued success and fulfillment; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Crossing Guard Patricia Billings.

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**CONGRATULATIONS EXTENDED TO CROSSING GUARD ANNALISIA COLLINS  
ON RETIREMENT FROM CHICAGO POLICE DEPARTMENT.**

[R2016-796]

WHEREAS, Crossing Guard Annalisia Collins retired from the Chicago Police Department on July 31, 2016 following 37 years of dedicated public service; and

WHEREAS, The Chicago City Council has been informed of this special event by Toni Foulkes, Alderman of the 16<sup>th</sup> Ward; and

WHEREAS, Throughout her long and distinguished tenure, Guard Collins upheld the finest traditions of the enforcement community and her hard work, commitment and dedication to duty earned her the respect and admiration of her colleagues; and

WHEREAS, Guard Collins is a valued member of the 007<sup>th</sup> Police District community and her presence will be sorely missed. She has earned the respect not only of her colleagues, but also of the grateful residents of the 007<sup>th</sup> District; and



WHEREAS, The leaders of this great City of Chicago are cognizant of the great debt owed to our public servants; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered this first day of November 2016, do hereby express our gratitude and heartiest congratulations to 007<sup>th</sup> District Crossing Guard Annalisia Collins as she retires from 37 years of outstanding service to the people of this great city and we extend our very best wishes for her continued success and fulfillment; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Crossing Guard Annalisia Collins.

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**CONGRATULATIONS EXTENDED TO OFFICER BRENDAN MC WILLIAMS ON RETIREMENT FROM CHICAGO POLICE DEPARTMENT.**

[R2016-790]

WHEREAS, Police Officer Brendan McWilliams, Star Number 18352, retired from the Chicago Police Department on December 16, 2016 following 21 years of dedicated public service; and

WHEREAS, The Chicago City Council has been informed of this special event by Toni Foulkes, Alderman of the 16<sup>th</sup> Ward; and

WHEREAS, Throughout his long and distinguished tenure, Officer McWilliams upheld the finest traditions of the law enforcement community, and his hard work, commitment and dedication to duty earned him the respect and admiration of his colleagues; and

WHEREAS, Officer McWilliams is a valued member of the 007<sup>th</sup> Police District community, and his presence will be sorely missed. He has earned the respect not only of his colleagues, but also of the grateful residents of the 007<sup>th</sup> District; and

WHEREAS, The leaders of this great City of Chicago are cognizant of the great debt owed to our public servants; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered this first day of November 2016, do hereby express our gratitude and heartiest congratulations to 007<sup>th</sup> District Police Officer Brendan McWilliams as he retires from 21 years of outstanding service to the people of this great city, and we extend our very best wishes for his continued success and fulfillment; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Officer Brendan McWilliams.

*CONGRATULATIONS EXTENDED TO OFFICER KENNETH MORRIS ON  
RETIREMENT FROM CHICAGO POLICE DEPARTMENT.*

[R2016-793]

WHEREAS, Police Officer Kenneth Morris, Star Number 3300, retired from the Chicago Police Department on September 16, 2016 following 25 years of dedicated public service; and

WHEREAS, The Chicago City Council has been informed of this special event by Toni Foulkes, Alderman of the 16<sup>th</sup> Ward; and

WHEREAS, Throughout his long and distinguished tenure, Officer Morris upheld the finest traditions of the law enforcement community and his hard work, commitment and dedication to duty earned him the respect and admiration of his colleagues; and

WHEREAS, Officer Morris is a valued member of the 007<sup>th</sup> Police District community and his presence will be sorely missed. He has earned the respect not only of his colleagues, but also of the grateful residents of the 007<sup>th</sup> District; and

WHEREAS, The leaders of this great City of Chicago are cognizant of the great debt owed to our public servants; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered this first day of November 2016, do hereby express our gratitude and heartiest congratulations to 007<sup>th</sup> District Police Officer Kenneth Morris as he retires from 25 years of outstanding service to the people of this great city and we extend our very best wishes for his continued success and fulfillment; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Officer Kenneth Morris.

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*CONGRATULATIONS EXTENDED TO OFFICER ANTHONY PARKER ON  
RETIREMENT FROM CHICAGO POLICE DEPARTMENT.*

[R2016-791]

WHEREAS, Police Officer Anthony Parker, Star Number 9885, retired from the Chicago Police Department on September 17, 2016 following 25 years of dedicated public service; and

WHEREAS, The Chicago City Council has been informed of this special event by Toni Foulkes, Alderman of the 16<sup>th</sup> Ward; and

WHEREAS, Throughout his long and distinguished tenure, Officer Parker upheld the finest traditions of the law enforcement community, and his hard work, commitment and dedication to duty earned him the respect and admiration of his colleagues; and

WHEREAS, Officer Parker is a valued member of the 007<sup>th</sup> Police District community, and his presence will be sorely missed. He has earned the respect not only of his colleagues, but also of the grateful residents of the 007<sup>th</sup> District; and

WHEREAS, The leaders of this great City of Chicago are cognizant of the great debt owed to our public servants; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered this first day of November 2016, do hereby express our gratitude and heartiest congratulations to 007<sup>th</sup> District Police Officer Anthony Parker as he retires from 25 years of outstanding service to the people of this great city, and we extend our very best wishes for his continued success and fulfillment; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Officer Anthony Parker.

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**CONGRATULATIONS EXTENDED TO OFFICER SHERMAN SAMPSON ON RETIREMENT FROM CHICAGO POLICE DEPARTMENT.**

[R2016-792]

WHEREAS, Police Officer Sherman Sampson, Star Number 19990, retired from the Chicago Police Department on September 17, 2016 following 25 years of dedicated public service; and

WHEREAS, The Chicago City Council has been informed of this special event by Toni Foulkes, Alderman of the 16<sup>th</sup> Ward; and

WHEREAS, Throughout his long and distinguished tenure, Officer Sampson upheld the finest traditions of the law enforcement community, and his hard work, commitment and dedication to duty earned him the respect and admiration of his colleagues; and

WHEREAS, Officer Sampson is a valued member of the 007<sup>th</sup> Police District community, and his presence will be sorely missed. He has earned the respect not only of his colleagues, but also of the grateful residents of the 007<sup>th</sup> District; and

WHEREAS, The leaders of this great City of Chicago are cognizant of the great debt owed to our public servants; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered this first day of November 2016, do hereby express our gratitude and heartiest congratulations to 007<sup>th</sup> District Police Officer Sherman Sampson as he retires from 25 years of outstanding service to the people of this great city and we extend our very best wishes for his continued success and fulfillment; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Officer Sherman Sampson.

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**CONGRATULATIONS EXTENDED TO SERGEANT JAMES SMITH ON RETIREMENT FROM CHICAGO POLICE DEPARTMENT.**

[R2016-794]

WHEREAS, Police Sergeant James Smith, Star Number 2009, retired from the Chicago Police Department on October 15, 2016 following 30 years of dedicated public service; and

WHEREAS, The Chicago City Council has been informed of this special event by Toni Foulkes, Alderman of the 16<sup>th</sup> Ward; and

WHEREAS, Throughout his long and distinguished tenure, Sergeant Smith upheld the finest traditions of the law enforcement community and his hard work, commitment and dedication to duty earned him the respect and admiration of his colleagues; and

WHEREAS, Sergeant Smith is a valued member of the 007<sup>th</sup> Police District community and his presence will be sorely missed. He has earned the respect not only of his colleagues, but also of the grateful residents of the 007<sup>th</sup> District; and

WHEREAS, The leaders of this great City of Chicago are cognizant of the great debt owed to our public servants; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered this first day of November 2016, do hereby express our gratitude and heartiest congratulations to 007<sup>th</sup> District Police Sergeant James Smith as he retires from 30 years of outstanding service to the people of this great city and we extend our very best wishes for his continued success and fulfillment; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Sergeant James Smith.

**CONGRATULATIONS EXTENDED TO OFFICER KEITH STEWART ON RETIREMENT FROM CHICAGO POLICE DEPARTMENT.**

[R2016-789]

WHEREAS, Police Officer Keith Stewart, Star Number 12118, retired from the Chicago Police Department on March 16, 2016 following 25 years of dedicated public service; and

WHEREAS, The Chicago City Council has been informed of this special event by Toni Foulkes, Alderman of the 16<sup>th</sup> Ward; and

WHEREAS, Throughout his long and distinguished tenure, Officer Stewart upheld the finest traditions of the law enforcement community and his hard work, commitment and dedication to duty earned him the respect and admiration of his colleagues; and

WHEREAS, Officer Stewart is a valued member of the 007<sup>th</sup> Police District community and his presence will be sorely missed. He has earned the respect not only of his colleagues, but also of the grateful residents of the 007<sup>th</sup> District; and

WHEREAS, The leaders of this great City of Chicago are cognizant of the great debt owed to our public servants; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered this first day of November 2016, do hereby express our gratitude and heartiest congratulations to 007<sup>th</sup> District Police Officer Keith Stewart as he retires from 25 years of outstanding service to the people of this great city and we extend our very best wishes for his continued success and fulfillment; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Officer Keith Stewart.

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*Presented By*

**ALDERMAN CURTIS (18<sup>th</sup> Ward):**

**CONGRATULATIONS EXTENDED TO FIELD TRAINING OFFICER JOE BERRY ON RETIREMENT FROM CHICAGO POLICE DEPARTMENT.**

[R2016-822]

WHEREAS, On April 30, 2016, Field Training Officer Joe Berry retired from the Chicago Police Department following 30 years of dedicated public service; and

WHEREAS, The Chicago City Council has been informed of this occasion by the Honorable Derrick Curtis, Alderman of the 18<sup>th</sup> Ward; and

WHEREAS, Field Training Officer Joe Berry, Star Number 17495, began his illustrious career with the Chicago Police Department on August 11, 1986 and retired as a valued member of the 6<sup>th</sup> District. His presence will be sorely missed; 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, Throughout his long and distinguished tenure, Field Training Officer Joe Berry upheld the finest traditions of the law enforcement community and his hard work, commitment and dedication to duty earned him the respect and admiration of his colleagues and the communities he protected; and

WHEREAS, Field Training Officer Joe Berry devoted 30 years of his life in public 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; and

WHEREAS, The leaders of this great City of Chicago are cognizant of the great debt owed to our public servants, and extend our sincerest gratitude to the long and prolific career of Field Training Officer Joe Berry; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this first day of November 2016, do hereby express our gratitude for 30 years of work in service to the people of the City of Chicago, and express our heartiest wishes on a pleasant retirement to Joe Berry; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Joe Berry and his family.

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**CONGRATULATIONS EXTENDED TO OFFICER DAVID BROWN ON  
RETIREMENT FROM CHICAGO POLICE DEPARTMENT.**

[R2016-827]

WHEREAS, On August 16, 2016, Police Officer David Brown retired from the Chicago Police Department following 21 years of dedicated public service; and

WHEREAS, The Chicago City Council has been informed of this occasion by the Honorable Derrick Curtis, Alderman of the 18<sup>th</sup> Ward; and

WHEREAS, Police Officer David Brown, Star Number 17514, began his illustrious career with the Chicago Police Department on January 3, 1995 and retired as a valued member of the 6<sup>th</sup> District. His presence will be sorely missed; 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, Throughout his long and distinguished tenure, Police Officer David Brown upheld the finest traditions of the law enforcement community, and his hard work, commitment and dedication to duty earned him the respect and admiration of his colleagues and the communities he protected; and

WHEREAS, Police Officer David Brown devoted 21 years of his life in public 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; and

WHEREAS, The leaders of this great City of Chicago are cognizant of the great debt owed to our public servants and extend our sincerest gratitude to the long and prolific career of Police Officer David Brown; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this first day of November 2016, do hereby express our gratitude for 21 years of work in service to the people of the City of Chicago and express our heartiest wishes on a pleasant retirement to David Brown; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to David Brown and his family.

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**CONGRATULATIONS EXTENDED TO LIEUTENANT ANTHONY CEJA ON RETIREMENT FROM CHICAGO POLICE DEPARTMENT.**

[R2016-819]

WHEREAS, On August 15, 2016, Lieutenant Anthony Ceja retired from the Chicago Police Department following 34 years of dedicated public service; and

WHEREAS, The Chicago City Council has been informed of this occasion by the Honorable Derrick Curtis, Alderman of the 18<sup>th</sup> Ward; and

WHEREAS, Lieutenant Anthony Ceja, Star Number 672, began his illustrious career with the Chicago Police Department on July 19, 1982 and retired as a valued member of the 6<sup>th</sup> District. His presence will be sorely missed; 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, Throughout his long and distinguished tenure, Lieutenant Anthony Ceja upheld the finest traditions of the law enforcement community, and his hard work, commitment and dedication to duty earned him the respect and admiration of his colleagues and the communities he protected; and

WHEREAS, Lieutenant Anthony Ceja devoted 34 years of his life in public 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; and

WHEREAS, The leaders of this great City of Chicago are cognizant of the great debt owed to our public servants and extend our sincerest gratitude to the long and prolific career of Lieutenant Anthony Ceja; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this first day of November 2016, do hereby express our gratitude for 34 years of work in service to the people of the City of Chicago and express our heartiest wishes on a pleasant retirement to Anthony Ceja; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Anthony Ceja and his family.

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CONGRATULATIONS EXTENDED TO OFFICER HENRY FOSTER ON  
RETIREMENT FROM CHICAGO POLICE DEPARTMENT.

[R2016-826]

WHEREAS, On September 15, 2016, Police Officer Henry Foster retired from the Chicago Police Department following 26 years of dedicated public service; and

WHEREAS, The Chicago City Council has been informed of this occasion by the Honorable Derrick Curtis, Alderman of the 18<sup>th</sup> Ward; and



WHEREAS, Police Officer Henry Foster, Star Number 19660, began his illustrious career with the Chicago Police Department on August 27, 1990 and retired as a valued member of the 6<sup>th</sup> District. His presence will be sorely missed; 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, Throughout his long and distinguished tenure, Police Officer Henry Foster upheld the finest traditions of the law enforcement community, and his hard work, commitment and dedication to duty earned him the respect and admiration of his colleagues and the communities he protected; and

WHEREAS, Police Officer Henry Foster devoted 26 years of his life in public 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; and

WHEREAS, The leaders of this great City of Chicago are cognizant of the great debt owed to our public servants and extend our sincerest gratitude to the long and prolific career of Police Officer Henry Foster; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this first day of November 2016, do hereby express our gratitude for 26 years of work in service to the people of the City of Chicago and express our heartiest wishes on a pleasant retirement to Henry Foster; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Henry Foster and his family.

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CONGRATULATIONS EXTENDED TO OFFICER BRIDGETT MC CRANEY ON RETIREMENT FROM CHICAGO POLICE DEPARTMENT.

[R2016-825]

WHEREAS, On September 15, 2016, Police Officer Bridgett McCraney retired from the Chicago Police Department following 26 years of dedicated public service; and

WHEREAS, The Chicago City Council has been informed of this occasion by the Honorable Derrick Curtis, Alderman of the 18<sup>th</sup> Ward; and

WHEREAS, Police Officer Bridgett McCraney, Star Number 4191, began her illustrious career with the Chicago Police Department on March 26, 1990 and retired as a valued member of the 6<sup>th</sup> District. Her presence will be sorely missed; 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, Throughout her long and distinguished tenure, Police Officer Bridgett McCraney upheld the finest traditions of the law enforcement community, and her hard work, commitment and dedication to duty earned her the respect and admiration of her colleagues and the communities she protected; and

WHEREAS, Police Officer Bridgett McCraney devoted 26 years of her life in public 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; and

WHEREAS, The leaders of this great City of Chicago are cognizant of the great debt owed our public servants and extend our sincerest gratitude to the long and prolific career of Police Officer Bridgett McCraney; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this first day of November 2016, do hereby express our gratitude for 26 years of work in service to the people of the City of Chicago and express our heartiest wishes on a pleasant retirement to Bridgett McCraney; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Bridgett McCraney and her family.

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**CONGRATULATIONS EXTENDED TO OFFICER JERRY MC GHEE ON RETIREMENT FROM CHICAGO POLICE DEPARTMENT.**

[R2016-824]

WHEREAS, On January 15, 2017, Police Officer Jerry McGhee will retire from the Chicago Police Department following 30 years of dedicated public service; and

WHEREAS, The Chicago City Council has been informed of this occasion by the Honorable Derrick Curtis, Alderman of the 18<sup>th</sup> Ward; and

WHEREAS, Police Officer Jerry McGhee, Star Number 19217, began his illustrious career with the Chicago Police Department on December 7, 1987 and will retire as a valued member of the 6<sup>th</sup> District. His presence will be sorely missed; 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, Throughout his long and distinguished tenure, Officer Jerry McGhee upheld the finest traditions of the law enforcement community, and his hard work, commitment and dedication to duty earned him the respect and admiration of his colleagues and the communities he protected; and

WHEREAS, Police Officer Jerry McGhee devoted 30 years of his life in public 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; and

WHEREAS, The leaders of this great City of Chicago are cognizant of the great debt owed to our public servants and extend our sincerest gratitude to the long and prolific career of Police Officer Jerry McGhee; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this first day of November 2016, do hereby express our gratitude for 30 years of work in service to the people of the City of Chicago and express our heartiest wishes on a pleasant retirement to Jerry McGhee; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Jerry McGhee and his family.

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**CONGRATULATIONS EXTENDED TO SERGEANT PATRICK MEDRANO ON RETIREMENT FROM CHICAGO POLICE DEPARTMENT.**

[R2016-820]

WHEREAS, On August 15, 2016, Sergeant Patrick Medrano retired from the Chicago Police Department following 30 years of dedicated public service; and

WHEREAS, The Chicago City Council has been informed of this occasion by the Honorable Derrick Curtis, Alderman of the 18<sup>th</sup> Ward; and

WHEREAS, Sergeant Patrick Medrano, Star Number 878, began his illustrious career with the Chicago Police Department on July 14, 1986 and retired as a valued member of the 6<sup>th</sup> District. His presence will be sorely missed; 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, Throughout his long and distinguished tenure, Sergeant Patrick Medrano upheld the finest traditions of the law enforcement community, and his hard work, commitment and dedication to duty earned him the respect and admiration of his colleagues and the communities he protected; and

WHEREAS, Sergeant Patrick Medrano devoted 30 years of his life in public 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; and

WHEREAS, The leaders of this great City of Chicago are cognizant of the great debt owed to our public servants and extend our sincerest gratitude to the long and prolific career of Sergeant Patrick Medrano; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this first day of November 2016, do hereby express our gratitude for 30 years of work in service to the people of the City of Chicago and express our heartiest wishes on a pleasant retirement to Patrick Medrano; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Patrick Medrano and his family.

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**CONGRATULATIONS EXTENDED TO SERGEANT RAYMOND OKONSKI ON RETIREMENT FROM CHICAGO POLICE DEPARTMENT.**

[R2016-821]

WHEREAS, On May 6, 2016, Sergeant Raymond Okonski retired from the Chicago Police Department following 26 years of dedicated public service; and

WHEREAS, The Chicago City Council has been informed of this occasion by the Honorable Derrick Curtis, Alderman of the 18<sup>th</sup> Ward; and

WHEREAS, Sergeant Raymond Okonski, Star Number 1876, began his illustrious career with the Chicago Police Department on August 27, 1990 and retired as a valued member of the 6<sup>th</sup> District. His presence will be sorely missed; 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, Throughout his long and distinguished tenure, Sergeant Raymond Okonski upheld the finest traditions of the law enforcement community and his hard work, commitment and dedication to duty earned him the respect and admiration of his colleagues and the communities he protected; and

WHEREAS, Sergeant Raymond Okonski devoted 26 years of his life in public 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; and

WHEREAS, The leaders of this great City of Chicago are cognizant of the great debt owed to our public servants, and extend our sincerest gratitude to the long and prolific career of Sergeant Raymond Okonski; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this first day of November 2016, do hereby express our gratitude for 26 years of work in service to the people of the City of Chicago, and express our heartiest wishes on a pleasant retirement to Raymond Okonski; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Raymond Okonski and his family.

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*CONGRATULATIONS EXTENDED TO CROSSING GUARD HELEN SHIRLEY ON RETIREMENT FROM CHICAGO POLICE DEPARTMENT.*

[R2016-829]

WHEREAS, On August 5, 2016 Crossing Guard Helen Shirley retired from the Chicago Police Department following 24 years of dedicated public service; and

WHEREAS, The Chicago City Council has been informed of this occasion by the Honorable Derrick Curtis, Alderman of the 18<sup>th</sup> Ward; and

WHEREAS, Crossing Guard Helen Shirley, Star Number 1345, began her illustrious career with the Chicago Police Department on June 15, 1992 and retired as a valued member of the 6<sup>th</sup> District. Her presence will be sorely missed; and

WHEREAS, The crossing guards have the very essential job of ensuring the safety of students traveling to and from school. Not only do they stand out in the rain, sleet and snow, these crossing guards have an important role in protecting the lives of our children; and

WHEREAS, Helen Shirley devoted 24 years of her life in public service to the people she served in the 18<sup>th</sup> Ward and 6<sup>th</sup> Police District; and

WHEREAS, The leaders of this great City of Chicago are cognizant of the great debt owed to our public servants and extend our sincerest gratitude to the long and prolific career of Crossing Guard Helen Shirley; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this first day of November 2016, do hereby express our gratitude for 24 years of work in service to the people of the City of Chicago, and express our heartiest wishes on a pleasant retirement to Helen Shirley; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Helen Shirley and her family.

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*CONGRATULATIONS EXTENDED TO OFFICER PERNESSIA STUBBS ON RETIREMENT FROM CHICAGO POLICE DEPARTMENT.*

[R2016-828]

WHEREAS, On January 17, 2017, Police Officer Pernessia Stubbs will retire from the Chicago Police Department following 20 years of dedicated public service; and

WHEREAS, The Chicago City Council has been informed of this occasion by the Honorable Derrick Curtis, Alderman of the 18<sup>th</sup> Ward; and

WHEREAS, Police Officer Pernessia Stubbs, Star Number 19977, began her illustrious career with the Chicago Police Department on July 8, 1996 and will retire as a valued member of the 6<sup>th</sup> District. Her presence will be sorely missed; 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, Throughout her long and distinguished tenure, Police Officer Pernessia Stubbs upheld the finest traditions of the law enforcement community and her hard work, commitment and dedication to duty earned her the respect and admiration of her colleagues and the communities she protected; and

WHEREAS, Police Officer Pernessia Stubbs devoted 20 years of her life in public 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; and

WHEREAS, The leaders of this great City of Chicago are cognizant of the great debt owed to our public servants, and extend our sincerest gratitude to the long and prolific career of Police Officer Pernessia Stubbs; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this first day of November 2016, do hereby express our gratitude for 20 years of work in service to the people of the City of Chicago, and express our heartiest wishes on a pleasant retirement to Pernessia Stubbs; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Pernessia Stubbs and her family.

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**CONGRATULATIONS EXTENDED TO OFFICER ROBERT WATKINS ON RETIREMENT FROM CHICAGO POLICE DEPARTMENT.**

[R2016-823]

WHEREAS, On January 15, 2016, Police Officer Robert Watkins retired from the Chicago Police Department following 29 years of dedicated public service; and

WHEREAS, The Chicago City Council has been informed of this occasion by the Honorable Derrick Curtis, Alderman of the 18<sup>th</sup> Ward; and

WHEREAS, Police Officer Robert Watkins, Star Number 13054, began his illustrious career with the Chicago Police Department on December 7, 1987 and retired as a valued member of the 6<sup>th</sup> District. His presence will be sorely missed; 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, Throughout his long and distinguished tenure, Police Officer Robert Watkins upheld the finest traditions of the law enforcement community and his hard work, commitment and dedication to duty earned him the respect and admiration of his colleagues and the communities he protected; and

WHEREAS, Police Officer Robert Watkins devoted 29 years of his life in public 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; and

WHEREAS, The leaders of this great City of Chicago are cognizant of the great debt owed to our public servants, and extend our sincerest gratitude to the long and prolific career of Police Officer Robert Watkins; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this first day of November 2016, do hereby express our gratitude for 29 years of work in service to the people of the City of Chicago, and express our heartiest wishes on a pleasant retirement to Robert Watkins; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Robert Watkins and his family.

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*Presented By*

**ALDERMAN MUÑOZ (22<sup>nd</sup> Ward):**

**DECLARATION OF DECEMBER 14 AS "NAÁSON JOAQUÍN GARCÍA DAY" IN CHICAGO.**

[R2016-797]

WHEREAS, Naáson Joaquín García has been the impactful leader of the Light of the World Church; and

WHEREAS, This esteemed body has been informed of this man's accomplishments by the Honorable Ricardo Munoz, Alderman of the 22<sup>nd</sup> Ward; and

WHEREAS, Light of the World Church is located at 2614 South Keeler Avenue in Chicago; and

WHEREAS, Naáson Joaquín García, an apostle of Jesus Christ, is minister of the Light of the World Church and has dedicated his life to doing the work of Jesus Christ; and



WHEREAS, Naáson Joaquín García has greatly expanded the ministries of the Light of the World Church, which now operates in 53 nations and has more than 3,000 congregations; and

WHEREAS, Light of the World Church, under the leadership of Naáson Joaquín García, seeks to improve the lives of all its members through the teaching of Christ's ministry, education and has provided scholarships to many low-income students; and

WHEREAS, The Church of the Living God, Light of the World under the leadership of Naáson Joaquín García seeks to spread the word of Jesus Christ and to do his works throughout the world; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this first day of November 2016, do hereby proclaim December 14<sup>th</sup> as "Naáson Joaquín García Day" as a testament to his contributions to the City of Chicago; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Naáson Joaquín García.

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*Presented By*

**ALDERMAN REBOYRAS (30<sup>th</sup> Ward):**

**CONGRATULATIONS EXTENDED TO OFFICER EVELYN LABOY ON RETIREMENT FROM CHICAGO POLICE DEPARTMENT.**

[R2016-868]

WHEREAS, A loving mother, strong woman, and member of Chicago's finest, Evelyn Laboy was born in Puerto Rico where she lived with her parents and two younger brothers. At the age of 3, her family moved to the North Side of Chicago to seek better opportunities; and

WHEREAS, Evelyn Laboy was a member of the first graduating class of Roberto Clemente High School and eventually worked as a financial administrator. She soon began working toward her degree, where she would sometimes have to bring along her young daughter to class; and

WHEREAS, One day, Evelyn's younger brother, a member of the CPD, encouraged her to take the police entrance exam. She had never really considered a life in law enforcement but fate intervened and she made the decision to study and take the exam.

The day she graduated from the police academy was a source of pride for her parents, brothers, and daughters; and

WHEREAS, Evelyn Laboy began at the 13<sup>th</sup> District, working nights while managing a busy household during the day. Evelyn would fight crime at night but during the day, her most important job was being a great mother to her three children. She was eventually transferred to the 25<sup>th</sup> District and into the Community Relations Department, and

WHEREAS, After working hard for 25 years with the CPD, Evelyn Laboy has made the decision to retire. Full of life and a wide variety of interests (everything from home decorating to riding Harley's), her retirement is not just the end of a great career but the beginning of a new adventure. She is a source of pride and inspiration to her children who are grateful that their mom was a Chicago police officer; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this first day of November 2016 A.D., do hereby extend to Evelyn Laboy our sincere and grateful appreciation for her outstanding record of personal and professional achievement and our best wishes to her and her family on her retirement; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared for presentation to Evelyn Laboy.

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*Presented By*

**ALDERMAN REBOYRAS (30<sup>th</sup> Ward) And  
ALDERMAN TALIAFERRO (29<sup>th</sup> Ward):**

**RECOGNITION OF SWIETOKRZYSKIE COMMUNITY FOR RICH CULTURAL  
HISTORY AND CONTRIBUTIONS TO CHICAGO.**

[R2016-799]

WHEREAS, The name "Swietokrzyska" refers its name to the Central-Eastern part of Poland, one of the oldest historic areas belonging to Poland. From the Middle Ages, the Swietokrzyskie region has been the largest industrial district on Polish soil and a major economic region in Europe; and

WHEREAS, After the economic crisis in the late nineteenth/twentieth century and after World War I, there was a degradation of the industry and a great migration to America. Most of the inhabitants of the province of Swietokrzyskie immigrated to America, primarily

to Chicago creating a very large group of Polish immigrants in the city. Another exodus of residents of the Swietokrzyskie region took place after the end of World War II and during the martial law in Poland in the years 1980 -- 1989. Due to a large group of Poles living in Chicago, new immigrants decided to also move to Chicago. In the Swietokrzyskie region, each household has at least one family member who is or was a resident of Chicago; and

WHEREAS, Presently the region Swietokrzyskie is dominated by agricultural-food industry, tourism and healing. It also still continues the former metal industry (steelworks, metallurgy, rolling mill Ostrowiec), including arms Mesko Skarzysko-production of missiles "Patriot", automotive (Starachowice -- the world's largest industry of manufacturing the car MAN). In the Special Economic Zone in Starachowice, there are many American companies such as RR Donnelly of Chicago and Smithfield Foods Incorporated; and

WHEREAS, Contemporary relations between Chicago with the region of Swietokrzyskie are very strong and intense. It is in the capital of the region, Kielce, The Office of Pegasus represents the Polish-American Business Organizations from the U.S. on Polish territory, including: Polish American Contractor Builders Association, working with the Polish American Chamber of Commerce of Chicago, Chicago Business Centre Club and other organizations. In Chicago, Club of Friends of Swietokrzyskie members are residents of the "Windy City" who originally come from the region of Kielce; and

WHEREAS, In the past 10 years, Pegasus organized more than 30 economic missions from the Swietokrzyskie region to Chicago, where participants took part in many trade fairs in the McCormick Place, in the Exhibition Centre in Rosemont and in many other conferences and seminars (over 500 companies); and

WHEREAS, Relations between Chicago and the region of Swietokrzyskie are still developing and have a high potential for further development and cooperation in the field of business, science, culture, education and tourism; and

WHEREAS, The adoption of the name "Swietokrzyska" is an expression of respect and consideration for the citizens of Chicago, whose roots originate from this region and the recognition of the historical and current contribution to the Swietokrzyskie region and its people in building friendly relations between the Swietokrzyskie region and the State of Illinois; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this first day of November 2016 A.D., do hereby express our congratulations and best wishes to all members of the Swietokrzyskie community; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to a representative of the Swietokrzyskie region.

*Presented By*

**ALDERMAN AUSTIN (34<sup>th</sup> Ward):**

**TRIBUTE TO LATE BORIS NIKOLAS NITCHOFF.**

[R206-869]

WHEREAS, God in His Infinite wisdom has called Boris Nikolas Nitchoff, most beloved citizen and friend to his community, to his eternal reward on Tuesday, September 13, 2016; and

WHEREAS, This esteemed body has been informed of his passing by the Honorable Alderman Carrie M. Austin of the 34<sup>th</sup> Ward and Chairman of the Committee on the Budget and Government Operations; and

WHEREAS, Boris Nikolas Nitchoff was born on May 30, 1999 in La Grange, Illinois to the union of his precious and devoted parents, Kathy Nitchoff and Constantino Nitchoff; and

WHEREAS, A senior taking pride in his academics, Boris filled the halls of Lemont High School with eagerness to aid, whether holding a door open for a teacher, rushing to pick up dropped books, or helping a fellow student. Devoted to his studies, Boris often stayed after school to help in the lab or for extra assistance with physics homework. Known for his thoughtful spirit and inviting personality, which is a credit to his loving and supportive parents. In addition, Boris attended St. John's Northwestern Military Academy, a private all-male college preparatory and leadership development school for students grades 7 through 12; and

WHEREAS, Boris a kind young man, always sported a smile and willing to help in any way. An ambassador of "People to People International", he developed an understanding and friendship through educational, cultural and humanitarian activities among people of different countries and diverse cultures. He relished sharing his experience with other youths and encouraged their involvement; and

WHEREAS, A talented and dedicated athlete at heart, he enjoyed sports such as soccer, hockey and snowmobiling as a winter hobby; and

WHEREAS, Boris leaves to cherish his memory, adoring parents, Kathy and Constantino Nitchoff; two brothers, Stefan Nitchoff and Alex Nitchoff; doting grandparents, Olga and Boris Nitchoff, along with a host of extended family and friends; and

WHEREAS, His passing leaves us all with profound sense of loss and tragedy. Throughout life, Boris touched the hearts of all who knew him through his generous and loving soul. He will be deeply missed but the memory of his character, intelligence and

compassion will live on in those who knew him. Despite our sorrow, we will continue to preserve and glorify Boris's life; and

WHEREAS, The Bible instructs us "Earth has no sorrow that heaven cannot heal". I pray this will be especially true for your family as you mourn this incredible loss. May the Nitchoff Family be comforted by the many gifts and outpouring of love. God bless and keep you in His embrace; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this first of November 2016, do hereby express our sorrow on the passing of Boris Nikolas Nitchoff and extend to his family our sincere condolences; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to the family of Boris Nikolas Nitchoff.

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*Presented By*

**ALDERMAN VILLEGAS (36<sup>th</sup> Ward):**

**RECOGNITION OF POLISH FILM FESTIVAL IN AMERICA FOR CULTURAL AND CINEMATIC CONTRIBUTIONS.**

[R2016-810]

WHEREAS, The Polish Film Festival in America is held in Chicago and is the largest festival of Polish films outside of Poland; and

WHEREAS, The Polish Film Festival in America was founded in 1989 after the fall of communism by Christopher Kamyszew, a film and art executive, educator and philanthropist; and

WHEREAS, The Polish Film Festival in America has been organized by the Society for Arts, a non-for-profit organization established in 1981 with an objective to promote European arts and film in the United States; and

WHEREAS, The Festival has featured over 1,500 films, hosted over 600 influential film professionals and held premieres for influential filmmakers like Roman Polanski (*Bitter Moon*, *The Pianist*), Agnieszka Holland (*The Third Miracle*, *Copying Beethoven*), and Krzysztof Kieslowski (*Short Film About Killing*, *Short Film About Love*); and

WHEREAS, The Festival has supported Polish filmmaking in many ways. The Festival has promoted films for the Academy Awards, helped the development of other Polish film

festivals, hosted a summit for Polish filmmakers and American distributors, distributed Polish films, restored films and awarded scholarships to worthy Polish filmmakers; and

WHEREAS, Through its Wings Award, the Polish Film Festival in America has honored many worthy individuals for their lifetime achievements including Director Roman Polanski, Cinematographer Janusz Kaminski and Composer Jan A.P. Kaczmarek; and

WHEREAS, The festival has received numerous awards both in Poland and the United States, including the Polish Presidential Gold Medal of Merit, the Cavalier's Cross of Merit, Copernican Award and the Polish Film Institute Award; and

WHEREAS, The 28<sup>th</sup> Polish Film Festival in America will be held from November 5 to November 28, 2016, at the Gallery Theater in Chicago, Illinois and Movico Rosemont 18 in Rosemont, Illinois; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this first day of November 2016, do hereby recognize the cultural contributions of the Polish Film Festival in America; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented at the opening night of the 28<sup>th</sup> Polish Film Festival in America on the fifth day of November 2016.

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*Presented By*

**ALDERMAN VILLEGAS (36<sup>th</sup> Ward) And  
ALDERMAN TUNNEY (44<sup>th</sup> Ward):**

**CONGRATULATIONS EXTENDED TO JAVIER BAEZ ON BEING NAMED CO-MVP  
OF 2016 NATIONAL LEAGUE BASEBALL CHAMPIONSHIP SERIES.**

[R2016-808]

WHEREAS, Javier Baez is an outstanding young player for the 2016 National League Champion Chicago Cubs, who beat the Los Angeles Dodgers for the right to play in the 2016 World Series; and

WHEREAS, Javier Baez has given Chicagoans, Cubs fans across the world and all of Puerto Rico great reasons to celebrate; and

WHEREAS, Javier Baez shared the 2016 National League Championship Series MVP with his fellow Cub, Jon Lester after both played exceedingly well throughout the series; and

WHEREAS, Javier Baez batted .318 with 7 hits, 4 doubles, 3 runs, 5 RBIs, 1 walk and 2 stolen bases with an other worldly OPS of .833; and

WHEREAS, Javier Baez proved to be one of the best defenders in Major League Baseball in a season where he played first base, second base, short stop, third base and left field; and

WHEREAS, Javier Baez stole home in the 2<sup>nd</sup> inning of game one of the National League Championship Series, making a play that baseball fans 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 in assembly this first day of November 2016 A.D., do hereby express our congratulations to Javier Baez, his family and the Chicago Cubs on this well deserved recognition and wish him and the Cubs success in the 2016 World Series and beyond; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared for presentation to Javier Baez and the Chicago Cubs.

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*Presented By*

**ALDERMAN MITTS (37<sup>th</sup> Ward):**

**TRIBUTE TO LATE KEENAN JAMAAR BLANKS.**

[R2016-805]

WHEREAS, It is with great sadness that the members of this chamber learned of the departure of Mr. Keenan Jamaar Blanks at the age of 24 on October 11, 2016; and

WHEREAS, The Chicago City Council has been informed of his passing by the Honorable Emma Mitts, Alderman of the 37<sup>th</sup> Ward; and

WHEREAS, Keenan was born on December 19, 1991, in Chicago, Illinois, to proud parents Jeffery and Delphine Blanks; and

WHEREAS, Keenan attended Roberto Clemente High School, he went on to attend Wilbur Wright College where he studied communications; and

WHEREAS, Keenan was a great composer and lyricist. He began recording his music and later created wonderful music videos; and

WHEREAS, Keenan leaves to cherish his memory his parents, Jeffery and Delphine Blanks; son, Karion Blanks; brothers, LeAndre (LeShawn) Burnette and Jeffery Blanks; sister, Paris Blanks; nieces, Dasia, Destiny, and Desiree Burnett and Jayla Thomas; nephews, Jalen Thomas and Akeem Gooden, Jr., along with a host of family and friends. He was preceded in death by his sister, Ms. Drena Thomas; and

WHEREAS, Keenan touched the lives of all who knew him through his love for music. He will be deeply missed, but the memory of his character will live on in those who knew and loved him; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, assembled this first day of November 2016, do hereby extend our heartfelt condolences to the family of Mr. Keenan Jamaar Blanks; and

*Be It Further Resolved*, That suitable copies of this resolution are presented to the family of Mr. Keenan Jamaar Blanks as a sign of our honor, gratitude, and respect.

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*TRIBUTE TO LATE ALBERT SULLIVAN.*

[R2016-803]

WHEREAS, It is with great sadness that the members of this chamber learned of the death of Albert "Eddie" Sullivan; and

WHEREAS, The Chicago City Council has been informed of his passing by the Honorable Emma Mitts, Alderman of the 37<sup>th</sup> Ward; and

WHEREAS, Eddie has been a lifelong entertainer, beginning his singing career at the age of 13; and

WHEREAS, In high school, Eddie was the member of several singing groups, including The Four Gents and The Desideros, which went on to become The Chi-Lites; and

WHEREAS, Eddie's entire family was dedicated to music. He and his two sisters formed a singing group, The Classic Sullivans. He wrote much of the music for the group, and later went on to write music for other singing groups as well; and



WHEREAS, Eddie diligently served his country through the U.S. Special Service Department where he lifted others up through music, singing and dancing for audiences all over the country; and

WHEREAS, Eddie also contributed to the City's rich music history, bringing the Chicago Music Awards to the City, which ran for many years; and

WHEREAS, At the time of his death, Eddie was a member of Serendipity, a popular Chicago area group that he loved; and

WHEREAS, Eddie touched the lives of all who knew him through his lively spirit, kind heart, and love of music. He will be deeply missed, but memories of him will live on in those who knew and loved him; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, assembled this first day of November 2016, do hereby extend our heartfelt condolences to the family of Albert "Eddie" Sullivan; and

*Be It Further Resolved*, That suitable copies of this resolution are presented to the family of Albert "Eddie" Sullivan as a sign of our honor, gratitude and respect.

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*TRIBUTE TO LATE EUNICE ELIZABETH MCKINLEY ANDERSON WILLIAMS.*

[R2016-804]

WHEREAS, It is with great sadness that the members of this chamber learned of the untimely departure of Eunice Elizabeth "Liz" McKinley Anderson Williams on October 4, 2016; and

WHEREAS, This esteemed body has been informed of her passing by the Honorable Emma Mitts, Alderman of the 37<sup>th</sup> Ward; and

WHEREAS, Eunice Elizabeth McKinley Anderson Williams was born to the late James and Eva McKinley in Wayne County, North Carolina, on November 24, 1931. She was one of 12 children; and

WHEREAS, Liz attended Wayne County and Goldsboro Public Schools, receiving her high school diploma from Dillard High School; and

WHEREAS, Liz married the late George Lee Anderson, together the couple had five children. She later found love again, marrying the late Surrey Williams, Jr. in Upper Marlboro, Maryland; and

WHEREAS, She spent over 30 years working as a unit secretary and nurses' assistant at the Freedmen's Hospital, a teaching hospital for the Howard University Medical School, originally established to aid in the medical treatment of former slaves; and

WHEREAS, Liz attended the Central Baptist Church of Camp Springs, Maryland. She loved the fellowship and deeply and appreciated the teachings of the late Reverend John H. Parker and the present pastor, Reverend Lincoln M. Burruss, Jr.; and

WHEREAS, Liz leaves to cherish her memory her children, Eugene Anderson, Patricia Stadaker, Bobby (Cassandra) Anderson, Judy Anderson, and Gloria (Michael) McKay; six grandchildren, Vianca (Ronald) Walker, George (Zenitta) Anderson, Sr., Randy (Joyce) Anderson, LaShonda Smith, Bobby (Pamela) Anderson, Jr., Joshua (Jordan) Anderson; 19 great-grandchildren; one great-grandchild; siblings, Geneva Flowers, Robert (Velma) McKinley, Mildred (Eugene) Parks, Carlton (Julia) McKinley, Jessie (Burnette) McKinley, and Clifton (Lucinda) McKinley; and a host of family and friends; and

WHEREAS, She was preceded in death by her parents, James and Eva McKinley; husbands, George Lee Anderson and Surrey Williams, Jr.; and siblings, James McKinley, Josephine Bagley, Jonnie Bell McKinley, Helen Holloway, Odell Thompson and Hilda Byoune; and

WHEREAS, Liz touched the lives of all who knew her through her love and caring spirit. She will be deeply missed, but the memory of her character will live on in those 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, assembled this first day of November 2016, do hereby extend our heartfelt condolences to the family of Eunice Elizabeth McKinley Anderson Williams; and

*Be It Further Resolved*, That suitable copies of this resolution are presented to the family of Eunice Elizabeth McKinley Anderson Williams as a sign of our honor, gratitude, and respect.

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*Presented By*

**ALDERMAN LAURINO (39<sup>th</sup> Ward):**

**TRIBUTE TO LATE KING BHUMIBOL ADULYADEJ OF THAILAND.**

[R2016-817]

WHEREAS, It is with great sadness that members of this chamber learned of the death of His Majesty King Bhumibol Adulyadej of Thailand on October 13, 2016 at the age of 88; and

WHEREAS, The City Council has been informed of his passing by the Honorable Margaret Laurino, Alderman of the 39<sup>th</sup> Ward; and

WHEREAS, King Bhumibol, also known as Rama IX of the Chakri Dynasty, served 70 years as the constitutional monarch of the Southeast Asian nation; and

WHEREAS, Born on December 5, 1927 in Cambridge, Massachusetts, United States, King Bhumibol was the only King of Thailand born outside of the country. His uncle Rama VII named him Bhumibol Adulyadej, an auspicious and prophetic name that translates to "strength of the land" or "incomparable power"; and

WHEREAS, In 1946, after his brother's death, Bhumibol Adulyadej ascended the throne and returned to Switzerland, where he redirected his studies at the University of Lausanne from science and technology to law and political science to better prepare himself to rule; and

WHEREAS, It was during this period of the new King's life that he met his future wife, Rajawongse Sirikit, daughter of the Thai ambassador to France, on a trip to Paris. The couple were engaged in July 1949, married on April 28, 1950, and eventually became the parents of four children: Princess Ubolratana Rajakanya, Crown Prince Maha Vajiralongkorn, HRH Princess Maha Chakri Sirindhorn, and HRH Princess Chulabhorn Walailak; and

WHEREAS, Bhumibol Adulyadel was crowned King of Thailand on May 5, 1950, in the Baisal Daksin Throne Hall in the Grand Palace in Bangkok. During the coronation ceremony, the new King pledged to "reign with righteousness for the benefit and happiness of the Siamese people". During his reign, the King became widely regarded as Thailand's unifying figure in the nation's fractious political scene; and

WHEREAS, King Bhumibol was also portrayed as the "Development King". He had a diverse skill set and dedicated much of his reign to royal projects that developed infrastructure at the forefront of providing food and basic necessities for his people, by the people. Since his ascension to the throne, the king made regular visits to many rural and impoverished communities and sites, resulting in the implementation of more than 3,000 projects since 1952 providing jobs for the poor to improve the quality of life for all; and

WHEREAS, Long revered by the people of Thailand, every year on December 5, tens of thousands of Thais dressed uniformly in yellow -- the color of the monarchy -- flooded the streets and parks surrounding Bangkok's royal palace for King Bhumibol's birthday; and

WHEREAS, King Bhumibol received several awards during his lifetime, most notably the first United Nations Development Programme (UNDP) Human Development Lifetime Achievement Award presented by then United Nations Secretary-General Kofi Anan. The accolade hailed the monarch's tireless 60-year efforts to help the kingdom's most poor and vulnerable people; and

WHEREAS, He was often referred as the "People's King" and will long be revered by those who bestowed this nickname upon him. The King's widespread social projects and development programs secured him near-deity status, ensuring his legacy will persevere in a country with long-standing traditions of patriotism and loyalty to the royal family; now therefore,

*Be It Resolved*, That we, the Mayor and member of the City Council of the City of Chicago, gathered here this first day of November 2016, do hereby express our sorrow on the death of King Bhumibol Adulyadej and express to his family and the people of Thailand our deepest sympathy; and

*Be It Further Resolved*, That suitable copies of this resolution be presented to the family of King Bhumibol Adulyadej as a token of our honor, gratitude, and respect.

---

*TRIBUTE TO LATE BARBARA BRANICK.*

[R2016-814]

WHEREAS, It is with great sadness that members of this chamber learned of the death of Barbara Branick, nee Lindgerg, at the age of 74; and

WHEREAS, The City Council has been informed of her passing by the Honorable Margaret Laurino, Alderman of the 39<sup>th</sup> Ward; and

WHEREAS, Barbara was the beloved wife of the late Gerald F.; loving mother of Tim (Allison), Jeff, Tom (April) and the late Nancy, late Dan (Mary); doting grandmother of Desmond; dearest sister of the late Donald (Lenore) and dearly treasured friend to all who had the pleasure of knowing her. Barbara leaves a legacy of faith, dignity and love; and

WHEREAS, An active and vital member of her community, Barbara will be remembered for her beautiful smile, infectious laugh, wonderful sense of humor and grace within her that could light up any room; and

WHEREAS, Barbara touched the lives of all who knew her through her kindness, her generosity, her heart and her spirit, making her a truly unforgettable person. She will be deeply missed, but the memory of her character, intelligence and compassion will live on in those 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 first day of November 2016, do hereby express our sorrow on the death of Barbara Branick and express 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 Barbara Branick as a token of our honor, gratitude, and respect.

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*TRIBUTE TO LATE ATHANASIOS CHIAMPAS.*

[R2016-813]

WHEREAS, It is with great sadness that the members of this chamber learned of the death of Mr. Athanasios "Tom" Chiampas at the age of 90; and

WHEREAS, The Chicago City Council has been informed of his passing by the Honorable Margaret Laurino, Alderman of the 39<sup>th</sup> Ward; and

WHEREAS, Tom was a native of Nestani, Greece and a widely admired member of his community. He and his beloved wife, Katina Chiampas, nee Stratigou, had three children, the Honorable Peggy Chiampas, Ourania "Rani" (Frank) Prokos and George (Lori) Chiampas, D.O.. He was also a proud "Papou" to his grandchildren, Amanda, Evangelos, Athanasios "Tom", Katia and Athanasios "Athán", and many nieces and nephews; and

WHEREAS, He was proud to have earned his master's degree in the Arts from Northeastern University in 1973. Dedicated to his faith, Tom served as a cantor at many churches in the Chicago area and was the former Secretary of the Metropolis -- Diocese. Tom was also honored to receive the St. Andrew's Service Cross, for his dedicated commitment to the service of Christ in the Greek Orthodox Church; and

WHEREAS, An active member of the Chicago Greek American community, Tom taught many students at Greek School. He was also the founder and co-host, with his wife Katina, of the Hellenic American Radio Hour, and a long-standing member of the Central Society Tsipianiton of Chicago; and

WHEREAS, Tom touched the lives of all who knew him through his love and gentle spirit. He will be deeply missed, but the memory of his character will live on in those who knew and loved him; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, assembled this first day of November 2016, do hereby extend our heartfelt condolences to the family of Mr. Athanasios Chiampas; and

*Be It Further Resolved*, That suitable copies of this resolution are presented to the family of Mr. Athanasios Chiampas as a sign of our honor, gratitude, and respect.

*TRIBUTE TO LATE BRENDAN HOLMES.*

[R2016-815]

WHEREAS, It is with great sadness that the members of this chamber learned of the death of Brendan Holmes at the age of 81; and

WHEREAS, The Chicago City Council has been informed of his passing by the Honorable Margaret Laurino, Alderman of the 39<sup>th</sup> Ward; and

WHEREAS, Brendan was a native of Ardnaree, Ballina, Co. Mayo, Ireland and was the beloved husband of the late Maty nee Healy; loving father of Brian, Kevin and Denis; cherished son of the late Patrick and Margaret nee Barrett; dear brother of Thomas, Peggy, Maureen, Winnifred, Seamus, Bernadette, Brian and the late Sean, Evelyn and Paddy; and a fond uncle and treasured friend to many; and

WHEREAS, Brendan touched the lives of all who knew him through his love and spirit. He will be deeply missed, but the memory of his character will live on in those who knew and loved him; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, assembled this first day of November 2016, do hereby extend our heartfelt condolences to the family of Brendan Holmes; and

*Be It Further Resolved*, That suitable copies of this resolution are presented to the family of Brendan Holmes as a sign of our honor, gratitude, and respect.

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*TRIBUTE TO LATE JOHN S. SNEED, JR.*

[R2016-816]

WHEREAS, It is with great sadness that the members of this chamber learned of the death of John S. Sneed, Jr. at the age of 57; and

WHEREAS, The Chicago City Council has been informed of his passing by the Honorable Margaret Laurino, Alderman of the 39<sup>th</sup> Ward; and

WHEREAS, John was the beloved husband of Wendy, nee Walker; loving father of Emilia, Avery and Jane Sneed; dear son of Dolores Sneed and the late John S. Sneed, Sr.; fond brother of Anthony (Michelle), William (Mary), Thomas (Elisabet) and Joseph (Alexandra) Sneed; and an uncle, nephew, cousin, and treasured friend to many; and

WHEREAS, A graduate of Loyola Academy, Miami University, and The University of Chicago, John was an avid fisherman who loved the Northwoods and baseball. He was also an active member of the Queen of All Saints Basilica in Chicago's Sauganash community where he enjoyed being a parishioner for many years; and

WHEREAS, John was a vital mainstay of his Sauganash neighborhood, making many lasting contributions in the lives of local families and children. He was an active member and an officeholder of many community organizations, including the Sauganash Community Association and the Sauganash Chamber of Commerce; and

WHEREAS, John touched the lives of all who knew him through his love and spirit. He will be deeply missed, but the memory of his character will live on in those who knew and loved him; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, assembled this first day of November 2016, do hereby extend our heartfelt condolences to the family of Mr. John Sneed, Jr.; and

*Be It Further Resolved*, That suitable copies of this resolution are presented to the family of Mr. John Sneed, Jr. as a sign of our honor, gratitude, and respect.

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**CONGRATULATIONS EXTENDED TO SAUGANASH WOMAN'S CLUB ON 90<sup>TH</sup> ANNIVERSARY AND PROCLAMATION OF NOVEMBER 16, 2016 AS "SAUGANASH WOMAN'S CLUB DAY" IN CHICAGO.**

[R2016-812]

WHEREAS, The Sauganash Woman's Club, located on Chicago's great Northwest Side, is celebrating its 90<sup>th</sup> anniversary at their annual gala on November 10, 2016; and

WHEREAS, The Chicago City Council has been informed of this prestigious occasion by Alderman Margaret Laurino; and

WHEREAS, The Sauganash Woman's Club was founded in 1926, when 27 women gathered together, under the leadership of the founding president Mrs. Owen O'Malley, for the purpose of supporting philanthropic projects and promoting sociability. Funds raised by the Club are donated to worthy, needful charities, as well as community endeavors, earning the Sauganash Woman's Club and foundation a very well-respected place in the community; and

WHEREAS, The Sauganash Woman's Club's many accomplishments over its 90 year history include: rolling bandages for the war effort and for cancer patients, sending children to camp, endowing special causes, supporting local charities, and providing scholarships; and

WHEREAS, Members of the Sauganash Woman's Club continue to give back to the community by volunteering with food pantries and supporting families in need; and

WHEREAS, The Sauganash Woman's Club is regularly recognized for their gracious contributions to the community and has lived up to their anniversary motto "In the Spirit of Giving"; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this first day of November 2016, do hereby express our sincerest congratulations and pride in the accomplishments of the Sauganash Woman's Club as they celebrate their 90<sup>th</sup> anniversary; and

*Be It Further Resolved*, That we do hereby proclaim November 16, 2016 to be "Sauganash Woman's Club Day" in Chicago and encourage all Chicagoans to recognize the accomplishments of the Sauganash Woman's Club.

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*Presented By*

**ALDERMAN SMITH (43<sup>rd</sup> Ward):**

**TRIBUTE TO LATE LESLIE WOLFE.**

[R2016-818]

WHEREAS, It is with great sadness that the members of this chamber learned of the peaceful departure of Leslie Wolfe on October 26, 2016 at the age of 69; and

WHEREAS, This esteemed body has been informed of her passing by the Honorable Michele Smith, Alderman of the 43<sup>rd</sup> Ward; and

WHEREAS, Leslie was born on October 24, 1947, growing up in Boulder, Colorado as the eldest of three sisters and the daughter of Lynn and Arlene Wolfe; and



WHEREAS, Leslie was born an artist, and after high school she moved to Edwardsville, Illinois to study art at Southern Illinois University. During this time she met fellow art student, Fred Gude, who went on to become her partner of many years; and

WHEREAS, Leslie and Fred moved to Chicago in 1977, where she began her master of fine arts degree in fiber and fine art performance at the School of the Art Institute of Chicago; and

WHEREAS, In 1980, Leslie and Fred founded the Four Brothers Press, a renowned contract lithography studio on North Avenue. The Press successfully operated and produced some of the City's finest prints until Fred passed away in 1987 and Leslie closed the studio; and

WHEREAS, Leslie moved on to become the associate gallery director at Roy Boyd Gallery, where she focused on cultivating relationships with artists and collectors for the next 12 years; and

WHEREAS, Along the way, Leslie met Bill Lackland, a master craftsman; the two were partners for over 25 years until her passing. The couple enjoyed art and riding their bikes everyday from their home in Rogers Park to Nookie's; and

WHEREAS, In 1998, Leslie began working with the Old Town Triangle Association (OTTA). She started working there as a part-time assistant, was promoted to co-administrator and was beloved by all for her work and dedication to OTTA for many years. She is remembered for always doing everything with a smile, including bookkeeping, supporting OTTA Art Fair volunteers, attending every Board meeting, welcoming neighbors, and giving canine visitors their dog treats; and

WHEREAS, Leslie is remembered by everyone she knew for her beautiful smile and sweet nature; and

WHEREAS, Leslie leaves to cherish her a host of loving family and friends; and

WHEREAS, Leslie touched the lives of all who knew her through her love and caring spirit. She will be deeply missed, but the memory of her character will live on in those 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, assembled this first day of November 2016, do hereby extend our heartfelt condolences to the friends and family of Leslie Wolfe; and

*Be It Further Resolved*, That suitable copies of this resolution are presented to the family of Leslie Wolfe as a sign of our honor, gratitude, and respect.

*Presented By*

***ALDERMAN ARENA (45<sup>th</sup> Ward):***

***CONGRATULATIONS EXTENDED TO ELEANOR WAYMAN ON 100<sup>TH</sup> BIRTHDAY.***  
[R2016-864]

WHEREAS, Eleanor Wayman was born November 28, 1918; and

WHEREAS, Eleanor, in March of 1943, at the age of 26, enlisted in the Women's Army Auxiliary Corps, serving four months and 20 days until her honorable discharge when the Army disbanded the WAAC later that year; and

WHEREAS, Eleanor returned to Chicago, only to become restless after a few years, re-enlisting in the newly formed Women's Army Corps, where she served as a company clerk with the WAC Detachment 9955<sup>th</sup> Technical Service Unit at William Beaumont General Hospital in El Paso, Texas; and

WHEREAS, Eleanor was honorably discharged again after earning the rank of corporal on October 29, 1946, continuing as an inactive reservist; and

WHEREAS, After again returning to work in Chicago, Eleanor in October of 1950 received orders for extended active duty, serving in Tokyo, Japan, during the Korean War for four months; and

WHEREAS, Eleanor again returned to Chicago, being again honorably discharged from service in August of 1952, where she became active in the American Legion, serving as a Post Commander in the late 1950s; and

WHEREAS, Eleanor in the early 1990s became an active member of Vietnam Veterans Against the War, attending their events as long as she was able, and receiving a standing ovation at the group's 40<sup>th</sup> anniversary event in 2007; and

WHEREAS, Eleanor for 47 years has been a member of St. Constance Parish, attending daily mass, and serving as an usher on Sundays, and assisting with Women's Club events; and

WHEREAS, In 2012, Archdiocesan Council of Catholic Women, St. Constance members voted Eleanor Woman of the Year; and

WHEREAS, Eleanor remains highly engaged in the life of her parish and her community, and

WHEREAS, Eleanor will celebrate her 100<sup>th</sup> birthday on November 28, 2016, and Alderman John Arena, on behalf of the residents of the 45<sup>th</sup> Ward, has notified this august body of Eleanor's birthday and her significant contributions to her parish, her city, and her country; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered here in assembly on November 1, 2016, do hereby express sincere thankfulness for Eleanor's contributions and offer a heartfelt congratulations and best wishes for a wonderful 100<sup>th</sup> birthday.

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*Presented By*

**ALDERMAN OSTERMAN (48<sup>th</sup> Ward):**

**TRIBUTE TO LATE JUDITH PIER.**

[R2016-802]

WHEREAS, Judith Pier departed this present life on August 20, 2016; 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, Judith Pier was an active and vital member of her community. The beloved wife of Wayne T. Pier, and fond sister-in-law, cousin, aunt, and friend to many; and

WHEREAS, Judith was a committed Chicago Public Schools teacher for seven years, and remained in contact with some of her students for decades; and

WHEREAS, Judith successfully ran her own business with her husband, Windy City Records Management, from 1998 to 2016; and

WHEREAS, Judith was an active member of St. Gertrude's Church; and

WHEREAS, Judith contributed to her community by participating on the board of directors of the Edgewater Community Council, organizing positive loitering with the Edgewater Beach Neighbors Association, and volunteering at the front desk of the 48<sup>th</sup> Ward Office; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this day of November 1, 2016, do hereby express our sorrow on the death of Judith Pier and extend to her family and friends our deepest sympathy; and

*Be It Further Resolved*, That a suitable copy of this resolution be to presented to the family of Judith Pier.

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*GRATITUDE EXTENDED TO NORTHWESTERN UNIVERSITY FEINBERG SCHOOL OF MEDICINE FOR PROVIDING RESOURCES FOR GLOBAL HEALTH RESEARCH THROUGH GLOBAL HEALTH INITIATIVE FUND.*

[R2016-800]

WHEREAS, Northwestern University's Feinberg School of Medicine hosted its annual benefit dinner for the Global Health Initiative Fund on October 4, 2016; and

WHEREAS, The City Council has been notified of this event by the Honorable Harry Osterman, Alderman of the 48<sup>th</sup> Ward; and

WHEREAS, Northwestern University's Feinberg School of Medicine believes in training the next generation of compassionate physicians and addressing health disparities worldwide; and

WHEREAS, Their Global Health Initiative Fund provides resources for global health research, education and clinical care on a global basis; and

WHEREAS, The Global Health Initiative has funded over 750 medical students and residents to serve in 38 different countries in the last nine years; and

WHEREAS, October 4, 2016 shall be declared Global Health Day in Chicago in recognition of the Northwestern's dedication to creating global health leaders through the Global Health Initiative Fund; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this day of November 1, 2016, do hereby express our gratitude to Northwestern University's Feinberg School of Medicine for the exceptional work of the Global Health Initiative Fund to address pressing healthcare needs and for training our future doctors; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Northwestern University's Feinberg School of Medicine.

*DECLARATION OF OCTOBER 8, 2016 AS "FRIENDS OF THE EDGEWATER LIBRARY DAY" IN CHICAGO.*

[R2016-801]

WHEREAS, Friends of the Edgewater Library raise money that enables our library to move from good to great -- providing the resources for additional programming, much-needed equipment, support for children's summer reading, and special events throughout the year; and

WHEREAS, The work of the Friends highlights on an on-going basis the fact that our library is the cornerstone of the community, providing opportunities for all to engage in the joy of life-long learning and connect with the thoughts and ideas of others from ages past to the present; and

WHEREAS, The Friends understand the critical importance of well-funded libraries and advocate to ensure that our library gets the resources it needs to provide a wide variety of services to all ages, including access to print and electronic materials, along with expert assistance in research and teens' and children's services; and

WHEREAS, The Friends' gift of their time and commitment to the library sets an example for all in how volunteerism leads to positive civic engagement and the betterment of our community; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this day of November 1, 2016, do hereby declare October 8, 2016, as "Friends of the Edgewater Library Day" in Chicago.

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*Presented By*

***ALDERMAN OSTERMAN (48<sup>th</sup> Ward) And  
ALDERMAN TUNNEY (44<sup>th</sup> Ward):***

*GRATITUDE EXTENDED TO SWEDISH AMERICAN MUSEUM FOR  
CONTRIBUTIONS TO ANDERSONVILLE COMMUNITY AND CITY OF CHICAGO.*

[R2016-806]

WHEREAS, The Swedish American Museum was established in Chicago in 1976 as a permanent tribute to Scandinavian immigrants; and

WHEREAS, The Swedish American Museum is located in the 48<sup>th</sup> Ward and interprets the immigrant experience for children and adults and promotes an appreciation of contemporary Swedish-American culture; and

WHEREAS, His Majesty King Carl XVI Gustaf of Sweden, visited Chicago in April 1976 to help celebrate the grand opening of the Swedish American Museum and in 2001 Sweden's Queen Sylvia attended the opening of the third floor as the Brunk Children's Museum of Immigration; and

WHEREAS, The Swedish American Museum has had over 1 million visitors, more than 250,000 children learning about language and culture, and hundreds of families researching their history; and

WHEREAS, The Swedish American Museum has been an important anchor institution in the Andersonville neighborhood; and

WHEREAS, The Swedish American Museum is celebrating its 40<sup>th</sup> anniversary on November 5, 2016; now, therefore,

*Be It Resolved*, That the Mayor and members of the City Council of the City of Chicago, assembled this first day of November 2016, do hereby honor the Swedish American Museum for its contributions to the diverse cultural vitality of the Andersonville community and of the City of Chicago; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to the Swedish American Museum.

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*Presented By*

**ALDERMAN J. MOORE (49<sup>th</sup> Ward):**

**RECOGNITION OF FAMILY MATTERS TUTORING PROGRAM AND  
DECLARATION OF NOVEMBER 1, 2016 AS "FAMILY MATTERS LITERACY DAY"  
IN CHICAGO.**

[R2016-865]

WHEREAS, Literacy is the backbone of all education and economic opportunity in the twenty-first century; and

WHEREAS, Family Matters has offered literacy programs to youth in the Rogers Park community year-round since 1987; and

WHEREAS, Family Matters seeks to fill the summer educational gap by providing in-person "Power Hour" tutoring from young mentors and requires grammar school student participants to read for at least two hours per week for four weeks; and

WHEREAS, Since 2009, Family Matters has partnered with New Trier High School students to expand its summer tutoring to two sessions per week focused on literacy and math skills; and

WHEREAS, Each summer more than 20 students receive this intense one-on-one tutoring experience with lessons and activities planned by Family Matters staff; and

WHEREAS, The young readers who participated this past summer included Julissa Nunez, Carlos Garcia, Ivette Montalvo, Symirah Douglas, Shavon Wesley, Severe Walton, Angela Kyi, Lizbeth Bastida, Liyah Walton, Kewan Watts, Evelyn Bastida, Axel Lara, Joselin Ramirez, Christian Sanchez, Nathan Espinoza, Julius Caban, Lar May Thaw, Mariana Peres, Anna Duako, and Avah Duako; and

WHEREAS, The tutors from New Trier High School included Edie Browne, Betsy Kenyon, Katie Loehr, Emily Ridder, Ella Schotz and Leah Ulrich; and

WHEREAS, Devon Lovell is the academic director for Family Matters while Leah Caywood recruited tutors at New Trier and secured gift cards from Marshalls Department Store as incentives for children and families to participate in the "Power Hour" tutoring; and

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, assembled this first day of November 2016, do hereby recognize the Family Matters tutoring program -- its participants, tutors, families and supporters -- in declaring November 1, 2016 as "Family Matters Literacy Day" in Chicago; and

*Be It Further Resolved*, That suitable copies of this resolution be prepared and presented to the Family Matters participants and tutors.

**MATTERS PRESENTED BY THE ALDERMEN.**

*(Presented By Wards, In Order, Beginning  
With The First Ward)*

Arranged under the following subheadings:

1. Traffic Regulations, Traffic Signals 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.

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**1. TRAFFIC REGULATIONS, TRAFFIC SIGNS  
AND TRAFFIC-CONTROL DEVICES.**

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*Referred -- ESTABLISHMENT OF LOADING ZONES.*

The aldermen named below presented proposed ordinances to establish loading zones at the locations designated and for the distances and times specified, which were *Referred to the Committee on Pedestrian and Traffic Safety*, as follows:

| Alderman | Location, Distance And Time |
|----------|-----------------------------|
|----------|-----------------------------|

**BURNETT**  
(27<sup>th</sup> Ward)

West Fulton Market, at 951 -- 11:00 A.M. to 12:00 A.M. -- all days;  
[O2016-8194]

West Lake Street, at 817 -- 9:00 A.M. to 2:00 A.M. -- all days;  
[O2016-8188]

West Randolph Street, at 846 -- 854 -- at all times -- all days;  
[O2016-8193]



Alderman

Location, Distance And Time

North Throop Street, at 1029 -- 8:00 A.M. to 4:00 P.M. -- Monday through Friday;

[O2016-8187]

TALIAFERRO

(29<sup>th</sup> Ward)

North Harlem Avenue, at 3232 -- 9:00 A.M. to 5:00 P.M. -- all days;

[O2016-8111]

LAURINO

(39<sup>th</sup> Ward)

West Lawrence Avenue, at 4404 -- 40 feet -- two parking spaces -- 15 minute loading zone -- unattended vehicles must have lights flashing -- tow-away zone after 15 minutes -- 9:00 A.M. to 5:00 P.M. -- Monday through Friday.

[O2016-8327]

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*Referred -- REPEAL OF LOADING ZONE AT 2808 W. LYNDAL ST.*

[O2016-8113]

Alderman Moreno (1<sup>st</sup> Ward) presented a proposed ordinance to repeal an ordinance passed by the City Council by striking: "West Lyndale Street, at 2808 -- loading zone -- 25 feet", which was *Referred to the Committee on Pedestrian and Traffic Safety*.

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*Referred -- ESTABLISHMENT OF ONE-WAY VEHICULAR TRAFFIC MOVEMENT.*

Alderman O'Shea (19<sup>th</sup> Ward) presented proposed ordinances to restrict the movement of vehicular traffic to a single direction on portions of specified public ways, which were *Referred to the Committee on Pedestrian and Traffic Safety*, as follows:

South Church Street, from South Ashland Avenue to West 109<sup>th</sup> Place (southbound) and install "One-Way" signs at South Church Street and South Ashland Avenue; and "Do Not Enter" signs at West 109<sup>th</sup> Place and South Church Street;

[O2016-8190]

West 116<sup>th</sup> Street, from South Bell Avenue to South Longwood Drive (eastbound) and install "One-Way" signs at West 116<sup>th</sup> Street and South Bell Avenue; and "Do Not Enter" signs at West 116<sup>th</sup> Street and South Longwood Drive.

[O2016-8215]

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*Referred* -- REMOVAL AND INSTALLATION OF PARKING METERS ON PORTIONS OF W. CHESTNUT ST. AND N. STATE ST.

[O2016-8116]

Alderman Hopkins (2<sup>nd</sup> Ward) presented a proposed ordinance to remove parking Meter Number 222-441 on West Chestnut Street (north side) at 8 West Chestnut Street (2 spaces) and to install parking meters on North State Street (west side) at approximately 850 North State Street, 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 at all times the parking of vehicles at the locations designated and for the distances specified, which were *Referred to the Committee on Pedestrian and Traffic Safety*, as follows:

| Alderman | Location And Distance |
|----------|-----------------------|
|----------|-----------------------|

**MORENO**  
(1<sup>st</sup> Ward)

West Shakespeare Avenue, at 2905 (Handicapped Parking Permit 102660);

[O2016-8087]

North Leavitt Street, at 1440 (Handicapped Parking Permit 105641);

[O2016-8088]

**DOWELL**  
(3<sup>rd</sup> Ward)

South Calumet Avenue, at 3622 (Handicapped Parking Permit 97270);

[O2016-7999]

## Alderman

## Location And Distance

South Calumet Avenue, at 3716 (Handicapped Parking Permit 102198);

[O2016-8000]

South Dr. Martin Luther King, Jr. Drive, at 4327 (Handicapped Parking Permit 106588);

[O2016-8004]

South Michigan Avenue, at 5238 (Handicapped Parking Permit 102227);

[O2016-8008]

South Wabash Avenue, at 4549 (Handicapped Parking Permit 106582);

[O2016-8010]

*KING*  
(4<sup>th</sup> Ward)

South Drexel Boulevard, at 4628 (Handicapped Parking Permit 97275);

[O2016-8089]

*SAWYER*  
(6<sup>th</sup> Ward)

South Elizabeth Street, at 7044 (Handicapped Parking Permit 105879);

[O2016-8013]

South Michigan Avenue, at 6736 (Handicapped Parking Permit 94893);

[O2016-8015]

*MITCHELL*  
(7<sup>th</sup> Ward)

South Luella Avenue, at 7609 (Handicapped Parking Permit 99082);

[O2016-8090]

South Van Vlissingen Road, at 10224 (Handicapped Parking Permit 99092);

[O2016-8091]

11/1/2016

NEW BUSINESS PRESENTED BY ALDERMEN

35713

Alderman

Location And Distance

*HARRIS*  
(8<sup>th</sup> Ward)

South Cregier Avenue, at 8810 (Handicapped Parking Permit 105825);

[O2016-8016]

South Dorchester Avenue, at 8135 (Handicapped Parking Permit 107238);

[O2016-8017]

South Evans Avenue, at 8143 (handicapped permit parking);

[O2016-8018]

South Harper Avenue, at 8714 (Handicapped Parking Permit 105822);

[O2016-8019]

East 72<sup>nd</sup> Place, at 1337 (Handicapped Parking Permit 105929);

[O2016-8020]

*CÁRDENAS*  
(12<sup>th</sup> Ward)

South Sawyer Avenue, at 2532 (handicapped permit parking);

[O2016-8093]

West 38<sup>th</sup> Street, at 1614 (handicapped permit parking);

[O2016-8092]

West 40<sup>th</sup> Place, at 3045 (handicapped permit parking);

[O2016-8094]

*QUINN*  
(13<sup>th</sup> Ward)

South Kilbourn Avenue, at 5521 (Handicapped Parking Permit 102866);

[O2016-8022]

South Kildare Avenue, at 5612 (Handicapped Parking Permit 106959);

[O2016-8027]

South Massasoit Avenue, at 6031 (Handicapped Parking Permit 106956);

[O2016-8023]

## Alderman

## Location And Distance

South Meade Avenue, at 6216 (Handicapped Parking Permit 106958);  
[O2016-8024]

South Melvina Avenue, at 5921 (Handicapped Parking  
Permit 106960);  
[O2016-8026]

South Natoma Avenue, at 5845 (Handicapped Parking  
Permit 106945);  
[O2016-8029]

South Newland Avenue, at 5745 (Handicapped Parking  
Permit 106957);  
[O2016-8031]

South Tripp Avenue, at 5842 (Handicapped Parking Permit 106036);  
[O2016-8033]

West 68<sup>th</sup> Street, at 3844 (Handicapped Parking Permit 106967);  
[O2016-8035]

*BURKE*  
(14<sup>th</sup> Ward)

South Kolin Avenue, at 5043 (Handicapped Parking Permit 97121);  
[O2016-8095]

*LOPEZ*  
(15<sup>th</sup> Ward)

South Hermitage Avenue, at 4534 (Handicapped Parking  
Permit 104221);  
[O2016-8042]

South Washtenaw Avenue, at 4223 (Handicapped Parking Permit  
105702);  
[O2016-8044]

*D. MOORE*  
(17<sup>th</sup> Ward)

South May Street, at 7335 (Handicapped Parking Permit 107201);  
[O2016-8046]

11/1/2016

NEW BUSINESS PRESENTED BY ALDERMEN

35715

Alderman

Location And Distance

*CURTIS*  
(18<sup>th</sup> Ward)

South Whipple Street, at 7212 (Handicapped Parking Permit 103662);  
[O2016-8049]

*O'SHEA*  
(19<sup>th</sup> Ward)

South Artesian Avenue, at 10935 (handicapped permit parking);  
[O2016-8052]

South Oakley Avenue, at 11866 (Handicapped Parking  
Permit 099789);  
[O2016-8056]

West 106<sup>th</sup> Street, at 2440 (handicapped permit parking);  
[O2016-8057]

*BROOKINS*  
(21<sup>st</sup> Ward)

South Elizabeth Street, at 8115 (Handicapped Parking  
Permit 105863);  
[O2016-7918]

South Hermitage Avenue, at 8907 (Handicapped Parking  
Permit 103224);  
[O2016-7921]

South Sangamon Street, at 8023 (Handicapped Parking  
Permit 105739);  
[O2016-7919]

South Union Avenue, at 9235 (Handicapped Parking Permit 103215);  
[O2016-7920]

*MUÑOZ*  
(22<sup>nd</sup> Ward)

South Leclaire Avenue, at 4823 (Handicapped Parking  
Permit 106570);  
[O2016-8061]

*ZALEWSKI*  
(23<sup>rd</sup> Ward)

South Kenneth Avenue, at 5250 (Handicapped Parking  
Permit 106511);  
[O2016-8062]

## Alderman

## Location And Distance

West Marquette Road, at 3540 (Handicapped Parking Permit 106499);  
[O2016-8063]

*SOLIS*  
(25<sup>th</sup> Ward)

West Coulter Street, at 2258 (handicapped permit parking);  
[O2016-8096]

West 22<sup>nd</sup> Place, at 2336 (handicapped permit parking);  
[O2016-8171]

*BURNETT*  
(27<sup>th</sup> Ward)

South Bell Avenue, at 127 (Handicapped Parking Permit 105358);  
[O2016-8065]

North Hamlin Avenue, at 1018 (Handicapped Parking Permit 103363);  
[O2016-8067]

*TALIAFERRO*  
(29<sup>th</sup> Ward)

North Massasoit Avenue, at 1129 (Handicapped Parking Permit 73967);  
[O2016-8105]

North McVicker Avenue, at 1636 (Handicapped Parking Permit 101378);  
[O2016-8108]

South Menard Avenue, at 1120 (Handicapped Parking Permit 102276);  
[O2016-8109]

West Monroe Street, at 5410 (Handicapped Parking Permit 96463);  
[O2016-8106]

North Mont Clare Avenue, at 2730 (Handicapped Parking Permit 103480);  
[O2016-8110]

West Quincy Street, at 5329 (Handicapped Parking Permit 101362);  
[O2016-8107]

11/1/2016

NEW BUSINESS PRESENTED BY ALDERMEN

35717

Alderman

Location And Distance

*REBOYRAS*  
(30<sup>th</sup> Ward)

North Keeler Avenue, at 3421 (Handicapped Parking Permit 105604);  
[O2016-8069]

North Mason Avenue, at 2558 (Handicapped Parking Permit 105575);  
[O2016-7913]

*MELL*  
(33<sup>rd</sup> Ward)

North Sawyer Avenue, at 4416 (Handicapped Parking Permit 94707);  
[O2016-8117]

*AUSTIN*  
(34<sup>th</sup> Ward)

West Montvale Avenue, at 1720 (Handicapped Parking  
Permit 104088);  
[O2016-8119]

South Normal Avenue, at 11234 (Handicapped Parking  
Permit 106325);  
[O2016-8120]

*VILLEGAS*  
(36<sup>th</sup> Ward)

North Parkside Avenue, at 2223 (Handicapped Parking  
Permit 101859);  
[O2016-8071]

*SPOSATO*  
(38<sup>th</sup> Ward)

West Cullom Avenue, at 5219 (Handicapped Parking Permit 100728);  
[O2016-8121]

*LAURINO*  
(39<sup>th</sup> Ward)

North Bernard Street, at 5711 (Handicapped Parking Permit 105809);  
[O2016-8073]

*SILVERSTEIN*  
(50<sup>th</sup> Ward)

North Christiana Avenue, at 6037 (Handicapped Parking  
Permit 106183);  
[O2016-8122]



Alderman

Location And Distance

North Richmond Street, at 6442 (Handicapped Parking Permit 103924).

[O2016-8075]

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*Referred --* AMENDMENT OF PARKING PROHIBITION AT ALL TIMES.  
(Disabled Permit Parking)

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 Distance

**QUINN**(13<sup>th</sup> Ward)

Amend ordinance by striking: "South Meade Avenue, at 5710 (Handicapped Parking Permit 92196)";

[O2016-8196]

Amend ordinance by striking: "South Neenah Avenue, at 6104 (Handicapped Parking Permit 80840)";

[O2016-8149]

Amend ordinance by striking: "West 64<sup>th</sup> Place, at 5226 (Handicapped Parking Permit 105522)";

[O2016-8198]

**BURKE**(14<sup>th</sup> Ward)

Amend ordinance by striking: "South Luna Avenue, at 5143 (Handicapped Parking Permit 73042)";

[O2016-8201]

11/1/2016

NEW BUSINESS PRESENTED BY ALDERMEN

35719

Alderman

Location And Distance

*LOPEZ*

(15<sup>th</sup> Ward)

Amend ordinance by striking: "West 45<sup>th</sup> Street, at 2436  
(Handicapped Parking Permit 91020)";

[O2016-8202]

*FOULKES*

(16<sup>th</sup> Ward)

Amend ordinance by striking: "South Elizabeth Street, at 5951  
(Handicapped Parking Permit 21770)";

[O2016-8205]

*MUÑOZ*

(22<sup>nd</sup> Ward)

Amend ordinance by striking: "South Homan Avenue, at 2456  
(Handicapped Parking Permit 99352)";

[O2016-8060]

*ZALEWSKI*

(23<sup>rd</sup> Ward)

Amend ordinance by striking: "West Komensky Avenue, at 6140  
(Handicapped Parking Permit 68443)";

[O2016-8155]

Amend ordinance by striking: "South Normandy Avenue, at 5158  
(Handicapped Parking Permit 80964)";

[O2016-8150]

*TALIAFERRO*

(29<sup>th</sup> Ward)

Amend ordinance by striking: "West Congress Parkway, at 5237  
(Handicapped Parking Permit 81714)";

[O2016-8203]

Amend ordinance by striking: "North Mayfield Avenue, at 1531  
(Handicapped Parking Permit 18014)";

[O2016-8197]

*MELL*

(33<sup>rd</sup> Ward)

Amend ordinance by striking: "North Albany Avenue, at 4851  
(Handicapped Parking Permit 90843)";

[O2016-8207]

Alderman                      Location And Distance

**RAMIREZ-ROSA**

(35<sup>th</sup> Ward)                      Amend ordinance by striking: "North Kildare Avenue, at 2037  
(Handicapped Parking Permit 92443)";  
[O2016-8239]

**VILLEGAS**

(36<sup>th</sup> Ward)                      Amend ordinance by striking: "North Austin Avenue, at 2158  
(Handicapped Parking Permit 74346)";  
[O2016-8317]

Amend ordinance by striking: "North New England Avenue, at 2619  
(Handicapped Parking Permit 18471)";  
[O2016-8259]

**SILVERSTEIN**

(50<sup>th</sup> Ward)                      Amend ordinance by striking: "North Hoyne Avenue, at 6234  
(Handicapped Parking Permit 97007)".  
[O2016-8330]

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*Referred -- ESTABLISHMENT OF RESIDENTIAL PERMIT PARKING ZONES.*

The aldermen named below presented proposed ordinances and orders to establish 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

**HARRIS**

(8<sup>th</sup> Ward)                      South Bennett Avenue, at 8711 -- Residential Permit Parking  
Zone 1780;  
[Or2016-618]

11/1/2016

NEW BUSINESS PRESENTED BY ALDERMEN

35721

Alderman

Location, Distance And Time

*CÁRDENAS*  
(12<sup>th</sup> Ward)

West 25<sup>th</sup> Street (north side) at 2700 -- 2722 -- at all times -- all days;  
[O2016-8199]

*BURKE*  
(14<sup>th</sup> Ward)

South Komensky Avenue (east side) from West 48<sup>th</sup> Street to West 49<sup>th</sup> Street; West 48<sup>th</sup> Street (south side) from South Komensky Avenue to the first alley east thereof; and West 49<sup>th</sup> Street (north side) from South Komensky Avenue to the first alley east thereof -- at all times -- all days;

[Or2016-620]

*SOLIS*  
(25<sup>th</sup> Ward)

South Blue Island Avenue, at 2008 to 2020 -- all days;

[O2016-8174]

*BURNETT*  
(27<sup>th</sup> Ward)

West Fulton Street, at 1418 -- at all times -- all days;

[O2016-8180]

*TALIAFERRO*  
(29<sup>th</sup> Ward)

North Menard Avenue (both sides) in the 662 -- 698 block, from West Erie Street to West Huron Street -- at all times -- all days.

[Or2016-626]

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*Referred* -- AMENDMENT OF RESIDENTIAL PERMIT PARKING ZONES.

The aldermen named below presented proposed ordinances to amend previously passed ordinances which established residential permit parking zones on portions of specified public ways, which were *Referred to the Committee on Pedestrian and Traffic Safety*, as follows:

Alderman

Location And Distance

**ZALEWSKI**  
(23<sup>rd</sup> Ward)

Amend ordinance by striking: "Residential Permit Parking Zone 11 on the 5500 block of South Nottingham Avenue (both sides)";  
[O2016-8162]

**MELL**  
(33<sup>rd</sup> Ward)

Amend ordinance by striking: "North Bernard Street, in the 4800 -- 4999 block (install new residential permit parking zone)" and inserting in lieu thereof: "North Bernard Street, at 4814 -- 4836 (west side), 4835 -- 4859 (east side), 4926 -- 4948 (west side) and 4901 -- 4949 (east side) (install new residential permit parking zone)";  
[O2016-8236]

**O'CONNOR**  
(40<sup>th</sup> Ward)

Amend ordinance by striking: "6000 North Campbell Avenue, from 6014 to 6050" and inserting in lieu thereof: "6000 North Campbell Avenue, from 6014 to 6058";  
[O2016-8328]

**NAPOLITANO**  
(41<sup>st</sup> Ward)

Amend ordinance which established Residential Permit Parking Zone 1617 and Zone 8 at 7727 -- 7733 West North Shore Avenue by striking: "Zone 1617"; and

Amend ordinance which established Residential Permit Parking Zone 1617 and Zone 1288 at 7701 -- 7721 West North Shore Avenue -- all days/all times by striking: "Zone 1288".  
[O2016-8329]

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*Referred* -- EXTENSION OF RESIDENTIAL PERMIT PARKING ZONES.

The aldermen named below presented a proposed ordinance and proposed 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:

11/1/2016

NEW BUSINESS PRESENTED BY ALDERMEN

35723

Alderman                      Location, Distance And Time

*BURKE*

(14<sup>th</sup> Ward)

Extend Residential Permit Parking Zone 38 to include South Komensky Avenue (west side) from 5000 South to 5010 South -- 6:00 A.M. to 6:00 P.M. -- Monday through Friday;

[Or2016-621]

*O'SHEA*

(19<sup>th</sup> Ward)

Extend Residential Permit Parking Zone 170 to include West 116<sup>th</sup> Place (north side) from South Bell Avenue to South Oakley Avenue;

[O2016-8227]

*WAGUESPACK*

(32<sup>nd</sup> Ward)

Extend Residential Permit Parking Zone 100 to include North Albany Avenue (both sides) in the 2400 block, from 2415 to 2473 -- 6:00 P.M. to 9:00 A.M. -- all days;

[Or2016-622]

*RAMIREZ-ROSA*

(35<sup>th</sup> Ward)

Extend Residential Permit Parking Zone 325 to include West Belden Avenue (north side) in the 4100 block, from 4150 to 4156, between North Keeler Avenue and North Kedvale Avenue -- at all times -- Monday through Saturday.

[Or2016-623]

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*Referred* -- ESTABLISHMENT OF PARKING BUFFER ZONE FOR RESIDENTIAL PERMIT PARKING ZONE 100.

[O2016-8204]

Alderman Waguespack (32<sup>nd</sup> Ward) presented a proposed ordinance to establish residential parking buffer zones and allow residents of the following address ranges to acquire a permit to park in the adjacent Residential Parking Permit Zone 100, which was *Referred to the Committee on Pedestrian and Traffic Safety*, as follows.

2400 -- 2414 North Albany Avenue (both sides);

2401 -- 2547 North Kedzie Boulevard (east side);

3006 -- 3138 West Fullerton Avenue (north side).

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*Referred* -- ESTABLISHMENT OF ONE-HOUR PARKING DURING SPECIFIED HOURS ON PORTION OF W. ADDISON ST.

[O2016-8325]

Alderman Sposato (38<sup>th</sup> Ward) presented a proposed ordinance to limit the parking of vehicles to one hour on the north side of West Addison Street, from North Neva Avenue to the first alley east thereof between the hours of 9:00 A.M. to 6:00 P.M., Monday through Friday, which was *Referred to the Committee on Pedestrian and Traffic Safety*.

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*Referred* -- ESTABLISHMENT OF STANDING ZONES ON PORTIONS OF N. HOWE ST. AND N. WESTERN AVE.

Alderman Burnett (27<sup>th</sup> Ward) presented proposed ordinances to establish standing zones, with tow-away zones, to be in effect after expiration of the limits indicated and require that vehicles have hazard lights activated while at the locations designated, which were *Referred to the Committee on Pedestrian and Traffic Safety*, as follows:

North Howe Street, at 1157 -- 15 minute standing zone -- at all times -- all days;

[O2016-8191]

North Western Avenue, at 2 -- 30 minute standing zone -- 6:00 A.M. to 6:00 P.M. -- Monday through Saturday.

[O2016-8192]

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*Referred* -- ESTABLISHMENT OF TOW-AWAY ZONES.

The aldermen named below presented proposed ordinances to establish 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:

11/1/2016

NEW BUSINESS PRESENTED BY ALDERMEN

35725

Alderman

Location, Distance And Time

*DOWELL*  
(3<sup>rd</sup> Ward)

South Indiana Avenue (east and west sides) from East 48<sup>th</sup> Street to a point 100 feet south thereof -- at all times -- all days;  
[O2016-7942, O2016-8125]

*O'SHEA*  
(19<sup>th</sup> Ward)

South Oakley Avenue (east side) from a point 105 feet north of West 118<sup>th</sup> Street to a point 315 feet north thereof -- 2:30 P.M. to 3:30 P.M. -- school days;  
[O2016-8170]

*SOLIS*  
(25<sup>th</sup> Ward)

West Taylor Street (south side) from 158 east 500 feet to alley -- at all times -- all days;  
[O2016-8163]

West Taylor Street (north side) from 161 east 500 feet eastward to alley -- at all times -- all days.  
[O2016-8167]

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*Referred --* INSTALLATION OF TRAFFIC WARNING SIGNS.

The aldermen named below presented a proposed ordinance and proposed orders directing the Commissioner of Transportation to install traffic warning 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

*HOPKINS*  
(2<sup>nd</sup> Ward)

North Hoyne Avenue and West Rice Street -- "Stop";

[Or2016-627]



Alderman

Location And Type Of Sign

North Hoyne Avenue and West Walton Street -- "Stop";

[Or2016-628]

*HARRIS*(8<sup>th</sup> Ward)East 76<sup>th</sup> Street at South Chappel Avenue -- "Stop";

[Or2016-619]

*SPOSATO*(38<sup>th</sup> Ward)

West Cornelia Avenue at North Pioneer Avenue -- "Stop";

[O2016-8324]

*NAPOLITANO*(41<sup>st</sup> Ward)

North Olcott Avenue at West Jarvis Avenue -- "Two-Way Stop".

[Or2016-624]

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*Referred* -- INSTALLATION OF "NO RIGHT TURN" SIGN AT N. RIDGE AVE. AND N. WAYNE AVE.

[Or2016-625]

Alderman Osterman (48<sup>th</sup> Ward) presented a proposed order to install a "No Right Turn" sign on North Ridge Avenue at the intersection of North Wayne Avenue to prohibit traffic from turning onto North Wayne Avenue between the hours of 4:00 P.M. and 6:00 P.M., Monday through Friday, which was *Referred to the Committee on Pedestrian and Traffic Safety*.

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*Referred* -- ESTABLISHMENT OF FIVE-TON VEHICLE WEIGHT LIMITATION ON PORTION OF W. STRONG ST.

[O2016-8114]

Alderman Arena (45<sup>th</sup> Ward) presented a proposed ordinance to establish a weight limit of five tons for vehicles on West Strong Street, from North Lamon Avenue to the train tracks, which was *Referred to the Committee on Pedestrian and Traffic Safety*.

## 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 HOPKINS (2<sup>nd</sup> Ward):*

To classify as an RS3 Residential Single-Unit (Detached House) District instead of an RM4.5 Residential Multi-Unit District the area shown on Map Number 3-G bounded by:

West Augusta Boulevard; a line 182 feet east of North Ashland Avenue; the alley next north of and parallel to West Augusta Boulevard; and a line 206 feet east of North Ashland Avenue (common address: 1540 West Augusta Boulevard).

[O2016-8043]

#### *BY ALDERMAN DOWELL (3<sup>rd</sup> Ward):*

To classify as a POS-1 Public Open Space District instead of a POS-1 Public Open Space District and an RM5 Residential Multi-Unit District in the area shown on Map Number 6-F bounded by:

West 27<sup>th</sup> Street; a line 598 feet west of and parallel to the west line of South State Street; a line 500 feet south of and parallel to West 27<sup>th</sup> Street; and a line 759.22 feet west of and parallel to South State Street (common address: West 27<sup>th</sup> Street and South Federal Street).

[O2016-8045]

#### *BY ALDERMAN MUÑOZ (22<sup>nd</sup> Ward):*

To classify as an RT4 Multi-Unit District instead of an M2-2 Light Industry District and further, to classify as Institutional Planned Development Number \_\_\_\_ instead of an RT4 Multi-Unit District the area shown on Map Number 6-K bounded by:

South Kostner Avenue; a line 197.08 feet north of and parallel to West 28<sup>th</sup> Street; a line 460 feet west of and parallel to South Kostner Avenue; and a line 428 feet north of and parallel to West 28<sup>th</sup> Street (common address: 2664 -- 2736 South Kostner Avenue).

[O2016-8050]

*BY ALDERMAN ERVIN (28<sup>th</sup> Ward):*

To classify as a B3-2 Community Shopping District instead of an RM5 Residential Multi-Unit District and a B3-2 Community Shopping District the area shown on Map Number 2-J bounded by:

West Jackson Boulevard; a line 164 feet east of and parallel to South Pulaski Road; the public alley next south of and parallel to West Jackson Boulevard; and a line 104 feet east of and parallel to South Pulaski Road (common address: 3947 -- 3949 West Jackson Boulevard).

[O2016-8048]

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### 3. CLAIMS.

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*Referred -- CLAIMS AGAINST CITY OF CHICAGO.*

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:

Presented By

**ALDERMAN MORENO (1<sup>st</sup> Ward):**

*Referred -- GRANTS OF PRIVILEGE IN PUBLIC WAY.*

Seven proposed ordinances to grant permission and authority to the applicants listed for the purposes specified, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Avenue Dental -- to maintain and use one sign at 1844 West Chicago Avenue;  
[O2016-8127]

Bangers & Lace -- to maintain and use one windscreen adjacent to 1670 West Division Street;  
[O2016-8128]

Bucktown Embroidery -- to maintain and use one awning at 2114 North Western Avenue;  
[O2016-8051]

Division Chiropractic and Acupuncture -- to maintain and use one awning at 1630 West Division Street;  
[O2016-8053]

Dox Quality Greek -- to construct, install, maintain and use two awnings at 1566 North Damen Avenue;  
[O2016-8054]

Native Foods Cafe -- to maintain and use three signs at 1484 North Milwaukee Avenue;  
and  
[O2016-8130]

Paper Doll -- to maintain and use one awning at 2027 West Division Street.  
[O2016-8055]

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*Referred* -- EXEMPTION OF APPLICANTS FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR PARKING FACILITIES.

Also, four 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:

Carfly Auto Group LLC -- 1523 North Western Avenue;  
[O2016-7994]

Dolyva Development LLC -- 834 North Ashland Avenue;  
[O2016-7991]

Gibbons Construction LLC -- 1523 North Western Avenue; and  
[O2016-7993]

Osteria Langhe -- 2824 West Armitage Avenue.  
[O2016-7990]

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*Referred* -- ISSUANCE OF PERMITS FOR SIGNS/SIGNBOARDS.

Also, four proposed ordinances and four proposed orders directing the Commissioner of Buildings to issue permits to the applicants listed to install signs/signboards at the locations specified, which were *Referred to the Committee on Zoning, Landmarks and Building Standards*, as follows:

Parvin-Clauss Sign Company -- for one sign/signboard measuring 69 square feet at 2536 North Elston Avenue;  
[Or2016-607]

Parvin-Clauss Sign Company -- for one sign/signboard measuring 100 square feet at 2536 North Elston Avenue;  
[Or2016-609]

Parvin-Clauss Sign Company -- for one sign/signboard measuring 189 square feet at 2536 North Elston Avenue;  
[Or2016-610]

Parvin-Clauss Sign Company -- for one sign/signboard measuring 702 square feet at 2536 North Elston Avenue;  
[Or2016-611]

View Chicago LLC -- for one sign/signboard at 801 North Ashland Avenue;  
[O2016-8334]

View Chicago LLC -- for one sign/signboard at 1800 West Chicago Avenue;  
[O2016-8335]

View Chicago LLC -- for one sign/signboard at 2016 North Western Avenue; and  
[O2016-8333]

365 Outdoor LLC -- for one sign/signboard at 1537 North Damen Avenue.

[O2016-8336]

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Presented By

**ALDERMAN HOPKINS (2<sup>nd</sup> Ward):**

*Referred* -- GRANTS OF PRIVILEGE IN PUBLIC WAY.

Eight proposed ordinances to grant permission and authority to the applicants listed for the purposes specified, which were *Referred to the Committee on Transportation and Public Way*, as follows:

@ properties -- to maintain and use one sign at 1586 North Clybourn Avenue;

[O2016-8135]

AT&T -- to maintain and use one sign at 1617 North Damen Avenue;

[O2016-8136]

Big Wig -- to construct, install, maintain and use one door swing adjacent to 770 North LaSalle Drive;

[O2016-8137]

The Hollander -- to maintain and use one sign at 2022 West North Avenue;

[O2016-8140]

KFR LLC -- to maintain and use one stairway adjacent to 15 West Burton Place;

[O2016-8139]

The Little Beet Table -- to maintain and use four signs at 845 North State Street;

[O2016-8142]

Loyola University of Chicago -- to construct, install, maintain and use one monument adjacent to 16 East Pearson Street; and

[O2016-8145]

Seneca Strategic Venture LLC -- to construct, install, maintain and use two door swings adjacent to 200 East Chestnut Street.

[O2016-8146]

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*Referred* -- AMENDMENT OF GRANTS OF PRIVILEGE IN PUBLIC WAY FOR  
DOMAINE WINE STORAGE AND APPRECIATION.

Also, two proposed ordinances to amend ordinances which authorized grants of privilege in the public way to Domaine Wine Storage and Appreciation, which were *Referred to the Committee on Transportation and Public Way*, as follows:

*Journal of the Proceedings of the City Council of the City of Chicago*, July 29, 2015, page 3780 -- by changing the name of the applicant for said privilege from: "Domaine Wine Storage and Appreciation" to: "Meetings & Events International"; and

[O2016-8112]

*Journal of the Proceedings of the City Council of the City of Chicago*, July 29, 2015, page 3920 -- by changing the name of the applicant for said privilege from: "Domaine Wine Storage and Appreciation" to: "Meetings & Events International".

[O2016-8047]

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*Referred* -- AMENDMENT OF SECTION 17-17-0311-B OF MUNICIPAL CODE  
CONCERNING HEIGHT LIMITATIONS OF ROOFTOP FEATURES IN  
R DISTRICTS.

[O2016-7980]

Also, a proposed ordinance to amend Title 17, Chapter 17, Section 0311-B of the Municipal Code of Chicago to allow pergolas, arbors and trellises located on rooftops of principal buildings and private garages in R Districts to exceed the maximum building height if the principal building is less than 80 feet tall, and are set back at least 20 feet from the front of the building line, or is at least 15 feet from the front and side building lines of corner lots and, if they are on principal buildings and private garages, they do not exceed 11 feet in overall height above the roof deck or extend more than 8 feet above the building parapet and are safely and securely attached to the rooftop, which was *Referred to the Committee on Zoning, Landmarks and Building Standards*.

Presented By

**ALDERMAN DOWELL (3<sup>rd</sup> Ward):**

*Referred -- GRANTS OF PRIVILEGE IN PUBLIC WAY.*

Four proposed ordinances to grant permission and authority to the applicants listed for the purposes specified, which were *Referred to the Committee on Transportation and Public Way*, as follows:

LifeStorage of State Street -- to maintain and use two signs at 2341 South State Street;  
[O2016-8147]

LifeStorage of State Street -- to construct, install, maintain and use three awnings at 2341 South State Street;  
[O2016-8058]

LifeStorage of State Street -- to construct, install, maintain and use 12 awnings at 2341 South State Street; and  
[O2016-8059]

1401 State LLC -- to maintain and use six pile caps adjacent to 1401 South State Street.  
[O2016-8148]

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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:

Michigan Cermak Indiana LLC -- 125 East Cermak Road;  
[O2016-7972]



1326 South Michigan LLC -- 1326 South Michigan Avenue; and

[O2016-7973]

1411 South Michigan LLC -- 1411 South Michigan Avenue.

[O2016-7971]

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Presented By

**ALDERMAN KING (4<sup>th</sup> Ward):**

*Referred* -- GRANTS OF PRIVILEGE IN PUBLIC WAY.

Twenty-two proposed ordinances to grant permission and authority to the applicants listed for the purposes specified, which were *Referred to the Committee on Transportation and Public Way*, as follows:

The Columbian Condominium Association -- to maintain and use seven light fixtures adjacent to 1160 South Michigan Avenue;

[O2016-8161]

Harper Theatre -- to maintain and use one cornice adjacent to 5238 South Harper Avenue;

[O2016-8164]

Harper Theatre -- to maintain and use six door swings adjacent to 5238 South Harper Avenue;

[O2016-8166]

Haven -- to construct, install, maintain and use four bicycle racks adjacent to 930 East 43<sup>rd</sup> Street;

[O2016-8168]

Jan Mikulski -- to maintain and use one security fence adjacent to 4120 South Berkeley Avenue;

[O2016-8169]

Quad Communities Development -- to maintain and use one planter adjacent to 4532 South Cottage Grove Avenue;

[O2016-8172]

Quad Communities Development -- to maintain and use two planters adjacent to 528 -- 530 East 43<sup>rd</sup> Street;

[O2016-8175]

Quad Communities Development -- to maintain and use three planters adjacent to 643 -- 1120 East 47<sup>th</sup> Street;

[O2016-8177]

Quad Communities Development Corporation -- to maintain and use one planter adjacent to 4254 South Cottage Grove Avenue;

[O2016-8208]

Quad Communities Development Corporation -- to maintain and use one planter adjacent to 4291 South Cottage Grove Avenue;

[O2016-8209]

Quad Communities Development Corporation -- to maintain and use one planter adjacent to 4314 South Cottage Grove Avenue;

[O2016-8210]

Quad Communities Development Corporation -- to maintain and use two planters adjacent to 4425 South Cottage Grove Avenue;

[O2016-8211]

Quad Communities Development Corporation -- to maintain and use one planter adjacent to 4506 South Cottage Grove Avenue;

[O2016-8212]

Quad Communities Development Corporation -- to maintain and use one planter adjacent to 4507 South Cottage Grove Avenue;

[O2016-8214]

Quad Communities Development Corporation -- to maintain and use one planter adjacent to 4654 South Cottage Grove Avenue;

[O2016-8216]

Quad Communities Development Corporation -- to maintain and use two planters adjacent to 4848 South Cottage Grove Avenue;

[O2016-8217]

Quad Communities Development Corporation -- to maintain and use one planter adjacent to 4900 South Cottage Grove Avenue;

[O2016-8218]

Quad Communities Development Corporation -- to maintain and use two planters adjacent to 528 -- 532 East 43<sup>rd</sup> Street;

[O2016-8222]

Stan's Donut Roosevelt Road LLC -- to maintain and use two signs at 26 East Roosevelt Road;

[O2016-8134]

918 Hyde Park Boulevard -- to maintain and use one lawn sprinkler system adjacent to 918 East Hyde Park Boulevard;

[O2016-8138]

1101 -- 1123 East Hyde Park Boulevard LLC -- to maintain and use one lawn sprinkler system adjacent to 1101 -- 1123 East Hyde Park Boulevard; and

[O2016-8141]

5049 Drexel Avenue LLC -- to maintain and use one lawn sprinkler system adjacent to 5049 South Drexel Boulevard.

[O2016-8143]

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*Referred --* ISSUANCE OF PERMIT FOR SIGN/SIGNBOARD AT 1154 S. CLARK ST.

[Or2016-613]

Also, a proposed ordinance directing the Commissioner of Buildings to issue a permit to Icon Identity Solutions, Inc. to install a sign/signboard at 1154 South Clark Street, which was *Referred to the Committee on Zoning, Landmarks and Building Standards.*

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Presented By

**ALDERMAN HAIRSTON (5<sup>th</sup> Ward):**

*Referred --* GRANTS OF PRIVILEGE IN PUBLIC WAY.

Twelve proposed ordinances to grant permission and authority to the applicants listed for the purposes specified, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Lake Park Associates, Inc. -- to maintain and use one sign at 1459 East 53<sup>rd</sup> Street;  
[O2016-8176]

The University of Chicago -- to maintain and use four conduits adjacent to 5620 -- 5636  
South Drexel Avenue;  
[O2016-8183]

The University of Chicago -- to maintain and use eight conduits adjacent to 5621 -- 5641  
South Drexel Avenue;  
[O2016-8179]

The University of Chicago -- to maintain and use four conduits adjacent to 5636 -- 5710  
South Drexel Avenue;  
[O2016-8185]

The University of Chicago -- to maintain and use four conduits adjacent to 5710 -- 5730  
South Drexel Avenue;  
[O2016-8294]

The University of Chicago -- to maintain and use three pipes adjacent to 5646 -- 5701  
South Drexel Avenue;  
[O2016-8308]

The University of Chicago -- to maintain and use two pipes adjacent to 1400 -- 1426  
East Midway Plaisance (north);  
[O2016-8312]

The University of Chicago -- to maintain and use one vault adjacent to 5646 -- 5648  
South Drexel Avenue;  
[O2016-8314]

The University of Chicago -- to maintain and use one vault adjacent to 916 -- 918 East  
57<sup>th</sup> Street;  
[O2016-8318]

The University of Chicago -- to maintain and use one vault adjacent to 917 -- 919 East  
57<sup>th</sup> Street;  
[O2016-8320]

5229 Drexel Avenue LLC -- to maintain and use one lawn sprinkler system adjacent to  
5229 South Drexel Avenue; and  
[O2016-8322]

5325 Hyde Park Boulevard -- to maintain and use one lawn sprinkler system adjacent to  
5325 South Hyde Park Boulevard.  
[O2016-8323]

Presented By

**ALDERMAN SAWYER (6<sup>th</sup> Ward):**

*Referred -- GRANT OF PRIVILEGE IN PUBLIC WAY FOR MOON STAR GROCERY, INC.*

[O2016-8144]

A proposed ordinance to grant permission and authority to Moon Star Grocery, Inc. to maintain and use three light fixtures adjacent to 735 West 69<sup>th</sup> Street, which was *Referred to the Committee on Transportation and Public Way*.

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*Referred -- STANDARDIZATION OF PORTIONS OF E. 79<sup>TH</sup> ST., S. VERNON AVE. AND S. EBERHART AVE. AS "JOSEPHINE WADE".*

[Or2016-631]

Also, a proposed order directing the Commissioner of Transportation to take the necessary action for the standardization of East 79<sup>th</sup> Street, northeast corner at South Vernon Avenue and East 79<sup>th</sup> Street, and the northwest corner at South Eberhart Avenue as "Josephine Wade", which was *Referred to the Committee on Transportation and Public Way*.

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Presented By

**ALDERMAN HARRIS (8<sup>th</sup> Ward):**

*Referred -- GRANTS OF PRIVILEGE IN PUBLIC WAY.*

Three proposed ordinances to grant permission and authority to the applicants listed for the purposes specified, which were *Referred to the Committee on Transportation and Public Way*, as follows:

11/1/2016

NEW BUSINESS PRESENTED BY ALDERMEN

35739

Comfort Care Home Health Care -- to maintain and use one sign at 8527 South Stony Island Avenue;

[O2016-8315]

Dat Donut -- to maintain and use one sign at 8251 South Cottage Grove Avenue; and

[O2016-8316]

Southeast Chicago Chamber of Commerce -- to construct, install, maintain and use one trash container adjacent to 1246 East 87<sup>th</sup> Street.

[O2016-8321]

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Presented By

**ALDERMAN BEALE (9<sup>th</sup> Ward):**

*Referred* -- ISSUANCE OF PERMITS, FREE OF CHARGE, FOR LANDMARK PROPERTY AT 11307 S. ST. LAWRENCE AVE.

[Or2016-629]

A proposed order authorizing the Commissioners of Buildings, Environment and Fire, the Director of Revenue and the Zoning Administrator to issue all necessary permits, free of charge, for restoration to the facade and repairs to the side mansard roof of an historic landmark residence at 11307 South St. Lawrence Avenue, which was *Referred to the Committee on Zoning, Landmarks and Building Standards*.

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Presented By

**ALDERMAN SADLOWSKI GARZA (10<sup>th</sup> Ward):**

*Referred* -- GRANTS OF PRIVILEGE IN PUBLIC WAY.

Five proposed ordinances to grant permission and authority to the applicants listed for the purposes specified, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Birrieria Ocotlan, Inc. -- to maintain and use one sign at 4007 East 106<sup>th</sup> Street;  
[O2016-8151]

Capri Pizza -- to maintain and use eight awnings at 8820 -- 8824 South Commercial Avenue;  
[O2016-8064]

Chicago Park District -- to maintain and use five landscapings adjacent to 8900 South Green Bay Avenue;  
[O2016-8152]

Paleteria La Original Michoacana -- to construct, install, maintain and use one awning at 9800 South Escanaba Avenue; and  
[O2016-8066]

Walgreens Number 147 -- to maintain and use one trash container adjacent to 3611 East 106<sup>th</sup> Street.  
[O2016-8153]

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Presented By

**ALDERMAN THOMPSON (11<sup>th</sup> Ward):**

*Referred -- GRANTS OF PRIVILEGE IN PUBLIC WAY.*

Two proposed ordinances to grant permission and authority to the applicants listed for the purposes specified, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Johnny O's -- to maintain and use one sign at 3465 South Morgan Street; and  
[O2016-8154]

The Original Scoops Chicago, Inc. -- to maintain and use one sign at 608 West 31<sup>st</sup> Street.  
[O2016-8156]

11/1/2016

NEW BUSINESS PRESENTED BY ALDERMEN

35741

Presented By

**ALDERMAN CÁRDENAS (12<sup>th</sup> Ward):**

*Referred -- GRANT OF PRIVILEGE IN PUBLIC WAY FOR LA IGUANITA RESTAURANT, INC.*

[O2016-8157]

A proposed ordinance to grant permission and authority to La Iguanita Restaurant, Inc. to maintain and use one sign at 3733 South Kedzie Avenue, which was *Referred to the Committee on Transportation and Public Way*.

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*Referred -- SUPPORT OF COOK COUNTY CLASS 6(b) TAX INCENTIVES FOR PROPERTY AT 3101 S. CALIFORNIA AVE.*

[R2016-835]

Also, a proposed resolution recommending the property at 3101 S. California Avenue for Class 6(b) tax incentives under the Cook County Real Property Classification Ordinance, which was *Referred to the Committee on Economic, Capital and Technology Development*.

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Presented By

**ALDERMAN LOPEZ (15<sup>th</sup> Ward):**

*Referred -- GRANT OF PRIVILEGE IN PUBLIC WAY FOR KIDDIE STEPS 4 YOU LEARNING CENTER, INC.*

[O2016-8001]

A proposed ordinance to grant permission and authority to Kiddie Steps 4 You Learning Center, Inc. to maintain and use one sign at 1700 West 63<sup>rd</sup> Street, which was *Referred to the Committee on Transportation and Public Way*.



Presented By

**ALDERMAN FOULKES (16<sup>th</sup> Ward):**

*Referred* -- GRANT OF PRIVILEGE IN PUBLIC WAY FOR WHITEWATER 24 HOUR LAUNDRY, INC.

[O2016-8002]

A proposed ordinance to grant permission and authority to Whitewater 24 Hour Laundry, Inc. to maintain and use one sign at 2641 West 59<sup>th</sup> Street, which was *Referred to the Committee on Transportation and Public Way*.

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*Referred* -- EXEMPTION OF SAUL AUTO AND TOWING SERVICES, INC. FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR PARKING FACILITIES.

[O2016-7978]

Also, a proposed ordinance to exempt Saul Auto and Towing Services, Inc. from the physical barrier requirement pertaining to alley accessibility for the parking facilities for 6547 South Western 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 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 59<sup>th</sup> Street, from South Racine Avenue to South May Street -- to be known as "Gene Duke Chandler Way"; and

[O2016-7968]

West 63<sup>rd</sup> Street, from South Halsted Street to South Morgan Street -- to be known as "Alderman JoAnn Thompson Way".

[O2016-7967]

*Referred -- HONORARY DEDICATION OF PORTION OF W. 65<sup>TH</sup> ST. AS "HAL BASKIN STREET".*

[R2016-830]

Also, a proposed resolution to honorarily dedicate West 65<sup>th</sup> Street, from South Green Street to South Racine Avenue, as "Hal Baskin Street", which was *Referred to the Committee on Transportation and Public Way*.

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*Referred -- DEDICATION OF PORTION OF W. 59<sup>TH</sup> ST. AS "HONORARY GENE CHANDLER WAY".*

[R2016-831]

Also, a proposed resolution to dedicate West 59<sup>th</sup> Street, between South Racine Avenue and South May Street, as "Honorary Gene Chandler Way", which was *Referred to the Committee on Transportation and Public Way*.

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*Referred -- HONORARY DEDICATION OF PORTION OF W. 63<sup>RD</sup> ST. AS "JO ANN THOMPSON WAY".*

[R2016-834]

Also, a proposed resolution to honorarily designate West 63<sup>rd</sup> Street, from South Halsted Street to South Morgan Street, as "JoAnn Thompson Way", which was *Referred to the Committee on Transportation and Public Way*.

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Presented By

**ALDERMAN CURTIS (18<sup>th</sup> Ward):**

*Referred -- GRANTS OF PRIVILEGE IN PUBLIC WAY.*

Two proposed ordinances to grant permission and authority to the applicants listed for the purposes specified, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Chipper Preschool and Kindergarten, Inc. -- to maintain and use one awning at 8225 -- 8229 South Kedzie Avenue; and

[O2016-8068]

Dollar Tree Number 06354 -- to maintain and use one sign at 3920 West 79<sup>th</sup> Street.

[O2016-8158]

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Presented By

**ALDERMAN O'SHEA (19<sup>th</sup> Ward):**

*Referred -- CLOSURE TO TRAFFIC PORTION OF W. 118<sup>TH</sup> ST.*

[O2016-7979]

A proposed ordinance to permit a closure of eastbound traffic on West 118<sup>th</sup> Street, from South Western Avenue to South Oakley Avenue, during the hours of 7:30 A.M. to 8:30 A.M on school days, which was *Referred to the Committee on Pedestrian and Traffic Safety*.

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*Referred -- GRANTS OF PRIVILEGE IN PUBLIC WAY.*

Also, two proposed ordinances to grant permission and authority to the applicants listed for the purposes specified, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Beverly Art Center -- to maintain and use one sign at 2407 West 111<sup>th</sup> Street; and

[O2016-8003]

Island Furs -- to maintain and use one sign at 1827 West 103<sup>rd</sup> Street.

[O2016-8005]

*Referred --* ISSUANCE OF PERMIT FOR SIGN/SIGNBOARD AT 1808 W. 95<sup>TH</sup> ST.  
[Or2016-603]

Also, a proposed order directing the Commissioner of Buildings to issue a permit to Volkan Sign and Lighting to install a sign/signboard at 1808 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 COCHRAN (20<sup>th</sup> Ward):**

*Referred --* GRANTS OF PRIVILEGE IN PUBLIC WAY.

Nine proposed ordinances to grant permission and authority to the applicants listed for the purposes specified, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Chicago Ashland LLC -- to maintain and use two signs at 4701 -- 4711 South Ashland Avenue;  
[O2016-8160]

Halsted Street Laundromat -- to maintain and use one awning at 8014 -- 8022 South Halsted Street;  
[O2016-8070]

The University of Chicago -- to maintain and use six conduits adjacent to 6030 South Dorchester Avenue;  
[O2016-8165]

The University of Chicago -- to maintain and use six conduits adjacent to 6054 -- 6059 South Ellis Avenue;  
[O2016-8173]

The University of Chicago -- to maintain and use six conduits adjacent to 6052 -- 6057 South University Avenue;  
[O2016-8181]

The University of Chicago -- to maintain and use six conduits adjacent to 6052 -- 6059 South Woodlawn Avenue;  
[O2016-8182]

The University of Chicago -- to maintain and use two pipes adjacent to 1300 -- 1314 East 61<sup>st</sup> Street;

[O2016-8184]

The University of Chicago -- to maintain and use one vault adjacent to 1224 -- 1226 East 61<sup>st</sup> Street; and

[O2016-8186]

The University of Chicago -- to maintain and use one vault adjacent to 1310 -- 1314 East 61<sup>st</sup> Street.

[O2016-8189]

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Presented By

**ALDERMAN BROOKINS (21<sup>st</sup> Ward):**

*Referred* -- AMENDMENT OF SECTION 4-60-023 OF MUNICIPAL CODE BY DELETING SUBSECTION 21.48 TO ALLOW ISSUANCE OF ADDITIONAL PACKAGE GOODS LICENSES ON PORTION OF W. 87<sup>TH</sup> ST.

[O2016-7923]

A proposed ordinance to amend Title 4, Chapter 60, Section 023 of the Municipal Code of Chicago by deleting subsection 21.48 which restricted the issuance of additional package goods licenses on the south side of West 87<sup>th</sup> Street, at 1351 to 1355, which was *Referred to the Committee on License and Consumer Protection*.

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Presented By

**ALDERMAN MUÑOZ (22<sup>nd</sup> Ward)  
And OTHERS:**

*Referred* -- AMENDMENT OF CHAPTER 2-45 OF MUNICIPAL CODE BY ADDING NEW SECTION 2-45-160 REQUIRING REDEVELOPMENT PROJECTS RECEIVING TAX INCREMENT FINANCING FUNDS TO MEET LEGAL REQUIREMENTS CONTAINED IN TAX INCREMENT ALLOCATION REDEVELOPMENT ACT.

[O2016-8118]

A proposed ordinance, presented by Aldermen Muñoz, Hairston, Sawyer, Sadlowski Garza, Foulkes, D. Moore, Taliaferro, Waguespack, Ramirez-Rosa, Sposato, Arena, King, Mitchell, Villegas, Smith, Cappleman and Pawar, to amend Title 2, Chapter 45

of the Municipal Code of Chicago by adding new Section 2-45-160 requiring all redevelopment projects receiving tax increment financing allocations to be projects that are in blighted areas where improved, industrial, commercial and residential buildings or improvements are detrimental to the safety, health or welfare of the public; are vacant due to total abandonment, disrepair and neglect or are in an advanced state of disuse; and the area where a redevelopment plan is to be considered has not been subject to growth and development through investment by private enterprises and would not reasonably be anticipated to be developed without adoption of a business district plan, which was *Referred to the Committee on Finance*.

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Presented By

**ALDERMAN ZALEWSKI (23<sup>rd</sup> Ward):**

*Referred -- GRANT OF PRIVILEGE IN PUBLIC WAY FOR URIRA'S UNISEX.*  
[O2016-8011]

A proposed ordinance to grant permission and authority to Urira's Unisex to maintain and use one awning at 3820 West 63<sup>rd</sup> Place, which was *Referred to the Committee on Transportation and Public Way*.

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Presented By

**ALDERMAN SOLIS (25<sup>th</sup> Ward):**

*Referred -- GRANTS OF PRIVILEGE IN PUBLIC WAY.*

Twelve proposed ordinances to grant permission and authority to the applicants listed for the purposes specified, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Acorn Loftominium Owners Association -- to maintain and use one canopy at 1017 West Washington Boulevard;  
[O2016-8025]

Birrieria Reyes De Ocotlan -- to maintain and use one sign at 1322 West 18<sup>th</sup> Street;  
[O2016-8219]

Chiu Quon Bakery & Dim Sum -- to construct, install, maintain and use one awning at 2253 South Wentworth Avenue;

[O2016-8072]

The CrossRoads Bar & Grill -- to maintain and use seven light fixtures adjacent to 1120 West Madison Street;

[O2016-8220]

Argimro Gamboa -- to maintain and use one fence adjacent to 1816 South Peoria Street;

[O2016-8221]

Argimro Gamboa -- to maintain and use one fire escape adjacent to 1816 South Peoria Street;

[O2016-8223]

Argimro Gamboa -- to maintain and use one step adjacent to 1816 South Peoria Street;

[O2016-8224]

Anthony Giannini -- to maintain and use one bay window adjacent to 1100 West Taylor Street;

[O2016-8225]

Lakeside Bank -- to maintain and use two signs at 1055 West Roosevelt Road;

[O2016-8226]

Lift Storage, L.P. -- to maintain and use six signs at 1601 South Ashland Avenue;

[O2016-8230]

St. Ignatius College Prep, Inc. -- to maintain and use one planter adjacent to 1076 West Roosevelt Road; and

[O2016-8231]

Triple Crown Restaurant -- to maintain and use one sign at 2217 South Wentworth Avenue.

[O2016-8233]

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*Referred* -- EXEMPTION OF APPLICANTS FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR PARKING FACILITIES.

Also, two proposed ordinances to exempt the applicants listed from the physical barrier requirement pertaining to alley accessibility for the parking facilities adjacent to the locations

specified, pursuant to the provisions of Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Elias Alvarado -- 2466 South Blue Island Avenue; and

[O2016-7982]

Michael Fox -- 1432 West 21<sup>st</sup> Street.

[O2016-7986]

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*Referred --* STANDARDIZATION OF 900 S. CARPENTER ST. AS "HONORARY CLARA LAINO WAY".

[O2016-7985]

Also, a proposed ordinance directing the Commissioner of Transportation to take the necessary action for the standardization of 900 South Carpenter Street as "Honorary Clara Laino Way", which was *Referred to the Committee on Transportation and Public Way*.

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Presented By

**ALDERMAN MALDONADO (26<sup>th</sup> Ward):**

*Referred --* GRANTS OF PRIVILEGE IN PUBLIC WAY.

Two proposed ordinances to grant permission and authority to the applicants listed for the purposes specified, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Jack's Hot Dog -- to maintain and use one sign at 3577 West Armitage Avenue; and

[O2016-8228]

Jessica Mousley -- to maintain and use one bay window adjacent to 1709 North Kimball Avenue.

[O2016-8229]



*Referred -- STANDARDIZATION OF WEST SIDE OF W. LUIS MUNOZ MARIN DR. AS "JAVIER 'JAVY' BÁEZ WAY".*

[O2016-7922]

Also, a proposed ordinance directing the Commissioner of Transportation to take the necessary action for the standardization of the west side of West Luis Munoz Marin Drive as "Javier 'Javy' Báez Way", which was *Referred to the Committee on Transportation and Public Way*.

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Presented By

**ALDERMAN BURNETT (27<sup>th</sup> Ward):**

*Referred -- GRANTS OF PRIVILEGE IN PUBLIC WAY.*

Eight proposed ordinances to grant permission and authority to the applicants listed for the purposes specified, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Chicago Children's Theatre -- to construct, install, maintain and use two light fixtures adjacent to 100 South Racine Avenue;

[O2016-8232]

Chicago Greenworks LLC -- to maintain and use one conduit adjacent to 457 North Sacramento Boulevard;

[O2016-8234]

Girl & the Goat -- to maintain and use one trash container adjacent to 809 -- 813 West Randolph Street;

[O2016-8235]

Lovers Playground -- to maintain and use one sign at 1246 West Randolph Street;

[O2016-8237]

Orangetheory Fitness -- to maintain and use three signs at 823 West Madison Street;

[O2016-8240]

Shout Outdoor Media -- to maintain and use one sign at 451 North Racine Avenue;

[O2016-8241]

Topo Gigio Ristorante -- to maintain and use one sign at 1514 -- 1516 North Wells Street; and

[O2016-8243]

West River Spa -- to maintain and use three light fixtures adjacent to 1212 West Grand Avenue.

[O2016-8244]

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*Referred* -- EXEMPTION OF APPLICANTS FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR PARKING FACILITIES.

Also, two proposed ordinances to exempt the applicants listed from the physical barrier requirement pertaining to alley accessibility for the parking facilities adjacent to the locations specified, pursuant to the provisions of Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Erie LaSalle Body Shop -- 1005 West Huron Street; and

[O2016-7975]

1435 -- 1443 North Wells LLC -- 1435 -- 1443 North Wells Street.

[O2016-7976]

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*Referred* -- STANDARDIZATION OF SOUTHWEST CORNER OF N. GREEN ST. AND W. LAKE ST. AS "HONORARY HUGH H. BRIDGFORD WAY".

[O2016-7977]

Also, a proposed ordinance directing the Commissioner of Transportation to take the necessary action for the standardization of the southwest corner of North Green Street and West Lake Street as "Honorary Hugh H. Bridgford Way", which was *Referred to the Committee on Transportation and Public Way*.

*Referred -- ISSUANCE OF PERMIT FOR SIGN/SIGNBOARD AT 770 N. MILWAUKEE AVE.*

[Or2016-606]

Also, a proposed order directing the Commissioner of Buildings to issue a permit to OOS Investments LLC to install a sign/signboard at 770 North Milwaukee Avenue, which was *Referred to the Committee on Zoning, Landmarks and Building Standards.*

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*Referred -- SUPPORT OF COOK COUNTY CLASS 6(b) TAX INCENTIVES FOR PROPERTY AT 317 N. FRANCISCO AVE. AND 335 N. FRANCISCO AVE.*

[R2016-836]

Also, a proposed resolution recommending the property at 317 North Francisco Avenue and 335 North Francisco Avenue for Class 6(b) tax incentives under the Cook County Real Property Classification Ordinance, which was *Referred to the Committee on Economic, Capital and Technology Development.*

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Presented By

**ALDERMAN ERVIN (28<sup>th</sup> Ward):**

*Referred -- VACATION OF PORTION OF PUBLIC ALLEY WITHIN AREA BOUNDED BY S. ASHLAND AVE., W. OGDEN AVE. AND W. MADISON ST.*

[O2016-7998]

A proposed ordinance authorizing the vacation of a portion of a north/south 19.83-foot wide public alley within the area bounded by South Ashland Avenue, West Ogden Avenue and West Madison Street, which was *Referred to the Committee on Transportation and Public Way.*

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Presented By

**ALDERMAN TALIAFERRO (29<sup>th</sup> Ward):**

*Referred -- GRANT OF PRIVILEGE IN PUBLIC WAY FOR LIFE STORAGE.*

[O2016-8246]

A proposed ordinance to grant permission and authority to Life Storage to maintain and use seven signs at 2051 North Austin Avenue, which was *Referred to the Committee on Transportation and Public Way.*

*Referred* -- AMENDMENT OF HONORARY STREET DESIGNATION OF 1200 BLOCK OF N. WALLER AVE. AS "REV. DR. IRA ACREE WAY".

[O2016-7995]

Also, a proposed ordinance to amend an ordinance passed by the City Council, which authorized an honorary street designation by striking: "North Waller Avenue in the 1200 block as "Rev. Dr. Ira Acree Way", 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 directing the Commissioner of Buildings to issue permits to the applicants listed to install signs/signboards at the locations specified, which were *Referred to the Committee on Zoning, Landmarks and Building Standards*, as follows:

Custom Sign Consultants -- for one sign/signboard at 905 South Menard Avenue;  
[Or2016-601]

Magic Sign -- for one sign/signboard at 1743 North Harlem Avenue; and  
[Or2016-617]

Poblocki Sign Company LLC -- for one sign/signboard at 6515 West Grand Avenue.  
[Or2016-602]

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Presented By

**ALDERMAN REBOYRAS (30<sup>th</sup> Ward):**

*Rules Suspended* -- CONGRATULATIONS EXTENDED TO DANIEL SANTANA ON RETIREMENT FROM CHICAGO FIRE DEPARTMENT.

[R2016-798]

A proposed resolution reading as follows:

WHEREAS, Daniel Santana, CFD Engineer, will retire on November 21, 2016, after serving 27 years of outstanding and meritorious service to the residents of the City of Chicago; and

WHEREAS, Daniel graduated from Lake View High School in 1972, and later, graduated from Southern-Illinois University at Edwardsville; and

WHEREAS, Daniel's athletic abilities in wrestling earned him a position in the 1979 Pan American Games, and in 1981, won the silver medal at the Central American Games; and in February 2014, he was inducted into the SIUe Athletic Hall of Fame; and

WHEREAS, From 1981 through 1989, Daniel was employed at the Cook County Assessor's Office; and

WHEREAS, Following his dream of becoming a firefighter, Daniel graduated in May, 1990 from the Chicago Fire Academy and shortly thereafter was assigned to Truck 25 in Rogers Park. In March of 2014, Daniel was promoted to engineer. He also worked at Truck 56, Engine 110 and Engine 108; and

WHEREAS, While serving as a firefighter, Daniel's passion for wrestling prompted him to teach young adults the art of wrestling and became a Chicago Public School wrestling coach. During the years of 1990 -- 1994, he was the assistant coach at Lake View High School, 1994 -- 1999, he was the assistant coach at Mather High School, and from 1999 -- 2005, he was the head coach at Northside College Prep; and

WHEREAS, Daniel married the love of his life, Evelyn (Ellie), and through this marriage had three children: Celena, Alyssa, and Jason; and

WHEREAS, Throughout his many years of service, Daniel has served the people of this city with fairness, compassion, dedication, and a willingness to help and volunteer; he has earned the respect and admiration of those for his knowledge and personal attention, and he will be missed by all; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this first day of November 2016 A.D., do hereby extend to Daniel Santana our sincere and grateful appreciation for his outstanding record of personal and professional achievement and our best wishes to him and his family on his retirement; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared for presentation to Daniel Santana.

On motion of Alderman Reboyras, seconded by Aldermen Moreno, Maldonado, Sposato and Napolitano, the foregoing resolution was *Adopted* by yeas and nays as follows:

Yeas -- Aldermen Moreno, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Beale, Sadlowski Garza, Thompson, Cárdenas, Quinn, Burke, Lopez, Foulkes, D. Moore, Curtis, O'Shea, Cochran, Muñoz, Zalewski, Solis, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Waguespack, Mell, Ramirez-Rosa, Villegas, Sposato, Laurino, O'Connor, Napolitano, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Silverstein -- 44.

Nays -- None.

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

At this point in the proceedings, Alderman Laurino, President Pro Tempore, expressed gratitude to Daniel Santana for his service to the Chicago Fire Department and the people of Chicago.

Presented By

**ALDERMAN REBOYRAS (30<sup>th</sup> Ward) And  
ALDERMAN TALIAFERRO (29<sup>th</sup> Ward):**

*Referred -- HONORARY DESIGNATION OF PORTION OF W. BARRY AVE. AS  
"SWIETOKRZYSKIE WAY".*

[O2016-7914]

A proposed ordinance directing the Commissioner of Transportation to install honorary street-name signs at 5900 West Barry Avenue, from North Marmora Avenue to North Austin Avenue, as "Swietokrzyskie Way", which was *Referred to the Committee on Transportation and Public Way.*

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Presented For

**ALDERMAN SANTIAGO (31<sup>st</sup> Ward):**

*Referred -- GRANT OF PRIVILEGE IN PUBLIC WAY FOR DIVERSEY OPTICAL.*

[O2016-8248]

A proposed ordinance, presented by Alderman Waguespack, to grant permission and authority to Diversey Optical to maintain and use one sign at 4617 West Diversey Avenue, which was *Referred to the Committee on Transportation and Public Way.*

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Presented By

**ALDERMAN WAGUESPACK (32<sup>nd</sup> Ward):**

*Referred -- AMENDMENT OF SECTION 4-60-022 OF MUNICIPAL CODE BY  
DELETING SUBSECTION 32.23 TO ALLOW ISSUANCE OF ADDITIONAL  
ALCOHOLIC LIQUOR LICENSES ON PORTION OF N. MILWAUKEE AVE.*

[O2016-7992]

A proposed ordinance to amend Title 4, Chapter 60, Section 022 of the Municipal Code of Chicago by deleting subsection 32.23 which restricted the issuance of additional alcoholic liquor licenses on North Milwaukee Avenue, from West North Avenue to West Bloomingdale Avenue, which was *Referred to the Committee on License and Consumer Protection.*

*Referred* -- GRANTS OF PRIVILEGE IN PUBLIC WAY.

Also, five proposed ordinances to grant permission and authority to the applicants listed for the purposes specified, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Chipotle Mexican Grill -- to maintain and use one sign at 2809 North Ashland Avenue;  
[O2016-8250]

Delgado's Auto Service, Inc. -- to maintain and use two signs at 1831 North Western Avenue;  
[O2016-8252]

Falben LLC-Vamoose Tattoo Removal -- to construct, install, maintain and use one awning at 1864 North Damen Avenue;  
[O2016-8074]

Fastrak Auto Center -- to construct, install, maintain and use two awnings at 3263 West Fullerton Avenue; and  
[O2016-8076]

Fernandez Auto Glass IV -- to maintain and use one sign at 2733 North Western Avenue;  
[O2016-8255]

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*Referred* -- ISSUANCE OF PERMIT FOR SIGN/SIGNBOARD AT 2757 N. CLYBOURN AVE.

[Or2016-605]

Also, a proposed order directing the Commissioner of Buildings to issue a permit to Landmark Sign Company to install a sign/signboard at 2757 North Clybourn Avenue, which was *Referred to the Committee on Zoning, Landmarks and Building Standards*.

Presented By

**ALDERMAN MELL (33<sup>rd</sup> Ward):**

*Referred -- GRANTS OF PRIVILEGE IN PUBLIC WAY.*

Two proposed ordinances to grant permission and authority to the applicants listed for the purposes specified, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Clothes Pin -- to construct, install, maintain and use one awning at 3515 West Lawrence Avenue; and

[O2016-8077]

Jerusalem Liquors -- to maintain and use one sign at 3133 -- 3135 West Lawrence Avenue.

[O2016-8238]

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*Referred -- EXEMPTION OF NOON O KABAB FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR PARKING FACILITIES.*

[O2016-7984]

Also, a proposed ordinance to exempt Noon O Kabab from the physical barrier requirement pertaining to alley accessibility for the parking facilities for 4653 North Kedzie 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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Presented By

**ALDERMAN RAMIREZ-ROSA (35<sup>th</sup> Ward):**

*Referred -- AMENDMENT OF SECTION 9-64-090(h) OF MUNICIPAL CODE BY EXPANDING ONE-DAY RESIDENTIAL PARKING PERMIT PILOT PROGRAM FOR NOT-FOR-PROFIT ORGANIZATIONS TO INCLUDE 35<sup>th</sup> WARD AND EXTENDING EXPIRATION DATE OF PROGRAM TO DECEMBER 31, 2017.*

[O2016-8213]

A proposed ordinance to amend Title 9, Chapter 64, Section 090(h) of the Municipal Code of Chicago by including the 35<sup>th</sup> Ward in the not-for-profit organization one-day residential



parking permit pilot program and extending the expiration date of the program to December 31, 2017, which was *Referred to the Committee on Pedestrian and Traffic Safety*.

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*Referred -- GRANTS OF PRIVILEGE IN PUBLIC WAY.*

Also, two proposed ordinances to grant permission and authority to the applicants listed for the purposes specified, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Kangaroo Korner Learning Center and Nursery, Inc. -- to maintain and use one bicycle rack adjacent to 3552 -- 3556 West Fullerton Avenue; and

[O2016-8242]

Madrid Jewelry, Inc. -- to maintain and use one sign at 4340 West Armitage Avenue.

[O2016-8245]

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Presented By

**ALDERMAN VILLEGAS (36<sup>th</sup> Ward):**

*Referred -- GRANT OF PRIVILEGE IN PUBLIC WAY FOR GARDEN MANOR.*

[O2016-8012]

A proposed ordinance to grant permission and authority to Garden Manor to maintain and use one canopy at 4718 -- 4726 West Armitage Avenue, which was *Referred to the Committee on Transportation and Public Way*.

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*Referred -- HONORARY DESIGNATION OF PORTIONS OF VARIOUS PUBLIC WAYS.*

Also, two proposed resolutions to honorarily designate portions of the public ways specified, which were *Referred to the Committee on Transportation and Public Way*, as follows:

2200 block of North Leclaire Avenue -- to be known as "Dee Jay Rodriguez Way"; and

[R2016-832]

2200 block of North Cicero Avenue -- to be known as "Honorary Fred Saufnauer Way".  
[R2016-833]

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Presented By

**ALDERMAN SPOSATO (38<sup>th</sup> Ward):**

*Referred* -- GRANTS OF PRIVILEGE IN PUBLIC WAY.

Four proposed ordinances to grant permission and authority to the applicants listed for the purposes specified, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Montrose Deli & Fruit Market -- to maintain and use one sign at 5411 West Montrose Avenue;  
[O2016-8247]

State Farm Insurance -- to maintain and use one awning at 5616 West Montrose Avenue;  
[O2016-8078]

United in Faith Lutheran Church -- to maintain and use one sign at 6525 West Irving Park Road; and  
[O2016-8249]

Verizon Wireless -- to construct, install, maintain and use one occupation of space (small cell antenna) adjacent to 6014 West Montrose Avenue.  
[O2016-8251]

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Presented By

**ALDERMAN LAURINO (39<sup>th</sup> Ward):**

*Referred* -- GRANTS OF PRIVILEGE IN PUBLIC WAY.

Two proposed ordinances to grant permission and authority to the applicants listed for the purposes specified, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Legend Nails -- to maintain and use one sign at 4466 West Montrose Avenue; and  
[O2016-8006]

SCI Illinois Services, Inc. -- to maintain and use one sign at 6060 North Milwaukee Avenue.  
[O2016-8007]

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*Referred* -- EXEMPTION OF APPLICANTS FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR PARKING FACILITIES.

Also, two proposed ordinances to exempt the applicants listed from the physical barrier requirement pertaining to alley accessibility for the parking facilities adjacent to the locations specified, pursuant to the provisions of Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Buy A Car, Inc. -- 4654 West Lawrence Avenue; and  
[O2016-7969]

Casa Dei Bambini Montessori -- 4967 North Elston Avenue.  
[O2016-7970]

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Presented By

**ALDERMAN O'CONNOR (40<sup>th</sup> Ward):**

*Referred* -- GRANTS OF PRIVILEGE IN PUBLIC WAY.

Two proposed ordinances to grant permission and authority to the applicants listed for the purposes specified, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Andersonville Nail Lounge -- to maintain and use one awning at 5700 North Clark Street; and  
[O2016-8079]

Milaknis Animal Hospital Ltd. -- to maintain and use one planter adjacent to 5638 North Western Avenue.

[O2016-8253]

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*Referred --* EXEMPTION OF BYLINE BANK FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR PARKING FACILITIES.

[O2016-7974]

Also, a proposed ordinance to exempt Byline Bank from the physical barrier requirement pertaining to alley accessibility for the parking facilities for 2935 West Peterson 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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Presented By

**ALDERMAN NAPOLITANO (41<sup>st</sup> Ward):**

*Referred --* GRANTS OF PRIVILEGE IN PUBLIC WAY.

Two proposed ordinances to grant permission and authority to the applicants listed for the purposes specified, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Tommy's on Higgins -- to maintain and use one sign at 6954 West Higgins Avenue; and  
[O2016-8254]

Women for Women OB-Gyn S.C. -- to maintain and use two planters adjacent to 6438 North Central Avenue.

[O2016-8256]

Presented By

**ALDERMAN REILLY (42<sup>nd</sup> Ward):**

*Referred -- GRANTS OF PRIVILEGE IN PUBLIC WAY.*

Thirty-eight proposed ordinances to grant permission and authority to the applicants listed for the purposes specified, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Athletico on Clark LLC -- to maintain and use one banner adjacent to 24 East Chicago Avenue;

[O2016-8257]

Athletico on Clark LLC -- to maintain and use one sign at 24 East Chicago Avenue

[O2016-8258]

BHLDN -- to maintain and use four light fixtures adjacent to 8 East Walton Street;

[O2016-8260]

Bijan Bistro -- to maintain and use one windscreen adjacent to 633 North State Street;

[O2016-8261]

Boar's Head Cafe -- to maintain and use four signs at 210 West Lake Street;

[O2016-8262]

The Buckingham LLC -- to maintain and use five planters adjacent to 59 -- 67 East Van Buren Street;

[O2016-8263]

Club Gene & Georgetti -- to maintain and use two park benches adjacent to 500 North Franklin Street;

[O2016-8264]

Club Gene & Georgetti -- to maintain and use one sign at 500 North Franklin Street;

[O2016-8265]

Club Gene & Georgetti -- to maintain and use one vault adjacent to 500 North Franklin Street;

[O2016-8266]

Del Frisco's Double Eagle Steak House -- to construct, install, maintain and use one canopy at 58 East Oak Street;

[O2016-8030]

Fred Lev Com -- to maintain and use one sign at 200 West Ohio Street;  
[O2016-8268]

Gibsons LLC -- to maintain and use three light fixtures adjacent to 1028 North Rush Street;  
[O2016-8270]

Golub & Company -- to maintain and use four planters adjacent to 680 North Lake Shore Drive;  
[O2016-8272]

Harry Winston -- to construct, install, maintain and use seven awnings at 55 East Oak Street;  
[O2016-8131]

Hart 353 North Clark LLC -- to maintain and use two facades adjacent to 353 North Clark Street;  
[O2016-8273]

Hart 353 North Clark LLC -- to maintain and use two grease basins adjacent to 353 North Clark Street;  
[O2016-8276]

Hart 353 North Clark LLC -- to maintain and use one manhole adjacent to 353 North Clark Street;  
[O2016-8277]

Howl at the Moon -- to maintain and use one sign at 26 -- 30 West Hubbard Street;  
[O2016-8281]

Hugo's Frog Bar -- to maintain and use 41 light fixtures adjacent to 1024 North Rush Street;  
[O2016-8282]

The John Buck Company -- to maintain and use one light fixture adjacent to 111 South Wacker Drive;  
[O2016-8284]

Lake Shore Plaza -- to maintain and use six awnings at 432 East Grand Avenue;  
[O2016-8123]

Lake Shore Plaza -- to maintain and use two awnings at 436 East Grand Avenue;  
[O2016-8124]

Lake Shore Plaza -- to maintain and use two awnings at 440 East Grand Avenue;  
[O2016-8126]

Loyola University of Chicago -- to maintain and use two kiosks adjacent to 800 North Wabash Avenue;

[O2016-8286]

Na Hoku, Inc. -- to maintain and use two signs at 600 North Michigan Avenue;

[O2016-8287]

Native Foods Café -- to maintain and use one sign at 218 South Clark Street;

[O2016-8289]

Northwestern Memorial Hospital -- to maintain and use one acid basin adjacent to 251 East Huron Street;

[O2016-8291]

Radisson Blu Aqua Hotel -- to maintain and use one canopy at 221 North Columbus Drive;

[O2016-8032]

River North Devco LLC -- to maintain and use 10 caissons adjacent to 71 West Hubbard Street;

[O2016-8292]

River North Devco LLC -- to maintain and use one canopy at 71 West Hubbard Street;

[O2016-8034]

Sidney Garber Jewelers -- to maintain and use one canopy at 118 East Delaware Place;

[O2016-8036]

Silver Tower Chicago Condominium Association LLC -- to maintain and use two canopies at 303 West Ohio Street;

[O2016-8038]

Silver Tower Chicago Condominium Association LLC -- to maintain and use four planters adjacent to 303 West Ohio Street;

[O2016-8295]

Subway -- to construct, install, maintain and use one awning at 8 West Ohio Street;

[O2016-8129]

The Wit -- to maintain and use two banners adjacent to 201 North State Street;

[O2016-8297]

3 FNP Owner LLC -- to construct, install, maintain and use 13 bollards adjacent to 70 West Madison Street;

[O2016-8298]

110 East Delaware Condominium Association -- to maintain and use two planters adjacent to 110 East Delaware Place; and

[O2016-8300]

311 South Wacker Building LLC -- to construct, install, maintain and use one awning at 311 South Wacker Drive.

[O2016-8132]

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*Referred* -- AMENDMENT OF GRANT OF PRIVILEGE FOR AMALGAMATED BANK OF CHICAGO.

[O2016-8028]

Also, a proposed ordinance to amend an ordinance passed by the City Council on October 8, 2014 and printed in the *Journal of the Proceedings of the City Council of the City of Chicago*, page 92433, which authorized a grant of privilege to Amalgamated Bank of Chicago by striking: "Amalgamated Bank of Chicago" and inserting in lieu thereof: "100 South State Street LLC", which was *Referred to the Committee on Transportation and Public Way*.

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*Referred* -- ISSUANCE OF PERMITS FOR SIGNS/SIGNBOARDS.

Also, two proposed orders directing the Commissioner of Buildings to issue permits to the applicants listed to install signs/signboards at the locations specified, which were *Referred to the Committee on Zoning, Landmarks and Building Standards*, as follows:

Design Group Signage Corporation -- for one sign/signboard at 1 West Wacker Drive; and

[Or2016-598]

Doyle Signs, Inc. -- for one sign/signboard at 500 West Monroe Street.

[Or2016-599]

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Presented By

**ALDERMAN SMITH (43<sup>rd</sup> Ward):**

*Referred* -- GRANTS OF PRIVILEGE IN PUBLIC WAY.

Seven proposed ordinances to grant permission and authority to the applicants listed for the purposes specified, which were *Referred to the Committee on Transportation and Public Way*, as follows:



Bentley's Pet Stuff -- to maintain and use one sign at 613 West Diversey Parkway;  
[O2016-8267]

Tom Eley -- to maintain and use one bay window adjacent to 1936 North Mohawk Street;  
[O2016-8269]

Fred Krehbiel -- to construct, install, maintain and use three fences adjacent to  
1260 North Lake Shore Drive;  
[O2016-8274]

Kingston Mines -- to maintain and use one sign at 2548 North Halsted Street;  
[O2016-8271]

Lavender Park -- to construct, install, maintain and use one windscreen adjacent to  
2537 North Sheffield Avenue;  
[O2016-8275]

Little Green Tree House -- to construct, install, maintain and use one awning at  
1929 North Halsted Street; and  
[O2016-8080]

Salon Envy -- to maintain and use one awning at 2658 North Halsted Street.  
[O2016-8081]

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Presented By

**ALDERMAN SMITH (43<sup>rd</sup> Ward)**  
**And OTHERS:**

*Referred* -- EXPRESSION OF SUPPORT FOR HOUSE BILL 4297 AND SENATE  
BILL 2356 AND CALL ON ILLINOIS GENERAL ASSEMBLY TO ADOPT  
RESEARCH DOGS AND CATS ADOPTION ACT.

[R2016-837]

A proposed resolution, presented by Aldermen Smith, Moreno, Hopkins, Dowell, King, Hairston, Sawyer, Sadlowski Garza, Thompson, Quinn, Burke, Lopez, Foulkes, D. Moore, Curtis, O'Shea, Muñoz, Zalewski, Maldonado, Burnett, Reboyras, Waguespack, Mell, Ramirez-Rosa, Sposato, Laurino, O'Connor, Napolitano, Reilly, Tunney, Arena, Cappelman, Pawar, Osterman and Silverstein, expressing support for House Bill 4297 and Senate Bill 2356 and urging the Illinois General Assembly to adopt the Research Dogs and Cats Adoption Act and require research facilities to issue annual reports on animal use in research, which was *Referred to the Committee on Health and Environmental Protection*.

Presented By

**ALDERMAN TUNNEY (44<sup>th</sup> Ward):**

*Referred -- GRANTS OF PRIVILEGE IN PUBLIC WAY.*

Ten proposed ordinances to grant permission and authority to the applicants listed for the purposes specified, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Broder Diversey LLC -- to construct, install, maintain and use one bay window adjacent to 508 West Diversey Parkway;

[O2016-8278]

Broder Diversey LLC -- to construct, install, maintain and use two canopies at 508 West Diversey Parkway;

[O2016-8039]

Family Dental Care -- to maintain and use one sign at 1426 West Belmont Avenue;

[O2016-8279]

Kevin's Kitchen -- to maintain and use one sign at 3501 North Clark Street;

[O2016-8280]

Luxottica Retail North America, Inc. -- to maintain and use two signs at 3428 North Southport Avenue;

[O2016-8283]

Roscoe's Tavern Ltd. -- to maintain and use one diagonal parking adjacent to 809 West Roscoe Street;

[O2016-8285]

Starbucks Coffee Number 26368 -- to maintain and use one sign at 3030 North Broadway;

[O2016-8288]

Wildwood Photography -- to maintain and use two signs at 3726 North Southport Avenue;

[O2016-8290]

Wm J Cassidy Tire & Auto -- to maintain and use one sign at 824 West Diversey Parkway; and

[O2016-8293]

3245 North Ashland LLC -- to maintain and use 12 balconies adjacent to 3245 North Ashland Avenue.

[O2016-8296]

---

Presented By

**ALDERMAN ARENA (45<sup>th</sup> Ward):**

*Referred -- GRANTS OF PRIVILEGE IN PUBLIC WAY.*

Four proposed ordinances to grant permission and authority to the applicants listed for the purposes specified, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Besco Air -- to maintain and use one awning at 5406 North Elston Avenue;

[O2016-8082]

Bread & Wine -- to maintain and use one sign at 3732 West Irving Park Road;

[O2016-8299]

HO-Chuck Nation -- to maintain and use one sign at 4738 North Milwaukee Avenue; and

[O2016-8301]

Klee Plaza At Six Corners Condominium Association -- to maintain and use two sheetings adjacent to 4015 North Milwaukee Avenue.

[O2016-8305]

---

Presented By

**ALDERMAN CAPPLEMAN (46<sup>th</sup> Ward):**

*Referred -- GRANTS OF PRIVILEGE IN PUBLIC WAY.*

Three proposed ordinances to grant permission and authority to the applicants listed for

the purposes specified, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Life Storage, L.P. -- to construct, install, maintain and use two banners adjacent to 3626 North Broadway;

[O2016-8302]

Quad Gym, Inc. -- to maintain and use one sign at 3727 North Broadway; and

[O2016-8303]

Walgreens Number 15004 -- to maintain and use four awnings at 953 West Irving Park Road.

[O2016-8083]

---

Presented By

**ALDERMAN PAWAR (47<sup>th</sup> Ward):**

*Referred -- GRANTS OF PRIVILEGE IN PUBLIC WAY.*

Seven proposed ordinances to grant permission and authority to the applicants listed for the purposes specified, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Jewel Food Store Number 3454 -- to maintain and use one sign at 4250 North Lincoln Avenue;

[O2016-8304]

Neighborspace -- to construct, install, maintain and use one landscaping adjacent to 4200 -- 4298 North Ravenswood Avenue;

[O2016-8306]

Neighborspace -- to construct, install, maintain and use one landscaping adjacent to 4300 -- 4398 North Ravenswood Avenue;

[O2016-8307]

Old Town School of Folk Music -- to maintain and use four banners adjacent to 4545 North Lincoln Avenue;

[O2016-8309]

Paciugo Lincoln Square -- to maintain and use two awnings at 2324 West Giddings Street;

[O2016-8084]

Premier Therapy LLC -- to maintain and use one sign at 3950 North Asland Avenue; and

[O2016-8310]

Snappy's Shrimp -- to maintain and use one sign at 1901 West Irving Park Road.

[O2016-8311]

---

Presented By

**ALDERMAN OSTERMAN (48<sup>th</sup> Ward):**

*Referred -- GRANTS OF PRIVILEGE IN PUBLIC WAY.*

Six proposed ordinances to grant permission and authority to the applicants listed for the purposes specified, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Andy's Thai Kitchen II -- to maintain and use two canopies at 6230 North Broadway;

[O2016-8040]

Andy's Thai Kitchen II -- to maintain and use two light fixtures adjacent to 6230 North Broadway;

[O2016-8313]

BCH Kenmo 6230 LLC -- to maintain and use one canopy at 6230 North Kenmore Avenue;

[O2016-8041]

Francesca's Collections -- to construct, install, maintain and use one awning at 5301 North Clark Street;

[O2016-8085]

Francesca's Collections -- to construct, install, maintain and use one banner adjacent to 5301 North Clark Street; and

[O2016-8319]

11/1/2016

NEW BUSINESS PRESENTED BY ALDERMEN

35771

Orange Shoe Personal Fitness -- to construct, install, maintain and use one awning at 5607 -- 5609 North Clark Street.

[O2016-8086]

---

*Referred* -- ISSUANCE OF PERMITS, FREE OF CHARGE, FOR LANDMARK PROPERTY AT 5940 N. SHERIDAN RD.

[Or2016-616]

Also, a proposed order authorizing the Commissioners of the Department of Buildings, the Department of Environment and Fire, the Director of the Department of Revenue and the Zoning Administrator to issue all necessary permits, free of charge, for restoration of an historic building damaged by water and neglect at 5940 North Sheridan Road, which was *Referred to the Committee on Zoning, Landmarks and Building Standards*.

---

Presented By

**ALDERMAN J. MOORE (49<sup>th</sup> Ward):**

*Referred* -- GRANT OF PRIVILEGE IN PUBLIC WAY FOR TASTY SUB.

[O2016-8009]

A proposed ordinance to grant permission and authority to Tasty Sub to maintain and use two signs at 2001 West Howard Street, which was *Referred to the Committee on Transportation and Public Way*.

---

*Referred* -- ISSUANCE OF PERMITS FOR SIGNS/SIGNBOARDS.

Also, two proposed orders directing the Commissioner of Buildings to issue permits to H.M. Witts & Company Signs to install signs/signboards at 1832 West Juneway Terrace, which were *Referred to the Committee on Zoning, Landmarks and Building Standards*, as follows:

one sign/signboard at south elevation; and

[Or2016-630]

one sign/signboard at west elevation.

[Or2016-604]

---

5. *FREE PERMITS, LICENSE FEE EXEMPTIONS, CANCELLATION OF WARRANTS FOR COLLECTION AND WATER RATE EXEMPTIONS, ET CETERA.*

Proposed ordinances, orders, et cetera, described below, were presented by the aldermen named and were *Referred to the Committee on Finance*, as follows:

SENIOR CITIZENS SEWER REFUNDS:  
(\$50.00)

*BY ALDERMAN HOPKINS (2<sup>nd</sup> Ward):*

[O2016-8098]

Elliot, Kathleen F.

Hornby, David W.

Moses, Corwin

Walder, Judith

*BY ALDERMAN KING (4<sup>th</sup> Ward):*

[O2016-8097]

Dennis, Frances A.

Dunworth, Sandra G.

Kaganove, Jerry

Kay, Carolyn M.

Lumpkin, Beatrice

Mitchell, Bettye J.

Murphy, Delores

Palanchar, Mary M.

*BY ALDERMAN MITCHELL (7<sup>th</sup> Ward):*

[O2016-8099]

Cain, Leroy

Kimble, Victoria

*BY ALDERMAN MITTS (37<sup>th</sup> Ward):*

[O2016-8100]

Spears, Mary

Watts, Willie

*BY ALDERMAN NAPOLITANO (41<sup>st</sup> Ward):*

[O2016-8101]

Gleason, Joan

*BY ALDERMAN REILLY (42<sup>nd</sup> Ward):*

[O2016-8102]

Kaplan, Ahlyce

*BY ALDERMAN SMITH (43<sup>rd</sup> Ward):*

[O2016-8103]

Trapani, Arleen C.

*BY ALDERMAN TUNNEY (44<sup>th</sup> Ward):*

[O2016-8104]

Bole, Renee

Guerrtero, Dolores

Bratu, Mioara

Moran, William A.

Dooley, Barbara F.

Schneider, Frank L.

Filipkowski, John M.

Winkler, Claudia L.



**APPROVAL OF JOURNAL OF PROCEEDINGS.**

---

**JOURNAL (October 5, 2016)**  
(Regular Meeting)

The Honorable Susana A. Mendoza, City Clerk, submitted the printed official *Journal of the Proceedings of the City Council of the City of Chicago* for the regular meeting held on Wednesday, October 5, 2016 at 10:00 A.M., signed by her as such City Clerk.

Alderman Burke moved to *Approve* said printed official *Journal* and to dispense with the reading thereof. The question being put, the motion *Prevailed*.

---

**JOURNAL (October 11, 2016)**  
(Special Meeting)

The Honorable Susana A. Mendoza, City Clerk, submitted the printed official *Journal of the Proceedings of the City Council of the City of Chicago* for the special meeting held on Tuesday, October 11, 2016 at 11:00 A.M., signed by her as such City Clerk.

Alderman Burke moved to *Approve* said printed official *Journal* and to dispense with the reading thereof. The question being put, the motion *Prevailed*.

---

**UNFINISHED BUSINESS.**

---

None.

**MISCELLANEOUS BUSINESS.**

---

**PRESENCE OF VISITORS NOTED.**

The following individuals were in attendance and recognized by the City Council:

Sergeant Cindy Guerra (Star Number 1095) of the Chicago Police Department, accompanied by her family and friends;

Bernarda "Brenie" Lo Wong and Esther Wong;

Rosie Burrell, wife of late Honorable Samuel Frye Burrell, former alderman of the 29<sup>th</sup> Ward, accompanied by family and friends;

Retiring Chicago Fire Department Engineer Daniel Santana, accompanied by his wife, Evelyn Santana; son, Jason Santana; daughters, Celena Santana and Alyssa Santana.

---

**Time Fixed For Next Succeeding Regular Meeting.**

[O2016-8331]

By unanimous consent, Alderman Burke 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 succeeding regular meeting of the City Council of the City of Chicago to be held after the meeting held on Tuesday, the first (1<sup>st</sup>) day of November, 2016, at 10:00 A.M., be and the same is hereby fixed to be held on Wednesday, the ninth (9<sup>th</sup>) day of November, 2016, at 10:00 A.M., in the Council Chamber in City Hall.

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

On motion of Alderman Burke, the foregoing proposed ordinance was *Passed* by yeas and nays as follows:

*Yeas* -- Aldermen Moreno, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Harris, Beale, Sadlowski Garza, Thompson, Cárdenas, Quinn, Burke, Lopez, Foulkes, D. Moore, Curtis, O'Shea, Cochran, Muñoz, Zalewski, Solis, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Waguespack, Mell, Ramirez-Rosa, Villegas, Sposato, Laurino, O'Connor, Napolitano, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Silverstein -- 44.

*Nays* -- None.

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

---

*Rules Suspended* -- PUBLIC HEARING ON EXECUTIVE BUDGET FOR YEAR 2017.

Alderman Ervin moved to *Suspend the Rules Temporarily* for the purpose of going out of the regular order of business to convene the public hearing on the 2017 Executive Budget. The motion *Prevailed* by a viva voce vote.

Alderman Laurino, President Pro Tempore, then requested that the record reflect that the public hearing convened at 11:55 A.M.

The Honorable Susana A. Mendoza, City Clerk, then read the notice for the public hearing.

After indicating that interpreters were available for the hearing impaired and for any Spanish speaking people, President Pro Tempore Laurino thereupon presented the following speakers, who addressed the Council:

| Speaker            | Organization/Affiliation     |
|--------------------|------------------------------|
| Laurence Msall     | The Civic Federation         |
| Adrienne Alexander | AFSCME Council 31            |
| Maria A. Murray    |                              |
| Mary Williams      | Friends of Edgewater Library |
| Kang Chiu          | Coalition of Library Friends |

|                       |                                                            |
|-----------------------|------------------------------------------------------------|
| Elizabeth A. Burnside | Chicago Police Department Crossing Guards                  |
| Carole Hughes         | Chicago Police Department Crossing Guards                  |
| Freida Dunn           | Chicago Police Department Crossing Guards                  |
| Badonna Reingold      | Community Mental Health Board of Chicago, CDPH MH Division |
| Robert Rohdenburg     | Uptown Tent City Organizers; One Northside                 |
| Mark Loveless         | Coalition for Justice and Respect                          |
| Andy Thayer           | Uptown Tent City Organizers                                |
| George Blakemore      |                                                            |
| Marc Kaplan           | Northside Action for Justice                               |
| Bill Bergman          | Truth in Accounting Chicago                                |

The following individuals were registered with the City Council but did not testify:

| Name             | Organization/Affiliation                                  |
|------------------|-----------------------------------------------------------|
| Tommie Khalid    |                                                           |
| Victoria Sanchez | Chicago Police Department Crossing Guards                 |
| Mary Dean        | Centro Autónomo                                           |
| Ryne Poelker     | Uptown Tent City Organizers; Northside Action for Justice |

At this point in the proceedings, President Pro Tempore Laurino asked if any other individuals wished to speak or present statements. There was no response.

President Pro Tempore Laurino then noted for the record that the public hearing on the 2017 Executive Budget concluded at 2:38 P.M.

Thereupon, Alderman Ervin moved to return to the regular order of business. The motion *Prevailed*.

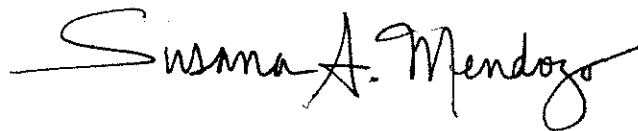
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REGULAR ORDER OF BUSINESS RESUMED.

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**Adjournment.**

Thereupon, Alderman Burke moved that the City Council do *Adjourn*. The motion *Prevailed* and the City Council *Stood Adjourned* to meet in regular meeting on Wednesday, the ninth (9<sup>th</sup>) day of November, 2016, at 10:00 A.M., in the Council Chamber in City Hall.

A handwritten signature in black ink, reading "Susana A. Mendoza". The signature is fluid and cursive, with the first name "Susana" written in a large, sweeping script, followed by "A." and "Mendoza".

SUSANA A. MENDOZA,  
City Clerk.

**APPENDIX A**  
**LEGISLATIVE INDEX**

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

Regular Meeting – Tuesday, November 1, 2016

## **Main Category List**

# **LEGISLATIVE INDEX JOURNAL of the PROCEEDINGS of the CITY COUNCIL of the CITY of CHICAGO, ILLINOIS**

Regular Meeting – Tuesday, November 1, 2016

**Agreements**

**Alley**

**Appointments**

**Bonds & Bond Issues**

**Budget & Appropriations**

**City Council**

**Claims**

**Commendations & Declarations**

**Donation of City Equipment**

**Finance Funds**

**Historical Landmarks**

**Illinois, State of**

**Lawsuits/Settlements**

**Municipal Code Amendments**

**Parking**

**Permits/License/Fee Exemptions**

**Property**

**Public Way Usage**

**Reports**

**Signs/Signboards**

**Special Service Areas**

**Streets**

**Tax Incentives**

**Tax Increment Financing Districts**

**Tax Levies**

**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             |
| Blvd       | Boulevard          |
| Bro.       | Brother            |

### 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                         |

### C

|         |                             |
|---------|-----------------------------|
| Coml.   | Commercial                  |
| Comm.   | Commerce/Commission         |
| Comr.   | Commissioner                |
| Condo   | Condominium                 |
| Co-Op   | Cooperative                 |
| 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     |



## Abbreviations And Acronyms

### F

|        |                                     |
|--------|-------------------------------------|
| F.F.   | Firefighter                         |
| Filed  | Placed on File                      |
| FOID   | Firearm Owner's Identification Card |
| Fr.    | Father                              |
| ft.    | feet                                |
| f.k.a. | formerly known as                   |

### G

|       |            |
|-------|------------|
| Gen.  | General    |
| Govt. | Government |

### H

|      |                               |
|------|-------------------------------|
| Hon. | Honorable                     |
| hrs. | Hours                         |
| HUD  | Housing and Urban Development |
| Hwy. | Highway                       |
| HQ   | Headquarters                  |

### I

|            |                                   |
|------------|-----------------------------------|
| IDOT       | Illinois Dept. of Transportation  |
| IL         | Illinois                          |
| Inc.       | Incorporated                      |
| Ind.       | Industries                        |
| Ins.       | Insurance                         |
| Insp. Gen. | Inspector General                 |
| Inst'l.    | Institutional                     |
| IPD        | Institutional Planned Development |

### J

|     |        |
|-----|--------|
| Jr. | Junior |
|-----|--------|

### L

|       |                                            |
|-------|--------------------------------------------|
| LCpl  | Lance Corporal                             |
| LLC   | Limited Liability Company                  |
| LP    | Limited Partnership                        |
| Lt.   | Lieutenant                                 |
| Ltd.  | Limited                                    |
| LUCHA | Latin United Community Housing Association |

### M

|      |                                    |
|------|------------------------------------|
| Maj. | Major                              |
| M.B. | Missionary Baptist                 |
| MBA  | Master of Business Administration  |
| MBE  | Minority Business-Owned Enterprise |

### M

|       |                                            |
|-------|--------------------------------------------|
| MWBE  | Minority Women Business Enterprise         |
| Mfg.  | Manufacturing                              |
| MFT   | Motor Fuel Tax                             |
| Mgmt. | Management                                 |
| mins. | Minutes                                    |
| MOPD  | Mayors Office for People with Disabilities |
| Msgr. | Monsignor                                  |
| Mun.  | Municipal                                  |

### N

|       |                            |
|-------|----------------------------|
| N     | North                      |
| Natl. | National                   |
| NFP   | Not-for-profit corporation |
| No.   | Number                     |

### O

|      |              |
|------|--------------|
| Off. | Officer      |
| Org. | Organization |

### P

|       |                      |
|-------|----------------------|
| pg(s) | page(s)              |
| PhD   | Doctor of Philosophy |
| Pkg.  | Package/Parking      |
| Pkwy  | Parkway              |
| Pl    | Place                |
| Plz   | Plaza                |
| P.M.  | Post Meridian        |
| P.O.  | Police Officer       |
| PFC   | Private First Class  |

### R

|          |                                  |
|----------|----------------------------------|
| RA       | Very Reverend                    |
| Rd.      | Road                             |
| Re-Ref.  | Re-Referred                      |
| Redevel. | Redevelopment                    |
| Ref.     | Referred                         |
| Rehab.   | Rehabilitation                   |
| Res.     | Residence/Residential            |
| Rest.    | Restricted/Restaurant            |
| Rev.     | Reverend                         |
| ROTC     | Reserve Officer's Training Corps |
| ROW      | Right-of-way                     |
| RR       | Railroad                         |
| Rt. Rev. | Right Reverend                   |

## Abbreviations And Acronyms

### R

|     |                                   |
|-----|-----------------------------------|
| Ry. | Railway                           |
| RTA | Regional Transportation Authority |

### Q

|    |                                     |
|----|-------------------------------------|
| Q1 | 1 <sup>st</sup> Quarter (Jan – Mar) |
| Q2 | 2 <sup>nd</sup> Quarter (Apr – Jun) |
| Q3 | 3 <sup>rd</sup> Quarter (Jul – Sep) |
| Q4 | 4 <sup>th</sup> Quarter (Oct – Dec) |

### 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                               |
| St      | Street                                       |
| STEM    | Science, Technology, Engineering<br>and Math |
| Subdiv. | Subdivision                                  |
| Supt.   | Superintendent                               |

### T

|        |                         |
|--------|-------------------------|
| Terr   | Terrace                 |
| thru   | through                 |
| TIF    | Tax Increment Financing |
| Trans. | Transportation          |

### U

|        |                       |
|--------|-----------------------|
| Univ.  | University            |
| U.S.   | United States         |
| u.t.a. | Under trust agreement |
| Util.  | Utility               |

### V

|      |                  |
|------|------------------|
| v    | versus (against) |
| Veh. | Vehicle          |

### W

|   |      |
|---|------|
| W | West |
|---|------|

### Y

|      |                                        |
|------|----------------------------------------|
| YMCA | Young Men's Christian Association      |
| YWCA | Young Women's Christian<br>Association |

### Zoning Districts

|     |                                                   |
|-----|---------------------------------------------------|
| B   | Business                                          |
| BPD | Business Planned Development                      |
| C   | Commercial                                        |
| CPD | Commercial Planned Development                    |
| DC  | Downtown Core                                     |
| DX  | Downtown Mixed-Use                                |
| DR  | Downtown Residential                              |
| DS  | Downtown Service                                  |
| M   | Manufacturing                                     |
| PD  | Planned Development                               |
| PMD | Planned Manufacturing                             |
| POS | Parks and Open Space                              |
| R   | Residential                                       |
| RM  | Residential Multi-Unit                            |
| RPD | Residential Planned Development                   |
| RS  | Residential Single Unit (Detached<br>House)       |
| RT  | Residential Two-Flat, Townhouse<br>and Multi-Unit |
| SD  | Special Character Overlay                         |

# OFFICE OF THE CITY CLERK

Date: 11/1/2016

## CITY COUNCIL LEGISLATIVE INDEX

1

### AGREEMENTS

#### Collective Bargaining

Public Safety Employees Union, Unit II

Emanuel (Mayor) O2016-7961

Referred [C.J.p. 34672] Workforce Development

#### Improvement

SomerCor 504, Inc.

Forty-eighth amendment regarding Small Business Improvement Fund Program in various redevelopment project areas

Emanuel (Mayor) O2016-7383

Referred [C.J.p. 32535] Finance

Passed [C.J.p. 35325]

#### Intergovernmental

Chicago Transit Authority

Purchase and installation of fare equipment in connection with transit facility construction and renewal projects

Emanuel (Mayor) O2016-7964

Referred [C.J.p. 34671] Transportation

Chicago Transit Authority and Cook County

Motor Fuel Tax Funds for operational expenses for Year 2017

Emanuel (Mayor) O2016-7963

Referred [C.J.p. 34669] Budget

#### Lease

3500 Spaulding TMG LLC

3500 N Spaulding Ave

Use of salt storage by Dept. of Streets and Sanitation renew

Emanuel (Mayor) O2016-8200

Referred [C.J.p. 34670] Housing

#### Loan & Security

LMR United, Inc.

1456-1458 S Hamlin Ave, 1451-1453 S Avers Ave

Approval of second loan restructuring

Emanuel (Mayor) O2016-7370

Referred [C.J.p. 32534] Finance

Passed [C.J.p. 35172]

### AGREEMENTS

#### Miscellaneous

1237 North Milwaukee LLC

1237-1253 N Milwaukee Ave

Installation, operation and maintenance of Eco-Totem on public way to count bicycles traveling along N Milwaukee Ave

Dept./Agency O2016-7912

Direct Introduction Transportation

Passed [C.J.p. 35420]

Interstate JCDecaux LLC

First amendment to Coordinated City Digital Sign Program

Emanuel (Mayor) O2016-7983

Referred [C.J.p. 34658] Budget

#### Redevelopment

Greenwood on 87th LLC for Stony Island Avenue Commercial and Burnside Industrial Corridors Tax Increment Financing (TIF) Redevelopment Project Area

Amend

Emanuel (Mayor) O2016-7965

Referred [C.J.p. 34667] Finance

McCrary Senior Apartments LLC and FBCC Development Corp., NFP

1637-1639 W Washington Blvd, 1641-1643 W Washington Blvd, 1647 W Washington Blvd and various additional addresses

Construction of low-income senior housing

Emanuel (Mayor) O2016-5425

Referred [C.J.p. 25595] Finance

Passed [C.J.p. 34958]

### ALLEY

#### Dedications

W Irving Park Rd, bounded by W Dakin St, N Lamont Ave and N Laverne Ave

Arena (45) O2016-683

Referred [C.J.p. 19269] Transportation

Passed [C.J.p. 35589]

#### Ingress/Egress

1326 S Michigan LLC

1326 S Michigan Ave

Dowell (3) O2016-7973

Referred [C.J.p. 35734] Transportation

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ALLEY

Ingress/Egress

|                         |                |
|-------------------------|----------------|
| 1411 S Michigan LLC     |                |
| 1411 S Michigan Ave     |                |
| Dowell (3)              | O2016-7971     |
| Referred [C.J.p. 35734] | Transportation |
| 1435-1443 N Wells LLC   |                |
| 1435-1443 N Wells St    |                |
| Burnett (27)            | O2016-7976     |
| Referred [C.J.p. 35751] | Transportation |
| Alvarado, Elias         |                |
| 2466 S Blue Island Ave  |                |
| Solis (25)              | O2016-7982     |
| Referred [C.J.p. 35749] | Transportation |
| Armitage Auto Repair    |                |
| 38 W Armitage Ave       |                |
| Waguespack (32)         | O2016-7375     |
| Referred [C.J.p. 34603] | Transportation |
| Passed [C.J.p. 35617]   |                |
| Bond Companies          |                |
| 727 N Milwaukee Ave     |                |
| Burnett (27)            | O2016-7632     |
| Referred [C.J.p. 34597] | Transportation |
| Passed [C.J.p. 35617]   |                |
| Buy A Car, Inc.         |                |
| 4654 W Lawrence Ave     |                |
| Laurino (39)            | O2016-7969     |
| Referred [C.J.p. 35760] | Transportation |
| Byline Bank             |                |
| 2935 W Peterson Ave     |                |
| O'Connor (40)           | O2016-7974     |
| Referred [C.J.p. 35761] | Transportation |
| Cardenas Trucking       |                |
| 5400 S Central Ave      |                |
| Zalewski (23)           | O2016-7612     |
| Referred [C.J.p. 34591] | Transportation |
| Passed [C.J.p. 35617]   |                |
| Carfly Auto Group LLC   |                |
| 1523 N Western Ave      |                |
| Moreno (1)              | O2016-7994     |
| Referred [C.J.p. 35729] | Transportation |

ALLEY

Ingress/Egress

|                                                 |                |
|-------------------------------------------------|----------------|
| Casa Dei Bambini Montessori                     |                |
| 4967 N Elston Ave                               |                |
| Laurino (39)                                    | O2016-7970     |
| Referred [C.J.p. 35760]                         | Transportation |
| Clark Street Sports                             |                |
| 4506 W Lawrence Ave                             |                |
| Laurino (39)                                    | O2016-7425     |
| Referred [C.J.p. 34610]                         | Transportation |
| Passed [C.J.p. 35618]                           |                |
| CN Auto Repair, Inc.                            |                |
| 4940 W Belmont Ave                              |                |
| Santiago (31)                                   | O2016-7378     |
| Referred [C.J.p. 34601]                         | Transportation |
| Passed [C.J.p. 35618]                           |                |
| Dolyva Development LLC                          |                |
| 834 N Ashland Ave                               |                |
| Moreno (1)                                      | O2016-7991     |
| Referred [C.J.p. 35730]                         | Transportation |
| Erie LaSalle Body Shop                          |                |
| 1005 W Huron St                                 |                |
| Burnett (27)                                    | O2016-7975     |
| Referred [C.J.p. 35751]                         | Transportation |
| First Step Learning                             |                |
| 4930 W Diversey Ave                             |                |
| Santiago (31)                                   | O2016-7377     |
| Referred [C.J.p. 34601]                         | Transportation |
| Passed [C.J.p. 35618]                           |                |
| Fox, Michael                                    |                |
| 1432 W 21st St                                  |                |
| Solis (25)                                      | O2016-7986     |
| Referred [C.J.p. 35749]                         | Transportation |
| George Tsantilis & Dean Nicholas Joint Ventures |                |
| 2036 W Madison St                               |                |
| Burnett (27)                                    | O2016-7641     |
| Referred [C.J.p. 34597]                         | Transportation |
| Passed [C.J.p. 35619]                           |                |
| Gibbons Construction LLC                        |                |
| 1523 N Western Ave                              |                |
| Moreno (1)                                      | O2016-7993     |
| Referred [C.J.p. 35730]                         | Transportation |

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### ALLEY

#### Ingress/Egress

Kaufman, Lawrence  
2454 N Western Ave  
Moreno (1) O2016-7614  
Referred [C.J.p. 34575] Transportation  
Passed [C.J.p. 35619]  
Kroll, Victor  
912 W 19th St  
Solis (25) O2016-7619  
Referred [C.J.p. 34593] Transportation  
Passed [C.J.p. 35619]  
Michigan Cermak Indiana LLC  
125 E Cermak Rd  
Dowell (3) O2016-7972  
Referred [C.J.p. 35733] Transportation  
Morales, Alejandro  
643 N Kedzie Ave  
Burnett (27) O2016-7627  
Referred [C.J.p. 34597] Transportation  
Passed [C.J.p. 35620]  
Nik's Collision Services LLC  
4545  
Ramirez-Rosa (35) O2016-7374  
Referred [C.J.p. 34605] Transportation  
Passed [C.J.p. 35620]  
Noon O Kabab  
4653 N Kedzie Ave  
Mell (33) O2016-7984  
Referred [C.J.p. 35757] Transportation  
North Town Auto LLC  
1311 W North Ave  
Burnett (27) O2016-7623  
Referred [C.J.p. 34597] Transportation  
Passed [C.J.p. 35620]  
Onward Neighborhood House  
5409-5413 W Diversey Ave  
Reboyas (30) O2016-7290  
Referred [C.J.p. 34600] Transportation  
Passed [C.J.p. 35621]

### ALLEY

#### Ingress/Egress

Osteria Langhe  
2824 W Armitage Ave  
Moreno (1) O2016-7990  
Referred [C.J.p. 35730] Transportation  
Safe Reliable Auto  
1251 E 95th St  
Harris (8) O2016-7610  
Referred [C.J.p. 34584] Transportation  
Passed [C.J.p. 35621]  
Saul Auto and Towing Services, Inc.  
6547 S Western Ave  
Foulkes (16) O2016-7978  
Referred [C.J.p. 35742] Transportation  
Western/1920 LLC  
1920 N Milwaukee Ave  
Waguespack (32) O2016-7376  
Referred [C.J.p. 34603] Transportation  
Passed [C.J.p. 35621]  
Windy City RE  
2010 S Wabash Ave  
Dowell (3) O2016-7605  
Referred [C.J.p. 34580] Transportation  
Passed [C.J.p. 35622]  
Vacation  
W Irving Park Rd, bounded by W Dakin St, N  
Lamon Ave and N Laverne Ave  
Arena (45) O2016-683  
Referred [C.J.p. 19269] Transportation  
Passed [C.J.p. 35589]  
Chicago Title Land Trust  
4732-4758 S Dorchester Ave, 1368-1380 E 48th  
St  
King (4) O2016-7753  
Referred [C.J.p. 34581] Transportation  
Passed [C.J.p. 35601]  
Madison & Ogden LLC  
1529-1537 W Madison St, 1571-1589 W Ogden  
Ave  
Ervin (28) O2016-7998  
Referred [C.J.p. 35752] Transportation

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**APPOINTMENTS**

Dohe, Rebecca C.  
Wicker Park and Bucktown Commission (S.S.A. No. 33) (Member)  
Emanuel (Mayor) A2016-104  
Referred [C.J.p. 34656] Finance  
Dulkin, Sara M.  
West Town Commission (S.S.A. No. 29-2014) (Member)  
Emanuel (Mayor) A2016-98  
Referred [C.J.p. 32531] Finance  
Approved [C.J.p. 34689]  
Flores, Steve  
Chicago Police Board (Member)  
Emanuel (Mayor) A2016-70  
Referred [C.J.p. 28026] Public Safety  
Approved [C.J.p. 35419]  
Gordon, Simon  
Board of Commissioners of Chicago Commission on Human Relations (Member)  
Emanuel (Mayor) A2016-100  
Referred [C.J.p. 34657] Human Relations  
Huttas, Marcy S.  
Wicker Park and Bucktown Commission (S.S.A. No. 33) (Member)  
Emanuel (Mayor) A2016-104  
Referred [C.J.p. 34656] Finance  
Hutzel, Patricia A.  
Uptown Commission (S.S.A. No. 34) (Member)  
Emanuel (Mayor) A2016-105  
Referred [C.J.p. 34657] Finance  
Jones, Peggie M.  
Marquette Park Commission (S.S.A. No. 14) (Member)  
Emanuel (Mayor) A2016-102  
Referred [C.J.p. 34654] Finance  
Loncar, Robert D.  
Commerical Avenue Commission (S.S.A.No. 5) (Member)  
Emanuel (Mayor) A2016-101  
Referred [C.J.p. 34654] Finance

**APPOINTMENTS**

Patel, Bhavesh  
Devon Avenue Commission (S.S.A. No. 43) (Member)  
Emanuel (Mayor) A2016-99  
Referred [C.J.p. 32531] Finance  
Approved [C.J.p. 34690]  
Peters, Andrew S.  
Andersonville Commission (S.S.A.No. 22) (Member)  
Emanuel (Mayor) A2016-97  
Referred [C.J.p. 32530] Finance  
Approved [C.J.p. 34688]  
Raduendzel, Cally E.  
Howard Street Commission (S.S.A. No. 19) (Member)  
Emanuel (Mayor) A2016-103  
Referred [C.J.p. 34655] Finance  
Valavanis, Panagiotis K.  
Devon Avenue Commission (S.S.A. No. 43) (Member)  
Emanuel (Mayor) A2016-99  
Referred [C.J.p. 32531] Finance  
Approved [C.J.p. 34690]

**BONDS & BOND ISSUES**

Chicago Housing Authority  
3916 W Washington Blvd  
Reallocation of 2016 or 2017 City bond volume cap for financing affordable housing  
Emanuel (Mayor) O2016-7520  
Referred [C.J.p. 32534] Finance  
Passed [C.J.p. 34695]  
Issuance of Multi-family Housing Revenue Note (East Park Apartments Series 2016)  
3300 W Maypole Ave  
Rehabilitation and redevelopment of property  
Emanuel (Mayor) O2016-7752  
Referred [C.J.p. 32533] Finance  
Passed [C.J.p. 34698]  
Notification of sale of Multi-Family Mortgage Revenue Bonds (Rosenwald Courts) Series 2016A and Series 2016B  
Dept./Agency F2016-53  
Filed [C.J.p. 34672]

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### BONDS & BOND ISSUES

Refunding of second amended and restated  
Michael Reese promissory note  
Emanuel (Mayor) O2016-7981  
Referred [C.J.p. 34660] Finance

### CITY COUNCIL

#### Regular Meetings

November 9, 2016 at 10:00 A.M.  
Burke (14) O2016-8331  
Passed [C.J.p. 35775]

### CLAIMS

#### Condominium Refuse Rebate

Addison Bldg. Corp. and sundry others  
Burke (14) CL2016-1681  
Direct Introduction Finance  
Failed to [C.J.p. 35371]  
Pass

#### Damage to Property

Chan, Brenda L.  
Misc. Transmittal CL2016-1619  
Referred [C.J.p. 34685] Finance  
Dean, Reginald J.  
Misc. Transmittal CL2016-1659  
Referred [C.J.p. 34685] Finance  
Everett, Easter L.  
Misc. Transmittal CL2016-1618  
Referred [C.J.p. 34685] Finance  
Koressel, Lindsey  
Misc. Transmittal CL2016-1660  
Referred [C.J.p. 34686] Finance  
Mack, Roberta G.  
Misc. Transmittal CL2016-1642  
Referred [C.J.p. 34686] Finance  
Waz, Dariusz R.  
Misc. Transmittal CL2016-1605  
Referred [C.J.p. 34687] Finance

#### Damage to Vehicle

Attalla, Christine A.  
Misc. Transmittal CL2016-1673  
Referred [C.J.p. 34684] Finance  
Austin, Brena M.  
Misc. Transmittal CL2016-1608  
Referred [C.J.p. 34684] Finance

### CLAIMS

#### Damage to Vehicle

Bond, Wendy M.  
Misc. Transmittal CL2016-1622  
Referred [C.J.p. 34684] Finance  
Cabanban, Andrei B.  
Misc. Transmittal CL2016-1624  
Referred [C.J.p. 34684] Finance  
Carter, Phyllis T.  
Misc. Transmittal CL2016-1676  
Referred [C.J.p. 34685] Finance  
Coffelt, Diane R.  
Misc. Transmittal CL2016-1633  
Referred [C.J.p. 34685] Finance  
Cowan, Shinnette S.  
Misc. Transmittal CL2016-1620  
Referred [C.J.p. 34685] Finance  
Davis, Earl  
Misc. Transmittal CL2016-1646  
Referred [C.J.p. 34685] Finance  
Espinosa, Angel G.  
Misc. Transmittal CL2016-1647  
Referred [C.J.p. 34685] Finance  
Figueroa-Torres, Oscar E.  
Misc. Transmittal CL2016-1674  
Referred [C.J.p. 34685] Finance  
First Chicago Ins. and Smart Transportation, LLC  
Misc. Transmittal CL2016-1621  
Referred [C.J.p. 34685] Finance  
Garcia, Ruben  
Misc. Transmittal CL2016-1630  
Referred [C.J.p. 34685] Finance  
Harris, Pascal  
Misc. Transmittal CL2016-1654  
Referred [C.J.p. 34685] Finance  
Higgins, Joseph T.  
Misc. Transmittal CL2016-1653  
Referred [C.J.p. 34685] Finance  
Houlihan, Daniel T.  
Misc. Transmittal CL2016-1663  
Referred [C.J.p. 34685] Finance

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### CLAIMS

#### Damage to Vehicle

|                                       |             |
|---------------------------------------|-------------|
| Jackson, Joe C.                       |             |
| Misc. Transmittal                     | CL2016-1623 |
| Referred [C.J.p. 34686]               | Finance     |
| Joanes, Jennifer                      |             |
| Misc. Transmittal                     | CL2016-1634 |
| Referred [C.J.p. 34686]               | Finance     |
| Liberty Mutual Ins. and Boske, Denise |             |
| Misc. Transmittal                     | CL2016-1643 |
| Referred [C.J.p. 34686]               | Finance     |
| Luke, Maureen                         |             |
| Misc. Transmittal                     | CL2016-1606 |
| Referred [C.J.p. 34686]               | Finance     |
| Mandujano, Mayra                      |             |
| Misc. Transmittal                     | CL2016-1661 |
| Referred [C.J.p. 34686]               | Finance     |
| Mazur, Kazimierz                      |             |
| Misc. Transmittal                     | CL2016-1645 |
| Referred [C.J.p. 34686]               | Finance     |
| McLeod, Melissa M.                    |             |
| Misc. Transmittal                     | CL2016-1664 |
| Referred [C.J.p. 34686]               | Finance     |
| Metlife Ins. and Ealy, Byron          |             |
| Misc. Transmittal                     | CL2016-1631 |
| Referred [C.J.p. 34686]               | Finance     |
| Montgomery, Angela R.                 |             |
| Misc. Transmittal                     | CL2016-1683 |
| Referred [C.J.p. 34686]               | Finance     |
| Naderyan, Vahid                       |             |
| Misc. Transmittal                     | CL2016-1652 |
| Referred [C.J.p. 34687]               | Finance     |
| Nouhakis, Emmanuel                    |             |
| Misc. Transmittal                     | CL2016-1632 |
| Referred [C.J.p. 34687]               | Finance     |
| Payton, Rowna S.                      |             |
| Misc. Transmittal                     | CL2016-1644 |
| Referred [C.J.p. 34687]               | Finance     |
| Rivera, Ernesto                       |             |
| Misc. Transmittal                     | CL2016-1675 |
| Referred [C.J.p. 34687]               | Finance     |

### CLAIMS

#### Damage to Vehicle

|                                    |             |
|------------------------------------|-------------|
| Saucedo, Eduardo                   |             |
| Misc. Transmittal                  | CL2016-1665 |
| Referred [C.J.p. 34687]            | Finance     |
| Siddiqui, Sajjad A.                |             |
| Misc. Transmittal                  | CL2016-1607 |
| Referred [C.J.p. 34687]            | Finance     |
| State Farm Ins. and Villa, Agustin |             |
| Misc. Transmittal                  | CL2016-1625 |
| Referred [C.J.p. 34687]            | Finance     |
| Taylor, Stephanie A.               |             |
| Misc. Transmittal                  | CL2016-1609 |
| Referred [C.J.p. 34687]            | Finance     |
| Vitale, Tracie M.                  |             |
| Misc. Transmittal                  | CL2016-1629 |
| Referred [C.J.p. 34687]            | Finance     |
| Weisbard, Phyllis                  |             |
| Misc. Transmittal                  | CL2016-1635 |
| Referred [C.J.p. 34687]            | Finance     |
| Yusupova, Marina                   |             |
| Misc. Transmittal                  | CL2016-1662 |
| Referred [C.J.p. 34687]            | Finance     |
| <u>Damage to Vehicle - Pothole</u> |             |
| Beard, Patricia                    |             |
| Misc. Transmittal                  | CL2016-1658 |
| Referred [C.J.p. 34684]            | Finance     |
| Brown, Matthew                     |             |
| Misc. Transmittal                  | CL2016-1670 |
| Referred [C.J.p. 34684]            | Finance     |
| Campuzano, Augusto                 |             |
| Misc. Transmittal                  | CL2016-1650 |
| Referred [C.J.p. 34685]            | Finance     |
| Caraballo, Gregory                 |             |
| Misc. Transmittal                  | CL2016-1679 |
| Referred [C.J.p. 34685]            | Finance     |
| Current, Joanne M.                 |             |
| Misc. Transmittal                  | CL2016-1637 |
| Referred [C.J.p. 34685]            | Finance     |
| Esmame, Mayren                     |             |
| Misc. Transmittal                  | CL2016-1677 |
| Referred [C.J.p. 34685]            | Finance     |



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### CLAIMS

#### Damage to Vehicle - Pothole

|                                    |             |
|------------------------------------|-------------|
| Gonzalez, Alexandra                |             |
| Misc. Transmittal                  | CL2016-1617 |
| Referred [C.J.p. 34685]            | Finance     |
| Hardiman, Malcolm                  |             |
| Misc. Transmittal                  | CL2016-1638 |
| Referred [C.J.p. 34685]            | Finance     |
| Harper, David L.                   |             |
| Misc. Transmittal                  | CL2016-1613 |
| Referred [C.J.p. 34685]            | Finance     |
| Hartford, The and Hudson, Nancy A. |             |
| Misc. Transmittal                  | CL2016-1649 |
| Referred [C.J.p. 34685]            | Finance     |
| Hendershot, Rebecca S.             |             |
| Misc. Transmittal                  | CL2016-1651 |
| Referred [C.J.p. 34685]            | Finance     |
| Hughes, Julia C.                   |             |
| Misc. Transmittal                  | CL2016-1671 |
| Referred [C.J.p. 34686]            | Finance     |
| Hughes, Kathleen E.                |             |
| Misc. Transmittal                  | CL2016-1669 |
| Referred [C.J.p. 34686]            | Finance     |
| Jones, Nicholas                    |             |
| Misc. Transmittal                  | CL2016-1657 |
| Referred [C.J.p. 34686]            | Finance     |
| Khawaja, Awais M.                  |             |
| Misc. Transmittal                  | CL2016-1610 |
| Referred [C.J.p. 34686]            | Finance     |
| Kumar, Neha                        |             |
| Misc. Transmittal                  | CL2016-1626 |
| Referred [C.J.p. 34686]            | Finance     |
| Kusiak, Agnieszka S.               |             |
| Misc. Transmittal                  | CL2016-1668 |
| Referred [C.J.p. 34686]            | Finance     |
| Lewis, Ronald E.                   |             |
| Misc. Transmittal                  | CL2016-1628 |
| Referred [C.J.p. 34686]            | Finance     |
| Liskowski, Walter E.               |             |
| Misc. Transmittal                  | CL2016-1655 |
| Referred [C.J.p. 34686]            | Finance     |

### CLAIMS

#### Damage to Vehicle - Pothole

|                                |             |
|--------------------------------|-------------|
| Martinez-Lopez, Kelsey E.      |             |
| Misc. Transmittal              | CL2016-1616 |
| Referred [C.J.p. 34686]        | Finance     |
| McGinty, Michael J.            |             |
| Misc. Transmittal              | CL2016-1667 |
| Referred [C.J.p. 34686]        | Finance     |
| McNulty, David K.              |             |
| Misc. Transmittal              | CL2016-1615 |
| Referred [C.J.p. 34686]        | Finance     |
| Parnell, Donnie R.             |             |
| Misc. Transmittal              | CL2016-1672 |
| Referred [C.J.p. 34687]        | Finance     |
| Parry, Bruce E.                |             |
| Misc. Transmittal              | CL2016-1627 |
| Referred [C.J.p. 34687]        | Finance     |
| Patterson, Shana P.            |             |
| Misc. Transmittal              | CL2016-1639 |
| Referred [C.J.p. 34687]        | Finance     |
| Pina, Alberto                  |             |
| Misc. Transmittal              | CL2016-1641 |
| Referred [C.J.p. 34687]        | Finance     |
| Priefer, Michelle A.           |             |
| Misc. Transmittal              | CL2016-1614 |
| Referred [C.J.p. 34687]        | Finance     |
| Rucker, Celeste M.             |             |
| Misc. Transmittal              | CL2016-1611 |
| Referred [C.J.p. 34687]        | Finance     |
| Spencer, Kathy M.              |             |
| Misc. Transmittal              | CL2016-1612 |
| Referred [C.J.p. 34687]        | Finance     |
| Talley, Jacqueline             |             |
| Misc. Transmittal              | CL2016-1648 |
| Referred [C.J.p. 34687]        | Finance     |
| Turnipseed-Hodges, Angelina M. |             |
| Misc. Transmittal              | CL2016-1666 |
| Referred [C.J.p. 34687]        | Finance     |
| Wright, Janice M.              |             |
| Misc. Transmittal              | CL2016-1640 |
| Referred [C.J.p. 34687]        | Finance     |

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### CLAIMS

#### Damage to Vehicle - Pothole

Zagal, Rolando

Misc. Transmittal

CL2016-1678

Referred [C.J.p. 34687]

Finance

#### Small Claims

Allison, Willie J. and sundry others

Burke (14)

CL2016-1680

Direct Introduction

Finance

Failed to [C.J.p. 35369]

Pass

Bucio, Royden and sundry others

Burke (14)

Or2016-597

Direct Introduction

Finance

Passed [C.J.p. 35361]

### COMMENDATIONS & DECLARATIONS

"Friends of the Edgewater Library Day" in Chicago  
October 8, 2016

Osterman (48)

R2016-801

Adopted [C.J.p. 35706]

"Irish Rugby Day" in Chicago November 5, 2016

Burke (14)

R2016-846

Adopted [C.J.p. 35667]

"Naason Joaquin Garcia Day" in Chicago  
December 14, 2016

Munoz (22)

R2016-797

Adopted [C.J.p. 35685]

"World Pancreatic Cancer Day" in Chicago  
November 17, 2016

Quinn (13)

R2016-787

Adopted [C.J.p. 35639]

Baez, Javier

Congratulations on being named Co-MVP of 2016  
National League Championship Series

Villegas (36), Tunney (44)

R2016-808

Adopted [C.J.p. 35691]

Berry, Joe (Field Training Off.)

Retirement from Chicago Police Department

Curtis (18)

R2016-822

Adopted [C.J.p. 85674]

Billings, Patricia (Crossing Guard)

Retirement from Chicago Police Department

Foulkes (16)

R2016-795

Adopted [C.J.p. 35668]

### COMMENDATIONS & DECLARATIONS

Brown, David (P.O.)

Retirement from Chicago Police Department

Curtis (18)

R2016-827

Adopted [C.J.p. 35675]

Ceja, Anthony (Lt.)

Retirement from Chicago Police Department

Curtis (18)

R2016-819

Adopted [C.J.p. 35676]

Chicago Blues All Stars, The

40th anniversary

Dowell (3)

R2016-872

Adopted [C.J.p. 35631]

Collins, Annalisa (Crossing Guard)

Retirement from Chicago Police Department

Foulkes (16)

R2016-796

Adopted [C.J.p. 35669]

Family Matters Literacy Program

Recognition of Tutoring Program and November 1,  
2016 declared "Family Matters Literacy Day" in  
Chicago

Moore (49)

R2016-865

Adopted [C.J.p. 35707]

Foster, Henry (P.O.)

Retirement from Chicago Police Department

Curtis (18)

R2016-826

Adopted [C.J.p. 35677]

Guerra, Cindy (Sgt.)

Life-saving rescue

Emanuel (Mayor)

R2016-838

Adopted [C.J.p. 34646]

Laboy, Evelyn

Retirement from Chicago Police Department

Reboyas (30)

R2016-868

Adopted [C.J.p. 35686]

Leary, Joseph F., Jr.

Retirement from Irish American Partnership

Burke (14)

R2016-849

Adopted [C.J.p. 35660]

McCraney, Bridgett (P.O.)

Retirement from Chicago Police Department

Curtis (18)

R2016-825

Adopted [C.J.p. 35678]

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### COMMENDATIONS & DECLARATIONS

McGhee, Jerry (P.O.)  
Retirement from Chicago Police Department  
Curtis (18) R2016-824  
Adopted [C.J.p. 35679]  
McWilliams, Brendan (P.O.)  
Retirement from Chicago Police Department  
Foulkes (16) R2016-790  
Adopted [C.J.p. 35670]  
Medrano, Patrick (Sgt.)  
Retirement from Chicago Police Department  
Curtis (18) R2016-820  
Adopted [C.J.p. 35680]  
Morris, Kenneth (P.O.)  
Retirement from Chicago Police Department  
Foulkes (16) R2016-793  
Adopted [C.J.p. 35671]  
Northwestern University Feinberg School of Medicine  
Congratulations to Global Health Initiative Fund  
Osterman (48) R2016-800  
Adopted [C.J.p. 35705]  
Okonski, Raymond (Sgt.)  
Retirement from Chicago Police Department  
Curtis (18) R2016-821  
Adopted [C.J.p. 35681]  
Parker, Anthony (P.O.)  
Retirement from Chicago Police Department  
Foulkes (16) R2016-791  
Adopted [C.J.p. 35671]  
Polish Film Festival  
Recognition for contributions for cultural contributions  
Villegas (36) R2016-810  
Adopted [C.J.p. 35690]  
Rooney, Jo Ann (Dr.)  
Congratulations on installation as President of Loyola University Chicago  
Burke (14) R2016-851  
Adopted [C.J.p. 35661]

### COMMENDATIONS & DECLARATIONS

Saint Clare of Montefalco Parish  
100th anniversary  
Burke (14) R2016-852  
Adopted [C.J.p. 35662]  
Sampson, Sherman (P.O.)  
Retirement from Chicago Police Department  
Foulkes (16) R2016-792  
Adopted [C.J.p. 35672]  
Santana, Daniel (Fire Engineer)  
Retirement from Chicago Fire Department  
Reboyas (30) R2016-798  
Adopted [C.J.p. 35753]  
Sauganash Woman's Club  
19th anniversary  
Laurino (39) R2016-812  
Adopted [C.J.p. 35700]  
Sheahan, James  
Congratulations for athletic accomplishments and longstanding support for Special Children's Charities/Special Olympics Chicago Programs  
Burke (14) R2016-854  
Adopted [C.J.p. 35664]  
Shirley, Helen (Crossing Guard)  
Retirement from Chicago Police Department  
Curtis (18) R2016-829  
Adopted [C.J.p. 35682]  
Smith, James (Sgt.)  
Retirement from Chicago Police Department  
Foulkes (16) R2016-794  
Adopted [C.J.p. 35673]  
Stewart, Keith (P.O.)  
Retirement from Chicago Police Department  
Foulkes (16) R2016-789  
Adopted [C.J.p. 35674]  
Stubbs, Pernessia (P.O.)  
Retirement from Chicago Police Department  
Curtis (18) R2016-828  
Adopted [C.J.p. 35683]

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### COMMENDATIONS & DECLARATIONS

Sugrue, Mary  
 Congratulations on appointment of Chief  
 Executive Officer of Irish American Partnership  
 Burke (14) R2016-856  
 Adopted [C.J.p. 35665]  
 Swedish American Museum  
 Recognition for contributions to Andersonville  
 Community  
 Osterman (48), Tunney (44) R2016-806  
 Adopted [C.J.p. 35706]  
 Swietokrzyskie Community  
 Congratulations on rich history and contributions  
 to Chicago  
 Reboyras (30), Taliaferro (29) R2016-799  
 Adopted [C.J.p. 35687]  
 Thee Maxwell, Holle  
 71st birthday  
 Dowell (3) R2016-870  
 Adopted [C.J.p. 35632]  
 Watkins, Robert (P.O.)  
 Retirement from Chicago Police Department  
 Curtis (18) R2016-823  
 Adopted [C.J.p. 35684]  
 Wayman, Eleanor  
 100th birthday  
 Arena (45) R2016-864  
 Adopted [C.J.p. 35703]  
 Weil, Edward S., Jr.  
 Congratulations on receipt of Alder and Sullivan  
 Award and November 6, 2016 declared "Edward  
 S. Weil, Jr. Day" in Chicago  
 Burke (14) R2016-860  
 Adopted [C.J.p. 35666]  
 Wong, Bernarda Lo and Wong, Esther  
 Gratitude for service to citizens of Chicago  
 Emanuel (Mayor), Solis (25) R2016-839  
 Adopted [C.J.p. 34648]

### COMMITTEE/PUBLIC HEARINGS

Committee on Finance  
 Call for Committee chairman to gather information  
 for possible appeal of Illinois Appellate Court  
 decision to stop Rock Island Clean Line LLC  
 project to deliver wind energy electricity to Illinois  
 customers  
 Lopez (15), and Others R2016-742  
 Referred [C.J.p. 34588] Finance  
 Adopted [C.J.p. 34693]

### DONATION OF CITY EQUIPMENT

Capulhauc, State of Mexico, Mexico  
 Ambulance  
 Cardenas (12) O2016-7600  
 Referred [C.J.p. 34586] Finance  
 Passed [C.J.p. 34691]

### FINANCE FUNDS

Motor Fuel Tax  
 City of Chicago  
 Expenditure of funds allocated for year 2017  
 Emanuel (Mayor) O2016-7962  
 Referred [C.J.p. 34669] Budget  
Policemen's Annuity and Benefit Fund of Chicago  
 Tax Levy requirement for Year 2017, and 2015  
 Required Funding Resolution for Year 2016 as  
 Amended  
 Dept./Agency R2016-785  
 Referred [C.J.p. 34688] Finance

### HISTORICAL LANDMARKS

Permit Fee Waivers  
 Ollestad, Wyatt  
 11307 S St Lawrence Ave  
 Beale (9) Or2016-629  
 Referred [C.J.p. 35739] Zoning  
 Valworks Properties LLC - 5940 N Sheridan Series  
 2  
 5940 N Sheridan Rd  
 Osterman (48) Or2016-616  
 Referred [C.J.p. 35771] Zoning

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### ILLINOIS, STATE OF

Call for support of House Bill 4297 and Senate Bill 2356 and call for Illinois General Assembly to adopt Research Dogs and Cats Adoption Act

Smith (43), and Others R2016-837  
Referred [C.J.p. 35766] Health & Environment

### LAWSUITS/SETTLEMENTS

#### Lawsuits

Patrice Robinson v. City of Chicago and John Gorman, cited as 15 L 818

Dept./Agency Or2016-596  
Direct Introduction Finance  
Passed [C.J.p. 35360]

Shannon Spalding and Daniel Echeverria v. City of Chicago, Juan Rivera, James O'Grady, Nicholas Roti, Maurice Barnes, Robert Cesario, Joseph Salemme and Thomas Mills, cited as 12 CV 8777

Dept./Agency Or2016-595  
Direct Introduction Finance  
Passed [C.J.p. 35359]

### MUNICIPAL CODE AMENDMENTS

#### Title 1 - General Provisions

##### Ch. 4 Code Adoption-Organization

1-4-100 modifying provision for interpretation of language by adding Code references to wards by number having no accompanying boundary or other geographic description

Emanuel (Mayor) O2016-7983  
Referred [C.J.p. 34658] Budget

##### Ch. 23 Qualifications Relating to City Business or City Benefits

1-23-040 modifying provisions governing failure to maintain eligibility to do business with City

Emanuel (Mayor) O2016-7988  
Referred [C.J.p. 34659] Budget

#### Title 2 - City Government & Administration

##### Ch. 12 City Clerk

2-12-010 modifying powers and duties of City Clerk

Emanuel (Mayor) O2016-7983  
Referred [C.J.p. 34658] Budget

##### Ch. 14 Dept. of Administrative Hearings

2-14-074 (d) replacing term "defendant" with "respondent"

Emanuel (Mayor) O2016-7988  
Referred [C.J.p. 34659] Budget

### MUNICIPAL CODE AMENDMENTS

#### Title 2 - City Government & Administration

##### Ch. 14 Dept. of Administrative Hearings

2-14-130 (c) adding One-Call Adjudicatory Process established in Chapter 10-21 to list of agencies not affected by Chapter 2-14

Emanuel (Mayor) O2016-7983  
Referred [C.J.p. 34658] Budget

2-14-132 (l) subjecting any impounded vehicle to possessory lien in favor of City in amount required to obtain release of vehicle

Emanuel (Mayor) O2016-7983  
Referred [C.J.p. 34658] Budget

##### Ch. 16 Animal Care & Control

2-16-010 (new) establishing City department to be known as Chicago Animal Care and Control, and its composition

Emanuel (Mayor) O2016-7983  
Referred [C.J.p. 34658] Budget

2-16-015 (new) (a) thru (j) establishing powers and duties of Executive Director

Emanuel (Mayor) O2016-7983  
Referred [C.J.p. 34658] Budget

2-16-020 (new) providing for assumption of rights, powers and duties of Commission on Animal Care and Control, and succession under existing contracts, grant or loan agreements or programs

Emanuel (Mayor) O2016-7983  
Referred [C.J.p. 34658] Budget

##### Ch. 32 Dept. of Finance

2-32-520 (a) (b) (e) (h) (k) (l) (m) (q) (r) modifying provisions for purchase of investments by Comptroller and Treasurer

Emanuel (Mayor) O2016-7981  
Referred [C.J.p. 34660] Finance

2-32-525 modifying provision for minimum credit quality

Emanuel (Mayor) O2016-7981  
Referred [C.J.p. 34660] Finance

2-32-615 (new) requiring persons supervised by Treasurer and who are authorized to execute investment transactions to undergo training sessions

Emanuel (Mayor) O2016-7981  
Referred [C.J.p. 34660] Finance

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### MUNICIPAL CODE AMENDMENTS

#### Title 2 - City Government & Administration

##### Ch. 32 Dept. of Finance

2-32-622 (new) (a) thru (i) establishing investment vehicle to be known as Chicago Community Catalyst Fund (CCCCF)

Emanuel (Mayor) O2016-7981

Referred [C.J.p. 34660] Finance

##### Ch. 45 Dept. of Planning & Development

2-45-160 (new) establishing Tax Increment Financing "Back to Basics" reform to disallow creation, maintenance and continuance of redevelopment plans unless blight, vacancy or obsolescence and satisfaction of "but-for" test conditions exist

Munoz (22), and Others O2016-8118

Referred [C.J.p. 35746] Finance

##### Ch. 51 Commissioner of Fleet & Facility Management

2-51-050 (l) (kk) (ll) (mm) modifying powers and duties of Commissioner of Fleet and Facility Management to include establishment of City-wide Environmental, Health and Safety Compliance Program

Emanuel (Mayor) O2016-7983

Referred [C.J.p. 34658] Budget

##### Ch. 92 Dept. of Purchases, Contracts & Supplies

2-92-412 (a) thru (f) authorizing Chief Procurement Officer to increase bid preference allocation to any qualified prime contractor bidder if majority of its employees are City residents, and give higher incentive if its employees reside in socio-economically disadvantaged areas

Emanuel (Mayor), Thompson O2016-7955

Referred [C.J.p. 34660] Budget

2-92-535 (a) (b) (d) modifying provisions governing mentoring program to include additional requirements for prime contractors and award of additional credit

Emanuel (Mayor), Mitchell (7) O2016-7956

Referred [C.J.p. 34661] Budget

##### Ch. 102 Dept. of Transportation

2-102-030 (u) (w) adding power and duty of Commissioner to administer Chapter 10-21 and serve ex officio as director of One-Call Adjudicatory Process

Emanuel (Mayor) O2016-7983

Referred [C.J.p. 34658] Budget

### MUNICIPAL CODE AMENDMENTS

#### Title 2 - City Government & Administration

##### Ch. 102 Dept. of Transportation

2-102-080 (a) (b) modifying provisions governing legal descriptions, addresses and vacation of public way easements

Emanuel (Mayor) O2016-7981

Referred [C.J.p. 34660] Finance

##### Ch. 106 Dept. of Water Management

2-106-040 (a) thru (n) modifying powers and duties of Commissioner of Water Management

Emanuel (Mayor) O2016-7983

Referred [C.J.p. 34658] Budget

##### Ch. 112 Dept. of Public Health

2-112-240 removing repealing paragraph regarding clinical health services agreements

Emanuel (Mayor) O2016-7983

Referred [C.J.p. 34658] Budget

2-112-270 (a) (b) (c) modifying provisions governing contaminated food or beverage controls

Emanuel (Mayor) O2016-7988

Referred [C.J.p. 34659] Budget

##### Ch. 120 Commissioners & Commissions

2-120-010 (new) establishing Commission on Animal Care and Control, and its composition

Emanuel (Mayor) O2016-7983

Referred [C.J.p. 34658] Budget

2-120-020 (new) establishing duties of Commission on Animal Care and Control

Emanuel (Mayor) O2016-7983

Referred [C.J.p. 34658] Budget

#### Title 3 - Revenue & Finance

##### Ch. 4 Uniform Revenue Procedures

3-4-100 (k) establishing conditions for application of credits for tax liabilities

Emanuel (Mayor) O2016-7981

Referred [C.J.p. 34660] Finance

3-4-120 (c) (d) (f) modifying provisions for statute of limitations on tax

Emanuel (Mayor) O2016-7981

Referred [C.J.p. 34660] Finance

3-4-186 adding checkout bag and tour boat operator taxes as annual return taxes

Emanuel (Mayor) O2016-7981

Referred [C.J.p. 34660] Finance

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### MUNICIPAL CODE AMENDMENTS

#### Title 3 - Revenue & Finance

##### Ch. 20 Tour Boat Operator Tax Ordinance

3-20-010 (new) establishing new chapter to be known and cited as Tour Boat Operator Tax Ordinance

Emanuel (Mayor) O2016-7981

Referred [C.J.p. 34660] Finance

3-20-020 (new) (a) thru (d) imposing tax on all persons operating tour boats in City in addition to tax imposed by Section 4-156-020

Emanuel (Mayor) O2016-7981

Referred [C.J.p. 34660] Finance

##### Ch. 32 Chicago Personal Property Lease Transaction Tax

3-32-020 (new) (g) (k) modifying definition of department and lease price or rental price

Emanuel (Mayor) O2016-7981

Referred [C.J.p. 34660] Finance

##### Ch. 46 Chicago Ground Transportation Tax

3-46-040 (new) (e) adding provision requiring any person to pay tax imposed by Chapter and Metropolitan Pier and Exposition Authority Airport Departure Tax for and on day of departure

Emanuel (Mayor) O2016-7981

Referred [C.J.p. 34660] Finance

##### Ch. 50 Chicago Checkout Bag Tax Ordinance

3-50-010 (new) establishing chapter to known and cited as Chicago Checkout Bag Tax Ordinance

Emanuel (Mayor) O2016-7981

Referred [C.J.p. 34660] Finance

3-50-020 (new) defining checkout bag, paper carryout bag, plastic carryout bag, customer, and related terminology

Emanuel (Mayor) O2016-7981

Referred [C.J.p. 34660] Finance

3-50-030 (new) imposing tax on checkout bags at \$0.07 per bag

Emanuel (Mayor) O2016-7981

Referred [C.J.p. 34660] Finance

3-50-040 (new) (a) (b) (c) establishing liability for payment of tax

Emanuel (Mayor) O2016-7981

Referred [C.J.p. 34660] Finance

### MUNICIPAL CODE AMENDMENTS

#### Title 3 - Revenue & Finance

##### Ch. 50 Chicago Checkout Bag Tax Ordinance

3-50-050 (new) (a) thru (d) providing for collection, remittance and payment of tax

Emanuel (Mayor) O2016-7981

Referred [C.J.p. 34660] Finance

3-50-060 (new) (a) (b) providing for tax payments and returns

Emanuel (Mayor) O2016-7981

Referred [C.J.p. 34660] Finance

3-50-070 (new) (a) thru (g) establishing guidelines for returns and payments after implementation of tax and future tax rate increases

Emanuel (Mayor) O2016-7981

Referred [C.J.p. 34660] Finance

3-50-080 (new) requiring every person collecting tax to keep accurate books and records of business or activity

Emanuel (Mayor) O2016-7981

Referred [C.J.p. 34660] Finance

3-50-090 (new) requiring wholesalers or stores to collect tax

Emanuel (Mayor) O2016-7981

Referred [C.J.p. 34660] Finance

3-50-100 (new) authorizing Comptroller to appoint one or more persons as collection agents for tax

Emanuel (Mayor) O2016-7981

Referred [C.J.p. 34660] Finance

3-50-110 (new) (a) thru (d) providing for tax exemptions and credits

Emanuel (Mayor) O2016-7981

Referred [C.J.p. 34660] Finance

3-50-120 (new) requiring every wholesaler or store to register with Department within 30 days of effective date of Chapter

Emanuel (Mayor) O2016-7981

Referred [C.J.p. 34660] Finance

3-50-130 (new) establishing provisions of Uniform Revenue Procedures Ordinance to supplement Chapter for silent provisions

Emanuel (Mayor) O2016-7981

Referred [C.J.p. 34660] Finance

3-50-140 (new) requiring all tax proceeds to be deposited in Corporate fund

Emanuel (Mayor) O2016-7981

Referred [C.J.p. 34660] Finance

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### MUNICIPAL CODE AMENDMENTS

#### Title 3 - Revenue & Finance

##### Ch. 56 Wheel Tax Licenses

3-56-040 (c) capitalizing term "City Clerk" and modifying provision regarding wheel tax license

Emanuel (Mayor) O2016-7983

Referred [C.J.p. 34658] Budget

3-56-070 capitalizing term "City Clerk" and modifying provision governing wheel tax license emblems

Emanuel (Mayor) O2016-7983

Referred [C.J.p. 34658] Budget

#### Title 4 - Businesses, Occupations & Consumer Protection

##### Ch. 4 General Licensing Provisions

4-4-280 (b) (c) modifying provisions for license revocation

Emanuel (Mayor) O2016-7983

Referred [C.J.p. 34658] Budget

##### Ch. 5 License Fees for Title 4 Licenses

4-5-010 capitalizing term "Commissioner of Business Affairs and Consumer Protection" and imposing pharmaceutical representative license fee of \$1,500

Emanuel (Mayor) O2016-7983

Referred [C.J.p. 34658] Budget

##### Ch. 6 Regulated Business License

4-6-010 (c) adding pharmaceutical representative to list of regulated business licenses

Emanuel (Mayor) O2016-7983

Referred [C.J.p. 34658] Budget

4-6-060 (c) modifying provision for legal duties of licensee of tattooing, body piercing or tanning business

Emanuel (Mayor) O2016-7983

Referred [C.J.p. 34658] Budget

4-6-190 (e) modifying provision for legal duties of licensee of board-up company business

Emanuel (Mayor) O2016-7983

Referred [C.J.p. 34658] Budget

4-6-230 (f) modifying provision for legal duties of licensee of motor vehicle booting business

Emanuel (Mayor) O2016-7983

Referred [C.J.p. 34658] Budget

### MUNICIPAL CODE AMENDMENTS

#### Title 4 - Businesses, Occupations & Consumer Protection

##### Ch. 6 Regulated Business License

4-6-250 (d) modifying provision for legal duties of licensee of expediter company business

Emanuel (Mayor) O2016-7983

Referred [C.J.p. 34658] Budget

4-6-260 (d) modifying provision for legal duties of licensee of expediter business owned sole proprietor

Emanuel (Mayor) O2016-7983

Referred [C.J.p. 34658] Budget

4-6-280 (d) modifying provision for legal duties of licensee of home repair business

Emanuel (Mayor) O2016-7983

Referred [C.J.p. 34658] Budget

4-6-310 (new) (a) thru (k) establishing regulations on pharmaceutical representatives, including licenses, disclosures, ethical standards, and penalty for violations

Emanuel (Mayor) O2016-7983

Referred [C.J.p. 34658] Budget

##### Ch. 8 Food Establishments

4-8-036 (a) modifying general requirements for mobile food vendors

Emanuel (Mayor) O2016-7983

Referred [C.J.p. 34658] Budget

##### Ch. 13 Short Term Residential Intermediaries and Advertising Platforms

4-13-205 modifying license fee provision under Article II as set forth in Section 4-5-010

Emanuel (Mayor) O2016-7988

Referred [C.J.p. 34659] Budget

4-13-305 modifying license fee provision under Article III as set forth in Section 4-5-010

Emanuel (Mayor) O2016-7988

Referred [C.J.p. 34659] Budget

##### Ch. 14 Shared Housing Units

4-14-080 (c) modifying provisions governing suspension or revocation of share housing unit registration

Emanuel (Mayor) O2016-7988

Referred [C.J.p. 34659] Budget



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### MUNICIPAL CODE AMENDMENTS

#### Title 4 - Businesses, Occupations & Consumer Protection

##### Ch. 17 Restricted Residential Zones

4-17-010 adding definition of legal voter and modifying meaning of primary residence under Section 4-14-010

Emanuel (Mayor) O2016-7983

Referred [C.J.p. 34658] Budget

##### Ch. 28 Drain Layers

4-28-060 modifying insurance requirement for drain layer's license applicant

Emanuel (Mayor) O2016-7983

Referred [C.J.p. 34658] Budget

##### Ch. 36 Licensing of General Contractors

4-36-090 (a) thru (e) modifying insurance requirement for general contractor license applicant

Emanuel (Mayor) O2016-7983

Referred [C.J.p. 34658] Budget

##### Ch. 60 Liquor Dealers

4-60-022 (27.393) allow issuance of additional alcoholic liquor licenses on portions of N Halsted St

Burnett (27) O2016-7447

Referred [C.J.p. 34595] License

Passed [C.J.p. 35375]

4-60-022 (30.3) disallow issuance of additional alcoholic liquor licenses on portions of W Fullerton Ave

Reboyas (30) O2016-7345

Referred [C.J.p. 34599] License

Passed [C.J.p. 35376]

4-60-022 (32.23) allow issuance of additional alcoholic liquor licenses on portions of N Milwaukee Ave

Waguespack (32) O2016-7992

Referred [C.J.p. 35755] License

4-60-023 (19.34 thru 19.38) disallow issuance of additional package goods licenses on portions of S Kedzie Ave

O'Shea (19) O2016-7529

Referred [C.J.p. 34589] License

Passed [C.J.p. 35381]

### MUNICIPAL CODE AMENDMENTS

#### Title 4 - Businesses, Occupations & Consumer Protection

##### Ch. 60 Liquor Dealers

4-60-023 (19.39) disallow issuance of additional package goods licenses on portions of W 103rd St

O'Shea (19) O2016-7529

Referred [C.J.p. 34589] License

Passed [C.J.p. 35381]

4-60-023 (19.40) disallow issuance of additional package goods licenses on portions of S Pulaski Rd

O'Shea (19) O2016-7529

Referred [C.J.p. 34589] License

Passed [C.J.p. 35381]

4-60-023 (21.48) allow issuance of additional package goods licenses on portions of W 87th St

Brookins (21) O2016-7923

Referred [C.J.p. 35746] License

4-60-023 (27.44) allow issuance of additional package goods licenses on portions of N Cleveland Ave

Burnett (27) O2016-6418

Referred [C.J.p. 32475] License

Passed [C.J.p. 35383]

4-60-023 (36.35) allow issuance of additional package goods licenses on portions of N Central Ave

Villegas (36) O2016-6420

Referred [C.J.p. 32490] License

Passed [C.J.p. 35384]

4-60-023 (5.33) allow issuance of additional package goods licenses on portions of E 47th Dr

King (4), Hairston (5) O2016-7593

Referred [C.J.p. 34581] License

Passed [C.J.p. 35378]

4-60-023 (8.11) disallow issuance of additional package goods licenses on portions of E 79th St

Harris (8) O2016-7679

Referred [C.J.p. 34583] License

Passed [C.J.p. 35380]

4-60-025 deleting text "as amended" from provision restricting additional late hour licenses

Emanuel (Mayor) O2016-7983

Referred [C.J.p. 34658] Budget

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### MUNICIPAL CODE AMENDMENTS

#### Title 4 - Businesses, Occupations & Consumer Protection

##### Ch. 64 Tobacco Dealers

4-64-210 modifying provision governing posting of warning to minors regarding restriction on sale of tobacco or tobacco products

Emanuel (Mayor) O2016-7988  
Referred [C.J.p. 34659] Budget

4-64-240 (a) modifying provision for revocation of retail tobacco licenses

Emanuel (Mayor) O2016-7983  
Referred [C.J.p. 34658] Budget

4-64-245 (a) modifying provision for nonrenewal of retail tobacco licenses

Emanuel (Mayor) O2016-7983  
Referred [C.J.p. 34658] Budget

##### Ch. 68 Ambulances

4-68-150 modifying insurance requirement for ambulance owner

Emanuel (Mayor) O2016-7983  
Referred [C.J.p. 34658] Budget

##### Ch. 75 Childrens Services Facility

4-75-080 modifying insurance requirement for licensee under Chapter

Emanuel (Mayor) O2016-7983  
Referred [C.J.p. 34658] Budget

##### Ch. 83 Heliports

4-83-070 (a) modifying insurance requirement for heliport owner

Emanuel (Mayor) O2016-7983  
Referred [C.J.p. 34658] Budget

##### Ch. 144 Weapons

4-144-060 (a) modifying insurance requirement for licensee under Chapter

Emanuel (Mayor) O2016-7983  
Referred [C.J.p. 34658] Budget

##### Ch. 151 License - Application and Issuance Procedures

4-151-070 modifying insurance requirement for licensee under Chapter

Emanuel (Mayor) O2016-7983  
Referred [C.J.p. 34658] Budget

### MUNICIPAL CODE AMENDMENTS

#### Title 4 - Businesses, Occupations & Consumer Protection

##### Ch. 156 Amusements

4-156-020 (a) (j) (k) providing for rate of tax imposed on buyer of ticket or other license in resale transaction

Emanuel (Mayor) O2016-7981  
Referred [C.J.p. 34660] Finance

4-156-030 (a) modifying provision for collection, payment and accounting of tax

Emanuel (Mayor) O2016-7981  
Referred [C.J.p. 34660] Finance

4-156-620 (a) modifying insurance requirement for indoor special event license applicant

Emanuel (Mayor) O2016-7983  
Referred [C.J.p. 34658] Budget

##### Ch. 168 Bicycle Messenger Services

4-168-050 (a) modifying insurance requirement for bicycle messenger service license applicant

Emanuel (Mayor) O2016-7983  
Referred [C.J.p. 34658] Budget

##### Ch. 232 Motor Vehicle Storage & Sales

4-232-070 (b) modifying insurance requirement for valet parking operator license applicant

Emanuel (Mayor) O2016-7983  
Referred [C.J.p. 34658] Budget

4-232-080 (f) modifying provision governing valet parking operations

Emanuel (Mayor) O2016-7983  
Referred [C.J.p. 34658] Budget

##### Ch. 236 Parking Lot & Garage Operations Tax

4-236-020 (d) excluding tax imposition for parking in lot or garage owned or operated by Chicago Transit Authority, Chicago Park District or other governmental body

Emanuel (Mayor) O2016-7981  
Referred [C.J.p. 34660] Finance

##### Ch. 244 Peddlers

4-244-010 modifying definition of public place, public way and special event

Emanuel (Mayor) O2016-7366  
Referred [C.J.p. 32532] License  
Passed [C.J.p. 35386]

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### MUNICIPAL CODE AMENDMENTS

#### Title 4 - Businesses, Occupations & Consumer Protection

##### Ch. 244 Peddlers

4-244-030 (a) excluding street peddler license requirement for selling, offering or exposing for sale, or soliciting any person to purchase only newspapers, periodicals, pamphlets, or other similar items on public way, but prohibiting such activity in vehicular traffic lanes

|                         |            |
|-------------------------|------------|
| Emanuel (Mayor)         | O2016-7366 |
| Referred [C.J.p. 32532] | License    |
| Passed [C.J.p. 35386]   |            |

4-244-090 capitalizing term "City Clerk"

|                         |            |
|-------------------------|------------|
| Emanuel (Mayor)         | O2016-7366 |
| Referred [C.J.p. 32532] | License    |
| Passed [C.J.p. 35386]   |            |

4-244-140 (a) (b) capitalizing terms "City Council" and "City Clerk", and modifying peddling prohibitions during game days and event days on public way surrounding Wrigley Field

|                         |            |
|-------------------------|------------|
| Emanuel (Mayor)         | O2016-7366 |
| Referred [C.J.p. 32532] | License    |
| Passed [C.J.p. 35386]   |            |

4-244-141(b) (f) capitalizing term "City"

|                         |            |
|-------------------------|------------|
| Emanuel (Mayor)         | O2016-7366 |
| Referred [C.J.p. 32532] | License    |
| Passed [C.J.p. 35386]   |            |

4-244-163 requiring any performer to carry and display permit while performing in public place

|                         |            |
|-------------------------|------------|
| Emanuel (Mayor)         | O2016-7366 |
| Referred [C.J.p. 32532] | License    |
| Passed [C.J.p. 35386]   |            |

4-244-164 (a) (b) modifying duties and prohibited acts of performers in any public place

|                         |            |
|-------------------------|------------|
| Emanuel (Mayor)         | O2016-7366 |
| Referred [C.J.p. 32532] | License    |
| Passed [C.J.p. 35386]   |            |

##### Ch. 280 Cable Communication

4-280-140 (a) modifying provisions governing insurance, bonds and indemnity requirements for franchise holders

|                         |            |
|-------------------------|------------|
| Emanuel (Mayor)         | O2016-7983 |
| Referred [C.J.p. 34658] | Budget     |

### MUNICIPAL CODE AMENDMENTS

#### Title 7 - Health & Safety

##### Ch. 12 Animal Care & Control

7-12-010 section repealed

|                         |            |
|-------------------------|------------|
| Emanuel (Mayor)         | O2016-7983 |
| Referred [C.J.p. 34658] | Budget     |

7-12-015 section repealed

|                         |            |
|-------------------------|------------|
| Emanuel (Mayor)         | O2016-7983 |
| Referred [C.J.p. 34658] | Budget     |

7-12-020 adding definition of Department and modifying description of animal control center, animal control officer, Commission, and related terminology

|                         |            |
|-------------------------|------------|
| Emanuel (Mayor)         | O2016-7983 |
| Referred [C.J.p. 34658] | Budget     |

7-12-050 (a) thru (f) capitalizing terms "Executive Director", "Department" and "Administrative Hearings"

|                         |            |
|-------------------------|------------|
| Emanuel (Mayor)         | O2016-7983 |
| Referred [C.J.p. 34658] | Budget     |

7-12-050 (g) replacing Commission with Department

|                         |            |
|-------------------------|------------|
| Emanuel (Mayor)         | O2016-7983 |
| Referred [C.J.p. 34658] | Budget     |

7-12-050 modifying insurance requirement for dangerous animals

|                         |            |
|-------------------------|------------|
| Emanuel (Mayor)         | O2016-7983 |
| Referred [C.J.p. 34658] | Budget     |

7-12-051 (a) (b) capitalizing term "Executive Director" and replacing Commission with Department

|                         |            |
|-------------------------|------------|
| Emanuel (Mayor)         | O2016-7983 |
| Referred [C.J.p. 34658] | Budget     |

7-12-052 (a) (d) (e) capitalizing term "Executive Director"

|                         |            |
|-------------------------|------------|
| Emanuel (Mayor)         | O2016-7983 |
| Referred [C.J.p. 34658] | Budget     |

7-12-060 capitalizing term "Executive Director" and replacing Commission with Department

|                         |            |
|-------------------------|------------|
| Emanuel (Mayor)         | O2016-7983 |
| Referred [C.J.p. 34658] | Budget     |

7-12-065 (a) (b) (c) modifying provision governing impoundment of dogs and cats, and compulsory sterilization and microchip implantation

|                         |            |
|-------------------------|------------|
| Emanuel (Mayor)         | O2016-7983 |
| Referred [C.J.p. 34658] | Budget     |

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### MUNICIPAL CODE AMENDMENTS

#### Title 7 - Health & Safety

##### Ch. 12 Animal Care & Control

7-12-070 capitalizing term "Executive Director"

Emanuel (Mayor) O2016-7983

Referred [C.J.p. 34658] Budget

7-12-080 (a) (b) capitalizing term "Executive Director" and replacing Commission with Department

Emanuel (Mayor) O2016-7983

Referred [C.J.p. 34658] Budget

7-12-090 (a) thru (d) (f) capitalizing term "Executive Director"

Emanuel (Mayor) O2016-7983

Referred [C.J.p. 34658] Budget

7-12-110 capitalizing term "Executive Director" and replacing Commission with Department

Emanuel (Mayor) O2016-7983

Referred [C.J.p. 34658] Budget

7-12-115 (a) (b) (c) capitalizing term "Executive Director" and replacing Commission with Department

Emanuel (Mayor) O2016-7983

Referred [C.J.p. 34658] Budget

7-12-120 (a) thru (d) capitalizing terms "Executive Director", "Administrative Hearings" and replacing Commission with Department

Emanuel (Mayor) O2016-7983

Referred [C.J.p. 34658] Budget

7-12-130 capitalizing term "Executive Director"

Emanuel (Mayor) O2016-7983

Referred [C.J.p. 34658] Budget

7-12-140 (d) capitalizing term "Code"

Emanuel (Mayor) O2016-7983

Referred [C.J.p. 34658] Budget

7-12-150 (a) (b) capitalizing term "City Clerk"

Emanuel (Mayor) O2016-7983

Referred [C.J.p. 34658] Budget

7-12-160 capitalizing term "City Clerk"

Emanuel (Mayor) O2016-7983

Referred [C.J.p. 34658] Budget

7-12-185 (c) thru (f) capitalizing terms "Executive Director", "Department" and "Administrative Hearings"

Emanuel (Mayor) O2016-7983

Referred [C.J.p. 34658] Budget

### MUNICIPAL CODE AMENDMENTS

#### Title 7 - Health & Safety

##### Ch. 12 Animal Care & Control

7-12-190 replacing Commission with Department

Emanuel (Mayor) O2016-7983

Referred [C.J.p. 34658] Budget

7-12-200 capitalizing terms "Executive Director" and "City Clerk"

Emanuel (Mayor) O2016-7983

Referred [C.J.p. 34658] Budget

7-12-210 capitalizing term "Executive Director"

Emanuel (Mayor) O2016-7983

Referred [C.J.p. 34658] Budget

7-12-220 capitalizing term "Executive Director"

Emanuel (Mayor) O2016-7983

Referred [C.J.p. 34658] Budget

7-12-230 capitalizing term "Executive Director"

Emanuel (Mayor) O2016-7983

Referred [C.J.p. 34658] Budget

7-12-240 capitalizing term "Executive Director"

Emanuel (Mayor) O2016-7983

Referred [C.J.p. 34658] Budget

7-12-260 (d) (j) (k) (m) capitalizing term "Executive Director"

Emanuel (Mayor) O2016-7983

Referred [C.J.p. 34658] Budget

7-12-290 (i) capitalizing term "Executive Director" and replacing Commission with Department

Emanuel (Mayor) O2016-7983

Referred [C.J.p. 34658] Budget

7-12-300 replacing Chicago commission on animal care and control with Department

Emanuel (Mayor) O2016-7983

Referred [C.J.p. 34658] Budget

7-12-310 replacing Commission with Department

Emanuel (Mayor) O2016-7983

Referred [C.J.p. 34658] Budget

7-12-320 replacing Chicago commission on animal care and control with Department

Emanuel (Mayor) O2016-7983

Referred [C.J.p. 34658] Budget

7-12-340 replacing Commission with Department

Emanuel (Mayor) O2016-7983

Referred [C.J.p. 34658] Budget

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### MUNICIPAL CODE AMENDMENTS

#### Title 7 - Health & Safety

##### Ch. 12 Animal Care & Control

7-12-360 capitalizing term "Executive Director" and replacing Commission with Department

Emanuel (Mayor) O2016-7983

Referred [C.J.p. 34658] Budget

7-12-390 replacing Commission with Department

Emanuel (Mayor) O2016-7983

Referred [C.J.p. 34658] Budget

7-12-400 replacing Commission with Department

Emanuel (Mayor) O2016-7983

Referred [C.J.p. 34658] Budget

##### Ch. 28 Health Nuisances

7-28-235 (c) capitalizing term "Comptroller" within provision governing City refuse collection

Emanuel (Mayor) O2016-7988

Referred [C.J.p. 34659] Budget

7-28-785 (i) modifying non-emergency abatement provision for violation of collection bins regulation

Emanuel (Mayor) O2016-7983

Referred [C.J.p. 34658] Budget

##### Ch. 30 Plastic Bag & Film Plastic Recycling

##### Ordinance

7-30-020 (a) (b) (c) (e) modifying recycling program requirements

Emanuel (Mayor) O2016-7981

Referred [C.J.p. 34660] Finance

#### Title 9 - Vehicles, Traffic & Rail Transportation

##### Ch. 4 Traffic Definitions & General Provisions

9-4-010 modifying definition of parking meter zone

Emanuel (Mayor) O2016-7981

Referred [C.J.p. 34660] Finance

##### Ch. 64 Parking Regulations

9-64-090 (g) (h) modifying provisions governing residential parking daily permits, and extending expiration of pilot program to December 31, 2017

Emanuel (Mayor) O2016-7983

Referred [C.J.p. 34658] Budget

9-64-090 (h) allowing 35th Ward into not-for-profit one-day residential permit parking pilot program and extend expiration date to December 31, 2017

Ramirez-Rosa (35) O2016-8213

Referred [C.J.p. 35757] Pedestrian and Traffic Safety

### MUNICIPAL CODE AMENDMENTS

#### Title 9 - Vehicles, Traffic & Rail Transportation

##### Ch. 64 Parking Regulations

9-64-165 (new) (a) thru (i) establishing commercial loading zone program

Emanuel (Mayor) O2016-7981

Referred [C.J.p. 34660] Finance

9-64-190 (a) (c) prohibiting stopping, standing or parking of any vehicle in commercial loading zone in violation of requirements

Emanuel (Mayor) O2016-7981

Referred [C.J.p. 34660] Finance

9-64-190 (a) modifying parking meter zone regulations

Emanuel (Mayor) O2016-7988

Referred [C.J.p. 34659] Budget

9-64-200 (a) assigning power to Parking Administrator to cause installation of parking meters

Emanuel (Mayor) O2016-7981

Referred [C.J.p. 34660] Finance

9-64-205 (c) (f) (g) (h) modifying provisions governing parking meter rates

Emanuel (Mayor) O2016-7981

Referred [C.J.p. 34660] Finance

9-64-205 (f) (g) assigning power to Parking Administrator to control parking meter rates, and imposing rate of \$3.50 per 15 minutes in commercial loading zones

Emanuel (Mayor) O2016-7981

Referred [C.J.p. 34660] Finance

9-64-206 (c) (12) authorizing parking meter operation on portions of W Erie St and W Huron St

Emanuel (Mayor) O2016-7981

Referred [C.J.p. 34660] Finance

9-64-206 (g) (h) authorizing all commercial loading zones to operate 24 hours per day unless otherwise posted

Emanuel (Mayor) O2016-7981

Referred [C.J.p. 34660] Finance

##### Ch. 68 Restricted Parking-Permits & Regulations

9-68-020 (new) (a) thru (k) repealing existing section and inserting new Section governing residential parking permits

Emanuel (Mayor) O2016-7983

Referred [C.J.p. 34658] Budget

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### MUNICIPAL CODE AMENDMENTS

#### Title 9 - Vehicles, Traffic & Rail Transportation

##### Ch. 68 Restricted Parking-Permits & Regulations

9-68-021 (a) (b) (c) modifying provisions governing sale of residential parking permits

Emanuel (Mayor) O2016-7983

Referred [C.J.p. 34658] Budget

##### Ch. 72 Size & Weight Limits

9-72-070 (d) modifying insurance requirement for issuance of special permits

Emanuel (Mayor) O2016-7983

Referred [C.J.p. 34658] Budget

##### Ch. 76 Vehicle Equipment

9-76-160 (a) (b) modifying provisions requiring registration plate for every vehicle subject to requirements of Illinois Vehicle Code, and imposing fine for violation thereof

Emanuel (Mayor) O2016-7983

Referred [C.J.p. 34658] Budget

##### Ch. 80 Miscellaneous Rules

9-80-140 (b) modifying provision prohibiting removal from vehicle of residential zone parking, residential parking daily, or professional service parking permit without consent of owner

Emanuel (Mayor) O2016-7983

Referred [C.J.p. 34658] Budget

##### Ch. 92 Impounding & Relocation of Vehicles

9-92-080 (f) subjecting any impounded vehicle to possessory lien in favor of City in amount required to obtain release of vehicle

Emanuel (Mayor) O2016-7983

Referred [C.J.p. 34658] Budget

9-92-100 (a) (e) modifying provisions for disposal of unclaimed vehicles

Emanuel (Mayor) O2016-7983

Referred [C.J.p. 34658] Budget

##### Ch. 100 Admin. Adjudication of Parking or Compliance Violations

9-100-020 (b) adding fine of \$140 for violation of Section 9-64-190(c)

Emanuel (Mayor) O2016-7981

Referred [C.J.p. 34660] Finance

9-100-020 imposing fines for violation of Section 9-68-020 (a) (b) (c)

Emanuel (Mayor) O2016-7983

Referred [C.J.p. 34658] Budget

### MUNICIPAL CODE AMENDMENTS

#### Title 9 - Vehicles, Traffic & Rail Transportation

##### Ch. 108 Horse-Drawn Carriages

9-108-080 (b) (c) (d) modifying insurance requirement for horse-drawn carriage license applicant

Emanuel (Mayor) O2016-7983

Referred [C.J.p. 34658] Budget

##### Ch. 110 Pedicabs

9-110-080 (b) (c) (d) modifying insurance requirement for pedicab license applicant

Emanuel (Mayor) O2016-7983

Referred [C.J.p. 34658] Budget

##### Ch. 112 Public Passenger Vehicles

9-112-090 modifying provision for license renewal and application

Emanuel (Mayor) O2016-7981

Referred [C.J.p. 34660] Finance

9-112-100 (a) (c) modifying provisions governing qualifications for license or renewal

Emanuel (Mayor) O2016-7981

Referred [C.J.p. 34660] Finance

9-112-110 (a) (b) (c) modifying provisions for investigation and issuance of license

Emanuel (Mayor) O2016-7981

Referred [C.J.p. 34660] Finance

9-112-330 (a) modifying insurance requirements for licensee under Chapter

Emanuel (Mayor) O2016-7983

Referred [C.J.p. 34658] Budget

##### Ch. 114 Public Passenger Vehicles other than Taxicabs

9-114-170 (a) modifying insurance requirements for licensee under Chapter

Emanuel (Mayor) O2016-7983

Referred [C.J.p. 34658] Budget

##### Ch. 115 Transportation Network Providers

9-115-090 (b) modifying insurance requirements for transportation network provider license applicant

Emanuel (Mayor) O2016-7983

Referred [C.J.p. 34658] Budget

9-115-150 (b) capitalizing term "Commissioner"

Emanuel (Mayor) O2016-7988

Referred [C.J.p. 34659] Budget

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### MUNICIPAL CODE AMENDMENTS

#### Title 9 - Vehicles, Traffic & Rail Transportation

##### Ch. 116 School Vehicle Registration

9-116-050 modifying insurance requirements for owner/operator of school vehicle

Emanuel (Mayor) O2016-7983

Referred [C.J.p. 34658] Budget

#### Title 10 - Streets, Public Ways, Parks, Airports & Harbors

##### Ch. 20 Work On & Under Public Ways

10-20-115 modifying insurance requirement for public way license

Emanuel (Mayor) O2016-7983

Referred [C.J.p. 34658] Budget

10-20-415 (b) modifying insurance requirement for driveway plans and specifications

Emanuel (Mayor) O2016-7983

Referred [C.J.p. 34658] Budget

10-20-510 (a) thru (e) modifying provision governing use of nonstandard surface material on sidewalks, including insurance requirements therefor

Emanuel (Mayor) O2016-7983

Referred [C.J.p. 34658] Budget

##### Ch. 21 Chicago Underground Facilities Damage Prevention Ordinance

10-21-010 (new) establishing Chapter to be known and cited as Chicago Underground Facilities Damage Prevention Ordinance

Emanuel (Mayor) O2016-7983

Referred [C.J.p. 34658] Budget

10-21-020 (new) defining CDOT, DIGGER, emergency excavation or demolition, underground facility and related terminology

Emanuel (Mayor) O2016-7983

Referred [C.J.p. 34658] Budget

10-21-030 (new) (a) (b) establishing powers of Commissioner, his/her authority to investigate Chapter violations, and to administer and enforce provisions

Emanuel (Mayor) O2016-7983

Referred [C.J.p. 34658] Budget

10-21-040 (new) (a) thru (d) requiring every person that owns or operates underground facility to become member of DIGGER by January 1, 2017

Emanuel (Mayor) O2016-7983

Referred [C.J.p. 34658] Budget

### MUNICIPAL CODE AMENDMENTS

#### Title 10 - Streets, Public Ways, Parks, Airports & Harbors

##### Ch. 21 Chicago Underground Facilities Damage Prevention Ordinance

10-21-050 (new) (a) (b) (c) establishing required actions for every person engaged in non-emergency excavation or demolition

Emanuel (Mayor) O2016-7983

Referred [C.J.p. 34658] Budget

10-21-060 (new) (a) thru (d) establishing underground facility markings

Emanuel (Mayor) O2016-7983

Referred [C.J.p. 34658] Budget

10-21-070 (new) prohibiting any third-party from removal, alteration or damaging markings, flags, or stakes in underground facilities

Emanuel (Mayor) O2016-7983

Referred [C.J.p. 34658] Budget

10-21-080 (new) establishing required actions of persons responsible in event of damage to underground facilities

Emanuel (Mayor) O2016-7983

Referred [C.J.p. 34658] Budget

10-21-090 (new) (a) (b) (c) providing for liability or financial responsibility, or otherwise, of CDOT, DIGGER or residential property owner

Emanuel (Mayor) O2016-7983

Referred [C.J.p. 34658] Budget

10-21-100 (new) (a) (b) establishing limitation on liability

Emanuel (Mayor) O2016-7983

Referred [C.J.p. 34658] Budget

10-21-110 (new) (a) (b) establishing penalty provisions for Chapter violations

Emanuel (Mayor) O2016-7983

Referred [C.J.p. 34658] Budget

10-21-120 (new) requiring any person to reimburse any cost due to negligent damage of underground facility causing emergency telephone system outage

Emanuel (Mayor) O2016-7983

Referred [C.J.p. 34658] Budget

10-21-130 (new) establishing Chicago Underground Facilities Damage Prevention Fund

Emanuel (Mayor) O2016-7983

Referred [C.J.p. 34658] Budget

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### MUNICIPAL CODE AMENDMENTS

#### Title 10 - Streets, Public Ways, Parks, Airports & Harbors

##### Ch. 21 Chicago Underground Facilities Damage Prevention Ordinance

10-21-210 (new) authorizing Chapter compliance enforcement thru One-Call Adjudicatory Process  
Emanuel (Mayor) O2016-7983  
Referred [C.J.p. 34658] Budget

10-21-220 (new) (a) thru (g) establishing powers and duties of Commissioner of Transportation  
Emanuel (Mayor) O2016-7983  
Referred [C.J.p. 34658] Budget

10-21-230 (new) (a) (b) (c) authorizing Director to establish evaluation panel  
Emanuel (Mayor) O2016-7983  
Referred [C.J.p. 34658] Budget

10-21-240 (new) (a) (b) (c) establishing qualifications and manner of appointment of Administrative Law Officer  
Emanuel (Mayor) O2016-7983  
Referred [C.J.p. 34658] Budget

10-21-270 (new) (a) thru (d) providing for inspection, administrative notice of violation and pre-payment  
Emanuel (Mayor) O2016-7983  
Referred [C.J.p. 34658] Budget

10-21-280 (new) (a) thru (e) establishing guidelines for issuing notices before any administrative adjudication proceedings  
Emanuel (Mayor) O2016-7983  
Referred [C.J.p. 34658] Budget

10-21-290 (new) (a) (b) providing guidelines to Evaluation Panel for issuing recommendation, decision and request for review  
Emanuel (Mayor) O2016-7983  
Referred [C.J.p. 34658] Budget

10-21-300 (new) (a) (b) (c) authorizing Administrative Law Officer to issue subpoenas  
Emanuel (Mayor) O2016-7983  
Referred [C.J.p. 34658] Budget

10-21-310 (new) (a) thru (l) establishing guidelines for review hearings  
Emanuel (Mayor) O2016-7983  
Referred [C.J.p. 34658] Budget

### MUNICIPAL CODE AMENDMENTS

#### Title 10 - Streets, Public Ways, Parks, Airports & Harbors

##### Ch. 21 Chicago Underground Facilities Damage Prevention Ordinance

10-21-320 (new) (a) (b) establishing rule for failure of respondent or his/her attorney to appear at hearings  
Emanuel (Mayor) O2016-7983  
Referred [C.J.p. 34658] Budget

10-21-330 (new) authorizing Administrative Law Officer to vacate any order entered by default and set new hearing date upon petition  
Emanuel (Mayor) O2016-7983  
Referred [C.J.p. 34658] Budget

10-21-340 (new) (a) thru (d) enumerating incidents of violation orders and establishing fine and penalty therefor  
Emanuel (Mayor) O2016-7983  
Referred [C.J.p. 34658] Budget

10-21-350 (new) subjecting final decision by Administrative Law Officer to review under Illinois Administrative Review Law  
Emanuel (Mayor) O2016-7983  
Referred [C.J.p. 34658] Budget

10-21-360 (new) (a) thru (d) establishing guidelines for enforcement  
Emanuel (Mayor) O2016-7983  
Referred [C.J.p. 34658] Budget

10-21-370 (new) providing for accrual of interest on any debt due and owing at rate set for interest upon judgments  
Emanuel (Mayor) O2016-7983  
Referred [C.J.p. 34658] Budget

10-21-380 (new) requiring all fines under Chapter to be remitted to Dept. of Finance  
Emanuel (Mayor) O2016-7983  
Referred [C.J.p. 34658] Budget

##### Ch. 28 Structures On & Under Public Ways

10-28-015 (e) modifying insurance requirements for public way use permits  
Emanuel (Mayor) O2016-7983  
Referred [C.J.p. 34658] Budget

10-28-281.2 (d) modifying insurance requirement for canopy permits  
Emanuel (Mayor) O2016-7983  
Referred [C.J.p. 34658] Budget



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### MUNICIPAL CODE AMENDMENTS

#### Title 10 - Streets, Public Ways, Parks, Airports & Harbors

##### Ch. 28 Structures On & Under Public Ways

10-28-540 modifying provision governing care of sidewalks

Emanuel (Mayor) O2016-7988

Referred [C.J.p. 34659] Budget

10-28-660 (c) modifying insurance requirement for contractors of advertising benches

Emanuel (Mayor) O2016-7983

Referred [C.J.p. 34658] Budget

10-28-794 (a) modifying insurance requirement for erection of refuse compactor or grease container on public way

Emanuel (Mayor) O2016-7983

Referred [C.J.p. 34658] Budget

10-28-799 (d) modifying insurance requirement for dumpsters/roll off boxes on public way

Emanuel (Mayor) O2016-7983

Referred [C.J.p. 34658] Budget

10-28-815 modifying insurance requirement for sidewalk café permits

Emanuel (Mayor) O2016-7983

Referred [C.J.p. 34658] Budget

##### Ch. 32 Trees, Plants & Shrubs

10-32-080 (c) modifying insurance requirement for work on parkways

Emanuel (Mayor) O2016-7983

Referred [C.J.p. 34658] Budget

##### Ch. 36 Parks, Playgrounds & Airports

10-36-330 (a) (c) (d) (e) (f) modifying fees for parking at airport public parking stations

Emanuel (Mayor) O2016-7981

Referred [C.J.p. 34660] Finance

10-36-330 (g) thru (k) capitalizing term "Commissioner of Aviation"

Emanuel (Mayor) O2016-7988

Referred [C.J.p. 34659] Budget

##### Ch. 40 Chicago Harbor

10-40-091 modifying insurance requirement for renting vessel or providing fishing entertainment or passenger services on vessel within harbor

Emanuel (Mayor) O2016-7983

Referred [C.J.p. 34658] Budget

### MUNICIPAL CODE AMENDMENTS

#### Title 10 - Streets, Public Ways, Parks, Airports & Harbors

##### Ch. 8 Use Of Public Ways & Places

10-8-332 (b) (d) (e) adding staggered nonrefundable processing fee associated with application for athletic event permit

Emanuel (Mayor) O2016-7981

Referred [C.J.p. 34660] Finance

10-8-335 (c) (g) adding staggered nonrefundable processing fee associated with application for outdoor special event permit

Emanuel (Mayor) O2016-7981

Referred [C.J.p. 34660] Finance

10-8-520 prohibiting any person from selling, exposing for sale, or soliciting any person to purchase any article or service, except as otherwise provided in Code

Emanuel (Mayor) O2016-7366

Referred [C.J.p. 32532] License

Passed [C.J.p. 35386]

#### Title 11 - Utilities & Environmental Protection

##### Ch. 5 Chicago Recycling Ordinance

11-5-030 (d) modifying notice provisions for violation of section governing contracts with private haulers

Emanuel (Mayor) O2016-7983

Referred [C.J.p. 34658] Budget

##### Ch. 12 Water Supply & Service

11-12-130 modifying provision governing use of water hose

Emanuel (Mayor) O2016-7983

Referred [C.J.p. 34658] Budget

11-12-290 modifying provision governing temporary use of water from fire hydrant

Emanuel (Mayor) O2016-7983

Referred [C.J.p. 34658] Budget

11-12-420 modifying provision governing payment of water rates or charges

Emanuel (Mayor) O2016-7983

Referred [C.J.p. 34658] Budget

11-12-530 restoring language regarding certification of payment in transfers of real property

Emanuel (Mayor) O2016-7983

Referred [C.J.p. 34658] Budget

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### MUNICIPAL CODE AMENDMENTS

#### Title 11 - Utilities & Environmental Protection

##### Ch. 12 Water Supply & Service

11-12-531 restoring language providing for certificate of payment regarding condominiums and townhomes

Emanuel (Mayor) O2016-7983  
Referred [C.J.p. 34658] Budget

#### Title 13 - Building & Construction

##### Ch. 4 Definitions

13-4-010 modifying definition of chimney, elevator escalator and related terminology

Emanuel (Mayor) O2016-7988  
Referred [C.J.p. 34659] Budget

##### Ch. 12 Enforcement of Building, Electrical & Fire Regulations

13-12-125 (c) modifying insurance requirement for vacant buildings

Emanuel (Mayor) O2016-7983  
Referred [C.J.p. 34658] Budget

##### Ch. 20 Building Inspection

13-20-090 modifying insurance requirement for mechanical amusement riding devices

Emanuel (Mayor) O2016-7983  
Referred [C.J.p. 34658] Budget

13-20-700 (a) (b) modifying bond requirement for erecting, maintaining and removing signs

Emanuel (Mayor) O2016-7983  
Referred [C.J.p. 34658] Budget

##### Ch. 24 Building Board of Appeals

13-24-060 (a) modifying appeal procedure for one-family dwellings and miscellaneous buildings and structures

Emanuel (Mayor) O2016-7988  
Referred [C.J.p. 34659] Budget

##### Ch. 32 Building Permits

13-32-035 (a) modifying permit assessment as result of stop work order

Emanuel (Mayor) O2016-7988  
Referred [C.J.p. 34659] Budget

13-32-240 modifying bond requirement for building wrecking

Emanuel (Mayor) O2016-7983  
Referred [C.J.p. 34658] Budget

### MUNICIPAL CODE AMENDMENTS

#### Title 13 - Building & Construction

##### Ch. 52 Minimum Design Loads

13-52-200 modifying restriction on loading provision by replacing "executive order" with "Building Commissioner"

Emanuel (Mayor) O2016-7988  
Referred [C.J.p. 34659] Budget

13-52-270 (a) (b) modifying provisions governing rain loads

Emanuel (Mayor) O2016-7988  
Referred [C.J.p. 34659] Budget

##### Ch. 64 Residential Units

13-64-010 renumbering residential building general requirement chapter references regarding chimneys, flues, vents, heating, ventilation, plumbing, and sanitation and electrical requirements

Emanuel (Mayor) O2016-7988  
Referred [C.J.p. 34659] Budget

13-64-150 changing smoke detector standards reference to Chapter 18-27

Emanuel (Mayor) O2016-7988  
Referred [C.J.p. 34659] Budget

13-64-180 changing additional smoke detector standards reference to Chapter 18-27

Emanuel (Mayor) O2016-7988  
Referred [C.J.p. 34659] Budget

13-64-210 changing carbon monoxide detector standards reference to Chapter 18-28

Emanuel (Mayor) O2016-7988  
Referred [C.J.p. 34659] Budget

13-64-270 changing Class B and Class C carbon monoxide detector standards reference to Chapter 18-28

Emanuel (Mayor) O2016-7988  
Referred [C.J.p. 34659] Budget

##### Ch. 68 Business Units

13-68-010 renumbering business unit general requirement chapter references regarding chimneys, flues, vents, heating, ventilation, plumbing, and sanitation and electrical requirements

Emanuel (Mayor) O2016-7988  
Referred [C.J.p. 34659] Budget

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### MUNICIPAL CODE AMENDMENTS

#### Title 13 - Building & Construction

##### Ch. 76 High-Rise Buildings

13-76-030 (b) deleting Section 13-156-460  
reference regarding fire command panels

Emanuel (Mayor) O2016-7988

Referred [C.J.p. 34659] Budget

13-76-080 (a) (g) changing emergency electrical  
systems reference to Chapter 18-27

Emanuel (Mayor) O2016-7988

Referred [C.J.p. 34659] Budget

13-76-100 (c) modifying provision governing  
standard sprinkler systems

Emanuel (Mayor) O2016-7988

Referred [C.J.p. 34659] Budget

##### Ch. 80 Institutional Units

13-80-010 renumbering institutional unit general  
requirement chapter references regarding  
chimneys, flues, vents, heating, ventilation,  
plumbing, and sanitation and electrical  
requirements

Emanuel (Mayor) O2016-7988

Referred [C.J.p. 34659] Budget

##### Ch. 84 Assembly Units

13-84-010 renumbering assembly unit general  
requirement chapter references regarding  
chimneys, flues, vents, heating, ventilation,  
plumbing, and sanitation and electrical  
requirements

Emanuel (Mayor) O2016-7988

Referred [C.J.p. 34659] Budget

13-84-080 (g) changing electrical equipment  
protection requirement reference to Chapter 18-27

Emanuel (Mayor) O2016-7988

Referred [C.J.p. 34659] Budget

13-84-100 (e) changing dampers requirement  
reference to Chapter 18-27

Emanuel (Mayor) O2016-7988

Referred [C.J.p. 34659] Budget

13-84-120 (c) (f) modifying provisions governing  
projection room area and ceiling height and  
ventilation

Emanuel (Mayor) O2016-7988

Referred [C.J.p. 34659] Budget

### MUNICIPAL CODE AMENDMENTS

#### Title 13 - Building & Construction

##### Ch. 88 Open Air Assembly Units

13-88-010 renumbering open air assembly unit  
general requirement chapter references regarding  
chimneys, flues, vents, heating, ventilation,  
plumbing, and sanitation and electrical  
requirements

Emanuel (Mayor) O2016-7988

Referred [C.J.p. 34659] Budget

13-88-140 changing open air assembly unit  
ventilation reference to Chapter 18-28

Emanuel (Mayor) O2016-7988

Referred [C.J.p. 34659] Budget

##### Ch. 96 Miscellaneous Buildings & Structures

13-96-090 changing electric sign and signboard  
general requirement reference to Chapter 18-27

Emanuel (Mayor) O2016-7988

Referred [C.J.p. 34659] Budget

13-96-490 (e) changing temporary toilet facility  
requirement reference to Chapter 18-29

Emanuel (Mayor) O2016-7988

Referred [C.J.p. 34659] Budget

13-96-490 (f) (g) changing electrical wiring, exit  
and emergency lighting requirement reference to  
Chapter 18-27 13-96-660 (b) changing drawing,  
plan and permit requirement reference to Chapter  
18-29

Emanuel (Mayor) O2016-7988

Referred [C.J.p. 34659] Budget

13-96-700 changing walk area requirement  
reference to Chapter 18-29

Emanuel (Mayor) O2016-7988

Referred [C.J.p. 34659] Budget

13-96-730 changing private residential swimming  
pool overflow gutter requirement reference to  
Chapter 18-29

Emanuel (Mayor) O2016-7988

Referred [C.J.p. 34659] Budget

13-96-750 (c) changing swimming pool inlet  
system requirement reference to Chapter 18-29

Emanuel (Mayor) O2016-7988

Referred [C.J.p. 34659] Budget

13-96-760 (b) changing swimming pool outlet  
system requirement reference to Chapter 18-29

Emanuel (Mayor) O2016-7988

Referred [C.J.p. 34659] Budget

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### MUNICIPAL CODE AMENDMENTS

#### Title 13 - Building & Construction

##### Ch. 96 Miscellaneous Buildings & Structures

13-96-780 (a) changing swimming pool electrical requirement reference to Chapter 18-27

Emanuel (Mayor) O2016-7988

Referred [C.J.p. 34659] Budget

13-96-930 changing ventilation definition reference to Chapter 18-28

Emanuel (Mayor) O2016-7988

Referred [C.J.p. 34659] Budget

13-96-940 changing System III emergency lighting requirement reference to Chapter 18-27

Emanuel (Mayor) O2016-7988

Referred [C.J.p. 34659] Budget

##### Ch. 100 Mercantile Units

3-100-010 (should be 13-100-010) renumbering mercantile unit general requirement chapter references regarding chimneys, flues, vents, heating, ventilation, plumbing, and sanitation and electrical requirements

Emanuel (Mayor) O2016-7988

Referred [C.J.p. 34659] Budget

##### Ch. 104 Industrial Units

13-104-010 renumbering industrial unit general requirement chapter references regarding chimneys, flues, vents, heating, ventilation, plumbing, and sanitation and electrical requirements

Emanuel (Mayor) O2016-7988

Referred [C.J.p. 34659] Budget

##### Ch. 108 Storage Units

13-108-010 renumbering storage unit general requirement chapter references regarding chimneys, flues, vents, heating, ventilation, plumbing, and sanitation and electrical requirements

Emanuel (Mayor) O2016-7988

Referred [C.J.p. 34659] Budget

13-108-080 (c) changing gas or oil unit heater requirement reference to Chapter 18-28

Emanuel (Mayor) O2016-7988

Referred [C.J.p. 34659] Budget

13-108-090 changing garage ventilation requirement reference to Chapter 18-28

Emanuel (Mayor) O2016-7988

Referred [C.J.p. 34659] Budget

### MUNICIPAL CODE AMENDMENTS

#### Title 13 - Building & Construction

##### Ch. 112 Hazardous Use Units

13-112-010 renumbering hazardous use unit general requirement chapter references regarding chimneys, flues, vents, heating, ventilation, plumbing, and sanitation and electrical requirements

Emanuel (Mayor) O2016-7988

Referred [C.J.p. 34659] Budget

13-112-020 modifying hazardous unit special requirement chapter references

Emanuel (Mayor) O2016-7988

Referred [C.J.p. 34659] Budget

13-112-030 modifying fire protection requirement chapter references

Emanuel (Mayor) O2016-7988

Referred [C.J.p. 34659] Budget

13-112-080 modifying auxiliary business use chapter references

Emanuel (Mayor) O2016-7988

Referred [C.J.p. 34659] Budget

13-112-090 modifying fire resistive separation chapter references

Emanuel (Mayor) O2016-7988

Referred [C.J.p. 34659] Budget

13-112-120 modifying hazardous use unit general requirement chapter references

Emanuel (Mayor) O2016-7988

Referred [C.J.p. 34659] Budget

13-112-130 modifying Type IA or Type IB construction floor area limitation chapter references

Emanuel (Mayor) O2016-7988

Referred [C.J.p. 34659] Budget

13-112-170 modifying hazardous use unit ventilation requirement chapter references

Emanuel (Mayor) O2016-7988

Referred [C.J.p. 34659] Budget

13-112-180 modifying fire door requirement chapter references

Emanuel (Mayor) O2016-7988

Referred [C.J.p. 34659] Budget

13-112-190 modifying hazardous use unit equipment requirement chapter references

Emanuel (Mayor) O2016-7988

Referred [C.J.p. 34659] Budget

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### MUNICIPAL CODE AMENDMENTS

#### Title 13 - Building & Construction

##### Ch. 112 Hazardous Use Units

13-112-320 modifying hazardous use unit artificial lighting and exit sign chapter references  
Emanuel (Mayor) O2016-7988  
Referred [C.J.p. 34659] Budget

##### Ch. 124 Safeguards During Construction-Building Safety Requirements

13-124-420 modifying insurance requirement for excavation on public way or portion of structure located on property of another  
Emanuel (Mayor) O2016-7983  
Referred [C.J.p. 34658] Budget

##### Ch. 160 Exit Requirements

13-160-690 changing emergency exit lighting requirement reference to Chapter 18-27  
Emanuel (Mayor) O2016-7988  
Referred [C.J.p. 34659] Budget

##### Ch. 172 Natural Light & Ventilation

13-172-030 changing ventilation definition reference to Chapter 18-28  
Emanuel (Mayor) O2016-7988  
Referred [C.J.p. 34659] Budget  
13-172-060 (b) (c) changing light and ventilation requirement reference to Chapter 18-28  
Emanuel (Mayor) O2016-7988  
Referred [C.J.p. 34659] Budget  
13-172-100 changing mechanical ventilation requirement reference to Chapter 18-28  
Emanuel (Mayor) O2016-7988  
Referred [C.J.p. 34659] Budget  
13-172-110 (c) modifying alternative mechanical ventilation chapter references  
Emanuel (Mayor) O2016-7988  
Referred [C.J.p. 34659] Budget

##### Ch. 196 Existing Buildings-Minimum Requirements

13-196-240 (a) modifying automatic fire detector requirement chapter references  
Emanuel (Mayor) O2016-7988  
Referred [C.J.p. 34659] Budget  
13-196-440 modifying gas-fired appliance requirement chapter references  
Emanuel (Mayor) O2016-7988  
Referred [C.J.p. 34659] Budget

### MUNICIPAL CODE AMENDMENTS

#### Title 13 - Building & Construction

##### Ch. 196 Existing Buildings-Minimum Requirements

13-196-730 (b) changing toilet and bathroom light and ventilation requirement reference to Chapter 18-28  
Emanuel (Mayor) O2016-7988  
Referred [C.J.p. 34659] Budget  
13-196-750 modifying heat requirement in factory or workshop  
Emanuel (Mayor) O2016-7988  
Referred [C.J.p. 34659] Budget

##### Ch. 200 Rehabilitation Code

13-200-320 (h) changing emergency electrical system and lighting requirement reference to Chapter 18-27  
Emanuel (Mayor) O2016-7988  
Referred [C.J.p. 34659] Budget  
13-200-370 modifying heat, light and ventilation requirement chapter references  
Emanuel (Mayor) O2016-7988  
Referred [C.J.p. 34659] Budget  
13-200-390 (a) (b) (c) changing mechanical ventilation supply, return and exhaust system requirement reference to Chapter 18-28  
Emanuel (Mayor) O2016-7988  
Referred [C.J.p. 34659] Budget  
13-200-470 changing electrical requirement reference to Chapter 18-27  
Emanuel (Mayor) O2016-7988  
Referred [C.J.p. 34659] Budget  
13-200-480 changing alteration, remodeling or repair standard reference to Chapter 18-27  
Emanuel (Mayor) O2016-7988  
Referred [C.J.p. 34659] Budget

##### Ch. 204 Men's Cubicle Hotels

13-204-030 changing lodging house exceptions reference to Chapter 18-28  
Emanuel (Mayor) O2016-7988  
Referred [C.J.p. 34659] Budget

##### Ch. 208 Temporary Overnight Shelters

13-208-170 changing temporary overnight shelter requirement reference to Chapter 18-29  
Emanuel (Mayor) O2016-7988  
Referred [C.J.p. 34659] Budget

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### MUNICIPAL CODE AMENDMENTS

#### Title 13 - Building & Construction

##### Ch. 208 Temporary Overnight Shelters

13-208-180 changing temporary overnight shelter ventilation requirement reference to Chapter 18-29  
Emanuel (Mayor) O2016-7988  
Referred [C.J.p. 34659] Budget

#### Title 15 - Fire Prevention

##### Ch. 4 Bureau of Fire Prevention

15-4-330 modifying bond requirement for contractors engaged in blasting operations  
Emanuel (Mayor) O2016-7983  
Referred [C.J.p. 34658] Budget  
15-4-470 modifying insurance requirement for qualified license applicants who have passed required under Section 15-4-440  
Emanuel (Mayor) O2016-7983  
Referred [C.J.p. 34658] Budget  
15-4-480 modifying insurance requirement for license under Article VII  
Emanuel (Mayor) O2016-7983  
Referred [C.J.p. 34658] Budget  
15-4-550 modifying insurance requirement for giving display of fireworks on privately owned property  
Emanuel (Mayor) O2016-7983  
Referred [C.J.p. 34658] Budget

##### Ch. 8 Fire-Resistive Requirements

15-8-360 modifying provision governing building roofs covered with Class A, B or C roof coverings  
Emanuel (Mayor) O2016-7988  
Referred [C.J.p. 34659] Budget

##### Ch. 16 Fire Protection Equipment

15-16-140 (a) modifying automatic attic fire detector requirement chapter references  
Emanuel (Mayor) O2016-7988  
Referred [C.J.p. 34659] Budget  
15-16-1510 changing plan approval reference to Chapter 18-27  
Emanuel (Mayor) O2016-7988  
Referred [C.J.p. 34659] Budget

##### Ch. 24 Flammable Liquids

15-24-890 changing furnace foundation requirement reference to Chapter 18-28  
Emanuel (Mayor) O2016-7988  
Referred [C.J.p. 34659] Budget

### MUNICIPAL CODE AMENDMENTS

#### Title 15 - Fire Prevention

##### Ch. 28 Hazardous Materials & Combustible Solids

15-28-680 (b) changing smokeroom floor construction requirement reference to Chapter 18-28  
Emanuel (Mayor) O2016-7988  
Referred [C.J.p. 34659] Budget  
15-28-690 changing portable smokeroom foundation requirement reference to Chapter 18-28  
Emanuel (Mayor) O2016-7988  
Referred [C.J.p. 34659] Budget

#### Title 17 - Chicago Zoning Ordinance

##### Ch. 17 Overlay Districts

17-17-0311-B concerning limitations on rooftop features in Residential Zoning Districts  
Hopkins (2) O2016-7980  
Referred [C.J.p. 35732] Zoning

#### Title 18 - Building Infrastructure

##### Ch. 13 Energy Conservation

18-13-101.5.3 modifying urban heat island provision chapter references  
Emanuel (Mayor) O2016-7988  
Referred [C.J.p. 34659] Budget

##### Ch. 27 Chicago Electrical Code

18-27-305.27 changing lighting fixture requirement reference to Chapter 18-27  
Emanuel (Mayor) O2016-7988  
Referred [C.J.p. 34659] Budget  
18-27-305.41 changing transformer and cord approval reference to Chapter 18-27  
Emanuel (Mayor) O2016-7988  
Referred [C.J.p. 34659] Budget  
18-27-305-19 (a) changing building electrical system labeling requirement reference to Chapter 18-27  
Emanuel (Mayor) O2016-7988  
Referred [C.J.p. 34659] Budget  
18-27-365.2 (b) modifying provision governing cablebus for systems over 600 volts  
Emanuel (Mayor) O2016-7988  
Referred [C.J.p. 34659] Budget  
18-27-384.19 changing fuse requirement reference to Chapter 18-27  
Emanuel (Mayor) O2016-7988  
Referred [C.J.p. 34659] Budget

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#### Title 18 - Building Infrastructure

##### Ch. 28 Mechanical Refrigeration Systems

18-28-1012.3 changing high pressure boiler inspection and repair provisions reference to Section 11-4-900

Emanuel (Mayor) O2016-7988

Referred [C.J.p. 34659] Budget

18-28-506.3.3.2 changing duct-to-hood collar connection exceptions reference to Chapter 18-28

Emanuel (Mayor) O2016-7988

Referred [C.J.p. 34659] Budget

18-28-513.1 changing smoke control systems reference to Chapter 13-76

Emanuel (Mayor) O2016-7988

Referred [C.J.p. 34659] Budget

18-28-603.5.2 changing flexible air connector regulation reference to Chapter 18-28

Emanuel (Mayor) O2016-7988

Referred [C.J.p. 34659] Budget

18-28-606.2.1 changing return air system exceptions reference to Chapter 15-16

Emanuel (Mayor) O2016-7988

Referred [C.J.p. 34659] Budget

18-28-606.3 changing smoke detector installation requirement reference to Chapter 15-16

Emanuel (Mayor) O2016-7988

Referred [C.J.p. 34659] Budget

18-28-606.4 changing smoke detector control system requirement reference to Chapter 13-76

Emanuel (Mayor) O2016-7988

Referred [C.J.p. 34659] Budget

18-28-607 changing ducts and air transfer opening regulations reference to Chapter 15-8

Emanuel (Mayor) O2016-7988

Referred [C.J.p. 34659] Budget

18-28-703.1 renumbering of section governing fuel burning space heating and/or water heating equipment

Emanuel (Mayor) O2016-7988

Referred [C.J.p. 34659] Budget

18-28-805.6 changing decorative shroud regulations reference to Chapter 18-28

Emanuel (Mayor) O2016-7988

Referred [C.J.p. 34659] Budget

### MUNICIPAL CODE AMENDMENTS

#### Title 18 - Building Infrastructure

##### Ch. 29 Water Service Charges & Plumbing Requirements

18-29-105.4.6 renumbering of section governing relief outlet waste

Emanuel (Mayor) O2016-7988

Referred [C.J.p. 34659] Budget

18-29-401.5 (new) requiring WaterSense labeled fixtures and irrigation controllers for new installation or replacement of sprinkler system

Emanuel (Mayor) O2016-7983

Referred [C.J.p. 34658] Budget

18-29-605.3 modifying regulation on lead content of water supply pipe and fittings

Emanuel (Mayor) O2016-7983

Referred [C.J.p. 34658] Budget

18-29-607.2.1A renumbering of section governing piping insulation

Emanuel (Mayor) O2016-7988

Referred [C.J.p. 34659] Budget

18-29-608.3 changing water supply pipe regulations reference to Section 18-29-423

Emanuel (Mayor) O2016-7988

Referred [C.J.p. 34659] Budget

### PARKING

#### Buffer Zones

1800-1931 N Milwaukee Ave

Repeal

Waguespack (32) O2016-7559

Referred [C.J.p. 34569] Pedestrian and Traffic Safety

Passed [C.J.p. 35410] SO2016-7938

3006-3618 W Fullerton Ave

2400-2414 N Albany Ave, 2401-2547 N Kedzie Blvd

Zone No 100 - Extend

Waguespack (32) O2016-8204

Referred [C.J.p. 35723] Pedestrian and Traffic Safety

#### Handicapped

2440 W 106th St

O'Shea (19) O2016-8057

Referred [C.J.p. 35715] Pedestrian and Traffic Safety

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**PARKING**

Handicapped

|                         |                               |
|-------------------------|-------------------------------|
| 1518 W 19th St          |                               |
| Solis (25)              | O2016-7875                    |
| Direct Introduction     | Pedestrian and Traffic Safety |
| Passed [C.J.p. 35400]   | SO2016-7936                   |
| 2132 W 19th St          |                               |
| Solis (25)              | O2016-7891                    |
| Direct Introduction     | Pedestrian and Traffic Safety |
| Passed [C.J.p. 35401]   | SO2016-7936                   |
| 2623 W 21st Pl          |                               |
| Scott, Jr. (24)         | O2016-7907                    |
| Direct Introduction     | Pedestrian and Traffic Safety |
| Passed [C.J.p. 35400]   | SO2016-7936                   |
| 2640 W 21st St          |                               |
| Scott, Jr. (24)         | O2016-7909                    |
| Direct Introduction     | Pedestrian and Traffic Safety |
| Passed [C.J.p. 35400]   | SO2016-7936                   |
| 2647 W 21st St          |                               |
| Scott, Jr. (24)         | O2016-7910                    |
| Direct Introduction     | Pedestrian and Traffic Safety |
| Passed [C.J.p. 35400]   | SO2016-7936                   |
| 2336 W 22nd Pl          |                               |
| Solis (25)              | O2016-8171                    |
| Referred [C.J.p. 35716] | Pedestrian and Traffic Safety |
| 2336 W 22nd Pl          |                               |
| Solis (25)              | O2016-7794                    |
| Direct Introduction     | Pedestrian and Traffic Safety |
| Passed [C.J.p. 35400]   | SO2016-7936                   |
| 818 W 33rd Pl           |                               |
| Thompson (11)           | O2016-7900                    |
| Referred                | Pedestrian and Traffic Safety |
| Passed [C.J.p. 35398]   | SO2016-7936                   |

**PARKING**

Handicapped

|                         |                               |
|-------------------------|-------------------------------|
| 3410 W 38th Pl          |                               |
| Cardenas (12)           | O2016-7904                    |
| Direct Introduction     | Pedestrian and Traffic Safety |
| Passed [C.J.p. 35398]   | SO2016-7936                   |
| 1614 W 38th St          |                               |
| Cardenas (12)           | O2016-8092                    |
| Referred [C.J.p. 35713] | Pedestrian and Traffic Safety |
| 1635 W 38th St          |                               |
| Cardenas (12)           | O2016-7903                    |
| Direct Introduction     | Pedestrian and Traffic Safety |
| Passed [C.J.p. 35398]   | SO2016-7936                   |
| 31 W 40th Pl            |                               |
| Dowell (3)              | O2016-7533                    |
| Referred [C.J.p. 34553] | Pedestrian and Traffic Safety |
| Passed [C.J.p. 35397]   | SO2016-7936                   |
| 3045 W 40th Pl          |                               |
| Cardenas (12)           | O2016-8094                    |
| Referred [C.J.p. 35713] | Pedestrian and Traffic Safety |
| 513 W 42nd Pl           |                               |
| Thompson (11)           | O2016-7901                    |
| Direct Introduction     | Pedestrian and Traffic Safety |
| Passed [C.J.p. 35398]   | SO2016-7936                   |
| 2436 W 45th St          |                               |
| Remove                  |                               |
| Lopez (15)              | O2016-8202                    |
| Referred [C.J.p. 35719] | Pedestrian and Traffic Safety |
| 1368 E 52nd St          |                               |
| King (4)                | O2016-7541                    |
| Referred [C.J.p. 34554] | Pedestrian and Traffic Safety |
| Passed [C.J.p. 35397]   | SO2016-7936                   |
| 3304 W 59th Pl          |                               |
| Zalewski (23)           | O2016-7682                    |
| Referred [C.J.p. 34556] | Pedestrian and Traffic Safety |
| Passed [C.J.p. 35400]   | SO2016-7936                   |



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|                         |                               |  |
|-------------------------|-------------------------------|--|
| 5226 W 64th Pl          |                               |  |
| Remove                  |                               |  |
| Quinn (13)              | O2016-8198                    |  |
| Referred [C.J.p. 35718] | Pedestrian and Traffic Safety |  |
| 6948 W 64th Pl          |                               |  |
| Zalewski (23)           | O2016-7687                    |  |
| Referred [C.J.p. 34557] | Pedestrian and Traffic Safety |  |
| Passed [C.J.p. 35400]   | SO2016-7936                   |  |
| 6318 W 64th St          |                               |  |
| Zalewski (23)           | O2016-7685                    |  |
| Referred [C.J.p. 34556] | Pedestrian and Traffic Safety |  |
| Passed [C.J.p. 35400]   | SO2016-7936                   |  |
| 6649 W 64th St          |                               |  |
| Remove                  |                               |  |
| Zalewski (23)           | O2016-7591                    |  |
| Referred [C.J.p. 34563] | Pedestrian and Traffic Safety |  |
| Passed [C.J.p. 35406]   | SO2016-7936                   |  |
| 3730 W 65th Pl          |                               |  |
| Zalewski (23)           | O2016-7690                    |  |
| Referred [C.J.p. 34557] | Pedestrian and Traffic Safety |  |
| Passed [C.J.p. 35400]   | SO2016-7936                   |  |
| 4524 W 65th St          |                               |  |
| Remove                  |                               |  |
| Quinn (13)              | O2016-7684                    |  |
| Referred [C.J.p. 34563] | Pedestrian and Traffic Safety |  |
| Passed [C.J.p. 35406]   | SO2016-7936                   |  |
| 3630 W 66th St          |                               |  |
| Remove                  |                               |  |
| Quinn (13)              | O2016-7676                    |  |
| Referred [C.J.p. 34563] | Pedestrian and Traffic Safety |  |
| Passed [C.J.p. 35406]   | SO2016-7936                   |  |
| 3844 W 68th St          |                               |  |
| Quinn (13)              | O2016-8035                    |  |
| Referred [C.J.p. 35714] | Pedestrian and Traffic Safety |  |

### PARKING

#### Handicapped

|                         |  |                               |
|-------------------------|--|-------------------------------|
| 1337 E 72nd Pl          |  |                               |
| Harris (8)              |  | O2016-8020                    |
| Referred [C.J.p. 35713] |  | Pedestrian and Traffic Safety |
| 1436 W 80th St          |  |                               |
| Brookins (21)           |  | O2016-7790                    |
| Referred                |  | Pedestrian and Traffic Safety |
| Passed [C.J.p. 35399]   |  | SO2016-7936                   |
| 1636 E 84th St          |  |                               |
| Harris (8)              |  | O2016-7569                    |
| Referred [C.J.p. 34554] |  | Pedestrian and Traffic Safety |
| Passed [C.J.p. 35397]   |  | SO2016-7936                   |
| 238 W 90th Pl           |  |                               |
| Brookins (21)           |  | O2016-7897                    |
| Direct Introduction     |  | Pedestrian and Traffic Safety |
| Passed [C.J.p. 35400]   |  | SO2016-7936                   |
| 1043 E 90th St          |  |                               |
| Harris (8)              |  | O2016-7573                    |
| Referred [C.J.p. 34554] |  | Pedestrian and Traffic Safety |
| Passed [C.J.p. 35397]   |  | SO2016-7936                   |
| 10031 S Aberdeen St     |  |                               |
| Austin (34)             |  | O2016-7710                    |
| Referred [C.J.p. 34559] |  | Pedestrian and Traffic Safety |
| Passed [C.J.p. 35402]   |  | SO2016-7936                   |
| 11441 S Aberdeen St     |  |                               |
| Austin (34)             |  | O2016-7715                    |
| Referred [C.J.p. 34558] |  | Pedestrian and Traffic Safety |
| Passed [C.J.p. 35402]   |  | SO2016-7936                   |
| 5226 W Adams St         |  |                               |
| Taliaferro (29)         |  | O2016-7882                    |
| Direct Introduction     |  | Pedestrian and Traffic Safety |
| Passed [C.J.p. 35402]   |  | SO2016-7936                   |
| 5522 W Adams St         |  |                               |
| Taliaferro (29)         |  | O2016-7869                    |
| Direct Introduction     |  | Pedestrian and Traffic Safety |
| Passed [C.J.p. 35401]   |  | SO2016-7936                   |

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|                         |                               |
|-------------------------|-------------------------------|
| 4851 N Albany Ave       |                               |
| Remove                  |                               |
| Mell (33)               | O2016-8207                    |
| Referred [C.J.p. 35719] | Pedestrian and Traffic Safety |
| 6053 N Albany Ave       |                               |
| Silverstein (50)        | O2016-7664                    |
| Referred [C.J.p. 34561] | Pedestrian and Traffic Safety |
| Passed [C.J.p. 35404]   | SO2016-7936                   |
| 6338 N Artesian Ave     |                               |
| Silverstein (50)        | O2016-7666                    |
| Referred [C.J.p. 34561] | Pedestrian and Traffic Safety |
| Passed [C.J.p. 35404]   | SO2016-7936                   |
| 10935 S Artesian Ave    |                               |
| O'Shea (19)             | O2016-8052                    |
| Referred [C.J.p. 35715] | Pedestrian and Traffic Safety |
| 3027 W Arthington St    |                               |
| Ervin (28)              | O2016-7716                    |
| Referred [C.J.p. 34557] | Pedestrian and Traffic Safety |
| Passed [C.J.p. 35401]   | SO2016-7936                   |
| 2538 W Arthur Ave       |                               |
| Silverstein (50)        | O2016-7849                    |
| Direct Introduction     | Pedestrian and Traffic Safety |
| Passed [C.J.p. 35405]   | SO2016-7936                   |
| 7462 N Ashland Ave      |                               |
| Remove                  |                               |
| Moore (49)              | O2016-6606                    |
| Referred [C.J.p. 32426] | Pedestrian and Traffic Safety |
| Passed [C.J.p. 35407]   | SO2016-7936                   |
| 2158 N Austin Ave       |                               |
| Remove                  |                               |
| Villegas (36)           | O2016-8317                    |
| Referred [C.J.p. 35720] | Pedestrian and Traffic Safety |

### PARKING

#### Handicapped

|                         |                               |
|-------------------------|-------------------------------|
| 10426 S Avenue H        |                               |
| Remove                  |                               |
| Sadlowski Garza (10)    | O2016-7492                    |
| Referred [C.J.p. 34562] | Pedestrian and Traffic Safety |
| Passed [C.J.p. 35406]   | SO2016-7936                   |
| 9633 S Avenue J         |                               |
| Sadlowski Garza (10)    | O2016-7831                    |
| Direct Introduction     | Pedestrian and Traffic Safety |
| Passed [C.J.p. 35398]   | SO2016-7936                   |
| 9631 S Avenue L         |                               |
| Sadlowski Garza (10)    | O2016-7898                    |
| Direct Introduction     | Pedestrian and Traffic Safety |
| Passed [C.J.p. 35398]   | SO2016-7936                   |
| 10111 S Avenue L        |                               |
| Remove                  |                               |
| Sadlowski Garza (10)    | O2016-7489                    |
| Referred [C.J.p. 34562] | Pedestrian and Traffic Safety |
| Passed [C.J.p. 35405]   | SO2016-7936                   |
| 11033 S Avenue L        |                               |
| Sadlowski Garza (10)    | O2016-7834                    |
| Direct Introduction     | Pedestrian and Traffic Safety |
| Passed [C.J.p. 35398]   | SO2016-7936                   |
| 13424 S Avenue L        |                               |
| Sadlowski Garza (10)    | O2016-7827                    |
| Direct Introduction     | Pedestrian and Traffic Safety |
| Passed [C.J.p. 35397]   | SO2016-7936                   |
| 10740 S Avenue N        |                               |
| Sadlowski Garza (10)    | O2016-7830                    |
| Direct Introduction     | Pedestrian and Traffic Safety |
| Passed [C.J.p. 35398]   | SO2016-7936                   |
| 1133 N Avers Ave        |                               |
| Burnett (27)            | O2016-7693                    |
| Referred [C.J.p. 34557] | Pedestrian and Traffic Safety |
| Passed [C.J.p. 35401]   | SO2016-7936                   |

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|-------------------------|-------------------------------|
| 13450 S Baltimore Ave   |                               |
| Sadlowski Garza (10)    | O2016-7833                    |
| Direct Introduction     | Pedestrian and Traffic Safety |
| Passed [C.J.p. 35398]   | SO2016-7936                   |
| 127 S Bell Ave          |                               |
| Burnett (27)            | O2016-8065                    |
| Referred [C.J.p. 35716] | Pedestrian and Traffic Safety |
| 2218 S Bell Ave         |                               |
| Solis (25)              | O2016-7887                    |
| Direct Introduction     | Pedestrian and Traffic Safety |
| Passed [C.J.p. 35400]   | SO2016-7936                   |
| 4205 N Bell Ave         |                               |
| Pawar (47)              | O2016-7634                    |
| Referred [C.J.p. 34564] | Pedestrian and Traffic Safety |
| Passed [C.J.p. 35407]   | SO2016-7936                   |
| 5711 N Bernard St       |                               |
| Laurino (39)            | O2016-8073                    |
| Referred [C.J.p. 35717] | Pedestrian and Traffic Safety |
| 8639 W Berwyn Ave       |                               |
| Napolitano (41)         | O2016-7719                    |
| Referred [C.J.p. 34560] | Pedestrian and Traffic Safety |
| Passed [C.J.p. 35404]   | SO2016-7936                   |
| 2009 W Birchwood Ave    |                               |
| Remove                  |                               |
| Moore (49)              | O2016-7779                    |
| Direct Introduction     | Pedestrian and Traffic Safety |
| Passed [C.J.p. 35407]   | SO2016-7936                   |
| 9421 S Bishop St        |                               |
| Remove                  |                               |
| Brookins (21)           | O2016-7792                    |
| Referred                | Pedestrian and Traffic Safety |
| Passed [C.J.p. 35406]   | SO2016-7936                   |

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#### Handicapped

|                         |                               |
|-------------------------|-------------------------------|
| 8516 S Blackstone Ave   |                               |
| Harris (8)              | O2016-7562                    |
| Referred [C.J.p. 34554] | Pedestrian and Traffic Safety |
| Passed [C.J.p. 35397]   | SO2016-7936                   |
| 649 E Bowen Ave         |                               |
| King (4)                | O2016-7536                    |
| Referred [C.J.p. 34553] | Pedestrian and Traffic Safety |
| Passed [C.J.p. 35397]   | SO2016-7936                   |
| 9127 S Buffalo Ave      |                               |
| Sadlowski Garza (10)    | O2016-7828                    |
| Direct Introduction     | Pedestrian and Traffic Safety |
| Passed [C.J.p. 35398]   | SO2016-7936                   |
| 3622 S Calumet Ave      |                               |
| Dowell (3)              | O2016-7999                    |
| Referred [C.J.p. 35711] | Pedestrian and Traffic Safety |
| 3716 S Calumet Ave      |                               |
| Dowell (3)              | O2016-8000                    |
| Referred [C.J.p. 35712] | Pedestrian and Traffic Safety |
| 3808 S Calumet Ave      |                               |
| Remove                  |                               |
| Dowell (3)              | O2016-7607                    |
| Referred [C.J.p. 34562] | Pedestrian and Traffic Safety |
| Passed [C.J.p. 35405]   | SO2016-7936                   |
| 7041 S Calumet Ave      |                               |
| Sawyer (6)              | O2016-7543                    |
| Referred [C.J.p. 34554] | Pedestrian and Traffic Safety |
| Passed [C.J.p. 35397]   | SO2016-7936                   |
| 6247 N Campbell Ave     |                               |
| Silverstein (50)        | O2016-7674                    |
| Referred [C.J.p. 34561] | Pedestrian and Traffic Safety |
| Passed [C.J.p. 35404]   | SO2016-7936                   |
| 10121 S Carpenter St    |                               |
| Austin (34)             | O2016-7720                    |
| Referred [C.J.p. 34559] | Pedestrian and Traffic Safety |
| Passed [C.J.p. 35402]   | SO2016-7936                   |

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|                               |                               |
|-------------------------------|-------------------------------|
| 4038 W Cermak Rd              |                               |
| Scott, Jr. (24)               | O2016-7884                    |
| Direct Introduction           | Pedestrian and Traffic Safety |
| Passed [C.J.p. 35400]         | SO2016-7936                   |
| 6037 N Christiana Ave         |                               |
| Silverstein (50)              | O2016-8122                    |
| Referred [C.J.p. 35718]       | Pedestrian and Traffic Safety |
| 3415 S Claremont Ave          |                               |
| Cardenas (12)                 | O2016-7902                    |
| Direct Introduction           | Pedestrian and Traffic Safety |
| Passed [C.J.p. 35398]         | SO2016-7936                   |
| 6312 N Claremont Ave          |                               |
| Silverstein (50)              | O2016-7028                    |
| Referred [C.J.p. 32422]       | Pedestrian and Traffic Safety |
| Failed to Pass [C.J.p. 35417] | SO2016-7945                   |
| 8005 S Clyde Ave              |                               |
| Remove                        |                               |
| Harris (8)                    | O2016-7581                    |
| Referred [C.J.p. 34562]       | Pedestrian and Traffic Safety |
| Passed [C.J.p. 35405]         | SO2016-7936                   |
| 8015 S Coles Ave              |                               |
| Mitchell (7)                  | O2016-7842                    |
| Direct Introduction           | Pedestrian and Traffic Safety |
| Passed [C.J.p. 35397]         | SO2016-7936                   |
| 1740 W Columbia Ave           |                               |
| Moore (49)                    | O2016-7851                    |
| Direct Introduction           | Pedestrian and Traffic Safety |
| Passed [C.J.p. 35404]         | SO2016-7936                   |
| 5237 W Congress Pkwy          |                               |
| Remove                        |                               |
| Taliaferro (29)               | O2016-8203                    |
| Referred [C.J.p. 35719]       | Pedestrian and Traffic Safety |

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Handicapped

|                         |                               |
|-------------------------|-------------------------------|
| 7130 S Cornell Ave      |                               |
| Mitchell (7)            | O2016-7841                    |
| Direct Introduction     | Pedestrian and Traffic Safety |
| Passed [C.J.p. 35397]   | SO2016-7936                   |
| 2258 W Coulter St       |                               |
| Solis (25)              | O2016-8096                    |
| Referred [C.J.p. 35716] | Pedestrian and Traffic Safety |
| 2258 W Coulter St       |                               |
| Solis (25)              | O2016-7795                    |
| Direct Introduction     | Pedestrian and Traffic Safety |
| Passed [C.J.p. 35400]   | SO2016-7936                   |
| 8810 S Cregier Ave      |                               |
| Harris (8)              | O2016-8016                    |
| Referred [C.J.p. 35713] | Pedestrian and Traffic Safety |
| 5357 W Crystal St       |                               |
| Mitts (37)              | O2016-7706                    |
| Referred [C.J.p. 34560] | Pedestrian and Traffic Safety |
| Passed [C.J.p. 35403]   | SO2016-7936                   |
| 4354 W Cullerton St     |                               |
| Scott, Jr. (24)         | O2016-7906                    |
| Direct Introduction     | Pedestrian and Traffic Safety |
| Passed [C.J.p. 35400]   | SO2016-7936                   |
| 5219 W Cullom Ave       |                               |
| Sposato (38)            | O2016-8121                    |
| Referred [C.J.p. 35717] | Pedestrian and Traffic Safety |
| 5253 W Cullom Ave       |                               |
| Sposato (38)            | O2016-7711                    |
| Referred [C.J.p. 34560] | Pedestrian and Traffic Safety |
| Passed [C.J.p. 35404]   | SO2016-7936                   |
| 3349 W Cuyler Ave       |                               |
| Mell (33)               | O2016-7866                    |
| Direct Introduction     | Pedestrian and Traffic Safety |
| Passed [C.J.p. 35402]   | SO2016-7936                   |

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|-------------------------------------|----------------|--|
| 8148 S Damen Ave                    |                |  |
| Remove                              |                |  |
| Curtis (18)                         | O2016-7586     |  |
| Referred [C.J.p. 34563]             | Pedestrian and |  |
|                                     | Traffic Safety |  |
| Passed [C.J.p. 35406]               | SO2016-7936    |  |
| 3247 W Diversey Ave                 |                |  |
| Amend                               |                |  |
| Ramirez-Rosa (35)                   | O2016-5681     |  |
| Referred [C.J.p. 29565]             | Pedestrian and |  |
|                                     | Traffic Safety |  |
| Passed [C.J.p. 35405]               | SO2016-7936    |  |
| 8135 S Dorchester Ave               |                |  |
| Harris (8)                          | O2016-8017     |  |
| Referred [C.J.p. 35713]             | Pedestrian and |  |
|                                     | Traffic Safety |  |
| 4327 S Dr Martin Luther King Jr Dr  |                |  |
| Dowell (3)                          | O2016-8004     |  |
| Referred [C.J.p. 35712]             | Pedestrian and |  |
|                                     | Traffic Safety |  |
| 11127 S Dr Martin Luther King Jr Dr |                |  |
| Beale (9)                           | O2016-7845     |  |
| Direct Introduction                 | Pedestrian and |  |
|                                     | Traffic Safety |  |
| Passed [C.J.p. 35397]               | SO2016-7936    |  |
| 4842 N Drake Ave                    |                |  |
| Mell (33)                           | O2016-7865     |  |
| Direct Introduction                 | Pedestrian and |  |
|                                     | Traffic Safety |  |
| Passed [C.J.p. 35402]               | SO2016-7936    |  |
| 4422 S Drexel Blvd                  |                |  |
| King (4)                            | O2016-7539     |  |
| Referred [C.J.p. 34554]             | Pedestrian and |  |
|                                     | Traffic Safety |  |
| Passed [C.J.p. 35397]               | SO2016-7936    |  |
| 4628 S Drexel Blvd                  |                |  |
| King (4)                            | O2016-8089     |  |
| Referred [C.J.p. 35712]             | Pedestrian and |  |
|                                     | Traffic Safety |  |

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|                         |                |  |
|-------------------------|----------------|--|
| 4323 W Drummond Pl      |                |  |
| Santiago (31)           | O2016-7725     |  |
| Referred [C.J.p. 34558] | Pedestrian and |  |
|                         | Traffic Safety |  |
| Passed [C.J.p. 35402]   | SO2016-7936    |  |
| 5058 W Drummond Pl      |                |  |
| Santiago (31)           | O2016-7728     |  |
| Referred [C.J.p. 34558] | Pedestrian and |  |
|                         | Traffic Safety |  |
| Passed [C.J.p. 35402]   | SO2016-7936    |  |
| 1252 W Early Ave        |                |  |
| Remove                  |                |  |
| Osterman (48)           | O2016-7567     |  |
| Referred [C.J.p. 34564] | Pedestrian and |  |
|                         | Traffic Safety |  |
| Passed [C.J.p. 35404]   | SO2016-7936    |  |
| 1814 W Eddy St          |                |  |
| Remove                  |                |  |
| Pawar (47)              | O2016-7651     |  |
| Referred [C.J.p. 34564] | Pedestrian and |  |
|                         | Traffic Safety |  |
| Passed [C.J.p. 35407]   | SO2016-7936    |  |
| 11341 S Eggleston Ave   |                |  |
| Austin (34)             | O2016-7718     |  |
| Referred [C.J.p. 34559] | Pedestrian and |  |
|                         | Traffic Safety |  |
| Passed [C.J.p. 35402]   | SO2016-7936    |  |
| 5951 S Elizabeth St     |                |  |
| Remove                  |                |  |
| Foulkes (16)            | O2016-8205     |  |
| Referred [C.J.p. 35719] | Pedestrian and |  |
|                         | Traffic Safety |  |
| 7044 S Elizabeth St     |                |  |
| Sawyer (6)              | O2016-8013     |  |
| Referred [C.J.p. 35712] | Pedestrian and |  |
|                         | Traffic Safety |  |
| 8115 S Elizabeth St     |                |  |
| Brookins (21)           | O2016-7918     |  |
| Referred [C.J.p. 35715] | Pedestrian and |  |
|                         | Traffic Safety |  |

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| 3645 S Emerald Ave      |                               |
| Remove                  |                               |
| Thompson (11)           | O2016-7699                    |
| Referred [C.J.p. 34562] | Pedestrian and Traffic Safety |
| Passed [C.J.p. 35406]   | SO2016-7936                   |
| 5636 S Emerald Ave      |                               |
| Cochran (20)            | O2016-7893                    |
| Direct Introduction     | Pedestrian and Traffic Safety |
| Passed [C.J.p. 35399]   | SO2016-7936                   |
| 5907 S Emerald Ave      |                               |
| Cochran (20)            | O2016-7894                    |
| Direct Introduction     | Pedestrian and Traffic Safety |
| Passed [C.J.p. 35399]   | SO2016-7936                   |
| 8736 S Emerald Ave      |                               |
| Brookins (21)           | O2016-7888                    |
| Direct Introduction     | Pedestrian and Traffic Safety |
| Passed [C.J.p. 35399]   | SO2016-7936                   |
| 8914 S Escanaba Ave     |                               |
| Sadlowski Garza (10)    | O2016-7829                    |
| Direct Introduction     | Pedestrian and Traffic Safety |
| Passed [C.J.p. 35398]   | SO2016-7936                   |
| 8932 S Escanaba Ave     |                               |
| Sadlowski Garza (10)    | O2016-7832                    |
| Direct Introduction     | Pedestrian and Traffic Safety |
| Passed [C.J.p. 35398]   | SO2016-7936                   |
| 8143 S Evans Ave        |                               |
| Harris (8)              | O2016-8018                    |
| Referred [C.J.p. 35713] | Pedestrian and Traffic Safety |
| 3524 W Franklin Blvd    |                               |
| Burnett (27)            | O2016-7694                    |
| Referred [C.J.p. 34557] | Pedestrian and Traffic Safety |
| Passed [C.J.p. 35401]   | SO2016-7936                   |

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|                         |                               |
|-------------------------|-------------------------------|
| 4452 W George St        |                               |
| Santiago (31)           | O2016-7730                    |
| Referred [C.J.p. 34558] | Pedestrian and Traffic Safety |
| Passed [C.J.p. 35402]   | SO2016-7936                   |
| 5014 W Gunnison St      |                               |
| Remove                  |                               |
| Arena (45)              | O2016-5454                    |
| Referred [C.J.p. 27910] | Pedestrian and Traffic Safety |
| Passed [C.J.p. 35407]   | SO2016-7936                   |
| 1018 N Hamlin Ave       |                               |
| Burnett (27)            | O2016-8067                    |
| Referred [C.J.p. 35716] | Pedestrian and Traffic Safety |
| 1134 N Hamlin Ave       |                               |
| Burnett (27)            | O2016-7696                    |
| Referred [C.J.p. 34557] | Pedestrian and Traffic Safety |
| Passed [C.J.p. 35401]   | SO2016-7936                   |
| 1135 N Hamlin Ave       |                               |
| Burnett (27)            | O2016-7698                    |
| Referred [C.J.p. 34557] | Pedestrian and Traffic Safety |
| Passed [C.J.p. 35401]   | SO2016-7936                   |
| 5315 S Hamlin Ave       |                               |
| Zalewski (23)           | O2016-7654                    |
| Referred [C.J.p. 34556] | Pedestrian and Traffic Safety |
| Passed [C.J.p. 35400]   | SO2016-7936                   |
| 2623 N Harding Ave      |                               |
| Remove                  |                               |
| Santiago (31)           | O2016-7483                    |
| Referred [C.J.p. 34563] | Pedestrian and Traffic Safety |
| Passed [C.J.p. 35406]   | SO2016-7936                   |
| 5316 S Harding Ave      |                               |
| Zalewski (23)           | O2016-7657                    |
| Referred [C.J.p. 34556] | Pedestrian and Traffic Safety |
| Passed [C.J.p. 35400]   | SO2016-7936                   |

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|-------------------------|-------------------------------|
| 5476 S Harper Ave       |                               |
| Hairston (5)            | O2016-7839                    |
| Direct Introduction     | Pedestrian and Traffic Safety |
| Passed [C.J.p. 35397]   | SO2016-7936                   |
| 8249 S Harper Ave       |                               |
| Harris (8)              | O2016-7566                    |
| Referred [C.J.p. 34554] | Pedestrian and Traffic Safety |
| Passed [C.J.p. 35397]   | SO2016-7936                   |
| 8714 S Harper Ave       |                               |
| Harris (8)              | O2016-8019                    |
| Referred [C.J.p. 35713] | Pedestrian and Traffic Safety |
| 9448 S Harvard Ave      |                               |
| Brookins (21)           | O2016-7896                    |
| Direct Introduction     | Pedestrian and Traffic Safety |
| Passed [C.J.p. 35399]   | SO2016-7936                   |
| 903 N Hermitage Ave     |                               |
| Moreno (1)              | O2016-7836                    |
| Direct Introduction     | Pedestrian and Traffic Safety |
| Passed [C.J.p. 35397]   | SO2016-7936                   |
| 4534 S Hermitage Ave    |                               |
| Lopez (15)              | O2016-8042                    |
| Referred [C.J.p. 35714] | Pedestrian and Traffic Safety |
| 4534 S Hermitage Ave    |                               |
| Lopez (15)              | O2016-7878                    |
| Direct Introduction     | Pedestrian and Traffic Safety |
| Passed [C.J.p. 35399]   | SO2016-7936                   |
| 4842 S Hermitage Ave    |                               |
| Lopez (15)              | O2016-7602                    |
| Referred [C.J.p. 34555] | Pedestrian and Traffic Safety |
| Passed [C.J.p. 35399]   | SO2016-7936                   |
| 8346 S Hermitage Ave    |                               |
| Brookins (21)           | O2016-7784                    |
| Referred                | Pedestrian and Traffic Safety |
| Passed [C.J.p. 35399]   | SO2016-7936                   |

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|                         |                               |
|-------------------------|-------------------------------|
| 8907 S Hermitage Ave    |                               |
| Brookins (21)           | O2016-7921                    |
| Referred [C.J.p. 35715] | Pedestrian and Traffic Safety |
| 2456 S Homan Ave        |                               |
| Remove                  |                               |
| Munoz (22)              | O2016-8060                    |
| Referred [C.J.p. 35719] | Pedestrian and Traffic Safety |
| 5430 S Honore St        |                               |
| Foulkes (16)            | O2016-7631                    |
| Referred [C.J.p. 34555] | Pedestrian and Traffic Safety |
| Passed [C.J.p. 53599]   | SO2016-7936                   |
| 6343 S Honore St        |                               |
| Lopez (15)              | O2016-7877                    |
| Direct Introduction     | Pedestrian and Traffic Safety |
| Passed [C.J.p. 35399]   | SO2016-7936                   |
| 7706 W Hortense Ave     |                               |
| Napolitano (41)         | O2016-7109                    |
| Referred [C.J.p. 32421] | Pedestrian and Traffic Safety |
| Passed [C.J.p. 35404]   | SO2016-7936                   |
| 6234 N Hoyne Ave        |                               |
| Remove                  |                               |
| Silverstein (50)        | O2016-8330                    |
| Referred [C.J.p. 35720] | Pedestrian and Traffic Safety |
| 5259 W Iowa St          |                               |
| Mitts (37)              | O2016-7858                    |
| Direct Introduction     | Pedestrian and Traffic Safety |
| Passed [C.J.p. 35404]   | SO2016-7936                   |
| 6041 N Jersey Ave       |                               |
| Silverstein (50)        | O2016-7848                    |
| Direct Introduction     | Pedestrian and Traffic Safety |
| Passed [C.J.p. 35405]   | SO2016-7936                   |

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|-------------------------|-------------------------------|
| 1849 S Karlov Ave       |                               |
| Scott, Jr. (24)         | O2016-7908                    |
| Direct Introduction     | Pedestrian and Traffic Safety |
| Passed [C.J.p. 35400]   | SO2016-7936                   |
| 1909 N Karlov Ave       |                               |
| Ramirez-Rosa (35)       | O2016-7864                    |
| Direct Introduction     | Pedestrian and Traffic Safety |
| Passed [C.J.p. 35403]   | SO2016-7936                   |
| 6445 S Keating Ave      |                               |
| Quinn (13)              | O2016-7584                    |
| Referred [C.J.p. 34555] | Pedestrian and Traffic Safety |
| Passed [C.J.p. 35398]   | SO2016-7936                   |
| 821 N Kedvale Ave       |                               |
| Mitts (37)              | O2016-7707                    |
| Referred [C.J.p. 34560] | Pedestrian and Traffic Safety |
| Passed [C.J.p. 35403]   | SO2016-7936                   |
| 3421 N Keeler Ave       |                               |
| Reboyas (30)            | O2016-8069                    |
| Referred [C.J.p. 35717] | Pedestrian and Traffic Safety |
| 5527 S Keeler Ave       |                               |
| Remove                  |                               |
| Quinn (13)              | O2016-7689                    |
| Referred [C.J.p. 34563] | Pedestrian and Traffic Safety |
| Passed [C.J.p. 35406]   | SO2016-7936                   |
| 2322 N Kenneth Ave      |                               |
| Santiago (31)           | O2016-7731                    |
| Referred [C.J.p. 34558] | Pedestrian and Traffic Safety |
| Passed [C.J.p. 35402]   | SO2016-7936                   |
| 2349 N Kenneth Ave      |                               |
| Santiago (31)           | O2016-7733                    |
| Referred [C.J.p. 34558] | Pedestrian and Traffic Safety |
| Passed [C.J.p. 35402]   | SO2016-7936                   |
| 5250 S Kenneth Ave      |                               |
| Zalewski (23)           | O2016-8062                    |
| Referred [C.J.p. 35715] | Pedestrian and Traffic Safety |

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|                         |                               |
|-------------------------|-------------------------------|
| 5250 S Kenneth Ave      |                               |
| Zalewski (23)           | O2016-7660                    |
| Referred [C.J.p. 34556] | Pedestrian and Traffic Safety |
| Passed [C.J.p. 35400]   | SO2016-7936                   |
| 5423 S Kenneth Ave      |                               |
| Zalewski (23)           | O2016-7672                    |
| Referred [C.J.p. 34556] | Pedestrian and Traffic Safety |
| Passed [C.J.p. 35400]   | SO2016-7936                   |
| 6001 S Kenneth Ave      |                               |
| Remove                  |                               |
| Quinn (13)              | O2016-7695                    |
| Referred [C.J.p. 34563] | Pedestrian and Traffic Safety |
| Passed [C.J.p. 35406]   | SO2016-7936                   |
| 6814 S Kenneth Ave      |                               |
| Quinn (13)              | O2016-7587                    |
| Referred [C.J.p. 34555] | Pedestrian and Traffic Safety |
| Passed [C.J.p. 35398]   | SO2016-7936                   |
| 815 N Keystone Ave      |                               |
| Mitts (37)              | O2016-7708                    |
| Referred [C.J.p. 34560] | Pedestrian and Traffic Safety |
| Passed [C.J.p. 35403]   | SO2016-7936                   |
| 338 S Kilbourn Ave      |                               |
| Ervin (28)              | O2016-7721                    |
| Referred [C.J.p. 34557] | Pedestrian and Traffic Safety |
| Passed [C.J.p. 35401]   | SO2016-7936                   |
| 5521 S Kilbourn Ave     |                               |
| Quinn (13)              | O2016-8022                    |
| Referred [C.J.p. 35713] | Pedestrian and Traffic Safety |
| 6751 S Kilbourn Ave     |                               |
| Quinn (13)              | O2016-7592                    |
| Referred [C.J.p. 34563] | Pedestrian and Traffic Safety |
| Passed [C.J.p. 35398]   | SO2016-7936                   |



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|                         |                               |
|-------------------------|-------------------------------|
| 2037 N Kildare Ave      |                               |
| Remove                  |                               |
| Ramirez-Rosa (35)       | O2016-8239                    |
| Referred [C.J.p. 35720] | Pedestrian and Traffic Safety |
| 2255 N Kildare Ave      |                               |
| Ramirez-Rosa (35)       | O2016-7863                    |
| Direct Introduction     | Pedestrian and Traffic Safety |
| Passed [C.J.p. 35403]   | SO2016-7936                   |
| 2923 N Kildare Ave      |                               |
| Santiago (31)           | O2016-7736                    |
| Referred [C.J.p. 34558] | Pedestrian and Traffic Safety |
| Passed [C.J.p. 35402]   | SO2016-7936                   |
| 5612 S Kildare Ave      |                               |
| Quinn (13)              | O2016-8023                    |
| Referred [C.J.p. 35713] | Pedestrian and Traffic Safety |
| 5043 S Kolin Ave        |                               |
| Burke (14)              | O2016-8095                    |
| Referred [C.J.p. 35714] | Pedestrian and Traffic Safety |
| 3115 S Komensky Ave     |                               |
| Munoz (22)              | O2016-7652                    |
| Referred [C.J.p. 34556] | Pedestrian and Traffic Safety |
| Passed [C.J.p. 35399]   | SO2016-7936                   |
| 6140 W Komensky Ave     |                               |
| Remove                  |                               |
| Zalewski (23)           | O2016-8155                    |
| Referred [C.J.p. 35719] | Pedestrian and Traffic Safety |
| 4735 N Kostner Ave      |                               |
| Laurino (39)            | O2016-7714                    |
| Referred [C.J.p. 34560] | Pedestrian and Traffic Safety |
| Passed [C.J.p. 35404]   | SO2016-7936                   |
| 5421 S Laflin St        |                               |
| Cochran (20)            | O2016-7895                    |
| Direct Introduction     | Pedestrian and Traffic Safety |
| Passed [C.J.p. 35399]   | SO2016-7936                   |

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#### Handicapped

|                               |                               |
|-------------------------------|-------------------------------|
| 8247 S Laflin St              |                               |
| Brookins (21)                 | O2016-7885                    |
| Direct Introduction           | Pedestrian and Traffic Safety |
| Passed [C.J.p. 35399]         | SO2016-7936                   |
| 2215 N Lamont Ave             |                               |
| Villegas (36)                 | O2016-7665                    |
| Referred [C.J.p. 34559]       | Pedestrian and Traffic Safety |
| Passed [C.J.p. 35403]         | SO2016-7936                   |
| 6322 S Lamont Ave             |                               |
| Quinn (13)                    | O2016-7596                    |
| Referred [C.J.p. 34555]       | Pedestrian and Traffic Safety |
| Failed to Pass [C.J.p. 35416] | SO2016-7945                   |
| 7909 S Langley Ave            |                               |
| Sawyer (6)                    | O2016-7547                    |
| Referred [C.J.p. 34554]       | Pedestrian and Traffic Safety |
| Passed [C.J.p. 35397]         | SO2016-7936                   |
| 8314 S LaSalle St             |                               |
| Brookins (21)                 | O2016-7791                    |
| Referred                      | Pedestrian and Traffic Safety |
| Passed [C.J.p. 35399]         | SO2016-7936                   |
| 735 N Latrobe Ave             |                               |
| Mitts (37)                    | O2016-7093                    |
| Referred [C.J.p. 32420]       | Pedestrian and Traffic Safety |
| Passed [C.J.p. 35403]         | SO2016-7936                   |
| 737 N Latrobe Ave             |                               |
| Remove                        |                               |
| Mitts (37)                    | O2016-7598                    |
| Referred [C.J.p. 34564]       | Pedestrian and Traffic Safety |
| Passed [C.J.p. 35406]         | SO2016-7936                   |
| 6215 W Lawrence Ave           |                               |
| Sposato (38)                  | O2016-7855                    |
| Direct Introduction           | Pedestrian and Traffic Safety |
| Passed [C.J.p. 35404]         | SO2016-7936                   |

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| 1440 N Leavitt St       |                               |
| Moreno (1)              | O2016-8088                    |
| Referred [C.J.p. 35711] | Pedestrian and Traffic Safety |
| 4823 S Leclaire Ave     |                               |
| Munoz (22)              | O2016-8061                    |
| Referred [C.J.p. 35715] | Pedestrian and Traffic Safety |
| 919 N Lockwood Ave      |                               |
| Mitts (37)              | O2016-7856                    |
| Direct Introduction     | Pedestrian and Traffic Safety |
| Passed [C.J.p. 35403]   | SO2016-7936                   |
| 1741 N Lockwood Ave     |                               |
| Mitts (37)              | O2016-7709                    |
| Referred [C.J.p. 34560] | Pedestrian and Traffic Safety |
| Passed [C.J.p. 35403]   | SO2016-7936                   |
| 2256 N Lockwood Ave     |                               |
| Villegas (36)           | O2016-7861                    |
| Direct Introduction     | Pedestrian and Traffic Safety |
| Passed [C.J.p. 35403]   | SO2016-7936                   |
| 2258 N Lockwood Ave     |                               |
| Villegas (36)           | O2016-7860                    |
| Direct Introduction     | Pedestrian and Traffic Safety |
| Passed [C.J.p. 35403]   | SO2016-7936                   |
| 2158 N Lorel Ave        |                               |
| Villegas (36)           | O2016-7669                    |
| Referred [C.J.p. 34559] | Pedestrian and Traffic Safety |
| Passed [C.J.p. 35403]   | SO2016-7936                   |
| 10614 S Lowe Ave        |                               |
| Austin (34)             | O2016-7724                    |
| Referred [C.J.p. 34559] | Pedestrian and Traffic Safety |
| Passed [C.J.p. 35403]   | SO2016-7936                   |
| 10801 S Lowe Ave        |                               |
| Austin (34)             | O2016-7727                    |
| Referred [C.J.p. 34559] | Pedestrian and Traffic Safety |
| Passed [C.J.p. 35403]   | SO2016-7936                   |

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|                         |                               |
|-------------------------|-------------------------------|
| 4635-4637 N Lowell Ave  |                               |
| Laurino (39)            | O2016-7911                    |
| Direct Introduction     | Pedestrian and Traffic Safety |
| Passed [C.J.p. 35404]   | SO2016-7936                   |
| 4742 N Lowell Ave       |                               |
| Laurino (39)            | O2016-7853                    |
| Direct Introduction     | Pedestrian and Traffic Safety |
| Passed [C.J.p. 35404]   | SO2016-7936                   |
| 7609 S Luella Ave       |                               |
| Mitchell (7)            | O2016-8090                    |
| Referred [C.J.p. 35712] | Pedestrian and Traffic Safety |
| 1511 N Luna Ave         |                               |
| Mitts (37)              | O2016-7859                    |
| Direct Introduction     | Pedestrian and Traffic Safety |
| Passed [C.J.p. 35404]   | SO2016-7936                   |
| 5143 S Luna Ave         |                               |
| Remove                  |                               |
| Burke (14)              | O2016-8201                    |
| Referred [C.J.p. 35718] | Pedestrian and Traffic Safety |
| 7115 S Maplewood Ave    |                               |
| Curtis (18)             | O2016-7642                    |
| Referred [C.J.p. 34555] | Pedestrian and Traffic Safety |
| Passed [C.J.p. 35399]   | SO2016-7936                   |
| 3540 W Marquette Rd     |                               |
| Zalewski (23)           | O2016-8063                    |
| Referred [C.J.p. 35716] | Pedestrian and Traffic Safety |
| 132 N Mason Ave         |                               |
| Taliaferro (29)         | O2016-7868                    |
| Direct Introduction     | Pedestrian and Traffic Safety |
| Passed [C.J.p. 35401]   | SO2016-7936                   |
| 2558 N Mason Ave        |                               |
| Reboyas (30)            | O2016-7913                    |
| Referred [C.J.p. 35717] | Pedestrian and Traffic Safety |

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| 1129 N Massasoit Ave          |                               |
| Taliaferro (29)               | O2016-7874                    |
| Direct Introduction           | Pedestrian and Traffic Safety |
| Passed [C.J.p. 35401]         | SO2016-7936                   |
| 1129 N Massasoit Ave          |                               |
| Taliaferro (29)               | O2016-8105                    |
| Referred [C.J.p. 35716]       | Pedestrian and Traffic Safety |
| 5515 S Massasoit Ave          |                               |
| Zalewski (23)                 | O2016-7675                    |
| Referred [C.J.p. 34556]       | Pedestrian and Traffic Safety |
| Passed [C.J.p. 35400]         | SO2016-7936                   |
| 6031 S Massasoit Ave          |                               |
| Quinn (13)                    | O2016-8024                    |
| Referred [C.J.p. 35714]       | Pedestrian and Traffic Safety |
| 7335 S May St                 |                               |
| Moore (17)                    | O2016-8046                    |
| Referred [C.J.p. 35714]       | Pedestrian and Traffic Safety |
| 7722 S May St                 |                               |
| Moore (17)                    | O2016-7636                    |
| Referred [C.J.p. 34555]       | Pedestrian and Traffic Safety |
| Failed to Pass [C.J.p. 35417] | SO2016-7945                   |
| 1531 N Mayfield Ave           |                               |
| Remove                        |                               |
| Taliaferro (29)               | O2016-8197                    |
| Referred [C.J.p. 35719]       | Pedestrian and Traffic Safety |
| 1636 N Mcvicker Ave           |                               |
| Taliaferro (29)               | O2016-7881                    |
| Direct Introduction           | Pedestrian and Traffic Safety |
| Passed [C.J.p. 35401]         | SO2016-7936                   |
| 1636 N Mcvicker Ave           |                               |
| Taliaferro (29)               | O2016-8108                    |
| Referred [C.J.p. 35716]       | Pedestrian and Traffic Safety |

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|                               |                               |
|-------------------------------|-------------------------------|
| 2131 N Mcvicker Ave           |                               |
| Villegas (36)                 | O2016-7671                    |
| Referred [C.J.p. 34560]       | Pedestrian and Traffic Safety |
| Passed [C.J.p. 35403]         | SO2016-7936                   |
| 5710 S Meade Ave              |                               |
| Remove                        |                               |
| Quinn (13)                    | O2016-8196                    |
| Referred [C.J.p. 35718]       | Pedestrian and Traffic Safety |
| 6216 S Meade Ave              |                               |
| Quinn (13)                    | O2016-8026                    |
| Referred [C.J.p. 35714]       | Pedestrian and Traffic Safety |
| 5921 S Melvina Ave            |                               |
| Quinn (13)                    | O2016-8027                    |
| Referred [C.J.p. 35713]       | Pedestrian and Traffic Safety |
| 1120 S Menard Ave             |                               |
| Taliaferro (29)               | O2016-8109                    |
| Referred [C.J.p. 35716]       | Pedestrian and Traffic Safety |
| 1120 S Menard Ave             |                               |
| Taliaferro (29)               | O2016-7880                    |
| Direct Introduction           | Pedestrian and Traffic Safety |
| Passed [C.J.p. 35401]         | SO2016-7936                   |
| 5238 S Michigan Ave           |                               |
| Dowell (3)                    | O2016-8008                    |
| Referred [C.J.p. 35712]       | Pedestrian and Traffic Safety |
| 6736 S Michigan Ave           |                               |
| Sawyer (6)                    | O2016-8015                    |
| Referred [C.J.p. 35712]       | Pedestrian and Traffic Safety |
| 8028 S Michigan Ave           |                               |
| Sawyer (6)                    | O2016-7550                    |
| Referred [C.J.p. 34554]       | Pedestrian and Traffic Safety |
| Failed to Pass [C.J.p. 35416] | SO2016-7945                   |

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| 5825 S Mobile Ave       |                               |
| Quinn (13)              | O2016-7597                    |
| Referred [C.J.p. 34555] | Pedestrian and Traffic Safety |
| Passed [C.J.p. 35398]   | SO2016-7936                   |
| 3917 W Monroe St        |                               |
| Ervin (28)              | O2016-7723                    |
| Referred [C.J.p. 34557] | Pedestrian and Traffic Safety |
| Passed [C.J.p. 35401]   | SO2016-7936                   |
| 3935 W Monroe St        |                               |
| Ervin (28)              | O2016-7873                    |
| Direct Introduction     | Pedestrian and Traffic Safety |
| Passed [C.J.p. 35401]   | SO2016-7936                   |
| 5410 W Monroe St        |                               |
| Taliaferro (29)         | O2016-7871                    |
| Direct Introduction     | Pedestrian and Traffic Safety |
| Passed [C.J.p. 35401]   | SO2016-7936                   |
| 5410 W Monroe St        |                               |
| Taliaferro (29)         | O2016-8106                    |
| Referred [C.J.p. 35716] | Pedestrian and Traffic Safety |
| 2730 N Mont Clare Ave   |                               |
| Taliaferro (29)         | O2016-7879                    |
| Direct Introduction     | Pedestrian and Traffic Safety |
| Passed [C.J.p. 35401]   | SO2016-7936                   |
| 2730 N Mont Clare Ave   |                               |
| Taliaferro (29)         | O2016-8110                    |
| Referred [C.J.p. 35716] | Pedestrian and Traffic Safety |
| 1720 W Montvale Ave     |                               |
| Austin (34)             | O2016-8119                    |
| Referred [C.J.p. 35717] | Pedestrian and Traffic Safety |
| 1614 S Morgan St        |                               |
| Solis (25)              | O2016-7892                    |
| Direct Introduction     | Pedestrian and Traffic Safety |
| Passed [C.J.p. 35401]   | SO2016-7936                   |

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|                         |                               |
|-------------------------|-------------------------------|
| 9024 S Morgan St        |                               |
| Brookins (21)           | O2016-7785                    |
| Referred                | Pedestrian and Traffic Safety |
| Passed [C.J.p. 35399]   | SO2016-7936                   |
| 6116 N Mozart St        |                               |
| Silverstein (50)        | O2016-7683                    |
| Referred [C.J.p. 34561] | Pedestrian and Traffic Safety |
| Passed [C.J.p. 35404]   | SO2016-7936                   |
| 7931 S Mozart St        |                               |
| Curtis (18)             | O2016-7645                    |
| Referred [C.J.p. 34556] | Pedestrian and Traffic Safety |
| Passed [C.J.p. 35399]   | SO2016-7936                   |
| 4574 N Mulligan Ave     |                               |
| Sposato (38)            | O2016-7712                    |
| Referred [C.J.p. 34560] | Pedestrian and Traffic Safety |
| Passed [C.J.p. 35404]   | SO2016-7936                   |
| 5644 S Narragansett Ave |                               |
| Quinn (13)              | O2016-7599                    |
| Referred [C.J.p. 34555] | Pedestrian and Traffic Safety |
| Passed [C.J.p. 35398]   | SO2016-7936                   |
| 5845 S Natoma Ave       |                               |
| Quinn (13)              | O2016-8029                    |
| Referred [C.J.p. 35714] | Pedestrian and Traffic Safety |
| 6104 S Neenah Ave       |                               |
| Remove                  |                               |
| Quinn (13)              | O2016-8149                    |
| Referred [C.J.p. 35718] | Pedestrian and Traffic Safety |
| 2619 N New England Ave  |                               |
| Remove                  |                               |
| Villegas (36)           | O2016-8259                    |
| Referred [C.J.p. 35720] | Pedestrian and Traffic Safety |

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|                         |                |  |
|-------------------------|----------------|--|
| 5721 S Newcastle Ave    |                |  |
| Remove                  |                |  |
| Quinn (13)              | O2016-7667     |  |
| Referred [C.J.p. 34563] | Pedestrian and |  |
|                         | Traffic Safety |  |
| Passed [C.J.p. 35406]   | SO2016-7936    |  |
| 5745 S Newland Ave      |                |  |
| Quinn (13)              | O2016-8031     |  |
| Referred [C.J.p. 35714] | Pedestrian and |  |
|                         | Traffic Safety |  |
| 3220 S Normal Ave       |                |  |
| Remove                  |                |  |
| Thompson (11)           | O2016-7703     |  |
| Referred [C.J.p. 34563] | Pedestrian and |  |
|                         | Traffic Safety |  |
| Passed [C.J.p. 35406]   | SO2016-7936    |  |
| 11234 S Normal Ave      |                |  |
| Austin (34)             | O2016-8120     |  |
| Referred [C.J.p. 35717] | Pedestrian and |  |
|                         | Traffic Safety |  |
| 5158 S Normandy Ave     |                |  |
| Remove                  |                |  |
| Zalewski (23)           | O2016-8150     |  |
| Referred [C.J.p. 35719] | Pedestrian and |  |
|                         | Traffic Safety |  |
| 5443 N Normandy Ave     |                |  |
| Remove                  |                |  |
| Arena (45)              | O2016-7655     |  |
| Referred [C.J.p. 34564] | Pedestrian and |  |
|                         | Traffic Safety |  |
| Passed [C.J.p. 35407]   | SO2016-7936    |  |
| 3425 N Oak Park Ave     |                |  |
| Sposato (38)            | O2016-7854     |  |
| Direct Introduction     | Pedestrian and |  |
|                         | Traffic Safety |  |
| Passed [C.J.p. 35404]   | SO2016-7936    |  |
| 3665 W Oakdale Ave      |                |  |
| Reboyas (30)            | O2016-7291     |  |
| Referred [C.J.p. 34557] | Pedestrian and |  |
|                         | Traffic Safety |  |
| Passed [C.J.p. 35402]   | SO2016-7936    |  |

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#### Handicapped

|                          |                |  |
|--------------------------|----------------|--|
| 4141 W Oakdale Ave       |                |  |
| Santiago (31)            | O2016-7739     |  |
| Referred [C.J.p. 34558]  | Pedestrian and |  |
|                          | Traffic Safety |  |
| Passed [C.J.p. 35402]    | SO2016-7936    |  |
| 11866 S Oakley Ave       |                |  |
| O'Shea (19)              | O2016-8056     |  |
| Referred [C.J.p. 35715]  | Pedestrian and |  |
|                          | Traffic Safety |  |
| 5006 W Parker Ave        |                |  |
| Santiago (31)            | O2016-7742     |  |
| Referred [C.J.p. 34558]  | Pedestrian and |  |
|                          | Traffic Safety |  |
| Passed [C.J.p. 35402]    | SO2016-7936    |  |
| 1720 N Parkside Ave      |                |  |
| Taliaferro (29)          | O2016-7872     |  |
| Direct Introduction      | Pedestrian and |  |
|                          | Traffic Safety |  |
| Passed [C.J.p. 35401]    | SO2016-7936    |  |
| 2223 N Parkside Ave      |                |  |
| Villegas (36)            | O2016-8071     |  |
| Referred [C.J.p. 35717]  | Pedestrian and |  |
|                          | Traffic Safety |  |
| 9323 S Parnell Ave       |                |  |
| Moore (17)               | O2016-7640     |  |
| Referred [C.J.p. 34555]  | Pedestrian and |  |
|                          | Traffic Safety |  |
| Failed to [C.J.p. 35417] | SO2016-7945    |  |
| Pass                     |                |  |
| 12443 S Parnell Ave      |                |  |
| Austin (34)              | O2016-7729     |  |
| Referred [C.J.p. 34559]  | Pedestrian and |  |
|                          | Traffic Safety |  |
| Passed [C.J.p. 35403]    | SO2016-7936    |  |
| 4704 W Patterson Ave     |                |  |
| Reboyas (30)             | O2016-7883     |  |
| Direct Introduction      | Pedestrian and |  |
|                          | Traffic Safety |  |
| Passed [C.J.p. 35402]    | SO2016-7936    |  |
| 6063 N Paulina St        |                |  |
| O'Connor (40)            | O2016-7717     |  |
| Referred [C.J.p. 34560]  | Pedestrian and |  |
|                          | Traffic Safety |  |
| Passed [C.J.p. 35404]    | SO2016-7936    |  |

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|                         |                               |
|-------------------------|-------------------------------|
| 8135 S Paulina St       |                               |
| Brookins (21)           | O2016-7786                    |
| Referred                | Pedestrian and Traffic Safety |
| Passed [C.J.p. 35399]   | SO2016-7936                   |
| 9153 S Paxton Ave       |                               |
| Mitchell (7)            | O2016-7843                    |
| Direct Introduction     | Pedestrian and Traffic Safety |
| Passed [C.J.p. 35397]   | SO2016-7936                   |
| 8320 S Peoria St        |                               |
| Brookins (21)           | O2016-7789                    |
| Referred                | Pedestrian and Traffic Safety |
| Passed [C.J.p. 35399]   | SO2016-7936                   |
| 8346 S Peoria St        |                               |
| Brookins (21)           | O2016-7788                    |
| Referred                | Pedestrian and Traffic Safety |
| Passed [C.J.p. 35399]   | SO2016-7936                   |
| 11843 S Perry Ave       |                               |
| Austin (34)             | O2016-7732                    |
| Referred [C.J.p. 34559] | Pedestrian and Traffic Safety |
| Passed [C.J.p. 35403]   | SO2016-7936                   |
| 3034 W Polk St          |                               |
| Ervin (28)              | O2016-7890                    |
| Direct Introduction     | Pedestrian and Traffic Safety |
| Passed [C.J.p. 35401]   | SO2016-7936                   |
| 5435 W Potomac Ave      |                               |
| Mitts (37)              | O2016-7857                    |
| Direct Introduction     | Pedestrian and Traffic Safety |
| Passed [C.J.p. 35404]   | SO2016-7936                   |
| 4931 S Prairie Ave      |                               |
| Dowell (3)              | O2016-7838                    |
| Direct Introduction     | Pedestrian and Traffic Safety |
| Passed [C.J.p. 35397]   | SO2016-7936                   |

### PARKING

#### Handicapped

|                               |                               |
|-------------------------------|-------------------------------|
| 5759 S Princeton Ave          |                               |
| Cochran (20)                  | O2016-7886                    |
| Direct Introduction           | Pedestrian and Traffic Safety |
| Passed [C.J.p. 35399]         | SO2016-7936                   |
| 9716 S Princeton Ave          |                               |
| Brookins (21)                 | O2016-7787                    |
| Referred                      | Pedestrian and Traffic Safety |
| Passed [C.J.p. 35399]         | SO2016-7936                   |
| 12307 S Princeton Ave         |                               |
| Austin (34)                   | O2016-7734                    |
| Referred [C.J.p. 34559]       | Pedestrian and Traffic Safety |
| Passed [C.J.p. 35403]         | SO2016-7936                   |
| 5329 W Quincy St              |                               |
| Taliaferro (29)               | O2016-8107                    |
| Referred [C.J.p. 35716]       | Pedestrian and Traffic Safety |
| 5329 W Quincy St              |                               |
| Taliaferro (29)               | O2016-7870                    |
| Direct Introduction           | Pedestrian and Traffic Safety |
| Passed [C.J.p. 35401]         | SO2016-7936                   |
| 3151 S Racine Ave             |                               |
| Thompson (11)                 | O2016-7899                    |
| Direct Introduction           | Pedestrian and Traffic Safety |
| Passed [C.J.p. 35398]         | SO2016-7936                   |
| 7945 S Rhodes Ave             |                               |
| Remove                        |                               |
| Sawyer (6)                    | O2016-7663                    |
| Referred [C.J.p. 34562]       | Pedestrian and Traffic Safety |
| Passed [C.J.p. 35405]         | SO2016-7936                   |
| 5700 S Richmond St            |                               |
| Foulkes (16)                  | O2016-6683                    |
| Referred [C.J.p. 32414]       | Pedestrian and Traffic Safety |
| Failed to Pass [C.J.p. 35417] | SO2016-7945                   |

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#### Handicapped

|                         |                               |
|-------------------------|-------------------------------|
| 6442 N Richmond St      |                               |
| Silverstein (50)        | O2016-8075                    |
| Referred [C.J.p. 35718] | Pedestrian and Traffic Safety |
| 6518 N Richmond St      |                               |
| Silverstein (50)        | O2016-7686                    |
| Referred [C.J.p. 34561] | Pedestrian and Traffic Safety |
| Passed [C.J.p. 35405]   | SO2016-7936                   |
| 7330 N Ridge Blvd       |                               |
| Remove                  |                               |
| Moore (49)              | O2016-6611                    |
| Referred [C.J.p. 32426] | Pedestrian and Traffic Safety |
| Passed [C.J.p. 35407]   | SO2016-7936                   |
| 7537 N Ridge Blvd       |                               |
| Moore (49)              | O2016-7850                    |
| Direct Introduction     | Pedestrian and Traffic Safety |
| Passed [C.J.p. 35404]   | SO2016-7936                   |
| 4815 N Ridgeway Ave     |                               |
| Remove                  |                               |
| Ramirez-Rosa (35)       | O2016-6508                    |
| Referred [C.J.p. 32425] | Pedestrian and Traffic Safety |
| Passed [C.J.p. 35406]   | SO2016-7936                   |
| 6435 N Rockwell Ave     |                               |
| Silverstein (50)        | O2016-7688                    |
| Referred                | Pedestrian and Traffic Safety |
| Passed [C.J.p. 35405]   | SO2016-7936                   |
| 1652 N Rockwell St      |                               |
| Moreno (1)              | O2016-7835                    |
| Direct Introduction     | Pedestrian and Traffic Safety |
| Passed [C.J.p. 35396]   | SO2016-7936                   |
| 6239 W Roscoe St        |                               |
| Remove                  |                               |
| Villegas (36)           | O2016-5682                    |
| Referred [C.J.p. 29565] | Pedestrian and Traffic Safety |
| Passed [C.J.p. 35406]   | SO2016-7936                   |

### PARKING

#### Handicapped

|                         |                               |
|-------------------------|-------------------------------|
| 8023 S Sangamon St      |                               |
| Brookins (21)           | O2016-7919                    |
| Referred [C.J.p. 35715] | Pedestrian and Traffic Safety |
| 10119 S Sangamon St     |                               |
| Austin (34)             | O2016-7735                    |
| Referred [C.J.p. 34559] | Pedestrian and Traffic Safety |
| Passed [C.J.p. 35403]   | SO2016-7936                   |
| 10533 S Sangamon St     |                               |
| Austin (34)             | O2016-7737                    |
| Referred [C.J.p. 34559] | Pedestrian and Traffic Safety |
| Passed [C.J.p. 35403]   | SO2016-7936                   |
| 734 N Sawyer Ave        |                               |
| Burnett (27)            | O2016-7700                    |
| Referred [C.J.p. 34557] | Pedestrian and Traffic Safety |
| Passed [C.J.p. 35401]   | SO2016-7936                   |
| 2532 S Sawyer Ave       |                               |
| Cardenas (12)           | O2016-8093                    |
| Referred [C.J.p. 35713] | Pedestrian and Traffic Safety |
| 4416 N Sawyer Ave       |                               |
| Mell (33)               | O2016-8117                    |
| Referred [C.J.p. 35717] | Pedestrian and Traffic Safety |
| 4514 N Sawyer Ave       |                               |
| Mell (33)               | O2016-7867                    |
| Direct Introduction     | Pedestrian and Traffic Safety |
| Passed [C.J.p. 35402]   | SO2016-7936                   |
| 4818 W School St        |                               |
| Santiago (31)           | O2016-7743                    |
| Referred [C.J.p. 34558] | Pedestrian and Traffic Safety |
| Passed [C.J.p. 35402]   | SO2016-7936                   |
| 2905 W Shakespeare Ave  |                               |
| Moreno (1)              | O2016-8087                    |
| Referred [C.J.p. 35711] | Pedestrian and Traffic Safety |

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#### Handicapped

|                         |                               |
|-------------------------|-------------------------------|
| 2404 S Spaulding Ave    |                               |
| Cardenas (12)           | O2016-7876                    |
| Direct Introduction     | Pedestrian and Traffic Safety |
| Passed [C.J.p. 35398]   | SO2016-7936                   |
| 6053 S Spaulding Ave    |                               |
| Zalewski (23)           | O2016-7678                    |
| Referred [C.J.p. 34556] | Pedestrian and Traffic Safety |
| Passed [C.J.p. 35400]   | SO2016-7936                   |
| 10222 S St Lawrence Ave |                               |
| Beale (9)               | O2016-7846                    |
| Direct Introduction     | Pedestrian and Traffic Safety |
| Passed [C.J.p. 35397]   | SO2016-7936                   |
| 2504 N St Louis Ave     |                               |
| Ramirez-Rosa (35)       | O2016-7862                    |
| Direct Introduction     | Pedestrian and Traffic Safety |
| Passed [C.J.p. 35403]   | SO2016-7936                   |
| 4911 N St Louis Ave     |                               |
| Mell (33)               | O2016-7847                    |
| Direct Introduction     | Pedestrian and Traffic Safety |
| Passed [C.J.p. 35402]   | SO2016-7936                   |
| 2543 W Thorndale Ave    |                               |
| O'Connor (40)           | O2016-7852                    |
| Direct Introduction     | Pedestrian and Traffic Safety |
| Passed [C.J.p. 35404]   | SO2016-7936                   |
| 5842 S Tripp Ave        |                               |
| Quinn (13)              | O2016-8033                    |
| Referred [C.J.p. 35714] | Pedestrian and Traffic Safety |
| 9235 S Union Ave        |                               |
| Brookins (21)           | O2016-7920                    |
| Referred [C.J.p. 35715] | Pedestrian and Traffic Safety |
| 4726 W Van Buren St     |                               |
| Ervin (28)              | O2016-7889                    |
| Direct Introduction     | Pedestrian and Traffic Safety |
| Passed [C.J.p. 35401]   | SO2016-7936                   |

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#### Handicapped

|                               |                               |
|-------------------------------|-------------------------------|
| 10224 S Van Vlissingen Rd     |                               |
| Mitchell (7)                  | O2016-8091                    |
| Referred [C.J.p. 35712]       | Pedestrian and Traffic Safety |
| 7208 S Vernon Ave             |                               |
| Sawyer (6)                    | O2016-7552                    |
| Referred [C.J.p. 34554]       | Pedestrian and Traffic Safety |
| Failed to Pass [C.J.p. 35416] | SO2016-7945                   |
| 7229 S Vernon Ave             |                               |
| Sawyer (6)                    | O2016-7554                    |
| Referred [C.J.p. 34554]       | Pedestrian and Traffic Safety |
| Failed to Pass [C.J.p. 35416] | SO2016-7945                   |
| 10440 S Vernon Ave            |                               |
| Beale (9)                     | O2016-7844                    |
| Direct Introduction           | Pedestrian and Traffic Safety |
| Passed [C.J.p. 35397]         | SO2016-7936                   |
| 1919 W Wabansia Ave           |                               |
| Hopkins (2)                   | O2016-7837                    |
| Direct Introduction           | Pedestrian and Traffic Safety |
| Passed [C.J.p. 35397]         | SO2016-7936                   |
| 4549 S Wabash Ave             |                               |
| Dowell (3)                    | O2016-8010                    |
| Referred [C.J.p. 35712]       | Pedestrian and Traffic Safety |
| 2104 W Washington Blvd        |                               |
| Burnett (27)                  | O2016-7701                    |
| Referred [C.J.p. 34557]       | Pedestrian and Traffic Safety |
| Passed [C.J.p. 35401]         | SO2016-7936                   |
| 4223 S Washtenaw Ave          |                               |
| Lopez (15)                    | O2016-8044                    |
| Referred [C.J.p. 35714]       | Pedestrian and Traffic Safety |
| 6249 W Waveland Ave           |                               |
| Villegas (36)                 | O2016-7704                    |
| Referred [C.J.p. 34560]       | Pedestrian and Traffic Safety |
| Passed [C.J.p. 35403]         | SO2016-7936                   |



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|                         |                               |  |
|-------------------------|-------------------------------|--|
| 3211 S Wells St         |                               |  |
| Thompson (11)           | O2016-7582                    |  |
| Referred [C.J.p. 34554] | Pedestrian and Traffic Safety |  |
| Passed [C.J.p. 35398]   | SO2016-7936                   |  |
| 7212 S Whipple St       |                               |  |
| Curtis (18)             | O2016-8049                    |  |
| Referred [C.J.p. 35715] | Pedestrian and Traffic Safety |  |
| 8147 S Whipple St       |                               |  |
| Curtis (18)             | O2016-7649                    |  |
| Referred [C.J.p. 34556] | Pedestrian and Traffic Safety |  |
| Passed [C.J.p. 35399]   | SO2016-7936                   |  |
| 3737 S Wolcott Ave      |                               |  |
| Cardenas (12)           | O2016-7905                    |  |
| Direct Introduction     | Pedestrian and Traffic Safety |  |
| Passed [C.J.p. 35398]   | SO2016-7936                   |  |
| 8106 S Woodlawn Ave     |                               |  |
| Remove                  |                               |  |
| Harris (8)              | O2016-7576                    |  |
| Referred [C.J.p. 34562] | Pedestrian and Traffic Safety |  |
| Passed [C.J.p. 35405]   | SO2016-7936                   |  |
| 4630 W Wrightwood Ave   |                               |  |
| Santiago (31)           | O2016-7745                    |  |
| Referred [C.J.p. 34558] | Pedestrian and Traffic Safety |  |
| Passed [C.J.p. 35402]   | SO2016-7936                   |  |
| 9035 S Yates Ave        |                               |  |
| Mitchell (7)            | O2016-7840                    |  |
| Direct Introduction     | Pedestrian and Traffic Safety |  |
| Passed [C.J.p. 35397]   | SO2016-7936                   |  |

#### Limitations

|                                                     |                               |  |
|-----------------------------------------------------|-------------------------------|--|
| N Humboldt Blvd, from W Armitage Ave to W Palmer St |                               |  |
| Moreno (1)                                          | O2016-7766                    |  |
| Referred [C.J.p. 34564]                             | Pedestrian and Traffic Safety |  |
| Passed [C.J.p. 35412]                               | SO2016-7943                   |  |

### PARKING

#### Loading/Standing/Tow Zones

|                                            |                               |  |
|--------------------------------------------|-------------------------------|--|
| W 51st St, from S Meade Ave to S Moody Ave |                               |  |
| Burke (14)                                 | O2016-5655                    |  |
| Referred [C.J.p. 29546]                    | Pedestrian and Traffic Safety |  |
| Passed [C.J.p. 35412]                      | SO2016-7943                   |  |
| S Aberdeen St, at W 14th Pl to W 15th St   |                               |  |
| Thompson (11)                              | O2016-5644                    |  |
| Referred [C.J.p. 29546]                    | Pedestrian and Traffic Safety |  |
| Passed [C.J.p. 35412]                      | SO2016-7943                   |  |
| 4612 S Bishop St                           |                               |  |
| Lopez (15)                                 | O2015-7418                    |  |
| Referred [C.J.p. 10175]                    | Pedestrian and Traffic Safety |  |
| Failed to Pass [C.J.p. 35417]              | SO2016-7945                   |  |
| S California Blvd, at W 19th St            |                               |  |
| Scott, Jr. (24)                            | O2016-3198                    |  |
| Referred [C.J.p. 23386]                    | Pedestrian and Traffic Safety |  |
| Passed [C.J.p. 35392]                      | SO2016-7937                   |  |
| 111 N Carpenter St                         |                               |  |
| Burnett (27)                               | O2016-5671                    |  |
| Referred [C.J.p. 29546]                    | Pedestrian and Traffic Safety |  |
| Passed [C.J.p. 35392]                      | SO2016-7937                   |  |
| 1924 W Division St                         |                               |  |
| Amend                                      |                               |  |
| Moreno (1)                                 | O2016-5905                    |  |
| Referred [C.J.p. 29548]                    | Pedestrian and Traffic Safety |  |
| Passed [C.J.p. 35392]                      | SO2016-7937                   |  |
| W Foster Ave, at W Higgins Ave             |                               |  |
| Arena (45)                                 | O2016-7757                    |  |
| Referred [C.J.p. 34570]                    | Pedestrian and Traffic Safety |  |
| Passed [C.J.p. 35412]                      | SO2016-7943                   |  |
| 951 W Fulton Market                        |                               |  |
| Burnett (27)                               | O2016-8194                    |  |
| Referred [C.J.p. 35709]                    | Pedestrian and Traffic Safety |  |

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|                                           |                               |
|-------------------------------------------|-------------------------------|
| 4600-4630 W Gladys Ave                    |                               |
| Ervin (28)                                | O2016-5436                    |
| Referred [C.J.p. 27916]                   | Pedestrian and Traffic Safety |
| Passed [C.J.p. 35412]                     | SO2016-7943                   |
| 3232 N Harlem Ave                         |                               |
| Taliaferro (29)                           | O2016-8111                    |
| Referred [C.J.p. 35710]                   | Pedestrian and Traffic Safety |
| 1157 W Howe St                            |                               |
| Burnett (27)                              | O2016-8191                    |
| Referred [C.J.p. 8191]                    | Pedestrian and Traffic Safety |
| S Indiana Ave, at E 48th St               |                               |
| Dowell (3)                                | O2016-8125                    |
| Referred [C.J.p. 35725]                   | Pedestrian and Traffic Safety |
| S Indiana Ave, at E 48th St               |                               |
| Dowell (3)                                | O2016-7942                    |
| Referred [C.J.p. 35725]                   | Pedestrian and Traffic Safety |
| 817 W Lake St                             |                               |
| Burnett (27)                              | O2016-8188                    |
| Referred [C.J.p. 35709]                   | Pedestrian and Traffic Safety |
| 4404 W Lawrence Ave                       |                               |
| Laurino (39)                              | O2016-8327                    |
| Referred [C.J.p. 35710]                   | Pedestrian and Traffic Safety |
| 2808 W Lyndale St                         |                               |
| Repeal                                    |                               |
| Moreno (1)                                | O2016-8113                    |
| Referred [C.J.p. 35710]                   | Pedestrian and Traffic Safety |
| S Oakley Ave, at 118th St                 |                               |
| O'Shea (19)                               | O2016-8170                    |
| Referred [C.J.p. 35725]                   | Pedestrian and Traffic Safety |
| S Racine Ave, from W 14th Pl to W 15th St |                               |
| Thompson (11)                             | O2016-5645                    |
| Referred [C.J.p. 29546]                   | Pedestrian and Traffic Safety |
| Passed [C.J.p. 35412]                     | SO2016-7943                   |

### PARKING

#### Loading/Standing/Tow Zones

|                               |                               |
|-------------------------------|-------------------------------|
| 846-854 W Randolph St         |                               |
| Burnett (27)                  | O2016-8193                    |
| Referred [C.J.p. 35709]       | Pedestrian and Traffic Safety |
| 3443 N Southport Ave          |                               |
| Repeal                        |                               |
| Tunney (44)                   | O2016-7232                    |
| Referred [C.J.p. 32407]       | Pedestrian and Traffic Safety |
| Passed [C.J.p. 35392]         | SO2016-7937                   |
| 3718 N Southport Ave          |                               |
| Repeal                        |                               |
| Tunney (44)                   | O2016-7229                    |
| Referred [C.J.p. 32407]       | Pedestrian and Traffic Safety |
| Passed [C.J.p. 35392]         | SO2016-7937                   |
| 158 W Taylor St               |                               |
| Solis (25)                    | O2016-8163                    |
| Referred [C.J.p. 35725]       | Pedestrian and Traffic Safety |
| 161 W Taylor St               |                               |
| Solis (25)                    | O2016-8167                    |
| Referred [C.J.p. 35725]       | Pedestrian and Traffic Safety |
| 1029 N Throop St              |                               |
| Burnett (27)                  | O2016-8187                    |
| Referred [C.J.p. 35710]       | Pedestrian and Traffic Safety |
| 444 N Wabash Ave              |                               |
| Reilly (42)                   | O2015-3432                    |
| Referred [C.J.p. 107486]      | Pedestrian and Traffic Safety |
| Failed to Pass [C.J.p. 35417] | SO2016-7945                   |
| 1400-1415 S Washtenaw Ave     |                               |
| Ervin (28)                    | O2016-514                     |
| Referred [C.J.p. 17690]       | Pedestrian and Traffic Safety |
| Failed to Pass [C.J.p. 35418] |                               |
| 2 N Western Ave               |                               |
| Burnett (27)                  | O2016-8192                    |
| Referred [C.J.p. 35724]       | Pedestrian and Traffic Safety |

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#### Loading/Standing/Tow Zones

6220 S Western Ave  
Foulkes (16) O2016-2996  
Referred [C.J.p. 23386] Pedestrian and  
Traffic Safety  
Failed to [C.J.p. 35417] SO2016-7945  
Pass

#### Meters

1220-1240 N Dearborn Pkwy, remove and 1155-  
1179 N Dearborn Pkwy - install  
Amend  
Hopkins (2) O2016-7137  
Referred [C.J.p. 32406] Pedestrian and  
Traffic Safety  
Passed [C.J.p. 35395] SO2016-7939  
8 W Chestnut St - remove  
Hopkins (2) O2016-8116  
Referred [C.J.p. 35711] Pedestrian and  
Traffic Safety  
850 N State St - install  
Hopkins (2) O2016-8116  
Referred [C.J.p. 35711] Pedestrian and  
Traffic Safety

#### Residential Permit

2256-2262 W 116th Pl  
Zone No. 170 - extend  
O'Shea (19) O2016-8227  
Referred [C.J.p. 35723] Pedestrian and  
Traffic Safety  
3000-3099 W 23rd St  
Amend  
Cardenas (12) O2016-7525  
Referred [C.J.p. 34568] Pedestrian and  
Traffic Safety  
Passed [C.J.p. 35410] SO2016-7938  
2700-2722 W 25th St  
Cardenas (12) O2016-8199  
Referred [C.J.p. 35721] Pedestrian and  
Traffic Safety

### PARKING

#### Residential Permit

2200-2299 W 50th Pl  
Repeal  
Lopez (15) O2016-7772  
Direct Introduction Pedestrian and  
Traffic Safety  
Passed [C.J.p. 35410] SO2016-7938  
3500-3549 W 58th St  
Zalewski (23) Or2016-552  
Referred [C.J.p. 34566] Pedestrian and  
Traffic Safety  
Passed [C.J.p. 35409] SO2016-7938  
3501-3555 W 63rd Pl, 3510-3558 W 63rd Pl  
Zalewski (23) Or2016-553  
Referred [C.J.p. 34566] Pedestrian and  
Traffic Safety  
Passed [C.J.p. 35409] SO2016-7938  
2415-2473 N Albany Ave  
Zone No. 100 - extend  
Waguespack (32) Or2016-622  
Referred [C.J.p. 35723] Pedestrian and  
Traffic Safety  
6748 N Ashland Ave  
Remove  
Moore (49) O2016-7778  
Direct Introduction Pedestrian and  
Traffic Safety  
Passed [C.J.p. 35407] SO2016-7936  
4150-4156 W Belden Ave  
Zone No. 325 - extend  
Ramirez-Rosa (35) Or2016-623  
Referred [C.J.p. 35723] Pedestrian and  
Traffic Safety  
8711 S Bennett Ave  
Zone No. 1780  
Harris (8) Or2016-618  
Referred [C.J.p. 35720] Pedestrian and  
Traffic Safety

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### PARKING

#### Residential Permit

4814-4836 N Bernard St, 4835-4859 N Bernard St, 4926-4948 N Bernard Ave and 4901-4949 N Bernanrd Ave  
Amend  
Mell (33) O2016-8236  
Referred [C.J.p. 35722] Pedestrian and Traffic Safety  
1-99 N Bishop St  
Zone No. 1982  
Burnett (27) O2016-7793  
Direct Introduction Pedestrian and Traffic Safety  
Passed [C.J.p. 35409] SO2016-7938  
2209-2255 N Bissell St  
Zone No. 143 - amend  
Smith (43) Or2016-485  
Referred [C.J.p. 32435] Pedestrian and Traffic Safety  
Passed [C.J.p. 35410] SO2016-7938  
2210-2256 N Bissell St  
Zone No. 143 - amend  
Smith (43) Or2016-503  
Referred [C.J.p. 32435] Pedestrian and Traffic Safety  
Passed [C.J.p. 35410] SO2016-7938  
2008-2020 S Blue Island Ave  
Solis (25) O2016-8174  
Referred [C.J.p. 35721] Pedestrian and Traffic Safety  
6014-6058 N Campbell Ave  
Zone No. 163 - amend  
O'Connor (40) O2016-8328  
Referred [C.J.p. 35722] Pedestrian and Traffic Safety  
4800-4898 N Central Park Ave  
Zone No. 733 - amend  
Ramirez-Rosa (35) O2016-7117  
Referred [C.J.p. 32433] Pedestrian and Traffic Safety  
Passed [C.J.p. 35410] SO2016-7938

### PARKING

#### Residential Permit

4601-4699 S Damen Ave  
Repeal  
Lopez (15) O2016-7773  
Direct Introduction Pedestrian and Traffic Safety  
Passed [C.J.p. 35410] SO2016-7938  
1418 W Fulton St  
Burnett (27) O2016-8180  
Referred [C.J.p. 35721] Pedestrian and Traffic Safety  
4700-4799 S Honore St  
Zone No. 1963 - repeal  
Lopez (15) O2016-7774  
Direct Introduction Pedestrian and Traffic Safety  
Passed [C.J.p. 35410] SO2016-7938  
S Komensky Ave, from W 48th St to W 49th St and W 49th St from S Komenksy Ave to first alley  
Burke (14) Or2016-620  
Referred [C.J.p. 35721] Pedestrian and Traffic Safety  
5000-5010 S Komensky Ave  
Zone No. 38 - extend  
Burke (14) Or2016-621  
Referred [C.J.p. 35723] Pedestrian and Traffic Safety  
2200-2256 N Lawndale Ave  
Zone No. 367 - extension  
Ramirez-Rosa (35) Or2016-519  
Referred [C.J.p. 32434] Pedestrian and Traffic Safety  
Passed [C.J.p. 35410] SO2016-7938  
662-698 N Menard Ave  
Extend  
Taliaferro (29) Or2016-626  
Referred [C.J.p. 35721] Pedestrian and Traffic Safety  
1620-1624 N Mozart St, 1626-1665 N Mozart St  
Zone No. 102  
Moreno (1) O2016-7635  
Referred [C.J.p. 34565] Pedestrian and Traffic Safety  
Passed [C.J.p. 35409] SO2016-7938

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### PARKING

#### Residential Permit

7701-7721 W North Shore Ave  
Zone No. 1617 - amend  
Napolitano (41) O2016-8329  
Referred [C.J.p. 35722] Pedestrian and Traffic Safety

S Nottingham Ave, 5500 block  
Zone No. 11 - amend  
Zalewski (23) O2016-8162  
Referred [C.J.p. 35722] Pedestrian and Traffic Safety

1604-1626 W Ohio St, 1611 W Ohio St  
Zone No. 168  
Moreno (1) O2016-7620  
Referred [C.J.p. 34565] Pedestrian and Traffic Safety

Passed [C.J.p. 35408] SO2016-7938

4500-4514 W Palmer St  
Villegas (36) Or2016-575  
Referred [C.J.p. 34567] Pedestrian and Traffic Safety

Passed [C.J.p. 35409] SO2016-7938

5400-5457 W Schubert Ave  
Reboyas (30) Or2016-429  
Referred [C.J.p. 32430] Pedestrian and Traffic Safety

Passed [C.J.p. 35409] SO2016-7938

N Springfield Ave, 3300 block  
Reboyas (30) Or2016-521  
Referred [C.J.p. 32430] Pedestrian and Traffic Safety

Passed [C.J.p. 35409] SO2016-7938

3501-3518 N Springfield Ave  
Reboyas (30) Or2016-538  
Referred [C.J.p. 34566] Pedestrian and Traffic Safety

Passed [C.J.p. 35409] SO2016-7938

S Summit Ave, 8500 block  
Zone No. 1977  
Brookins (21) Or2016-594  
Referred Pedestrian and Traffic Safety

Passed [C.J.p. 35409] SO2016-7938

### PARKING

#### Residential Permit

S Washtenaw Ave, 4300 block  
Lopez (15) Or2016-508  
Referred [C.J.p. 32429] Pedestrian and Traffic Safety

Failed to Pass [C.J.p. 35417] SO2016-7945

N Wilmot Ave, 1900 block  
Zone No. 102  
Waguespack (32) Or2016-571  
Referred [C.J.p. 34568] Pedestrian and Traffic Safety

Passed [C.J.p. 35409] SO2016-7938

S Wolcott Ave, 4400 block  
Lopez (15) Or2016-509  
Referred [C.J.p. 32429] Pedestrian and Traffic Safety

Failed to Pass [C.J.p. 35418] SO2016-7945

3800-3834 W Wrightwood Ave  
Zone No. 590 - extend  
Santiago (31) Or2016-563  
Referred [C.J.p. 34568] Pedestrian and Traffic Safety

Passed [C.J.p. 35409] SO2016-7938

### PERMITS/LICENSE/FEE EXEMPTIONS

#### Refund of Fees

#### Senior Citizen Sewer

Adducci, Dominic and sundry others  
Burke (14) Or2016-600  
Direct Introduction Finance

Passed [C.J.p. 35366]

Bole, Renee and sundry others  
Tunney (44) O2016-8104  
Referred [C.J.p. 35773] Finance

Ford, Jessie and sundry others  
Burke (14) CL2016-1682  
Direct Introduction Finance

Failed to Pass [C.J.p. 35374]

Gleeson, Joan  
Napolitano (41) O2016-8101  
Referred [C.J.p. 35773] Finance

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### PERMITS/LICENSE/FEE EXEMPTIONS

#### Refund of Fees

#### Senior Citizen Sewer

Hornby, David W. and sundry others

Hopkins (2)

O2016-8098

Referred [C.J.p. 35772]

Finance

Kaplan, Ahlyce

Reilly (42)

O2016-8102

Referred [C.J.p. 35773]

Finance

Kay, Carolyn M. and sundry others

King (4)

O2016-8097

Referred [C.J.p. 35772]

Finance

Kimble, Victoria and sundry others

Mitchell (7)

O2016-8099

Referred [C.J.p. 35773]

Finance

Spears, Mary and sundry others

Mitts (37)

O2016-8100

Referred [C.J.p. 35773]

Finance

Trapani, Arleen C.

Smith (43)

O2016-8103

Referred [C.J.p. 35773]

Finance

### PROPERTY

#### Plats

#### Resubdivision

Onni Atrium Apartments LP

W Hill St, bounded by W Division St, N Orleans St  
and N Wells St

Burnett (27)

O2016-7751

Referred [C.J.p. 34597]

Transportation

Passed [C.J.p. 35580]

#### Sale

Anders, LaRuth

4359 W Van Buren St

Emanuel (Mayor)

O2016-8014

Referred [C.J.p. 34669]

Housing

Kucharski, Andrew

5149 S Central Ave

Emanuel (Mayor)

O2016-8133

Referred [C.J.p. 34669]

Housing

Massey, Marilyn

6325 S Rhodes Ave

Emanuel (Mayor)

O2016-8195

Referred [C.J.p. 34669]

Housing

### PROPERTY

#### Sale

Pace Property Group LLC

5045 S Cicero Ave

Emanuel (Mayor)

O2016-8115

Referred [C.J.p. 34669]

Housing

Puerto Rican Cultural Center, The

1345 N Rockwell Ave

Emanuel (Mayor)

O2016-7997

Referred [C.J.p. 34669]

Housing

Repel, Michael

438 N Monticello Ave

Emanuel (Mayor)

O2016-7996

Referred [C.J.p. 34669]

Housing

Shockley, Elaine

4841 W Augusta Blvd

Emanuel (Mayor)

O2016-8021

Referred [C.J.p. 34669]

Housing

Sosa, Ana Maria

5201 S Honore St

Emanuel (Mayor)

O2016-8159

Referred [C.J.p. 34669]

Housing

### PUBLIC WAY USAGE

#### Awnings

311 S Wacker Building LLC

311 S Wacker Dr

Reilly (42)

O2016-8132

Referred [C.J.p. 35765]

Transportation

Albany Auto Sales

4030 N Rockwell Ave

Pawar (47)

O2016-7500

Referred [C.J.p. 34620]

Transportation

Passed [C.J.p. 35550]

Amazon Retail LLC

3441 N Southport Ave

Tunney (44)

O2016-7499

Referred [C.J.p. 34618]

Transportation

Passed [C.J.p. 35550]

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### PUBLIC WAY USAGE

#### Awnings

Amerimex Mufflers & Brakes Car Care Center, Inc.  
2917 E 95th St  
Sadlowski Garza (10) O2016-7387  
Referred [C.J.p. 34584] Transportation  
Passed [C.J.p. 35551]  
Amy Nail Gallery, Inc.  
1954 N Damen Ave  
Waguespack (32) O2016-7462  
Referred [C.J.p. 34602] Transportation  
Passed [C.J.p. 35552]  
Andersonville Nail Lounge  
5700 N Clark St  
O'Connor (40) O2016-8079  
Referred [C.J.p. 35760] Transportation  
Armand's Victory Tap  
1416 S Michigan Ave  
Dowell (3) O2016-7385  
Referred [C.J.p. 34579] Transportation  
Passed [C.J.p. 35553]  
Athletico  
1202 W Taylor St  
Ervin (28) O2016-7457  
Referred [C.J.p. 34598] Transportation  
Passed [C.J.p. 35554]  
Besco Air  
5406 N Elston Ave  
Arena (45) O2016-8082  
Referred [C.J.p. 35768] Transportation  
Bucktown Embroidery  
2114 N Western Ave  
Moreno (1) O2016-8051  
Referred [C.J.p. 35729] Transportation  
Capri Pizza  
8820-8824 S Commercial Ave  
Sadlowski Garza (10) O2016-8064  
Referred [C.J.p. 35740] Transportation  
Chipper Preschool and Kindergarten, Inc.  
8225-8229 S Kedzie Ave  
Curtis (18) O2016-8068  
Referred [C.J.p. 35744] Transportation

### PUBLIC WAY USAGE

#### Awnings

Chiu Quon Bakery & Dim Sum  
2553 S Wentworth Ave  
Solis (25) O2016-8072  
Referred [C.J.p. 35748] Transportation  
Christian Undertaker Services, Inc.  
3100 W Irving Park Rd  
Mell (33) O2016-7477  
Referred [C.J.p. 34604] Transportation  
Passed [C.J.p. 35554]  
Clothes Pin  
3515 W Lawrence Ave  
Mell (33) O2016-8077  
Referred [C.J.p. 35757] Transportation  
Conca D'Oro Bakery  
6710 N Northwest Hwy  
Napolitano (41) O2016-7490  
Referred [C.J.p. 34611] Transportation  
Passed [C.J.p. 3555]  
Cooking Fools LLC  
1916 W North Ave  
Hopkins (2) O2016-7439  
Referred [C.J.p. 34576] Transportation  
Passed [C.J.p. 35556]  
Division Chiropractic and Acupuncture  
1630 W Division St  
Moreno (1) O2016-8053  
Referred [C.J.p. 35729] Transportation  
Dox Quality Greek  
1566 N Damen Ave  
Moreno (1) O2016-8054  
Referred [C.J.p. 35729] Transportation  
Falben LLC-Varmoose Tattoo Removal  
1854 N Damen Ave  
Waguespack (32) O2016-8074  
Referred [C.J.p. 35756] Transportation  
Fasttrak Auto Center  
3263 W Fullerton Ave  
Waguespack (32) O2016-8076  
Referred [C.J.p. 35756] Transportation

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### PUBLIC WAY USAGE

#### Awnings

|                           |                |
|---------------------------|----------------|
| Francesca's Collections   |                |
| 5301 N Clark St           |                |
| Osterman (48)             | O2016-8085     |
| Referred [C.J.p. 35770]   | Transportation |
| Garrett Popcorn Shops     |                |
| 625 N Michigan Ave        |                |
| Reilly (42)               | O2016-7467     |
| Referred [C.J.p. 34613]   | Transportation |
| Passed [C.J.p. 35557]     |                |
| Halsted Street Laundromat |                |
| 8014-8022 S Halsted St    |                |
| Cochran (20)              | O2016-8070     |
| Referred [C.J.p. 35745]   | Transportation |
| Harry Winston             |                |
| 55 E Oak St               |                |
| Reilly (42)               | O2016-8131     |
| Referred [C.J.p. 35763]   | Transportation |
| Home Loan Expert, The     |                |
| 1913 W Diversey Pkwy      |                |
| Waguespack (32)           | O2016-7464     |
| Referred [C.J.p. 34602]   | Transportation |
| Passed [C.J.p. 35557]     |                |
| Lake Shore Plaza          |                |
| 432 E Grand Ave           |                |
| Reilly (42)               | O2016-7469     |
| Referred [C.J.p. 34614]   | Transportation |
| Passed [C.J.p. 35558]     |                |
| Lake Shore Plaza          |                |
| 432 E Grand Ave           |                |
| Reilly (42)               | O2016-8123     |
| Referred [C.J.p. 35763]   | Transportation |
| Lake Shore Plaza          |                |
| 436 E Grand Ave           |                |
| Reilly (42)               | O2016-8124     |
| Referred [C.J.p. 35763]   | Transportation |
| Lake Shore Plaza          |                |
| 440 E Grand Ave           |                |
| Reilly (42)               | O2016-8126     |
| Referred [C.J.p. 35763]   | Transportation |

### PUBLIC WAY USAGE

#### Awnings

|                                 |                |
|---------------------------------|----------------|
| Laredo Auto Parts               |                |
| 3001 W 26th St                  |                |
| Cardenas (12)                   | O2016-7448     |
| Referred [C.J.p. 34586]         | Transportation |
| Passed [C.J.p. 35559]           |                |
| Life Storage of State Street    |                |
| 2341 S State St                 |                |
| Dowell (3)                      | O2016-8059     |
| Referred [C.J.p. 35733]         | Transportation |
| Life Storage of State Street    |                |
| 2341 S State St                 |                |
| Dowell (3)                      | O2016-8058     |
| Referred [C.J.p. 35733]         | Transportation |
| Little Green Tree House         |                |
| 1929 N Halsted St               |                |
| Smith (43)                      | O2016-8080     |
| Referred [C.J.p. 35766]         | Transportation |
| Meetings & Events International |                |
| 1348 W Concord Pl               |                |
| Hopkins (2)                     | O2016-8047     |
| Referred [C.J.p. 35732]         | Transportation |
| MetroPCS                        |                |
| 3954 W 26th St                  |                |
| Munoz (22)                      | O2016-7450     |
| Referred [C.J.p. 34590]         | Transportation |
| Passed [C.J.p. 35560]           |                |
| MetroPCS                        |                |
| 2130 W Cermak Rd                |                |
| Solis (25)                      | O2016-7456     |
| Referred [C.J.p. 34592]         | Transportation |
| Passed [C.J.p. 35560]           |                |
| Na Hoku, Inc.                   |                |
| 600 N Michigan Ave              |                |
| Reilly (42)                     | O2016-7470     |
| Referred [C.J.p. 34614]         | Transportation |
| Passed [C.J.p. 35561]           |                |
| Orange Shoe Personal Fitness    |                |
| 5607-5609 N Clark St            |                |
| Osterman (48)                   | O2016-8086     |
| Referred [C.J.p. 35771]         | Transportation |



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### PUBLIC WAY USAGE

#### Awnings

|                                                                                 |                |
|---------------------------------------------------------------------------------|----------------|
| Paciugo Lincoln Square<br>2324 W Giddings St<br>Pawar (47)                      | O2016-8084     |
| Referred [C.J.p. 35770]                                                         | Transportation |
| Paleteria La Original Michoacana<br>9800 S Escanaba Ave<br>Sadlowski Garza (10) | O2016-8066     |
| Referred [C.J.p. 35740]                                                         | Transportation |
| Paper Doll<br>2027 W Division St                                                |                |
| Moreno (1)                                                                      | O2016-8055     |
| Referred [C.J.p. 35729]                                                         | Transportation |
| Puerto Rican Cultural Center<br>2546 W Division St<br>Villegas (36)             | O2016-7485     |
| Referred [C.J.p. 34607]                                                         | Transportation |
| Passed [C.J.p. 35562]                                                           |                |
| Puerto Rican Cultural Center<br>2556 W Division St<br>Villegas (36)             | O2016-7487     |
| Referred [C.J.p. 34607]                                                         | Transportation |
| Passed [C.J.p. 35563]                                                           |                |
| Rolex<br>636 N Michigan Ave<br>Reilly (42)                                      | O2016-7471     |
| Referred [C.J.p. 34615]                                                         | Transportation |
| Passed [C.J.p. 35564]                                                           |                |
| Sai Eyebrow Threading Salon<br>2468 N Clark St<br>Smith (43)                    | O2016-7497     |
| Referred [C.J.p. 34618]                                                         | Transportation |
| Passed [C.J.p. 35565]                                                           |                |
| Salon Envy<br>2558 N Halsted St<br>Smith (43)                                   | O2016-8081     |
| Referred [C.J.p. 35766]                                                         | Transportation |

### PUBLIC WAY USAGE

#### Awnings

|                                                                                    |                |
|------------------------------------------------------------------------------------|----------------|
| SGA Youth and Family Services<br>3054 W Cermak Rd<br>Scott, Jr. (24)               | O2016-7452     |
| Referred [C.J.p. 34592]                                                            | Transportation |
| Passed [C.J.p. 35566]                                                              |                |
| Shophouse Southeast Asian Kitchen<br>24 E Jackson Blvd<br>Reilly (42)              | O2016-7473     |
| Referred [C.J.p. 34615]                                                            | Transportation |
| Passed [C.J.p. 35566]                                                              |                |
| Stars Child Care Academy, Inc.<br>4248 S Dr Martin Luther King Jr Dr<br>Dowell (3) | O2016-7386     |
| Referred [C.J.p. 34579]                                                            | Transportation |
| Passed [C.J.p. 35563]                                                              |                |
| State Farm Ins.<br>5616 W Montrose Ave<br>Sposato (38)                             | O2016-8078     |
| Referred [C.J.p. 35759]                                                            | Transportation |
| Subway<br>8 W Ohio St<br>Reilly (42)                                               | O2016-8129     |
| Referred [C.J.p. 35764]                                                            | Transportation |
| Urira's Unisex<br>3820 W 63rd Pl<br>Zalewski (23)                                  | O2016-8011     |
| Referred [C.J.p. 35747]                                                            | Transportation |
| Walgreens #15004<br>953 W Irving Park Rd<br>Cappleman (46)                         | O2016-8083     |
| Referred [C.J.p. 35769]                                                            | Transportation |
| Whistler, The<br>2421 N Milwaukee Ave<br>Moreno (1)                                | O2016-7384     |
| Referred [C.J.p. 34575]                                                            | Transportation |
| Passed [C.J.p. 35567]                                                              |                |
| XII West Maple LLC<br>12 W Maple St<br>Hopkins (2)                                 | O2016-7443     |
| Referred [C.J.p. 34577]                                                            | Transportation |
| Passed [C.J.p. 35568]                                                              |                |

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### PUBLIC WAY USAGE

#### Canopies

2650 Lakeview Condo Assn.  
2650 N Lakeview Ave  
Smith (43) O2016-7412  
Referred [C.J.p. 34618] Transportation  
Passed [C.J.p. 35579]  
Acorn Loftominium Owners Association  
1017 W Washington Blvd  
Solis (25) O2016-8025  
Referred [C.J.p. 35747] Transportation  
All Right Sales, Inc.  
4253 N Kedzie Ave  
Mell (33) O2016-7392  
Referred [C.J.p. 34604] Transportation  
Passed [C.J.p. 35570]  
Andy's Thai Kitchen II  
6230 N Broadway  
Osterman (48) O2016-8040  
Referred [C.J.p. 35770] Transportation  
BCH Kenmo 6250 LLC  
6230 N Kenmore Ave  
Osterman (48) O2016-8041  
Referred [C.J.p. 35770] Transportation  
Blue Cross Blue Shield of Illinois  
300 E Randolph St  
Reilly (42) O2016-7395  
Referred [C.J.p. 34612] Transportation  
Passed [C.J.p. 35570]  
Borelli's  
2124 W Lawrence Ave  
Pawar (47) O2016-7414  
Referred [C.J.p. 34620] Transportation  
Passed [C.J.p. 35571]  
Broder Diversey LLC  
508 W Diversey Pkwy  
Tunney (44) O2016-8039  
Referred [C.J.p. 35767] Transportation  
CVS/Pharmacy No. 2862  
3944 N Western Ave  
Pawar (47) O2016-7415  
Referred [C.J.p. 34621] Transportation  
Passed [C.J.p. 35572]

### PUBLIC WAY USAGE

#### Canopies

Del Frisco's Double Eagle Steak House  
58 E Oak St  
Reilly (42) O2016-8030  
Referred [C.J.p. 35762] Transportation  
Drake Hotel, The  
140 E Walton St  
Hopkins (2) SO2016-7388  
Referred [C.J.p. 34577] Transportation  
Passed as [C.J.p. 35573] Substitute  
Garden Manor  
4718-4726 W Armitage Ave  
Villegas (36) O2016-8012  
Referred [C.J.p. 35758] Transportation  
Golub & Co.  
680 N Lake Shore Dr  
Reilly (42) O2016-7399  
Referred [C.J.p. 34613] Transportation  
Passed [C.J.p. 35573]  
Lawry's the Prime Rib  
100 E Ontario St  
Reilly (42) O2016-7405  
Referred [C.J.p. 34614] Transportation  
Passed [C.J.p. 35575]  
Lou Malnati's Pizzeria  
6465 S Cicero Ave  
Quinn (13) O2016-7390  
Referred [C.J.p. 34588] Transportation  
Passed [C.J.p. 35576]  
Mama's Boy  
445 N Dearborn St  
Reilly (42) O2016-7406  
Referred [C.J.p. 34614] Transportation  
Passed [C.J.p. 35577]  
Millennium Park Condo Assn., The  
130 N Garland Ct  
Reilly (42) O2016-7402  
Referred [C.J.p. 34613] Transportation  
Passed [C.J.p. 35574]

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### PUBLIC WAY USAGE

#### Canopies

Pocket Puppies Boutique  
2479 N Clark St  
Smith (43) O2016-7410  
Referred [C.J.p. 34617] Transportation  
Passed [C.J.p. 35577]  
Radisson Blu Aqua Hotel  
221 N Columbus Dr  
Reilly (42) O2016-8032  
Referred [C.J.p. 35764] Transportation  
River North Devco LLC  
71 W Hubbard St  
Reilly (42) O2016-8034  
Referred [C.J.p. 35764] Transportation  
Sidney Garber Jewelers  
118 E Delaware Pl  
Reilly (42) O2016-8036  
Referred [C.J.p. 35764] Transportation  
Silver Tower Chicago Condo Assn LLC  
303 W Ohio St  
Reilly (42) O2016-8038  
Referred [C.J.p. 35764] Transportation  
WHCP-N 2050 LLC  
2050 N Clark St  
Smith (43) O2016-7411  
Referred [C.J.p. 34618] Transportation  
Passed [C.J.p. 35578]

#### Grants of Privilege

500 N Franklin St  
Park bench  
Reilly (42) O2016-8264  
Referred [C.J.p. 35762] Transportation  
@Properties  
1586 N Clybourn Ave  
Sign  
Hopkins (2) O2016-8135  
Referred [C.J.p. 35731] Transportation

### PUBLIC WAY USAGE

#### Grants of Privilege

100 South State Street LLC  
1 W Monroe St  
Vault - amend  
Reilly (42) O2016-8028  
Referred [C.J.p. 35765] Transportation  
110 E Delaware Condo Assn.  
110 E Delaware Pl  
Planter  
Reilly (42) O2016-8300  
Referred [C.J.p. 35764] Transportation  
1101-1123 E Hyde Park Blvd LLC  
1101-1123 E Hyde Park Blvd  
Lawn sprinkler  
King (4) O2016-8141  
Referred [C.J.p. 35736] Transportation  
111 South Wacker Venture LLC  
111 S Wacker Dr  
Planter  
Reilly (42) O2016-7613  
Referred [C.J.p. 34615] Transportation  
Passed [C.J.p. 35544]  
1401 State LLC  
1401 S State St  
Pile cap  
Dowell (3) O2016-8148  
Referred [C.J.p. 35733] Transportation  
1834 South Ashland Condo Assn  
1834 S Ashland Ave  
Balcony  
Solis (25) O2016-7495  
Referred [C.J.p. 34593] Transportation  
Passed [C.J.p. 35545]  
3 FNP Owner LLC  
70 W Madison St  
Bollard  
Reilly (42) O2016-8298  
Referred [C.J.p. 35764] Transportation

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### PUBLIC WAY USAGE

#### Grants of Privilege

3245 N. Ashland LLC  
 3245 N Ashland Ave  
 Balcony  
 Tunney (44) O2016-8296  
 Referred [C.J.p. 35768] Transportation  
 353 N Clark LLC  
 353 N Clark St  
 Manhole  
 Reilly (42) O2016-8277  
 Referred [C.J.p. 35763] Transportation  
 474 N Lake Shore Dr Condo Assn.  
 474 N Lake Shore Dr  
 Planter  
 Reilly (42) O2016-7615  
 Referred [C.J.p. 34615] Transportation  
 Passed [C.J.p. 35544]  
 5049 Drexel Avenue LLC  
 5049 S Drexel Blvd  
 Lawn Sprinkler  
 King (4) O2016-8143  
 Referred [C.J.p. 35736] Transportation  
 5229 Drexel Avenue LLC  
 5229 S Drexel Ave  
 Lawn Sprinkler  
 Hairston (5) O2016-8322  
 Referred [C.J.p. 35737] Transportation  
 5325 Hyde Park Blvd  
 5325 S Hyde Park Blvd  
 Lawn Sprinkler  
 Hairston (5) O2016-8323  
 Referred [C.J.p. 35737] Transportation  
 63rd & Pulaski Currency Exchange, Inc.  
 4021 W 63rd St  
 Sign  
 Zalewski (23) O2016-7474  
 Referred [C.J.p. 34591] Transportation  
 Passed [C.J.p. 35543]

### PUBLIC WAY USAGE

#### Grants of Privilege

7-Eleven  
 318 W Adams St  
 Sign  
 Reilly (42) O2016-7618  
 Referred [C.J.p. 34615] Transportation  
 Passed [C.J.p. 35542]  
 918 Hyde Park Blvd  
 918 E Hyde Park Blvd  
 Lawn sprinkler  
 King (4) O2016-8138  
 Referred [C.J.p. 35736] Transportation  
 A.K. Auto Service Inc.  
 4747 N Pulaski Rd  
 Sign  
 Ramirez-Rosa (35) O2016-7583  
 Referred [C.J.p. 34605] Transportation  
 Passed [C.J.p. 35438]  
 Akarrasel Child Care Centers  
 5504 W Fullerton Ave  
 Trash container  
 Reboyras (30) O2016-7561  
 Referred [C.J.p. 34600] Transportation  
 Passed [C.J.p. 35438]  
 Amazon Retail LLC  
 3441 N Southport Ave  
 Light fixture  
 Tunney (44) O2016-7630  
 Referred [C.J.p. 34618] Transportation  
 Passed [C.J.p. 35439]  
 Americash Loans LLC  
 105 W Madison St  
 Sign  
 Reilly (42) O2016-7496  
 Referred [C.J.p. 34612] Transportation  
 Passed [C.J.p. 35440]  
 Andy's Thai Kitchen II  
 6230 N Broadway  
 Light fixture  
 Osterman (48) O2016-8313  
 Referred [C.J.p. 35770] Transportation

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### PUBLIC WAY USAGE

#### Grants of Privilege

Anthony Giannini  
1100 W Taylor St  
Bay window  
Solis (25) O2016-8225  
Referred [C.J.p. 35748] Transportation  
Argimro Gamboa  
1816 S Peoria St  
Fence  
Solis (25) O2016-8221  
Referred [C.J.p. 35748] Transportation  
Argimro Gamboa  
1816 S Peoria St  
Fire escape  
Solis (25) O2016-8223  
Referred [C.J.p. 35748] Transportation  
Argimro Gamboa  
1816 S Peoria St  
Step  
Solis (25) O2016-8224  
Referred [C.J.p. 35748] Transportation  
AT&T  
1617 N Damen Ave  
Sign  
Hopkins (2) O2016-8136  
Referred [C.J.p. 35731] Transportation  
AT&T Authorized Retailer  
1724 W Lawrence Ave  
Sign  
Pawar (47) O2016-7658  
Referred [C.J.p. 34620] Transportation  
Passed [C.J.p. 35441]  
Athletico on Clark LLC  
24 E Chicago Ave  
Banner  
Reilly (42) O2016-8257  
Referred [C.J.p. 35762] Transportation

### PUBLIC WAY USAGE

#### Grants of Privilege

Athletico on Clark LLC  
24 E Chicago Ave  
Sign  
Reilly (42) O2016-8258  
Referred [C.J.p. 35762] Transportation  
ATI Physical Therapy  
3858 N Cicero Ave  
Sign  
Arena (45) O2016-7822  
Direct Introduction Transportation  
Passed [C.J.p. 35442]  
Auto Plus of Chicago  
4460 N Elston Ave  
Sign  
Laurino (39) O2016-7604  
Referred [C.J.p. 34609] Transportation  
Passed [C.J.p. 35442]  
Avenue Dental  
1844 W Chicago Ave  
Sign  
Moreno (1) O2016-8127  
Referred [C.J.p. 35729] Transportation  
Bangers & Lace  
1670 W Division St  
Windscreen  
Moreno (1) O2016-8128  
Referred [C.J.p. 35729] Transportation  
Barry Town Homes Condo Assoc.  
345 W Barry Ave  
Landscaping  
Tunney (44) O2016-7637  
Referred [C.J.p. 34618] Transportation  
Passed [C.J.p. 35443]  
Beaulieu Real Estate  
5341 W Belmont Ave  
Sign  
Reboyas (30) O2016-7809  
Direct Introduction Transportation  
Passed [C.J.p. 35444]

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**PUBLIC WAY USAGE**

Grants of Privilege

|                                |                |
|--------------------------------|----------------|
| Beef & Barley                  |                |
| 3001 N Ashland Ave             |                |
| Sign                           |                |
| Waguespack (32)                | O2016-7810     |
| Direct Introduction            | Transportation |
| Passed [C.J.p. 35445]          |                |
| Belmonte Liquors               |                |
| 600 S Cicero Ave               |                |
| Sign                           |                |
| Taliaferro (29)                | O2016-7555     |
| Referred [C.J.p. 34598]        | Transportation |
| Passed [C.J.p. 35446]          |                |
| Bentley's Pet Stuff            |                |
| 613 W Diversey Pkwy            |                |
| Sign                           |                |
| Smith (43)                     | O2016-8267     |
| Referred [C.J.p. 35766]        | Transportation |
| Best Western-Hawthorne Terrace |                |
| 3434 N Broadway                |                |
| Sign                           |                |
| Tunney (44)                    | O2016-7638     |
| Referred [C.J.p. 34619]        | Transportation |
| Passed [C.J.p. 35446]          |                |
| Beverly Art Center             |                |
| 2407 W 111th St                |                |
| Sign                           |                |
| O'Shea (19)                    | O2016-8003     |
| Referred [C.J.p. 35744]        | Transportation |
| BHLDN                          |                |
| 8 E Wacker Dr                  |                |
| Light fixture                  |                |
| Reilly (42)                    | O2016-8260     |
| Referred [C.J.p. 35762]        | Transportation |
| Big Wig                        |                |
| 770 N LaSalle Dr               |                |
| Door swing                     |                |
| Hopkins (2)                    | O2016-8137     |
| Referred [C.J.p. 35731]        | Transportation |

**PUBLIC WAY USAGE**

Grants of Privilege

|                                    |                |
|------------------------------------|----------------|
| Bijan Bistro                       |                |
| 633 N State St                     |                |
| Windscreen                         |                |
| Reilly (42)                        | O2016-8261     |
| Referred [C.J.p. 35762]            | Transportation |
| Birrieria Ocotlan Inc.             |                |
| 4007 E 106th St                    |                |
| Sign                               |                |
| Sadlowski Garza (10)               | O2016-8151     |
| Referred [C.J.p. 35740]            | Transportation |
| Birrieria Reyes De Ocotlan         |                |
| 1322 W 18th St                     |                |
| Sign                               |                |
| Solis (25)                         | O2016-8219     |
| Referred [C.J.p. 35747]            | Transportation |
| Black Sheep                        |                |
| 2535-2537 W Peterson Ave           |                |
| Sign - amend                       |                |
| O'Connor (40)                      | O2016-7764     |
| Referred [C.J.p. 34611]            | Transportation |
| Passed [C.J.p. 35547]              |                |
| Blue Cross Blue Shield of Illinois |                |
| 300 E Randolph St                  |                |
| Caisson                            |                |
| Reilly (42)                        | O2016-7498     |
| Referred [C.J.p. 34612]            | Transportation |
| Passed [C.J.p. 35447]              |                |
| BMO Harris Bank, N.A.              |                |
| 558 W Webster Ave                  |                |
| Sign                               |                |
| Smith (43)                         | O2016-7438     |
| Referred [C.J.p. 34617]            | Transportation |
| Passed [C.J.p. 35448]              |                |
| Boar's Head Cafe                   |                |
| 210 W Lake St                      |                |
| Sign                               |                |
| Reilly (42)                        | O2016-8262     |
| Referred [C.J.p. 35762]            | Transportation |

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#### Grants of Privilege

Bradley Properties, LP  
1915 W Chicago Ave  
Planter  
Moreno (1) O2016-7389  
Referred [C.J.p. 34574] Transportation  
Passed [C.J.p. 35449]  
Bread & Wine  
3732 W Irving Park Rd  
Sign  
Arena (45) O2016-8299  
Referred [C.J.p. 35768] Transportation  
British School of Chicago  
814 W Eastman St  
Bicycle rack  
Burnett (27) O2016-7507  
Referred [C.J.p. 34595] Transportation  
Passed [C.J.p. 35450]  
Broder Diversey LLC  
508 W Diversey Pkwy  
Bay window  
Tunney (44) O2016-8278  
Referred [C.J.p. 35767] Transportation  
Buckingham LLC, The  
59-67 E Van Buren St  
Planter  
Reilly (42) O2016-8263  
Referred [C.J.p. 35762] Transportation  
Burberry Limited  
633 N Michigan Ave  
Bicycle rack  
Reilly (42) O2016-7502  
Referred [C.J.p. 34613] Transportation  
Passed [C.J.p. 35450]  
Burberry Limited  
633 N Michigan Ave  
Fence  
Reilly (42) O2016-7505  
Referred [C.J.p. 34613] Transportation  
Passed [C.J.p. 35451]

### PUBLIC WAY USAGE

#### Grants of Privilege

Burberry Limited  
633 N Michigan Ave  
Planter  
Reilly (42) O2016-7506  
Referred [C.J.p. 34613] Transportation  
Passed [C.J.p. 35452]  
Butch McGuire's, Inc.  
20 W Division St  
Sign  
Hopkins (2) O2016-7398  
Referred [C.J.p. 34576] Transportation  
Passed [C.J.p. 35453]  
Canal Street Self Storage Co  
1601 S Canal St  
Loading dock  
Solis (25) O2016-7482  
Referred [C.J.p. 34592] Transportation  
Passed [C.J.p. 35454]  
Canal Street Self Storage Co.  
1601 S Canal St  
Stairway  
Solis (25) O2016-7484  
Referred [C.J.p. 34592] Transportation  
Passed [C.J.p. 35454]  
Carhartt  
1518 N Milwaukee Ave  
Sign  
Moreno (1) O2016-7391  
Referred [C.J.p. 34574] Transportation  
Passed [C.J.p. 35455]  
Caterpillar Care  
1701 W Chicago Ave  
Sign  
Moreno (1) O2016-7393  
Referred [C.J.p. 34574] Transportation  
Passed [C.J.p. 35456]

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**PUBLIC WAY USAGE**

Grants of Privilege

|                                         |                |
|-----------------------------------------|----------------|
| Cell Com of Chicago, Inc.               |                |
| 1801 S Racine Ave                       |                |
| Sign                                    |                |
| Solis (25)                              | O2016-7806     |
| Direct Introduction                     | Transportation |
| Passed [C.J.p. 35457]                   |                |
| Chicago Ashland LLC                     |                |
| 4701-4711 S Ashland Ave                 |                |
| Sign                                    |                |
| Cochran (20)                            | O2016-8160     |
| Referred [C.J.p. 35745]                 | Transportation |
| Chicago Children's Theatre              |                |
| 100 S Racine Ave                        |                |
| Light fixture                           |                |
| Burnett (27)                            | O2016-8232     |
| Referred [C.J.p. 35750]                 | Transportation |
| Chicago Greenworks LLC                  |                |
| 457 N Sacramento Ave                    |                |
| Conduit                                 |                |
| Burnett (27)                            | O2016-8234     |
| Referred [C.J.p. 35750]                 | Transportation |
| Chicago Park District                   |                |
| 8900 S Green Bay Ave                    |                |
| Landscaping                             |                |
| Sadlowski Garza (10)                    | O2016-8152     |
| Referred [C.J.p. 35740]                 | Transportation |
| Chicago Teachers Union Foundation, Inc. |                |
| 1901 W Carroll Ave                      |                |
| Bollard                                 |                |
| Burnett (27)                            | O2016-7509     |
| Referred [C.J.p. 34596]                 | Transportation |
| Passed [C.J.p. 35458]                   |                |
| Chipotle Mexican Grill                  |                |
| 2809 N Ashland Ave                      |                |
| Sign                                    |                |
| Waguespack (32)                         | O2016-8250     |
| Referred [C.J.p. 35756]                 | Transportation |

**PUBLIC WAY USAGE**

Grants of Privilege

|                               |                |
|-------------------------------|----------------|
| Claretian Assoc., Inc.        |                |
| 9100 S Burley Ave             |                |
| Bay window                    |                |
| Sadlowski Garza (10)          | O2016-7459     |
| Referred [C.J.p. 34584]       | Transportation |
| Passed [C.J.p. 35458]         |                |
| Clinton Lake LLC              |                |
| 211 N Clinton St              |                |
| Planter                       |                |
| Reilly (42)                   | O2016-7508     |
| Referred [C.J.p. 34613]       | Transportation |
| Passed [C.J.p. 35459]         |                |
| Club Gene & Georgetti         |                |
| 500 N Franklin St             |                |
| Sign                          |                |
| Reilly (42)                   | O2016-8265     |
| Referred [C.J.p. 35762]       | Transportation |
| Club Gene & Georgetti         |                |
| 500 N Franklin St             |                |
| Vault                         |                |
| Reilly (42)                   | O2016-8266     |
| Referred [C.J.p. 35762]       | Transportation |
| Columbian Condo Assn., The    |                |
| 1160 S Michigan Ave           |                |
| Light fixture                 |                |
| King (4)                      | O2016-8161     |
| Referred [C.J.p. 35734]       | Transportation |
| Comfort Care Home Health Care |                |
| 8527 S Stony Island Ave       |                |
| Sign                          |                |
| Harris (8)                    | O2016-8315     |
| Referred [C.J.p. 35739]       | Transportation |
| Conca D'Oro Bakery            |                |
| 6710 N Northwest Hwy          |                |
| Sign                          |                |
| Napolitano (41)               | O2016-7644     |
| Referred [C.J.p. 34611]       | Transportation |
| Passed [C.J.p. 35460]         |                |



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### PUBLIC WAY USAGE

#### Grants of Privilege

Corrib Irish Pub, The  
5522 N Elston Ave  
Sign  
Arena (45) O2016-7821  
Direct Introduction Transportation  
Passed [C.J.p. 35461]  
Cross Roads Bar & Grill, The  
1120 W Madison St  
Light fixture  
Solis (25) O2016-8220  
Referred [C.J.p. 35748] Transportation  
CVS Pharmacy No. 5394  
1200 N Ashland Ave  
Sign  
Moreno (1) O2016-7394  
Referred [C.J.p. 34575] Transportation  
Passed [C.J.p. 35462]  
Dat Donut  
8251 S Cottage Grove Ave  
Sign  
Harris (8) O2016-8316  
Referred [C.J.p. 35739] Transportation  
Delgado's Auto Service, Inc.  
1831 N Western Ave  
Sign  
Waguespack (32) O2016-8252  
Referred [C.J.p. 35756] Transportation  
Dermatology Physicians Group LLC  
2148 N Damen Ave  
Sign  
Waguespack (32) O2016-7811  
Direct Introduction Transportation  
Passed [C.J.p. 35462]  
Diversey Optical (for 31st Ward)  
4612 W Diversey Ave  
Sign  
Waguespack (32) O2016-8248  
Referred [C.J.p. 35755] Transportation

### PUBLIC WAY USAGE

#### Grants of Privilege

Dollar Tree No. 6354  
3920 W 79th St  
Sign  
Curtis (18) O2016-8158  
Referred [C.J.p. 35744] Transportation  
East Village Dental Care  
901 N Ashland Ave  
Sign - amend  
Moreno (1) O2016-7762  
Referred [C.J.p. 34575] Transportation  
Passed [C.J.p. 35547]  
Eley, Tom  
1936 N Mohawk St  
Bay window  
Smith (43) O2016-8269  
Referred [C.J.p. 35766] Transportation  
Elsewhere LLC  
3204 W Armitage Ave  
Light Fixture  
Maldonado (26) SO2016-7476  
Referred [C.J.p. 34594] Transportation  
Passed as [C.J.p. 35463]  
Substitute  
Enterprise Leasing Co. of Chicago LLC  
1842 N Milwaukee Ave  
Sign  
Waguespack (32) O2016-7519  
Referred [C.J.p. 34602] Transportation  
Passed [C.J.p. 35465]  
Enterprise Leasing Company of Chicago  
10 E Ohio St  
Sign  
Reilly (42) O2016-7528  
Referred [C.J.p. 34613] Transportation  
Passed [C.J.p. 35464]  
Enterprise Rent-A-Car  
303 W Lake St  
Sign  
Reilly (42) O2016-7532  
Referred [C.J.p. 34613] Transportation  
Passed [C.J.p. 35465]

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**PUBLIC WAY USAGE**

Grants of Privilege

|                         |                |
|-------------------------|----------------|
| Enterprise Rent-A-Car   |                |
| 201 W Madison St        |                |
| Sign                    |                |
| Reilly (42)             | O2016-7531     |
| Referred [C.J.p. 34613] | Transportation |
| Passed [C.J.p. 35466]   |                |
| Enterprise Rent-A-Car   |                |
| 5950 N Western Ave      |                |
| Sign                    |                |
| O'Connor (40)           | O2016-7625     |
| Referred [C.J.p. 34610] | Transportation |
| Passed [C.J.p. 35467]   |                |
| Ewing Annex Hotel       |                |
| 426 S Clark St          |                |
| Sign                    |                |
| King (4)                | O2016-7404     |
| Referred [C.J.p. 34580] | Transportation |
| Passed [C.J.p. 35468]   |                |
| Exfole8                 |                |
| 1308 W Madison St       |                |
| Sign                    |                |
| Burnett (27)            | O2016-7512     |
| Referred [C.J.p. 34596] | Transportation |
| Passed [C.J.p. 35469]   |                |
| Fado Irish Pub          |                |
| 100 W Grand Ave         |                |
| Light Fixture           |                |
| Reilly (42)             | O2016-7535     |
| Referred [C.J.p. 34613] | Transportation |
| Passed [C.J.p. 35469]   |                |
| Family Dental Care      |                |
| 1426 W Belmont Ave      |                |
| Sign                    |                |
| Tunney (44)             | O2016-8279     |
| Referred [C.J.p. 35767] | Transportation |
| Fernandez Auto Glass IV |                |
| 2733 N Western Ave      |                |
| Sign                    |                |
| Waguespack (32)         | O2016-8255     |
| Referred [C.J.p. 35756] | Transportation |

**PUBLIC WAY USAGE**

Grants of Privilege

|                           |                |
|---------------------------|----------------|
| Fireplace Inn             |                |
| 1448 N Wells St           |                |
| Sign - amend              |                |
| Burnett (27)              | O2016-7767     |
| Referred [C.J.p. 34596]   | Transportation |
| Passed [C.J.p. 35548]     |                |
| Fireside Tavern and Grill |                |
| 5739 N Ravenswood Ave     |                |
| Step                      |                |
| O'Connor (40)             | O2016-7628     |
| Referred [C.J.p. 34610]   | Transportation |
| Passed [C.J.p. 35470]     |                |
| Flo & Santo               |                |
| 1310 S Wabash Ave         |                |
| Light Fixture             |                |
| Dowell (3)                | O2016-7403     |
| Referred [C.J.p. 34579]   | Transportation |
| Passed [C.J.p. 35471]     |                |
| Floyd's 99 Illinois LLC   |                |
| 1401 W Irving Park Rd     |                |
| Sign                      |                |
| Pawar (47)                | O2016-7662     |
| Referred [C.J.p. 34621]   | Transportation |
| Passed [C.J.p. 35472]     |                |
| Francesca's Collections   |                |
| 5301 N Clark St           |                |
| Banner                    |                |
| Osterman (48)             | O2016-8319     |
| Referred [C.J.p. 35770]   | Transportation |
| Fred Lev Com              |                |
| 200 W Ohio St             |                |
| Sign                      |                |
| Reilly (42)               | O2016-8268     |
| Referred [C.J.p. 35763]   | Transportation |
| Gale Street Inn           |                |
| 4914 N Milwaukee Ave      |                |
| Sign                      |                |
| Arena (45)                | O2016-7823     |
| Direct Introduction       | Transportation |
| Passed [C.J.p. 35472]     |                |

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### PUBLIC WAY USAGE

#### Grants of Privilege

|                          |                |
|--------------------------|----------------|
| Garrett Popcorn Shops    |                |
| 625 N Michigan Ave       |                |
| Sign                     |                |
| Reilly (42)              | O2016-7538     |
| Referred [C.J.p. 34613]  | Transportation |
| Passed [C.J.p. 35473]    |                |
| Gerber Collision & Glass |                |
| 3015-3029 N Kedzie Ave   |                |
| Sign                     |                |
| Mell (33)                | O2016-7812     |
| Direct Introduction      | Transportation |
| Passed [C.J.p. 35474]    |                |
| Gibsons LLC              |                |
| 1028 N Rush St           |                |
| Light fixture            |                |
| Reilly (42)              | O2016-8270     |
| Referred [C.J.p. 35763]  | Transportation |
| Giri & The Goat          |                |
| 809-813 W Randolph St    |                |
| Trash container          |                |
| Burnett (27)             | O2016-8235     |
| Referred [C.J.p. 35750]  | Transportation |
| Golub & Co.              |                |
| 680 N Lake Shore Dr      |                |
| Planter                  |                |
| Reilly (42)              | O2016-8272     |
| Referred [C.J.p. 35763]  | Transportation |
| Goode Plumbing LLC       |                |
| 4594 N Elston Ave        |                |
| Sign                     |                |
| Laurino (39)             | O2016-7608     |
| Referred [C.J.p. 34610]  | Transportation |
| Passed [C.J.p. 35475]    |                |
| Google                   |                |
| 320 N Morgan St          |                |
| Sign                     |                |
| Burnett (27)             | O2016-7545     |
| Referred [C.J.p. 34596]  | Transportation |
| Passed [C.J.p. 35476]    |                |

### PUBLIC WAY USAGE

#### Grants of Privilege

|                         |                |
|-------------------------|----------------|
| Grassroots              |                |
| 3747 N Southport Ave    |                |
| Sign                    |                |
| Tunney (44)             | O2016-7820     |
| Direct Introduction     | Transportation |
| Passed [C.J.p. 35476]   |                |
| Gray, The               |                |
| 39 S LaSalle St         |                |
| Sign                    |                |
| Reilly (42)             | O2016-7540     |
| Referred [C.J.p. 34613] | Transportation |
| Passed [C.J.p. 35477]   |                |
| Grind Cafe, Inc., The   |                |
| 4613 N Lincoln Ave      |                |
| Sign                    |                |
| Pawar (47)              | O2016-7825     |
| Direct Introduction     | Transportation |
| Passed [C.J.p. 35478]   |                |
| Harper Theatre          |                |
| 5238 S Harper Ave       |                |
| Cornice                 |                |
| King (4)                | O2016-8164     |
| Referred [C.J.p. 35734] | Transportation |
| Harper Theatre          |                |
| 5238 S Harper Ave       |                |
| Door swing              |                |
| King (4)                | O2016-8166     |
| Referred [C.J.p. 35734] | Transportation |
| Hart 353 N Clark LLC    |                |
| 353 N Clark St          |                |
| Facade                  |                |
| Reilly (42)             | O2016-8273     |
| Referred [C.J.p. 35763] | Transportation |
| Hart 353 N Clark LLC    |                |
| 353 N Clark St          |                |
| Grease basin            |                |
| Reilly (42)             | O2016-8276     |
| Referred [C.J.p. 35763] | Transportation |

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### PUBLIC WAY USAGE

#### Grants of Privilege

##### HAVEN

930 E 43rd St

Bicycle Rack

King (4)

O2016-8168

Referred [C.J.p. 35734] Transportation

Heritage at Millennium Park Condo Assn., The

130 N Garland Ct

Caisson

Reilly (42)

O2016-7544

Referred [C.J.p. 34613] Transportation

Passed [C.J.p. 35479]

Heritage at Millennium Park Condo Assn., The

130 N Garland Ct

Planter

Reilly (42)

O2016-7557

Referred [C.J.p. 34614] Transportation

Passed [C.J.p. 35480]

Heritage at Millennium Park Condo Assn., The

130 N Garland Ct

Vault

Reilly (42)

O2016-7558

Referred [C.J.p. 34614] Transportation

Passed [C.J.p. 35481]

Ho-Chunk Nation

4738 N Milwaukee Ave

Sign

Arena (45)

O2016-8301

Referred [C.J.p. 35768] Transportation

Hollander, The

2022 W North Ave

Sign

Hopkins (2)

O2016-8140

Referred [C.J.p. 35731] Transportation

Horizon Group Management LLC

4759 N Maplewood Ave

Balcony

O'Connor (40)

O2016-7633

Referred [C.J.p. 34610] Transportation

Passed [C.J.p. 35481]

### PUBLIC WAY USAGE

#### Grants of Privilege

Howl at the Moon

26-30 W Hubbard St

Sign

Reilly (42)

O2016-8281

Referred [C.J.p. 35763] Transportation

Hugo's Frog Bar

1024 N Rush St

Light fixture

Reilly (42)

O2016-8282

Referred [C.J.p. 35763] Transportation

Imperial Lighting Maintenance Co.

4555 N Elston Ave

Sign

Laurino (39)

O2016-7617

Referred [C.J.p. 34610] Transportation

Passed [C.J.p. 35482]

Interpark

50 E Ohio St

Planter

Reilly (42)

O2016-7563

Referred [C.J.p. 34614] Transportation

Passed [C.J.p. 35483]

Interpark

177 N Wells St

Planter

Reilly (42)

O2016-7564

Referred [C.J.p. 34614] Transportation

Passed [C.J.p. 35484]

Island Furs

1827 W 103rd St

Sign

O'Shea (19)

O2016-8005

Referred [C.J.p. 35744] Transportation

Jack's Hot Dog

3577 W Armitage Ave

Sign

Maldonado (26)

O2016-8228

Referred [C.J.p. 35749] Transportation

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#### Grants of Privilege

Jan Mikulski  
4120 S Berkeley Ave  
Security fence  
King (4) O2016-8169  
Referred [C.J.p. 35734] Transportation  
Jerusalem Liquors  
3133-3135 W Lawrence Ave  
Sign  
Mell (33) O2016-8238  
Referred [C.J.p. 35757] Transportation  
Jessica Mousley  
1709 N Kimball Ave  
Bay window  
Maldonado (26) O2016-8229  
Referred [C.J.p. 35749] Transportation  
Jewel Food Store No. 3454  
4250 N Lincoln Ave  
Sign  
Pawar (47) O2016-8304  
Referred [C.J.p. 35769] Transportation  
John Buck Co., The  
111 S Wacker Dr  
Light fixture  
Reilly (42) O2016-8284  
Referred [C.J.p. 35763] Transportation  
Johnny O's  
3465 S Morgan St  
Sign  
Thompson (11) O2016-8154  
Referred [C.J.p. 35740] Transportation  
JSF Insurance Agency, Inc.  
4911 N Lincoln Ave  
Sign  
O'Connor (40) O2016-7816  
Direct Introduction Transportation  
Passed [C.J.p. 35485]

### PUBLIC WAY USAGE

#### Grants of Privilege

Kevin's Kitchen  
3501 N Clark St  
Sign  
Tunney (44) O2016-8280  
Referred [C.J.p. 35767] Transportation  
KFR LLC  
15 W Burton Pl  
Stairway  
Hopkins (2) O2016-8139  
Referred [C.J.p. 35731] Transportation  
Kiddie Steps 4 You Learning Center, Inc.  
1700 W 63rd St  
Sign  
Lopez (15) O2016-8001  
Referred [C.J.p. 35741] Transportation  
Kingston Mines  
2548 N Halsted St  
Sign  
Smith (43) O2016-8271  
Referred [C.J.p. 35766] Transportation  
Klee Plaza at Six Corners Condo Assn.  
4015 N Milwaukee Ave  
Sheeting  
Arena (45) O2016-8305  
Referred [C.J.p. 35768] Transportation  
Krehbiel, Fred  
1260 N Lake Shore Dr  
Fence  
Smith (43) O2016-8274  
Referred [C.J.p. 35766] Transportation  
Krehbiel, Fred  
1260 N Lake Shore Dr  
Light fixture  
Smith (43) O2016-7440  
Referred [C.J.p. 34617] Transportation  
Passed [C.J.p. 35485]

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**PUBLIC WAY USAGE**

Grants of Privilege

|                              |                |  |
|------------------------------|----------------|--|
| La Fontanella                |                |  |
| 2414 S Oakley Ave            |                |  |
| Sign                         |                |  |
| Solis (25)                   | O2016-7486     |  |
| Referred [C.J.p. 34592]      | Transportation |  |
| Passed [C.J.p. 35486]        |                |  |
| La Iguanita Restaurant, Inc. |                |  |
| 3733 S Kedzie Ave            |                |  |
| Sign                         |                |  |
| Cardenas (12)                | O2016-8157     |  |
| Referred [C.J.p. 35741]      | Transportation |  |
| La Michoacana Premium        |                |  |
| 3509 W Lawrence Ave          |                |  |
| Sign                         |                |  |
| Mell (33)                    | O2016-7814     |  |
| Direct Introduction          | Transportation |  |
| Passed [C.J.p. 35487]        |                |  |
| Lake Park Associates, Inc.   |                |  |
| 1459 E 53rd St               |                |  |
| Sign                         |                |  |
| Hairston (5)                 | O2016-8176     |  |
| Referred [C.J.p. 35737]      | Transportation |  |
| Lake Shore Plaza             |                |  |
| 432 E Grand Ave              |                |  |
| Light fixture                |                |  |
| Reilly (42)                  | O2016-7570     |  |
| Referred [C.J.p. 34614]      | Transportation |  |
| Passed [C.J.p. 35488]        |                |  |
| Lake Shore Plaza             |                |  |
| 436 E Grand Ave              |                |  |
| Light fixture                |                |  |
| Reilly (42)                  | O2016-7572     |  |
| Referred [C.J.p. 34614]      | Transportation |  |
| Passed [C.J.p. 35489]        |                |  |
| Lake Shore Plaza             |                |  |
| 440 E Grand Ave              |                |  |
| Light fixture                |                |  |
| Reilly (42)                  | O2016-7575     |  |
| Referred [C.J.p. 34614]      | Transportation |  |
| Passed [C.J.p. 35489]        |                |  |

**PUBLIC WAY USAGE**

Grants of Privilege

|                         |                |  |
|-------------------------|----------------|--|
| Lakeside Bank           |                |  |
| 1055 W Roosevelt Rd     |                |  |
| Sign                    |                |  |
| Solis (25)              | O2016-8226     |  |
| Referred [C.J.p. 35748] | Transportation |  |
| Lavender Park           |                |  |
| 2537 N Sheffield Ave    |                |  |
| Windscreen              |                |  |
| Smith (43)              | O2016-8275     |  |
| Referred [C.J.p. 35766] | Transportation |  |
| Laxi Liquor             |                |  |
| 6922 W Grand Ave        |                |  |
| Sign                    |                |  |
| Villegas (36)           | O2016-7585     |  |
| Referred [C.J.p. 34607] | Transportation |  |
| Passed [C.J.p. 35490]   |                |  |
| Leader Bar              |                |  |
| 3000 W Irving Park Rd   |                |  |
| Sign                    |                |  |
| Mell (33)               | O2016-7813     |  |
| Direct Introduction     | Transportation |  |
| Passed [C.J.p. 35491]   |                |  |
| Legend Nails            |                |  |
| 4466 W Montrose Ave     |                |  |
| Sign                    |                |  |
| Laurino (39)            | O2016-8006     |  |
| Referred [C.J.p. 35760] | Transportation |  |
| Life Storage            |                |  |
| 2051 N Austin Ave       |                |  |
| Sign                    |                |  |
| Taliaferro (29)         | O2016-8246     |  |
| Referred [C.J.p. 35752] | Transportation |  |
| Life Storage LP         |                |  |
| 3626 N Broadway         |                |  |
| Banner                  |                |  |
| Cappleman (46)          | O2016-8302     |  |
| Referred [C.J.p. 35769] | Transportation |  |

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### PUBLIC WAY USAGE

#### Grants of Privilege

|                                      |                |
|--------------------------------------|----------------|
| LifeStorage of State Street          |                |
| 2341 S State St                      |                |
| Sign                                 |                |
| Dowell (3)                           | O2016-8147     |
| Referred [C.J.p. 35733]              | Transportation |
| Little Beet Table, The               |                |
| 845 N State St                       |                |
| Sign                                 |                |
| Hopkins (2)                          | O2016-8142     |
| Referred [C.J.p. 35731]              | Transportation |
| Lovers Playground                    |                |
| 1246 W Randolph St                   |                |
| Sign                                 |                |
| Burnett (27)                         | O2016-8237     |
| Referred [C.J.p. 35750]              | Transportation |
| Loyola University Chicago            |                |
| 800 N Wabash Ave                     |                |
| Kiosk                                |                |
| Reilly (42)                          | O2016-8286     |
| Referred [C.J.p. 35764]              | Transportation |
| Loyola University of Chicago         |                |
| 16 E Pearson St                      |                |
| Monument                             |                |
| Hopkins (2)                          | O2016-8145     |
| Referred [C.J.p. 35731]              | Transportation |
| Luxottica Retail North America, Inc. |                |
| 3428 N Southport Ave                 |                |
| Sign                                 |                |
| Tunney (44)                          | O2016-8283     |
| Referred [C.J.p. 35767]              | Transportation |
| Madison & Events International       |                |
| 1348 W Concord Pl                    |                |
| Door swing - amend                   |                |
| Hopkins (2)                          | O2016-8112     |
| Referred [C.J.p. 35732]              | Transportation |

### PUBLIC WAY USAGE

#### Grants of Privilege

|                               |                |
|-------------------------------|----------------|
| Mama's Boy                    |                |
| 445 N Dearborn St             |                |
| Light fixture                 |                |
| Reilly (42)                   | O2016-7579     |
| Referred [C.J.p. 34614]       | Transportation |
| Passed [C.J.p. 35492]         |                |
| MB Financial Bank             |                |
| 932 W Randolph St             |                |
| Banner                        |                |
| Burnett (27)                  | O2016-7546     |
| Referred [C.J.p. 34596]       | Transportation |
| Passed [C.J.p. 35492]         |                |
| McGrath City Honda            |                |
| 6701 W Grand Ave              |                |
| Sign                          |                |
| Villegas (36)                 | O2016-7815     |
| Direct Introduction           | Transportation |
| Passed [C.J.p. 35493]         |                |
| Messeresmith, Richard N       |                |
| 1658 N Harding Ave            |                |
| Bay window                    |                |
| Maldonado (26)                | O2016-7479     |
| Referred [C.J.p. 34595]       | Transportation |
| Passed [C.J.p. 35494]         |                |
| Milaknis Animal Hospital Ltd. |                |
| 5638 N Western Ave            |                |
| Planter                       |                |
| O'Connor (40)                 | O2016-8253     |
| Referred [C.J.p. 35761]       | Transportation |
| Mirai Sushi                   |                |
| 2020 W Division St            |                |
| Windscreen                    |                |
| Moreno (1)                    | O2016-7396     |
| Referred [C.J.p. 34575]       | Transportation |
| Passed [C.J.p. 35495]         |                |
| Miska's/Eva's Sports Bar      |                |
| 7171-7173 W Grand Ave         |                |
| Light Fixture                 |                |
| Taliaferro (29)               | O2016-7556     |
| Referred [C.J.p. 34599]       | Transportation |
| Passed [C.J.p. 35495]         |                |

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Grants of Privilege

|                              |                |
|------------------------------|----------------|
| Molo, Steve and Mary         |                |
| 341 W Wellington Ave         |                |
| Fence                        |                |
| Tunney (44)                  | O2016-7653     |
| Referred [C.J.p. 34619]      | Transportation |
| Passed [C.J.p. 35497]        |                |
| Molo, Steve and Mary         |                |
| 341 W Wellington Ave         |                |
| Fence                        |                |
| Tunney (44)                  | O2016-7646     |
| Referred [C.J.p. 34619]      | Transportation |
| Passed [C.J.p. 35496]        |                |
| Montrose Deli & Fruit Market |                |
| 5411 W Montrose Ave          |                |
| Sign                         |                |
| Sposato (38)                 | O2016-8247     |
| Referred [C.J.p. 35759]      | Transportation |
| Moon Star Grocery, Inc.      |                |
| 735 W 69th St                |                |
| Light Fixture                |                |
| Sawyer (6)                   | O2016-8144     |
| Referred [C.J.p. 35738]      | Transportation |
| Na Hoku, Inc.                |                |
| 600 N Michigan Ave           |                |
| Sign                         |                |
| Reilly (42)                  | O2016-8287     |
| Referred [C.J.p. 35764]      | Transportation |
| Native Foods Cafe            |                |
| 218 S Clark St               |                |
| Sign                         |                |
| Reilly (42)                  | O2016-8289     |
| Referred [C.J.p. 35764]      | Transportation |
| Native Foods Cafe            |                |
| 1484 N Milwaukee Ave         |                |
| Sign                         |                |
| Moreno (1)                   | O2016-8130     |
| Referred [C.J.p. 35729]      | Transportation |

**PUBLIC WAY USAGE**

Grants of Privilege

|                                |                |
|--------------------------------|----------------|
| Neighborspace                  |                |
| 4200-4298 N Ravenswood Ave     |                |
| Landscaping                    |                |
| Pawar (47)                     | O2016-8306     |
| Referred [C.J.p. 35769]        | Transportation |
| Neighborspace                  |                |
| 4300-4398 N Ravenswood Ave     |                |
| Landscaping                    |                |
| Pawar (47)                     | O2016-8307     |
| Referred [C.J.p. 35769]        | Transportation |
| Northwestern Memorial Hospital |                |
| 251 E Huron St                 |                |
| Acid basin                     |                |
| Reilly (42)                    | O2016-8291     |
| Referred [C.J.p. 35764]        | Transportation |
| Northwestern Memorial Hospital |                |
| 201 E Superior St              |                |
| Catch basin                    |                |
| Reilly (42)                    | O2016-7580     |
| Referred [C.J.p. 34614]        | Transportation |
| Passed [C.J.p. 35498]          |                |
| NTB No. 496                    |                |
| 2819 N Central Ave             |                |
| Sign                           |                |
| Santiago (31)                  | O2016-7574     |
| Referred [C.J.p. 34601]        | Transportation |
| Passed [C.J.p. 35499]          |                |
| Old Town School of Folk Music  |                |
| 4545 N Lincoln Ave             |                |
| Banner                         |                |
| Pawar (47)                     | O2016-8309     |
| Referred [C.J.p. 35769]        | Transportation |
| One Medical Group              |                |
| 415 N LaSalle Dr               |                |
| Sign                           |                |
| Reilly (42)                    | O2016-7819     |
| Direct Introduction            | Transportation |
| Passed [C.J.p. 35499]          |                |



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#### Grants of Privilege

Opart Thai  
1371 W Chicago Ave  
Sign  
Burnett (27) O2016-7549  
Referred [C.J.p. 34596] Transportation  
Passed [C.J.p. 35500]  
Orangetheory Fitness  
823 W Madison St  
Sign  
Burnett (27) O2016-8240  
Referred [C.J.p. 35750] Transportation  
Original Scoops Chicago Inc., The  
608 W 31st St  
Sign  
Thompson (11) O2016-8156  
Referred [C.J.p. 35740] Transportation  
Parkview Grocer  
1940 N Clark St  
Light fixture  
Smith (43) O2016-7444  
Referred [C.J.p. 34617] Transportation  
Passed [C.J.p. 35501]  
Paul Ries & Son  
3936-3940 W Armitage Ave  
Security camera  
Maldonado (26) O2016-7478  
Referred [C.J.p. 34595] Transportation  
Passed [C.J.p. 35502]  
Pompei Bakery  
1531 W Taylor St  
Occupation of space  
Ervin (28) O2016-7501  
Referred [C.J.p. 34598] Transportation  
Passed [C.J.p. 35503]  
Pork and Mindy's  
1623 N Milwaukee Ave  
Sign  
Hopkins (2) O2016-7400  
Referred [C.J.p. 34576] Transportation  
Passed [C.J.p. 35503]

### PUBLIC WAY USAGE

#### Grants of Privilege

Pottery Barn No. 994  
1000 W North Ave  
Sign  
Hopkins (2) O2016-7401  
Referred [C.J.p. 34577] Transportation  
Passed [C.J.p. 35504]  
PPF SS 2751 North Clybourn  
2757 N Clybourn Ave  
Bollard  
Waguespack (32) O2016-7521  
Referred [C.J.p. 34602] Transportation  
Passed [C.J.p. 35505]  
Premier Therapy LLC  
3950 N Ashland Ave  
Sign  
Pawar (47) O2016-8310  
Referred [C.J.p. 35770] Transportation  
Pret A Manger  
73 W Monroe St  
Sign  
Reilly (42) O2016-7595  
Referred [C.J.p. 34614] Transportation  
Passed [C.J.p. 35506]  
Promiseland Learning Center, Inc.  
6203 W Montrose Ave  
Door swing  
Sposato (38) O2016-7590  
Referred [C.J.p. 34609] Transportation  
Passed [C.J.p. 35507]  
Providence St. Mel High School  
119 S Central Park Blvd  
Conduit  
Ervin (28) O2016-7504  
Referred [C.J.p. 34598] Transportation  
Passed [C.J.p. 35507]  
Quad Communities Development  
528-530 E 43rd St  
Planter  
King (4) O2016-8175  
Referred [C.J.p. 35735] Transportation

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Grants of Privilege

Quad Communities Development  
643-1120 E 47th St  
Planter  
King (4) O2016-8177  
Referred [C.J.p. 35735] Transportation  
Quad Communities Development  
4532 S Cottage Grove Ave  
Planter  
King (4) O2016-8172  
Referred [C.J.p. 35734] Transportation  
Quad Communities Development Corp  
4254 S Cottage Grove Ave  
Planter  
King (4) O2016-8208  
Referred [C.J.p. 35735] Transportation  
Quad Communities Development Corp  
4291 S Cottage Grove Ave  
Planter  
King (4) O2016-8209  
Referred [C.J.p. 35735] Transportation  
Quad Communities Development Corp  
4314 S Cottage Grove Ave  
Planter  
King (4) O2016-8210  
Referred [C.J.p. 35735] Transportation  
Quad Communities Development Corp  
4506 S Cottage Grove Ave  
Planter  
King (4) O2016-8212  
Referred [C.J.p. 35735] Transportation  
Quad Communities Development Corp  
4507 S Cottage Grove Ave  
Planter  
King (4) O2016-8214  
Referred [C.J.p. 35735] Transportation  
Quad Communities Development Corp  
4900 S Cottage Grove Ave  
Planter  
King (4) O2016-8218  
Referred [C.J.p. 35735] Transportation

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Grants of Privilege

Quad Communities Development Corp.  
4425 S Cottage Grove Ave  
Planter  
King (4) O2016-8211  
Referred [C.J.p. 35735] Transportation  
Quad Communities Development Corp.  
4654 S Cottage Grove Ave  
Planter  
King (4) O2016-8216  
Referred [C.J.p. 35735] Transportation  
Quad Communities Development Corporation  
4848 S Cottage Grove Ave  
Planter  
King (4) O2016-8217  
Referred [C.J.p. 35735] Transportation  
Quads Gym, Inc.  
3727 N Broadway  
Sign  
Cappleman (46) O2016-8303  
Referred [C.J.p. 35769] Transportation  
Rail Bar & Grill, The  
4709 N Damen Ave  
Sign  
Pawar (47) O2016-7824  
Direct Introduction Transportation  
Passed [C.J.p. 35508]  
Ravens  
2326 N Clark St  
Sign  
Smith (43) O2016-7446  
Referred [C.J.p. 34617] Transportation  
Passed [C.J.p. 35509]  
Rehabilitation Institute of Chicago  
355 E Erie St  
Sign  
Reilly (42) O2016-7601  
Referred [C.J.p. 34615] Transportation  
Passed [C.J.p. 35510]

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### PUBLIC WAY USAGE

#### Grants of Privilege

River North Devco LLC  
 71 W Hubbard St  
 Caisson  
 Reilly (42) O2016-8292  
 Referred [C.J.p. 35764] Transportation  
 Rogers Park Vintage Management LLC  
 1821 W Berteau Ave  
 Door swing  
 Pawar (47) O2016-7656  
 Referred [C.J.p. 34621] Transportation  
 Passed [C.J.p. 35511]  
 Ronero  
 738 W Randolph St  
 Sign  
 Burnett (27) O2016-7808  
 Direct Introduction Transportation  
 Passed [C.J.p. 35511]  
 Room 7  
 7 W Division St  
 Sign  
 Hopkins (2) O2016-7804  
 Direct Introduction Transportation  
 Passed [C.J.p. 35512]  
 Roscoe's Tavern Ltd.  
 809 W Roscoe St  
 Diagonal parking  
 Tunney (44) O2016-8285  
 Referred [C.J.p. 35767] Transportation  
 Royal Saving Bank  
 5400 S Pulaski Rd  
 Sign  
 Zalewski (23) O2016-7472  
 Referred [C.J.p. 34591] Transportation  
 Passed [C.J.p. 35513]  
 Royal Savings Bank  
 1823 W 47th St  
 Sign  
 Lopez (15) O2016-7805  
 Direct Introduction Transportation  
 Passed [C.J.p. 35514]

### PUBLIC WAY USAGE

#### Grants of Privilege

Safeguard Self Storage  
 1909 W 95th St  
 Bollard  
 O'Shea (19) O2016-7465  
 Referred [C.J.p. 34590] Transportation  
 Passed [C.J.p. 35515]  
 Sarpino's Pizzeria  
 1852 N Damen Ave  
 Sign  
 Waguespack (32) O2016-7522  
 Referred [C.J.p. 34602] Transportation  
 Passed [C.J.p. 35515]  
 Scooter's Frozen Custard LLC  
 1658 W Belmont Ave  
 Planter  
 Pawar (47) O2016-7659  
 Referred [C.J.p. 34621] Transportation  
 Passed [C.J.p. 35516]  
 Seneca Strategic Venture LLC  
 200 E Chestnut St  
 Door swing  
 Hopkins (2) O2016-8146  
 Referred [C.J.p. 35732] Transportation  
 Shoreham Development Group LLC  
 400 E South Water St  
 Planter  
 Reilly (42) O2016-7603  
 Referred [C.J.p. 34615] Transportation  
 Passed [C.J.p. 35517]  
 Shout Outdoor Media  
 451 N Racine Ave  
 Sign  
 Burnett (27) O2016-8241  
 Referred [C.J.p. 35750] Transportation  
 Sight Optical  
 1800 N Milwaukee Ave  
 Sign  
 Waguespack (32) O2016-7578  
 Referred [C.J.p. 34602] Transportation  
 Passed [C.J.p. 35518]

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### PUBLIC WAY USAGE

#### Grants of Privilege

Silver Tower Chicago Condo Assn. LLC  
303 W Ohio St  
Planter  
Reilly (42) O2016-8295  
Referred [C.J.p. 35764] Transportation  
Snappy's Shrimp  
1901 W Irving Park Rd  
Sign  
Pawar (47) O2016-8311  
Referred [C.J.p. 35770] Transportation  
Southeast Chicago Chamber of Commerce  
1100 E 87th St  
Trash container  
Harris (8) O2016-7437  
Referred [C.J.p. 34583] Transportation  
Passed [C.J.p. 35522]  
Southeast Chicago Chamber of Commerce  
1100 E 87th St  
Trash container  
Harris (8) O2016-7442  
Referred [C.J.p. 34583] Transportation  
Passed [C.J.p. 35523]  
Southeast Chicago Chamber of Commerce  
1246 E 87th St  
Trash container  
Harris (8) O2016-8321  
Referred [C.J.p. 35739] Transportation  
Southeast Chicago Chamber of Commerce  
1246 E 87th St  
Trash container  
Harris (8) O2016-7449  
Referred [C.J.p. 34584] Transportation  
Passed [C.J.p. 35524]  
Southeast Chicago Chamber of Commerce  
1325 E 87th St  
Trash container  
Harris (8) O2016-7454  
Referred [C.J.p. 34584] Transportation  
Passed [C.J.p. 35524]

### PUBLIC WAY USAGE

#### Grants of Privilege

Southeast Chicago Chamber of Commerce  
7901 S Stony Island Ave  
Trash container  
Harris (8) O2016-7413  
Referred [C.J.p. 34583] Transportation  
Passed [C.J.p. 35519]  
Southeast Chicago Chamber of Commerce  
8240 S Stony Island Ave  
Trash container  
Harris (8) O2016-7416  
Referred [C.J.p. 34583] Transportation  
Passed [C.J.p. 35519]  
Southeast Chicago Chamber of Commerce  
8650 S Stony Island Ave  
Trash container  
Harris (8) O2016-7417  
Referred [C.J.p. 34583] Transportation  
Passed [C.J.p. 35520]  
Split-Rail  
2500 W Chicago Ave  
Door swing  
Maldonado (26) O2016-7480  
Referred [C.J.p. 34595] Transportation  
Passed [C.J.p. 35525]  
Split-rail  
2500 W Chicago Ave  
Light fixture  
Maldonado (26) O2016-7481  
Referred [C.J.p. 34595] Transportation  
Passed [C.J.p. 35526]  
Springmasters Auto Repair, Inc.  
5223 W Lake St  
Sign  
Mitts (37) O2016-7588  
Referred [C.J.p. 34608] Transportation  
Passed [C.J.p. 35527]  
St. Ignatius College Prep, Inc.  
1076 W Roosevelt Rd  
Planter  
Solis (25) O2016-8231  
Referred [C.J.p. 35748] Transportation

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### PUBLIC WAY USAGE

#### Grants of Privilege

Stan's Donut Roosevelt Road LLC  
26 E Roosevelt Rd  
Sign  
King (4) O2016-8134  
Referred [C.J.p. 35736] Transportation  
Starbucks Coffee No. 26368  
3030 N Broadway  
Sign  
Tunney (44) O2016-8288  
Referred [C.J.p. 35767] Transportation  
Sutton Liquor  
9041 S Ashland Ave  
Sign  
Brookins (21) O2016-7468  
Referred [C.J.p. 34590] Transportation  
Passed [C.J.p. 35527]  
Sweet Rice  
1746 N Western Ave  
Sign  
Moreno (1) O2016-7397  
Referred [C.J.p. 34575] Transportation  
Passed [C.J.p. 35528]  
Swiss Fine Timing and Jewelry  
70 E Walton St  
Banner  
Reilly (42) O2016-7606  
Referred [C.J.p. 34615] Transportation  
Passed [C.J.p. 35529]  
T Joels Family Restaurant  
1928 W Cermak Rd  
Sign  
Solis (25) O2016-7488  
Referred [C.J.p. 34593] Transportation  
Passed [C.J.p. 35530]  
Tasty Sub  
2001 W Howard St  
Sign  
Moore (49) O2016-8009  
Referred [C.J.p. 35771] Transportation

### PUBLIC WAY USAGE

#### Grants of Privilege

Tommy's on Higgins  
6954 W Giddings St  
Sign  
Napolitano (41) O2016-8254  
Referred [C.J.p. 35761] Transportation  
Topo Gigio Ristorante  
1514-1516 N Wells St  
Sign  
Burnett (27) O2016-8243  
Referred [C.J.p. 35751] Transportation  
Transmission Experts  
6737 S Western Ave  
Sign  
Moore (17) O2016-7463  
Referred [C.J.p. 34589] Transportation  
Passed [C.J.p. 35531]  
Triple Crown Restaurant  
2217 S Wentworth Ave  
Sign  
Solis (25) O2016-8233  
Referred [C.J.p. 35748] Transportation  
Uncle Bobby's  
13359 S Avenue M  
Sign  
Sadlowski Garza (10) O2016-7460  
Referred [C.J.p. 34584] Transportation  
Passed [C.J.p. 35531]  
United in Faith Lutheran Church  
6525 W Irving Park Rd  
Sign  
Sposato (38) O2016-8249  
Referred [C.J.p. 35759] Transportation  
University of Chicago  
916-918 E 57th St  
Vault  
Hairston (5) O2016-8318  
Referred [C.J.p. 35735] Transportation

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**PUBLIC WAY USAGE**

Grants of Privilege

|                         |                |
|-------------------------|----------------|
| University of Chicago   |                |
| 917-919 E 57th St       |                |
| Vault                   |                |
| Hairston (5)            | O2016-8320     |
| Referred [C.J.p. 35735] | Transportation |
| University of Chicago   |                |
| 1224-1226 E 61st St     |                |
| Vault                   |                |
| Cochran (20)            | O2016-8186     |
| Referred [C.J.p. 35746] | Transportation |
| University of Chicago   |                |
| 1300-1314 E 61st St     |                |
| Pipe                    |                |
| Cochran (20)            | O2016-8184     |
| Referred [C.J.p. 35746] | Transportation |
| University of Chicago   |                |
| 1310-1314 E 61st St     |                |
| Vault                   |                |
| Cochran (20)            | O2016-8189     |
| Referred [C.J.p. 35746] | Transportation |
| University of Chicago   |                |
| 6030 S Dorchester Ave   |                |
| Conduit                 |                |
| Cochran (20)            | O2016-8165     |
| Referred [C.J.p. 35745] | Transportation |
| University of Chicago   |                |
| 5620-5636 S Drexel Ave  |                |
| Conduit                 |                |
| Hairston (5)            | O2016-8183     |
| Referred [C.J.p. 35737] | Transportation |
| University of Chicago   |                |
| 5621-5641 S Drexel Ave  |                |
| Conduit                 |                |
| Hairston (5)            | O2016-8179     |
| Referred [C.J.p. 35737] | Transportation |

**PUBLIC WAY USAGE**

Grants of Privilege

|                              |                |
|------------------------------|----------------|
| University of Chicago        |                |
| 5621-5641 S Drexel Ave       |                |
| Pipe                         |                |
| Hairston (5)                 | O2016-7407     |
| Referred [C.J.p. 34582]      | Transportation |
| Passed [C.J.p. 35532]        |                |
| University of Chicago        |                |
| 5636-5710 S Drexel Ave       |                |
| Conduit                      |                |
| Hairston (5)                 | O2016-8185     |
| Referred [C.J.p. 35737]      | Transportation |
| University of Chicago        |                |
| 5645-5648 S Drexel Ave       |                |
| Vault                        |                |
| Hairston (5)                 | O2016-8314     |
| Referred [C.J.p. 35735]      | Transportation |
| University of Chicago        |                |
| 5710-5730 S Drexel Ave       |                |
| Conduit                      |                |
| Hairston (5)                 | O2016-8294     |
| Referred [C.J.p. 35737]      | Transportation |
| University of Chicago        |                |
| 6054-6059 S Ellis Ave        |                |
| Conduit                      |                |
| Cochran (20)                 | O2016-8173     |
| Referred [C.J.p. 35745]      | Transportation |
| University of Chicago        |                |
| 1400-1426 E Midway Plaisance |                |
| Pipe                         |                |
| Hairston (5)                 | O2016-8312     |
| Referred [C.J.p. 35737]      | Transportation |
| University of Chicago        |                |
| 6052-6057 S University Ave   |                |
| Conduit                      |                |
| Cochran (20)                 | O2016-8181     |
| Referred [C.J.p. 35745]      | Transportation |

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### PUBLIC WAY USAGE

#### Grants of Privilege

University of Chicago  
6052-6059 S Woodlawn Ave  
Conduit  
Cochran (20) O2016-8182  
Referred [C.J.p. 35745] Transportation  
University of Chicago (File No. 57)  
929 E 57th St  
Slurry wall tie-back anchor lines  
Hairston (5) O2016-7408  
Referred [C.J.p. 34582] Transportation  
Passed [C.J.p. 35533]  
University Station Condominium Assn  
1550 S Blue Island Ave  
Planter  
Solis (25) O2016-7493  
Referred [C.J.p. 34593] Transportation  
Passed [C.J.p. 35534]  
V & M Tecnico Centro Automotriz, Inc.  
3017 W 26th St  
Sign  
Cardenas (12) O2016-7461  
Referred [C.J.p. 34586] Transportation  
Passed [C.J.p. 35535]  
Verizon Wireless  
3607 N Cicero Ave  
Occupation of space  
Reboyras (30) O2016-7565  
Referred [C.J.p. 34600] Transportation  
Passed [C.J.p. 35536]  
Verizon Wireless  
6600 N Lightfoot Ave  
Occupation of space  
Napolitano (41) O2016-7647  
Referred [C.J.p. 34611] Transportation  
Passed [C.J.p. 35536]  
Verizon Wireless  
6014 W Montrose Ave  
Occupation of space  
Sposato (38) O2016-8251  
Referred [C.J.p. 35759] Transportation

### PUBLIC WAY USAGE

#### Grants of Privilege

Verizon Wireless  
264 N Western Ave  
Occupation of space  
Burnett (27) O2016-7551  
Referred [C.J.p. 34596] Transportation  
Passed [C.J.p. 35537]  
Wacker GP, Inc.  
35 E Wacker Dr  
Clock projecting - amend  
Reilly (42) O2016-7769  
Referred [C.J.p. 34615] Transportation  
Passed [C.J.p. 35548]  
Walgreens #147  
3611 E 106th St  
Trash container  
Sadlowski Garza (10) O2016-8153  
Referred [C.J.p. 35740] Transportation  
West River Spa  
1212 W Grand Ave  
Light fixture  
Burnett (27) O2016-8244  
Referred [C.J.p. 35751] Transportation  
WHCP-N 2050 LLC  
2050 N Clark St  
Light fixture  
Smith (43) O2016-7451  
Referred [C.J.p. 34618] Transportation  
Passed [C.J.p. 35538]  
WHCP-N 2050 LLC  
2050 N Clark St  
Tree grate  
Smith (43) O2016-7455  
Referred [C.J.p. 34618] Transportation  
Passed [C.J.p. 35539]  
Whitewater 24 Hour Laundry, Inc.  
2641 W 59th St  
Sign  
Foulkes (16) O2016-8002  
Referred [C.J.p. 35742] Transportation

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**PUBLIC WAY USAGE**

Grants of Privilege

|                          |                |
|--------------------------|----------------|
| Wildwood Photography     |                |
| 3726 N Southport Ave     |                |
| Sign                     |                |
| Tunney (44)              | O2016-8290     |
| Referred [C.J.p. 35767]  | Transportation |
| Wintrust Bank            |                |
| 1800 S Blue Island Ave   |                |
| Sign                     |                |
| Solis (25)               | O2016-7807     |
| Referred                 | Transportation |
| Passed [C.J.p. 35540]    |                |
| Wintrust Bank            |                |
| 600 N McClurg Ct         |                |
| Sign                     |                |
| Reilly (42)              | O2016-7818     |
| Direct Introduction      | Transportation |
| Passed [C.J.p. 35540]    |                |
| Wit, The                 |                |
| 201 N State St           |                |
| Banner                   |                |
| Reilly (42)              | O2016-8297     |
| Referred [C.J.p. 35764]  | Transportation |
| Wm J Cassidy Tire & Auto |                |
| 824 W Diversey Ave       |                |
| Sign                     |                |
| Tunney (44)              | O2016-8293     |
| Referred [C.J.p. 35767]  | Transportation |
| Xippo                    |                |
| 3759 N Damen Ave         |                |
| Sign                     |                |
| Pawar (47)               | O2016-7826     |
| Direct Introduction      | Transportation |
| Passed [C.J.p. 35541]    |                |
| Lift Storage, L.P.       |                |
| 1601 S Ashland Ave       |                |
| Sign                     |                |
| Solis (25)               | O2016-8230     |
| Referred [C.J.p. 35748]  | Transportation |

**PUBLIC WAY USAGE**

|                                          |                |
|------------------------------------------|----------------|
| Quad Communities Development Corporation |                |
| 528-532 E 43rd St                        |                |
| Planter                                  |                |
| King (4)                                 | O2016-8222     |
| Referred [C.J.p. 35736]                  | Transportation |

**REPORTS**

Annual

|                                                                                                                                         |          |
|-----------------------------------------------------------------------------------------------------------------------------------------|----------|
| Office of Inspector General follow-up inquiry of<br>2015 audit regarding Department of Family and<br>Support Services Homeless Services |          |
| Dept./Agency                                                                                                                            | F2016-52 |
| Filed [C.J.p. 34673]                                                                                                                    |          |

Quarterly

|                                                |          |
|------------------------------------------------|----------|
| Office of Inspector General                    |          |
| Period of July 1, 2016 thru September 30, 2016 |          |
| Dept./Agency                                   | F2016-51 |
| Filed [C.J.p. 34673]                           |          |

**SIGNS/SIGNBOARDS**

|                            |            |
|----------------------------|------------|
| 365 Ourdoor LLC            |            |
| 1537 N Damen Ave           |            |
| Moreno (1)                 | O2016-8336 |
| Referred [C.J.p. 35731]    | Zoning     |
| Custom Sign Consultants    |            |
| 905 S Menard Ave           |            |
| Taliaferro (29)            | Or2016-601 |
| Referred [C.J.p. 35753]    | Zoning     |
| Design Group Signage Corp. |            |
| 1 W Wacker Dr              |            |
| Reilly (42)                | Or2016-598 |
| Referred [C.J.p. 35765]    | Zoning     |
| Doyle Signs, Inc.          |            |
| 500 W Monroe St            |            |
| Reilly (42)                | Or2016-599 |
| Referred [C.J.p. 35765]    | Zoning     |
| H.M. Witt & Co. Signs      |            |
| 1832 W Juneway Ter         |            |
| Moore (49)                 | Or2016-630 |
| Referred [C.J.p. 35772]    | Zoning     |
| H.M. Witt & Co. Signs      |            |
| 1832 W Juneway Ter         |            |
| Moore (49)                 | Or2016-604 |
| Referred [C.J.p. 35772]    | Zoning     |



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### SIGNS/SIGNBOARDS

|                               |            |
|-------------------------------|------------|
| Icon Identity Solutions, Inc. |            |
| 1154 S Clark St               |            |
| King (4)                      | Or2016-613 |
| Referred [C.J.p. 35736]       | Zoning     |
| Landmark Sign Co.             |            |
| 2757 N Clybourn Ave           |            |
| Waguespack (32)               | Or2016-605 |
| Referred [C.J.p. 35756]       | Zoning     |
| Magic Sign                    |            |
| 1743 N Harlem Ave             |            |
| Taliaferro (29)               | Or2016-617 |
| Referred [C.J.p. 35753]       | Zoning     |
| OOS Investments LLC           |            |
| 770 N Milwaukee Ave           |            |
| Burnett (27)                  | Or2016-606 |
| Referred [C.J.p. 35752]       | Zoning     |
| Parvin-Clauss Sign Co.        |            |
| 2536 N Elston Ave             |            |
| Moreno (1)                    | Or2016-610 |
| Referred [C.J.p. 35730]       | Zoning     |
| Parvin-Clauss Sign Co.        |            |
| 2536 N Elston Ave             |            |
| Moreno (1)                    | Or2016-611 |
| Referred [C.J.p. 35730]       | Zoning     |
| Parvin-Clauss Sign Co.        |            |
| 2536 N Elston Ave             |            |
| Moreno (1)                    | Or2016-607 |
| Referred [C.J.p. 35730]       | Zoning     |
| Parvin-Clauss Sign Co.        |            |
| 2536 N Elston Ave             |            |
| Moreno (1)                    | Or2016-609 |
| Referred [C.J.p. 35730]       | Zoning     |
| Poblocki Sign Co. LLC         |            |
| 6515 W Grand Ave              |            |
| Taliaferro (29)               | Or2016-602 |
| Referred [C.J.p. 35753]       | Zoning     |
| View Chicago LLC              |            |
| 801 N Ashland Ave             |            |
| Moreno (1)                    | O2016-8334 |
| Referred [C.J.p. 35730]       | Zoning     |

### SIGNS/SIGNBOARDS

|                          |            |
|--------------------------|------------|
| View Chicago LLC         |            |
| 1800 W Chicago Ave       |            |
| Moreno (1)               | O2016-8335 |
| Referred [C.J.p. 35730]  | Zoning     |
| View Chicago LLC         |            |
| 2016 N Western Ave       |            |
| Moreno (1)               | O2016-8333 |
| Referred [C.J.p. 35730]  | Zoning     |
| Volkan Sign and Lighting |            |
| 1808 W 95th St           |            |
| O'Shea (19)              | Or2016-603 |
| Referred [C.J.p. 35745]  | Zoning     |

### SPECIAL SERVICE AREAS

#### S.S.A. No. 2 (Belmont/Central)

|                                                             |            |
|-------------------------------------------------------------|------------|
| Tax levy, annual budget and 2017 service provider agreement |            |
| Emanuel (Mayor)                                             | O2016-7346 |
| Referred [C.J.p. 32537]                                     | Finance    |
| Passed [C.J.p. 35030]                                       |            |

#### S.S.A. No. 5 (Commercial Avenue)

|                                                             |            |
|-------------------------------------------------------------|------------|
| Tax levy, annual budget and 2017 service provider agreement |            |
| Emanuel (Mayor)                                             | O2016-7347 |
| Referred [C.J.p. 32537]                                     | Finance    |
| Passed [C.J.p. 35035]                                       |            |

#### S.S.A. No. 8 (Greater Lakeview East)

|                                                            |            |
|------------------------------------------------------------|------------|
| Tax Year, annual budget and 2017 service provier agreement |            |
| Emanuel (Mayor)                                            | O2016-7348 |
| Referred [C.J.p. 32537]                                    | Finance    |
| Passed [C.J.p. 35041]                                      |            |

#### S.S.A. No. 10 (Back of the Yards)

|                                                             |            |
|-------------------------------------------------------------|------------|
| Tax levy, annual budget and 2017 service provider agreement |            |
| Emanuel (Mayor)                                             | O2016-7349 |
| Referred [C.J.p. 32537]                                     | Finance    |
| Passed [C.J.p. 35047]                                       |            |

#### S.S.A. No. 14 (Marquette Park)

|                                                             |            |
|-------------------------------------------------------------|------------|
| Tax levy, annual budget and 2017 service provider agreement |            |
| Emanuel (Mayor)                                             | O2016-7350 |
| Referred [C.J.p. 32537]                                     | Finance    |
| Passed [C.J.p. 35052]                                       |            |

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### SPECIAL SERVICE AREAS

#### S.S.A. No. 17 (Central Lake View)

Tax levy and annual budget for 2017 and amendment of establishment ordinance

Emanuel (Mayor) O2016-7946

Referred [C.J.p. 34666] Finance

#### S.S.A. No. 18 (North Halsted Street)

Tax levy, annual budget and 2017 service provider agreement

Emanuel (Mayor) O2016-7947

Referred [C.J.p. 34666] Finance

#### S.S.A. No. 22 (Clark Street-Andersonville)

Tax levy, annual budget and 2017 service provider agreement

Emanuel (Mayor) O2016-7351

Referred [C.J.p. 32537] Finance

Passed [C.J.p. 35058]

#### S.S.A. No. 25 (Little Village)

Tax levy, annual budget and 2017 service provier agreement

Emanuel (Mayor) O2016-7352

Referred [C.J.p. 32537] Finance

Passed [C.J.p. 35064]

#### S.S.A. No. 26 (Edgewater)

Tax levy, annual budget and 2017 service peovider agreement

Emanuel (Mayor) O2016-7353

Referred [C.J.p. 32537] Finance

Passed [C.J.p. 35070]

#### S.S.A. No. 27 (Lake View)

Tax levy, annual budget and 2017 service provider agreement

Emanuel (Mayor) O2016-7354

Referred [C.J.p. 32537] Finance

Passed [C.J.p. 35076]

#### S.S.A. No. 28-2014 (Six Corners)

Tax levy, annual budget and 2017 service provider agreement

Emanuel (Mayor) O2016-7355

Referred [C.J.p. 32537] Finance

Passed [C.J.p. 35081]

### SPECIAL SERVICE AREAS

#### S.S.A. No. 29-2014 (West Town)

Tax levy, annual budget and 2017 service provider agreement

Emanuel (Mayor) O2016-7356

Referred [C.J.p. 32537] Finance

Passed [C.J.p. 35087]

#### S.S.A. No. 31 (Greater Ravenswood)

Tax levy, annual budget and 2017 service provider agreement

Emanuel (Mayor) O2016-7357

Referred [C.J.p. 32537] Finance

Passed [C.J.p. 35092]

#### S.S.A. No. 32 (79th Street-Auburn Gresham)

Tax levy, annual budget and 2017 service provider agreement

Emanuel (Mayor) O2016-7948

Referred [C.J.p. 34666] Finance

#### S.S.A. No. 38 (North Center)

Tax levy, annual budget and 2017 service provider agreement and amendment of 2016 ordinance

Emanuel (Mayor) O2016-7949

Referred [C.J.p. 34666] Finance

#### S.S.A. No. 39 (Brighton/Archer)

Tax levy, annual budget and 2017 service provider agreement

Emanuel (Mayor) O2016-7358

Referred [C.J.p. 32537] Finance

Passed [C.J.p. 35098]

#### S.S.A. No. 42 (71st Street-Stony Island)

Tax levy, annual budget and 2017 service provider agreement and amendment of 2016 ordinance

Emanuel (Mayor) O2016-7363

Referred [C.J.p. 32537] Finance

Passed [C.J.p. 35103]

#### S.S.A. No. 44 (103rd Street-Beverly)

Tax levy, annual budget and 2017 service provider agreement

Emanuel (Mayor) O2016-7950

Referred [C.J.p. 34666] Finance

#### S.S.A. No. 47 (Cottage Grove)

Tax levy, annual budget and 2017 service preovider agreement

Emanuel (Mayor) O2016-7951

Referred [C.J.p. 34666] Finance

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### SPECIAL SERVICE AREAS

#### S.S.A. No. 48 (Old Town)

Tax levy, annual budget and 2017 service provider agreement

|                         |            |
|-------------------------|------------|
| Emanuel (Mayor)         | O2016-7359 |
| Referred [C.J.p. 32537] | Finance    |
| Passed [C.J.p. 35109]   |            |

#### S.S.A. No. 50 (Calumet Heights/Avalon)

Tax levy, annual budget and 2017 service provider agreement

|                         |            |
|-------------------------|------------|
| Emanuel (Mayor)         | O2016-7952 |
| Referred [C.J.p. 34666] | Finance    |

#### S.S.A. No. 51 (Chatham)

Tax levy, annual budget and 2017 service provider agreement

|                         |            |
|-------------------------|------------|
| Emanuel (Mayor)         | O2016-7360 |
| Referred [C.J.p. 32537] | Finance    |
| Passed [C.J.p. 35114]   |            |

#### S.S.A. No. 56 (Bronzeville)

Tax levy, annual budget and 2017 service provide agreement and amendment of 2016 ordinance

|                         |            |
|-------------------------|------------|
| Emanuel (Mayor)         | O2016-7365 |
| Referred [C.J.p. 32537] | Finance    |
| Passed [C.J.p. 35119]   |            |

#### S.S.A. No. 60 (Albany Park)

Tax levy, annual budget and 2017 service provider agreement

|                         |            |
|-------------------------|------------|
| Emanuel (Mayor)         | O2016-7361 |
| Referred [C.J.p. 32537] | Finance    |
| Passed [C.J.p. 35162]   |            |

#### S.S.A. No. 61 (Hyde Park)

Tax levy, annual budget and 2017 service provider agreement

|                         |            |
|-------------------------|------------|
| Emanuel (Mayor)         | O2016-7953 |
| Referred [C.J.p. 34666] | Finance    |

#### S.S.A. No. 62 (Sauganash)

Tax levy, annual budget and 2017 service provider agreement

|                         |            |
|-------------------------|------------|
| Emanuel (Mayor)         | O2016-7362 |
| Referred [C.J.p. 32537] | Finance    |
| Passed [C.J.p. 35167]   |            |

### SPECIAL SERVICE AREAS

#### S.S.A. No. 69 (95th/Ashland)

Tax levy, annual budget and 2017 service provider agreement

|                         |            |
|-------------------------|------------|
| Emanuel (Mayor)         | O2016-7954 |
| Referred [C.J.p. 34666] | Finance    |

### STREETS

#### Closings

W 118th St, from S Western Ave to S Oakley Ave,

School

|             |            |
|-------------|------------|
| O'Shea (19) | O2016-7979 |
|-------------|------------|

|                         |                               |
|-------------------------|-------------------------------|
| Referred [C.J.p. 35744] | Pedestrian and Traffic Safety |
|-------------------------|-------------------------------|

#### Dedications

Public Building Commission of Chicago

4100-4158 W 61st St

Dedication of adjacent public right-of-way

|               |            |
|---------------|------------|
| Zalewski (23) | O2016-7428 |
|---------------|------------|

|                         |                |
|-------------------------|----------------|
| Referred [C.J.p. 34591] | Transportation |
|-------------------------|----------------|

|                       |  |
|-----------------------|--|
| Passed [C.J.p. 35581] |  |
|-----------------------|--|

#### Honorary Designations

"Alderman JoAnn Thompson Way"

W 63rd St, from S Halsted St to S Morgan St

|              |            |
|--------------|------------|
| Foulkes (16) | O2016-7967 |
|--------------|------------|

|                         |                |
|-------------------------|----------------|
| Referred [C.J.p. 35742] | Transportation |
|-------------------------|----------------|

"Bishop Jennie L. Petties Way"

W Chicago Ave, at N Mayfield Ave

|                 |            |
|-----------------|------------|
| Taliaferro (29) | O2016-7431 |
|-----------------|------------|

|                         |                |
|-------------------------|----------------|
| Referred [C.J.p. 34599] | Transportation |
|-------------------------|----------------|

|                       |  |
|-----------------------|--|
| Passed [C.J.p. 35625] |  |
|-----------------------|--|

"CR Senior League World Champions 2016 Way"

S Mulligan Ave, at W 61st St

|            |            |
|------------|------------|
| Quinn (13) | O2016-7534 |
|------------|------------|

|                         |                |
|-------------------------|----------------|
| Referred [C.J.p. 34588] | Transportation |
|-------------------------|----------------|

|                       |  |
|-----------------------|--|
| Passed [C.J.p. 35624] |  |
|-----------------------|--|

"Dee Jay Rodriguez Way"

N Leclair Ave, 2200 block

|               |           |
|---------------|-----------|
| Villegas (36) | R2016-832 |
|---------------|-----------|

|                         |                |
|-------------------------|----------------|
| Referred [C.J.p. 35758] | Transportation |
|-------------------------|----------------|

"Gene 'Duke' Chandler Way"

W 59th St, from S Racine Ave to S May St

|              |            |
|--------------|------------|
| Foulkes (16) | O2016-7968 |
|--------------|------------|

|                         |                |
|-------------------------|----------------|
| Referred [C.J.p. 35742] | Transportation |
|-------------------------|----------------|

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**STREETS**

Honorary Designations

"Hal Baskin Street"  
W 65th St, from S Green St to S Racine Ave  
Foulkes (16) R2016-830  
Referred [C.J.p. 35743] Transportation  
"Honorary Blues Legend Willie Buck Way"  
N Milwaukee Ave, at W Cortez St  
Burnett (27) O2016-7783  
Direct Introduction Transportation  
Passed [C.J.p. 35623]  
"Honorary Clara Laino Way"  
900 S Carpenter St  
Solis (25) O2016-7985  
Referred [C.J.p. 35749] Transportation  
"Honorary CPD Commander Lupe Pena Drive"  
N Cumberland Ave, 4100 block  
Amend  
Sposato (38) O2016-7436  
Referred [C.J.p. 34609] Transportation  
Passed [C.J.p. 35627]  
"Honorary Fred Saufnauer Way"  
N Cicero Ave, 2200 block  
Villegas (36) R2016-833  
Referred [C.J.p. 35759] Transportation  
"Honorary Gene Chandler Way"  
W 59th St, from S Racine Ave to S May St  
Foulkes (16) R2016-831  
Referred [C.J.p. 35743] Transportation  
"Honorary Hugh H. Bridgford Way"  
N Green St, at W Lake St  
Burnett (27) O2016-7977  
Referred [C.J.p. 35751] Transportation  
"Honorary JoAnn Thompson Way"  
W 63rd St, from S Halsted St to S Morgan St  
Foulkes (16) R2016-834  
Referred [C.J.p. 35743] Transportation  
"Honorary Terrance Callier Way"  
N Sedgwick St, at W Elm St  
Burnett (27) O2016-7530  
Referred [C.J.p. 34597] Transportation  
Passed [C.J.p. 35624]

**STREETS**

Honorary Designations

"Javier 'Javy' Baez Way"  
W Luis Munoz Marin East Dr  
Maldonado (26) O2016-7922  
Referred [C.J.p. 35750] Transportation  
"Joseph 'Joe' Rossi Way"  
51-79 W Maple St  
Hopkins (2) O2016-7537  
Referred [C.J.p. 34577] Transportation  
Passed [C.J.p. 35626]  
"Josephine Wade"  
E 79th St, at S Vernon Ave and E 79th St at S  
Eberhart Ave  
Sawyer (6) Or2016-631  
Referred [C.J.p. 35738] Transportation  
"Mr. G's Street"  
8700-8800 S Justine St  
Brookins (21) SO2016-7775  
Direct Introduction Transportation  
Passed as [C.J.p. 35624]  
Substitute  
"Nicholas 'Niko' Janeteas, Jr. Way"  
S Mcvicker Ave, 6100 block  
Quinn (13) O2016-7542  
Referred [C.J.p. 34588] Transportation  
Passed [C.J.p. 35625]  
"Rev. Dr. Ira Acree Way"  
N Waller Ave, 1200 block  
Amend  
Taliaferro (29) O2016-7995  
Referred [C.J.p. 35753] Transportation  
"Reverend Ivin L. Phillips Way"  
S Oakley Ave, 600 block  
Ervin (28) O2016-7432  
Referred [C.J.p. 34598] Transportation  
Passed [C.J.p. 35626]  
"Stone Temple Way"  
W Douglas Blvd, 3600 block  
Scott, Jr. (24) O2016-7771  
Direct Introduction Transportation  
Passed [C.J.p. 35626]

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### STREETS

#### Honorary Designations

"Swietokrzyskie Way"  
W Barry Ave, 5900 block  
Reboyas (30), Taliaferro (29) O2016-7914  
Referred [C.J.p. 35755] Transportation  
"Troy L. Kates, Sr. Drive"  
11000-11059 S Ashland Ave  
Austin (34) O2016-7553  
Referred [C.J.p. 34604] Transportation  
Passed [C.J.p. 35625]  
"Trump Plaza"  
N Wabash Ave, from E Illinois St to Chicago River  
Repeal  
Reilly (42), and Others O2016-7434  
Referred [C.J.p. 34616] Transportation  
Passed [C.J.p. 35628]

#### Vacations

R.F.M. Properties I, LP  
3601-3625 W 51st St, 5101-5109 S Millard Ave,  
5113-5171 S Millard Ave, 5213-5231 S Millard  
Ave  
Zalewski (23) O2016-1654  
Referred [C.J.p. 21404] Transportation  
Passed [C.J.p. 35608]  
Shubert Development Partners LLC a Colorado  
Limited Liability Co.  
4626-4650 W Parker Ave  
Santiago (31) O2016-6447  
Referred [C.J.p. 32483] Transportation  
Passed [C.J.p. 35596]

#### Weight Limitations

W Strong St, from N Lamont Ave to train tracks -  
west  
5 tons  
Arena (45) O2016-8114  
Referred [C.J.p. 35726] Pedestrian and  
Traffic Safety

### TAX INCENTIVES

#### Class 6(b)

3101 S California LLC  
3101 S California Ave  
Cardenas (12) R2016-835  
Referred [C.J.p. 35741] Economic

### TAX INCENTIVES

#### Class 6(b)

Cork Properties LLC  
317 N Francisco Ave, 335 N Francisco Ave  
Burnett (27) R2016-836  
Referred [C.J.p. 35752] Economic

#### Class C

VCP Opportunity Funds II LLC  
917 W 18th St  
Emanuel (Mayor) O2016-7369  
Referred [C.J.p. 32538] Finance  
Passed [C.J.p. 35356]

#### Class L

Fulton-Randolph Market landmark district  
912-924 W Randolph St, 151-185 N Sangamon  
St, and 913-925 W Lake St  
Emanuel (Mayor) O2016-7987  
Referred [C.J.p. 34668] Finance

### TAX INCREMENT FINANCING DISTRICTS

#### Chicago/Central Park T.I.F.

##### Small Business Improvement Fund

Forty-ninth amending agreement improvement of  
commercial and industrial facilities  
Emanuel (Mayor) O2016-7966  
Referred [C.J.p. 34666] Finance

#### Roosevelt/Cicero Industrial Corridor T.I.F.

Amendment No. 1  
Emanuel (Mayor) O2016-7380  
Referred [C.J.p. 32536] Finance  
Passed [C.J.p. 35175]

#### Stockyards Southeast Quadrant T.I.F.

Amendment No. 5  
Emanuel (Mayor) O2016-7368  
Referred [C.J.p. 32536] Finance  
Passed [C.J.p. 35322]

### TAXES/TAX LEVIES

#### Abatements

##### 2016

Payment of General Obligation Bonds (City  
Colleges of Chicago Capital Improvement Project,  
Series 1999)  
Emanuel (Mayor) O2016-7957  
Referred [C.J.p. 34663] Finance

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### TAXES/TAX LEVIES

#### Abatements

#### 2016

Payment of General Obligation Bonds (Emergency Telephone System) Series 2004

Emanuel (Mayor) O2016-7959

Referred [C.J.p. 34664] Finance

Payment of General Obligation Bonds (Emergency Telephone System), Refunding Series 1999

Emanuel (Mayor) O2016-7960

Referred [C.J.p. 34663] Finance

Payment of General Obligation Bonds, Library Series 2008D

Emanuel (Mayor) O2016-7958

Referred [C.J.p. 34665] Finance

#### 2017

Appropriation expenditure and amounts levied

Emanuel (Mayor) O2016-7989

Referred [C.J.p. 34662] Finance

### TRAFFIC

#### Direction

#### One-Way

W 116th St, at S Bell Ave

Easterly

O'Shea (19) O2016-8215

Referred [C.J.p. 35711] Pedestrian and Traffic Safety

E 86th Pl, from S Stony Island Ave to first alley west

Easterly - repeal

Harris (8) O2014-2389

Referred [C.J.p. 78412] Pedestrian and Traffic Safety

Passed [C.J.p. 35394] SO2016-7940

S Church St, at S Ashland Ave

Southerly

O'Shea (19) O2016-8190

Referred [C.J.p. 35710] Pedestrian and Traffic Safety

### TRAFFIC

#### Signs

#### Stop Signs

W 47th St, at S Karlov Ave

Two-Way Stop

Burke (14)

Or2016-491

Referred [C.J.p. 32437]

Pedestrian and Traffic Safety

Failed to Pass [C.J.p. 35418]

SO2016-7945

2032 E 76th St

Stop

Harris (8)

Or2016-619

Referred [C.J.p. 35726]

Pedestrian and Traffic Safety

W Cornelia Ave, at N Pioneer Ave

One-Way Stop

Sposato (38)

O2016-8324

Referred [C.J.p. 35726]

Pedestrian and Traffic Safety

S Hermitage Ave, at W 43rd St

All-Way Stop

Lopez (15)

Or2016-349

Referred [C.J.p. 27918]

Pedestrian and Traffic Safety

Passed [C.J.p. 35414]

SO2016-7944

823 N Hoyne Ave

Stop

Hopkins (2)

Or2016-627

Referred [C.J.p. 35725]

Pedestrian and Traffic Safety

923 N Hoyne Ave

Stop

Hopkins (2)

Or2016-628

Referred [C.J.p. 35726]

Pedestrian and Traffic Safety

S Lawndale Ave, at W 66th Pl

Three-Way Stop

Quinn (13)

Or2016-402

Referred [C.J.p. 29569]

Pedestrian and Traffic Safety

Passed [C.J.p. 35413]

SO2016-7944

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### TRAFFIC

#### Signs

##### Stop Signs

W Marquette Rd, at S Springfield Ave

##### All-Way Stop

Quinn (13) Or2016-489

Referred [C.J.p. 32437] Pedestrian and Traffic Safety

Passed [C.J.p. 35414] SO2016-7944

N Mcalpin Ave, at N Tahoma Ave

##### Two-Way Stop

Napolitano (41) Or2016-500

Referred [C.J.p. 32438] Pedestrian and Traffic Safety

Passed [C.J.p. 35414] SO2016-7944

N Olcott Ave, at W Jarvis Ave

##### Two-Way Stop

Napolitano (41) Or2016-624

Referred [C.J.p. 35726] Pedestrian and Traffic Safety

S Paulina St, and W 43rd St

##### All-Way Stop

Lopez (15) Or2016-350

Referred [C.J.p. 27919] Pedestrian and Traffic Safety

Passed [C.J.p. 35414] SO2016-7944

S Western Blvd, at W 28th Pl

##### All-Way Stop

Lopez (15) Or2016-495

Referred [C.J.p. 32437] Pedestrian and Traffic Safety

Failed to Pass [C.J.p. 35418] SO2016-7945

##### Warning & Regulatory Signs

W Addison St, at N Neva Ave

##### One-Hour Parking

Sposato (38) O2016-8325

Referred [C.J.p. 35724] Pedestrian and Traffic Safety

5424 W Foster Ave

##### Rush Hour Parking Controls - remove

Arena (45) O2014-6441

Referred [C.J.p. 86680] Pedestrian and Traffic Safety

Passed [C.J.p. 35412] SO2016-7943

### TRAFFIC

#### Signs

##### Warning & Regulatory Signs

S Kedzie Ave, from W 79th St to W 80th St

##### No Truck Parking

Curtis (18) O2016-5310

Referred [C.J.p. 27919] Pedestrian and Traffic Safety

Passed [C.J.p. 35415] SO2016-7941

N Ridge Ave, at N Wayne Ave

##### No Right Turn

Osterman (48) Or2016-625

Referred [C.J.p. 35726] Pedestrian and Traffic Safety

### TRIBUTES

Adulyadej, Bhumibol, (His Majesty King)

Burke (14) R2016-842

Adopted [C.J.p. 35640]

Adulyadej, Bhumibol, (His Majesty King)

Laurino (39) R2016-817

Adopted [C.J.p. 35695]

Baxley, Lucy

Burke (14) R2016-843

Adopted [C.J.p. 35641]

Blanks, Keenan Jamaar

Mitts (37) R2016-805

Adopted [C.J.p. 35692]

Branick, Barbara

Laurino (39) R2016-814

Adopted [C.J.p. 35697]

Burrell, Samuel Frey (Hon.)

Former Alderman of 29th Ward

Emanuel (Mayor), and Others R2016-840

Direct [C.J.p. 34651]

Introduction

Chiampas, Athanasios

Laurino (39) R2016-813

Adopted [C.J.p. 35698]

Fetters, Jennifer C.

Quinn (13) R2016-841

Adopted [C.J.p. 35639]

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### TRIBUTES

|                                              |           |
|----------------------------------------------|-----------|
| Goldberg, David                              |           |
| Burke (14)                                   | R2016-844 |
| Adopted [C.J.p. 35643]                       |           |
| Holmes, Brendan                              |           |
| Laurino (39)                                 | R2016-815 |
| Adopted [C.J.p. 35699]                       |           |
| Hoover, Robert                               |           |
| Burke (14)                                   | R2016-866 |
| Adopted [C.J.p. 35645]                       |           |
| Kent, Herb "The Cool Gent"                   |           |
| Dowell (3), Sawyer (6)                       | R2016-863 |
| Adopted [C.J.p. 35634]                       |           |
| Kent, Herb "The Cool Gent"                   |           |
| Burke (14)                                   | R2016-847 |
| Adopted [C.J.p. 35646]                       |           |
| Kent, Herbert Rogers                         |           |
| Harris (8)                                   | R2016-871 |
| Adopted [C.J.p. 35635]                       |           |
| Kovac, Michal                                |           |
| Burke (14)                                   | R2016-848 |
| Adopted [C.J.p. 35648]                       |           |
| McElroy, Edward F.                           |           |
| Burke (14)                                   | R2016-867 |
| Adopted [C.J.p. 35649]                       |           |
| McKelphin, Daisy B.                          |           |
| Beale (9)                                    | R2016-786 |
| Adopted [C.J.p. 35637]                       |           |
| McKinley Anderson Williams, Eunice Elizabeth |           |
| Mitts (37)                                   | R2016-804 |
| Adopted [C.J.p. 35694]                       |           |
| Nitchoff, Boris Nikolas                      |           |
| Austin (34)                                  | R2016-869 |
| Adopted [C.J.p. 35698]                       |           |
| Pier, Judith                                 |           |
| Osterman (48)                                | R2016-802 |
| Referred                                     |           |
| Adopted [C.J.p. 35704]                       |           |
| Riney, Douglas J., (U.S. Army Sgt.)          |           |
| Burke (14)                                   | R2016-850 |
| Adopted [C.J.p. 35650]                       |           |

### TRIBUTES

|                            |           |
|----------------------------|-----------|
| Scully, Joseph C.          |           |
| Burke (14)                 | R2016-853 |
| Adopted [C.J.p. 35651]     |           |
| Shlaes de Grazia, Nancy    |           |
| Burke (14)                 | R2016-845 |
| Adopted [C.J.p. 35644]     |           |
| Sneed, John S., Jr.        |           |
| Laurino (39)               | R2016-816 |
| Adopted [C.J.p. 35699]     |           |
| Sullivan, Albert           |           |
| Mitts (37)                 | R2016-803 |
| Adopted [C.J.p. 35693]     |           |
| Supera, Michael            |           |
| Burke (14)                 | R2016-855 |
| Adopted [C.J.p. 35653]     |           |
| Thomas, Lowell, Jr. (Hon.) |           |
| Burke (14)                 | R2016-858 |
| Adopted [C.J.p. 35654]     |           |
| Thompson, Kenneth          |           |
| Burke (14)                 | R2016-857 |
| Adopted [C.J.p. 85656]     |           |
| Twardak, Stanley           |           |
| Burke (14)                 | R2016-859 |
| Adopted [C.J.p. 35657]     |           |
| Wolf, Richard E. (Hon.)    |           |
| Burke (14)                 | R2016-861 |
| Adopted [C.J.p. 35658]     |           |
| Wolfe, Leslie              |           |
| Smith (43)                 | R2016-818 |
| Adopted [C.J.p. 35701]     |           |
| Wong, Elaine (Dr.)         |           |
| Burke (14)                 | R2016-862 |
| Adopted [C.J.p. 35659]     |           |

### ZONING RECLASSIFICATIONS

|                                           |            |
|-------------------------------------------|------------|
| Map No. 1-G                               |            |
| McCaffery Lake Street LLC                 |            |
| 1201-1215 W Lake St, 166-182 N Racine Ave |            |
| App No. 19021T1, C1-2 to DX5              |            |
| Misc. Transmittal                         | O2016-7934 |
| Referred [C.J.p. 34682]                   | Zoning     |



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### ZONING RECLASSIFICATIONS

#### Map No. 1-G

North Aberdeen Associates LLC  
716-742 N Aberdeen St, 721-739 N Ogden Ave  
App No. 19019, RBPd No. 1327 to RBPd No.  
1327 as amended  
Misc. Transmittal O2016-7932  
Referred [C.J.p. 34683] Zoning

#### Map No. 2-J

3947-3949 W Jackson Blvd  
RM5 to B3-2 to B3-2  
Ervin (28) O2016-8048  
Referred [C.J.p. 35728] Zoning

#### Map No. 3-G

1540 W Augusta Blvd  
RM4.5 to RS3  
Hopkins (2) O2016-8043  
Referred [C.J.p. 35727] Zoning

#### Map No. 4-H

Del Valle, Aaron  
1629 W 18th St  
App No. 19011, B3-2 to B3-3  
Misc. Transmittal O2016-7924  
Referred [C.J.p. 34681] Zoning  
My Kind of Town Properties LLC 1840 W 17th St  
Series  
1840 W 17th St  
App No. 19012T1, B3-2 to B2-3  
Misc. Transmittal O2016-7925  
Referred [C.J.p. 34682] Zoning

#### Map No. 5-G

KDP 1400 North LLC  
1400-1424 W North Ave, 1600-1622 N Besly Ct  
App No. 19014, PMD No. 2, Sub-District A to  
PMD No. 2, Sub District B  
Misc. Transmittal O2016-7927  
Referred [C.J.p. 34682] Zoning

#### Map No. 5-J

Devise Development LLC  
1736 N Kedzie Ave  
App No. 19016, RS3 to RT4  
Misc. Transmittal O2016-7929  
Referred [C.J.p. 34681] Zoning

### ZONING RECLASSIFICATIONS

#### Map No. 6-F

W 27th St, at S Federal St  
POS1 to POS1  
Dowell (3) O2016-8045  
Referred [C.J.p. 35727] Zoning

#### Map No. 6-K

2664-2736 S Kostner Ave  
M2-2 to RT4 then to IPD  
Munoz (22) O2016-8050  
Referred [C.J.p. 35727] Zoning

#### Map No. 7-F

441-447 W Arlington LLC  
439-447 W Arlington Pl  
App No. 19013, RM5 and B1-2 to RM5  
Misc. Transmittal O2016-7926  
Referred [C.J.p. 34684] Zoning

#### Map No. 9-K

Karnuth, John W.  
4315-4317 W School St  
App No. 19017, RS3 to RT4  
Misc. Transmittal O2016-7930  
Referred [C.J.p. 34682] Zoning

#### Map No. 11-H

1800 W Warner LLC  
1800-1806 W Warner Ave, 4130-4140 N  
Ravenswood Ave  
App No. 19015T1, M1-2 to RM4.5  
Misc. Transmittal O2016-7928  
Referred [C.J.p. 34684] Zoning

#### Map No. 17-H

Ross Financial Services, Inc.  
7070-7078 N Clark St, 1757-1775 W Estes Ave,  
7071-7079 N Ravenswood Ave  
App No. 19022T1, B3-2 to B2-3  
Misc. Transmittal O2016-7935  
Referred [C.J.p. 34683] Zoning

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Date: 11/1/2016

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**ZONING RECLASSIFICATIONS**

Map No. 18-K

Public Building Commission on behalf of City  
Colleges of Chicago  
4001-4141 W 74th St, 7400-7670 S Pulaski Rd,  
4000-4140 W 76th St, 4029-4215 W 76th St and  
4032-4214 W 77th St

App No. 19020, B3-1 to RT4 and IPD No. 216  
then to IPD No. 216 as amended

Misc. Transmittal O2016-7933

Referred [C.J.p. 34683] Zoning

Map No. 21-B

Harlem 2016 LLC  
6332-6340 N Northwest Hwy  
App No. 19018T1, M1-1 to B3-1

Misc. Transmittal O2016-7931

Referred [C.J.p. 34682] Zoning