

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

COPY



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

Regular Meeting--Tuesday, October 28, 1997

at 10:00 A. M.

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

OFFICIAL RECORD.

RICHARD M. DALEY
Mayor

JAMES J. LASKI
City Clerk

Attendance At Meeting.

Present -- The Honorable Richard M. Daley, Mayor, and Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Frias, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone.

Absent -- Austin.

Call To Order.

On Tuesday, October 28, 1997 at 10:00 A.M., The Honorable Richard M. Daley, Mayor, called the City Council to order. The Honorable James J. Laski, City Clerk, called the roll of members and it was found that there were present at that time: Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Frias, Olivo, Burke, Jones, Peterson, Murphy, Rugai, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Mell, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, M. Smith, Moore, Stone -- 43.

Quorum present.

Invocation.

Father Ed Harasim of Saint Henry's Parish opened the meeting with prayer.

**REPORTS AND COMMUNICATIONS FROM
CITY OFFICERS.**

Rules Suspended -- TRIBUTE TO LATE MRS. IRENE C. HERNANDEZ.

The Honorable Richard M. Daley, Mayor, presented the following communication:

**OFFICE OF THE MAYOR
CITY OF CHICAGO**

October 28, 1997.

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

LADIES AND GENTLEMEN -- I transmit herewith a resolution honoring the life and memory of Irene C. Hernandez.

Your favorable consideration of this resolution will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

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

The following is said proposed resolution:

WHEREAS, Almighty God, in his infinite wisdom and mercy, called Irene C. Hernandez from this life on September 27, 1997, at the age of eighty-two; and

WHEREAS, Mrs. Hernandez was the first person of Hispanic ancestry to be elected to the Board of Commissioners of Cook County; and

WHEREAS, Commissioner Hernandez was born in Texas to immigrant parents. At the age of ten, she moved to Chicago with her widowed mother and family; and

WHEREAS, As a young adult, Commissioner Hernandez worked as a Spanish-English stenographer in export firms, and in the consulates of Venezuela and Argentina. But her interest in helping others eventually drew her to service in the public sector; and

WHEREAS, During the 1960s, Commissioner Hernandez became the personal assistant to the chief of the fraud and complaint division of the Cook County State's Attorney's Office, where her bilingual skills proved invaluable in assisting complainants and respondents alike; and

WHEREAS, In 1974, she was appointed to a vacancy on the Board of Commissioners of Cook County, and won election to her office in 1978, 1982, 1986 and 1990; and

WHEREAS, In her formal duties as an elected official, Commissioner Hernandez always kept in mind the needs of the underprivileged and tried to protect and advance their interests in governmental decisions and policies. Her office and status as a public figure also brought her informal requests for assistance from people throughout the community and across the nation, and she always looked at these requests not as an imposition but as an opportunity to help others; and

WHEREAS, Commissioner Hernandez was also active in Mexican-American community affairs. She was a volunteer in the Cordi-Marian Women's Auxiliary and was one of the founders and organizers of Chicago's first Mexican-American cotillion, an annual event for more than the past four decades; and

WHEREAS, Mrs. Hernandez is survived by five daughters, Elda Anderson, Irene M. Hernandez, Cynthia Kolski, Debra Romero and Diane Zendejas; two sons, William and Joseph; twenty grandchildren and nineteen great-grandchildren; and

WHEREAS, The life of Irene C. Hernandez is an example to all Chicagoans of devotion and service to one's community; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled this twenty-eighth day of October, 1997, do hereby honor the life and memory of Irene C. Hernandez; and

Be It Further Resolved, That we extend our most heartfelt condolences to Mrs. Hernandez's family, and we join them in mourning their loss; and

Be It Further Resolved, That suitable copies of this resolution be presented to the family of Mrs. Hernandez as a sign of our sympathy and good wishes.

On motion of Alderman Burke, seconded by Aldermen Granato, Solis, Ocasio, Burnett, Suarez, Mell, Colom, Banks and O'Connor, the foregoing proposed resolution was *Adopted* by a rising vote.

At this point in the proceedings, The Honorable Richard M. Daley, Mayor, rose to offer the prayers of his own family and the condolences of the people of Chicago to the family of former Cook County Commissioner Irene C. Hernandez. While lauding the multi-faceted Commissioner for her impact as a public servant, community leader and role model, Mayor Daley shared his personal observation that Commissioner Hernandez was, first and foremost, a mother to whom family was paramount.

Rules Suspended -- CONGRATULATIONS EXTENDED TO
FAMILY OF WILLIE DIXON AND BLUES HEAVEN
FOUNDATION ON RESTORATION OF
CHESS RECORDS BUILDING.

The Honorable Richard M. Daley, Mayor, presented the following communication:

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 28, 1997.

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

LADIES AND GENTLEMEN -- I transmit herewith a resolution congratulating the family of Willie Dixon and the Blues Heaven Foundation on their good work in restoring the Chess Records Building.

Your favorable consideration of this resolution will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

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

The following is said proposed resolution:

WHEREAS, In 1947, two brothers from Chicago's great south side, Leonard and Phil Chess, bought a stake in a small company called Aristocrat Records, and in 1950, they bought out their partners' interests and changed the name of the company to Chess Records; and

WHEREAS, Giants in the world of blues music, such as Willie Dixon, Buddy Guy, Little Milton, Jimmy Rogers, Otis Rush, Koko Taylor, Muddy Waters and Howlin' Wolf all recorded groundbreaking songs in the Chess studios at 2120 South Michigan Avenue; and

WHEREAS, Other great blues and R&B labels such as United, Vee-Jay, Parrot, Cobra, One-derful, and Constellation, also called Chicago home during the 1950s and 1960s, but they ultimately had neither the influence nor the longevity of Chess; and

WHEREAS, Today's music, most notably rock and roll, also owes an enormous debt to the seminal influence of the blues and to the artists and songs represented in the Chess Records catalogue; and

WHEREAS, The legendary blues artist Willie Dixon began his long association with Chess Records in 1948, providing his talents as a composer, producer and bassist; and

WHEREAS, His creative genius contributed in large measure to making Chess studios a thriving company in the 1950s and 1960s; and

WHEREAS, Examples of the classic songs that Willie Dixon wrote include "Hoochie Coochie Man", "I Aint' Superstitious", "Little Red Rooster" and "Back Door Man"; and

WHEREAS, Blues lovers from as far away as Europe and Japan have traveled to see and photograph the Chess studios building, where such

varied and talented artists as Gene Ammons, Chuck Berry, Bo Diddley, Aretha Franklin, John Lee Hooker, Etta James and the Rolling Stones recorded hits; and

WHEREAS, Landmark status was conferred upon this historic building by the City of Chicago in 1990, and in 1993 Marie Dixon, widow of blues legend Willie Dixon, bought the building and donated it for restoration to the not-for-profit Blues Heaven Foundation, founded by her husband in 1980; and

WHEREAS, Under the dedicated and tireless direction of executive director Shirli Dixon Nelson, daughter of Willie Dixon, the Blues Heaven Foundation has been working to restore this historic building; and

WHEREAS, Embracing the building's historic past, while looking forward to the future, the Blues Heaven Foundation is planning a state-of-the-art recording studio in the building, along with a blues archive, an educational center and facilities to help blues artists recover lost royalties; and

WHEREAS, Saving this significant piece of America's musical heritage and carrying that heritage forward is an endeavor that makes the City of Chicago proud to be the home of Chess Records, the Blues Heaven Foundation and the blues; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled this twenty-eighth day of October, 1997, do hereby congratulate the family of Willie Dixon and the Blues Heaven Foundation on their good work in restoring the Chess Records Building; and

Be It Further Resolved, That suitable copies of this resolution be presented to the family of Willie Dixon and the Blues Heaven Foundation as a sign of our esteem and good wishes.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Frias, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 47.

Nays -- None.

At this point in the proceedings, The Honorable Richard M. Daley, Mayor, rose to extend his compliments to Aldermen Haithcock and Tillman for their

effort to gain recognition for Willie Dixon and the Blues Heaven Foundation. The music of Willie Dixon speaks to problems common to all, the Mayor observed, and in so doing his music brings people together. Chess Records and the Blues hold a special place in Chicago history, the Mayor continued, and by restoring the Chess Records Building the family of Willie Dixon and the Blues Heaven Foundation help to protect and preserve a Chicago legacy.

Referred -- AMENDMENT OF TITLE 2, CHAPTER 30, SECTION 030
OF MUNICIPAL CODE OF CHICAGO TO AUTHORIZE
COMMISSIONER OF ENVIRONMENT TO ENTER
INTO AGREEMENT RELATING TO SITE
REMEDATION PROJECTS.

The Honorable Richard M. Daley, Mayor, submitted the following communication which was, together with the proposed ordinance transmitted herewith, *Referred to the Committee on Energy, Environmental Protection and Public Utilities*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 28, 1997.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Environment, I transmit herewith an ordinance relating to site remediation projects.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

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

Referred -- AMENDMENT OF TITLE 2, CHAPTER 156
AND CHAPTER 164, VARIOUS SECTIONS
OF MUNICIPAL CODE OF CHICAGO
CONCERNING ETHICS AND
CAMPAIGN FINANCE
ORDINANCES.

The Honorable Richard M. Daley, Mayor, submitted the following communication which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Committees, Rules and Ethics*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 28, 1997.

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

LADIES AND GENTLEMEN -- I transmit herewith and ordinance amending the Ethics Ordinance and the Campaign Finance Ordinance.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

10/28/97

COMMUNICATIONS, ETC.

54093

Referred -- AUTHORIZATION FOR ISSUANCE OF INDUSTRIAL
DEVELOPMENT REVENUE BONDS FOR BENEFIT
OF BULLEN MIDWEST, INC.

The Honorable Richard M. Daley, 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

October 28, 1997.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Planning and Development, I transmit herewith an ordinance authorizing the issuance of Industrial Development Revenue Bonds for the benefit of Bullen Midwest, Inc.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR EXECUTION OF LOAN
AGREEMENT WITH EVERGREEN TOWER II,
OPERATING LIMITED PARTNERSHIP.

The Honorable Richard M. Daley, 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

October 28, 1997.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Housing, I transmit herewith an ordinance authorizing execution of a loan agreement with Evergreen Tower II, Operating Limited Partnership.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR EXECUTION OF LOAN
AGREEMENT WITH RAINBOW END
LIMITED PARTNERSHIP.

The Honorable Richard M. Daley, 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

October 28, 1997.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Housing, I transmit herewith an ordinance authorizing execution of a loan agreement with Rainbow End Limited Partnership.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- ESTABLISHMENT OF SPECIAL SERVICE AREA
NUMBER 20 AND LEVY OF SPECIAL ANNUAL
SERVICES TAX.

The Honorable Richard M. Daley, 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

October 28, 1997.

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 relating to Special Service Area Number 20.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- ESTABLISHMENT OF PLANNED MANUFACTURING
DISTRICT FOR PORTIONS OF KINZIE
INDUSTRIAL CORRIDOR.

The Honorable Richard M. Daley, Mayor, submitted the following communication which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Economic and Capital Development:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 28, 1997.

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 establishing a Planned Manufacturing District for parts of the Kinzie Industrial Corridor.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR CONVEYANCE OF PROPERTIES
TO QUALIFIED PARTICIPANTS UNDER
CHICAGO ABANDONED PROPERTY
PROGRAM.

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

10/28/97

COMMUNICATIONS, ETC.

54097

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 28, 1997.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Housing, I transmit herewith ordinances relating to the Chicago Abandoned Property Program.

Your favorable consideration of these ordinances will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION TO CONDUCT VARIOUS
CITY SPONSORED SPECIAL EVENTS.

The Honorable Richard M. Daley, Mayor, submitted the following communication which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Special Events and Cultural Affairs:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 28, 1997.

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

LADIES AND GENTLEMEN -- At the request of the Director of the Mayor's Office of Special Events, I transmit herewith an ordinance authorizing various city sponsored special events.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Placed On File -- DECLARATION OF VACANCY IN
OFFICE OF ALDERMAN OF THE
TWENTY-FIRST WARD.

The Honorable Richard M. Daley, Mayor, submitted the following communication which was *Placed on File*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 16, 1997.

Honorable James J. Laski
City Clerk
City Hall, Room 107
121 North LaSalle Street
Chicago, Illinois 60602

DEAR MR. LASKI -- On October 15, 1997, I received the resignation of Jesse J. Evans as Alderman of the 21st Ward of the City of Chicago.

Accordingly, pursuant to Section 25-3(a) of the Election Code, I have determined that a vacancy exists in the office of Alderman of the 21st Ward as of October 15, 1997.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

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

The Honorable James J. Laski, City Clerk, informed the City Council that documents have been filed in his office relating to the respective subjects designated as follows:

Placed On File -- EXECUTIVE ORDER 97-1 GOVERNING
CONDUCT OF CERTAIN CITY EMPLOYEES IN
OUTSIDE BUSINESS RELATIONSHIPS.

A communication from The Honorable Richard M. Daley, Mayor, transmitting Executive Order 97-1, which establishes various prohibitions on and disclosure requirements related to the business relationships of certain city employees, which was *Placed on File*.

Placed On File -- EXECUTIVE ORDER 97-2 CONCERNING
PROCEDURES AND REQUIREMENTS FOR PUBLIC
DISCLOSURE OF AWARD OF CONTRACTS
AND LEASES IN TAX INCREMENT
FINANCING DISTRICTS.

A communication from The Honorable Richard M. Daley, Mayor, transmitting Executive Order 97-2 establishing procedures and requirements for public disclosure for award of contracts and leases in tax increment financing districts, which was *Placed on File*.

Placed On File -- CITY COMPTROLLER'S QUARTERLY REPORTS
FOR PERIOD ENDED SEPTEMBER 30, 1997.

The following documents received in the City Clerk's Office from Ms. Barbara A. Lumpkin, City Comptroller, were *Placed on File*:

City of Chicago Corporate Fund -- Condensed Statement of Cash Receipts and Disbursements for the three months ended September 30, 1997.

Statement of Funded Debt as of September 30, 1997.

City of Chicago Corporate Fund -- Statement of Floating Debt as of September 30, 1997.

Placed On File -- DOCUMENTS CONCERNING ISSUANCE
AND SALE OF SECOND LIEN WASTEWATER
TRANSMISSION REVENUE BONDS,
SERIES 1997.

A communication for Mr. Walter K. Knorr, Chief Financial Officer, under date of October 16, 1997, transmitting the Determination Certificate together with the Bond Purchase Agreement, the Trust Indenture, the Preliminary Official Statement, the Official Statement and the Guaranty Agreement concerning the issuance and sale of the Second Lien Wastewater Transmission Revenue Bonds, which was *Placed on File*.

Placed On File -- ELIGIBILITY ANALYSIS AND REDEVELOPMENT
PLAN AND PROJECT FOR KINZIE INDUSTRIAL
CONSERVATION REDEVELOPMENT
PROJECT AREA.

A communication from Ms. M. Susan Lopez, Assistant Corporation Counsel, under date of October 7, 1997, transmitting the Redevelopment Plan and Project together with the Eligibility Analysis for the Kinzie Industrial Conservation Redevelopment Project Area, which was *Placed on File*.

Placed On File -- ELIGIBILITY STUDY AND REDEVELOPMENT
PLAN AND PROJECT FOR PROPOSED NORTH BRANCH
(SOUTH) REDEVELOPMENT PROJECT AREA.

A communication from Mr. Paul Davis, Assistant Corporation Counsel,

under date of October 7, 1997, transmitting the Redevelopment Plan and Project together with the Eligibility Study for the proposed North Branch (South) Redevelopment Project Area, which was *Placed on File*.

Placed On File -- ELIGIBILITY STUDY AND REDEVELOPMENT
PLAN AND PROJECT FOR PROPOSED ROOSEVELT/
CICERO REDEVELOPMENT PROJECT AREA.

A communication from Mr. Paul Davis, Assistant Corporation Counsel, under date of October 7, 1997, transmitting the Redevelopment Plan and Project together with the Eligibility Study for the proposed Roosevelt/Cicero Redevelopment Project Area, which was *Placed on File*.

Placed On File -- ELIGIBILITY STUDY AND REDEVELOPMENT
PLAN AND PROJECT FOR PROPOSED WESTERN/
OGDEN REDEVELOPMENT PROJECT AREA.

A communication from Mr. Paul Davis, Assistant Corporation Counsel, under date of October 7, 1997, transmitting the Redevelopment Plan and Project together with the Eligibility Study for the proposed Western/Ogden Redevelopment Project Area, which was *Placed on File*.

Placed On File -- ELIGIBILITY STUDY AND REDEVELOPMENT
PLAN AND PROJECT FOR PROPOSED WEST PULLMAN
INDUSTRIAL PARK CONSERVATION AREA.

A communication from Mr. Paul Davis, Assistant Corporation Counsel, under date of October 14, 1997, transmitting the Redevelopment Plan and Project together with the Eligibility Study for the proposed West Pullman Industrial Park Conservation Area, which was *Placed on File*.

City Council Informed As To Certain Actions Taken.

PUBLICATION OF JOURNALS.

October 1, 1997
(Regular Meeting)

The City Clerk informed the City Council that all those ordinances, et cetera, which were passed by the City Council on October 1, 1997 and which were required by statute to be published in book or pamphlet form or in one or more newspapers, were published in pamphlet form on October 28, 1997 by being printed in full text in printed pamphlet copies of the Journal of the Proceedings of the City Council of the regular meeting held on October 1, 1997, published by authority of the City Council, in accordance with the provisions of Title 2, Chapter 12, Section 050 of the Municipal Code of Chicago, as passed on June 27, 1990.

October 8, 1997
(Special Meeting)

The City Clerk informed the City Council that the call for the special meeting and appropriate comments thereto which were discussed by the City Council on October 8, 1997 and which were required by statute to be published in book or pamphlet form or in one or more newspapers, were published in pamphlet form on October 28, 1997 by being printed in full text in printed pamphlet copies of the Journal of the Proceedings of the City Council of the special meeting held on October 8, 1997, published by authority of the City Council, in accordance with the provisions of Title 2, Chapter 12, Section 050 of the Municipal Code of Chicago, as passed on June 27, 1990.

PUBLICATION OF SPECIAL PAMPHLET.

*Authorization To Enter Into Intergovernmental Agreement
With Chicago Board Of Education Regarding
Issuance Of School Building And
Improvement Bonds.*

The City Clerk informed the City Council that the authorization to enter into an intergovernmental agreement with the Chicago Board of Education regarding issuance of School Building and Improvement Bonds, which was considered by the City Council on October 1, 1997 and which was requested to be published in pamphlet form, was published in pamphlet form on October 28, 1997 by being printed in full text in a special pamphlet, published by authority of the City Council in accordance with the provisions of Title 2, Chapter 12, Section 050 of the Municipal Code of Chicago, as passed on June 27, 1990.

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

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

*Referred -- ZONING RECLASSIFICATIONS OF
PARTICULAR AREAS.*

Applications (in duplicate) together with the proposed ordinances for amendments of the Chicago Zoning Ordinance, as amended, for the purpose of reclassifying particular areas, which were *Referred to the Committee on Zoning*, as follows:

American National Bank and Trust Company, as Trustee, under Trust Number 122707-08, in care of Mr. James J. Banks -- to classify as a B4-5 Restricted Service District instead of a B4-3 Restricted Service District the area shown on Map Number 2-G bounded by:

West Rundell Place; a line 276.60 feet east of South Aberdeen Street; West Monroe Street; South Aberdeen Street; a line 80.04 feet north of West Arcade Place; and a line 141.04 feet east of South Aberdeen Street.

Mr. John G. Bigoness, Mr. Zygfryd Maka and Mr. William McCollum, in care of the law office of Ms. Lisa A. Marino -- to classify as an R4 General Residence District instead of an R3 General Residence District the area shown on Map Number 1-H bounded by:

West Huron Street; a line 96 feet east of North Paulina Street; the alley next south of and parallel to West Huron Street; and North Paulina Street.

Board of Education, City of Chicago -- to classify as an R5 General Residence District instead of an R5 General Residence District, B4-3 Restricted Service District and C1-4 Restricted Commercial District and to further classify as an Institutional Planned Development instead of an R5 General Residence District the area shown on Map Number 3-F bounded by:

West Hill Street; North Wells Street; West Oak Street; a parallel line 304.5 feet west of North Wells Street; a parallel line 370 feet north of West Oak Street; a parallel line 543.61 feet west of North Wells Street; a parallel line 384.34 feet north of West Oak Street; and a parallel line 496.46 feet west of North Wells Street and West Hill Street ("Property").

Mr. William F. Dart, as attorney for Central State Joint Board, International Union of Allied Novelty Production Workers AFL-CIO -- to classify as a C1-2 Restricted Commercial District instead of an R3 General Residence District the area shown on Map Number 1-H bounded by:

West Erie Street; a line 96 feet east of North Damen Avenue; the alley next south of and parallel to West Erie Street; and a line 72 feet east of North Damen Avenue.

Chicago Urban Properties, Inc. -- to classify as a B4-3 Restricted Service District instead of a C3-3 General Commercial District the area shown on Map Number 1-G bounded by:

a point being a line 200.22 feet north of the north line of West Madison Street; the west line of North Sangamon Street running south 84.22 feet; the north line of the public alley next north of and parallel to West Madison Street running west for a distance of 125.75 feet; a line running south 16.0 feet and parallel to the west line of North Sangamon Street; a line 100 feet north of and parallel to the north line of West Madison

Street; and the east line of North Morgan Street to the point of beginning.

Devon Bank and Trust, under Trust Number 6221 -- to classify as a C1-1 Restricted Commercial District instead of a B4-1 Restricted Service District the area shown on Map Number 9-K bounded by:

the public alley next south of and parallel to West Roscoe Street; the public alley next west of and parallel to North Pulaski Road; the public alley next northeast of and parallel to North Milwaukee Avenue; a line 150 feet west of and parallel to the public alley next west of and parallel to North Pulaski Road.

Dock's Fish, Inc. -- to classify as a B5-3 General Service District instead of a B2-3 Restricted Retail District the area shown on Map Number 8-E bounded by:

the alley next north of and parallel to East 35th Street; a line 140.05 feet east of South Giles Avenue; East 35th Street; and South Giles Avenue.

Mr. Camerino Gonzalez, in care of Mr. Mark J. Kupiec -- to classify as a C1-2 Restricted Commercial District instead of an R3 General Residence District the area shown on Map Number 6-I bounded by:

a line 168.0 feet south of and parallel to West 26th Street; South Troy Street; a line 216 feet south of and parallel to West 26th Street; and the alley next west of and parallel to South Troy Street.

Mr. Tom Honan, in care of Mr. James J. Banks -- to classify as an R4 General Residence District instead of a B4-1 Restricted Service District the area shown on Map Number 9-O bounded by:

West Addison Street; a line 34.20 feet east of North Orange Avenue; the alley next south of and parallel to West Addison Street; and North Orange Avenue.

Mr. Kwang S. Hyun -- to classify as a B4-2 Restricted Service District instead of an M1-2 Restricted Manufacturing District the area shown on Map Number 7-H bounded by:

a point being the west line of North Elston Avenue; the west line of the north/south alley east of North Western Avenue; the east/west line 137 feet south of the intersection of North Western Avenue and North Elston Avenue; and the east line of North Western Avenue to the point of beginning.

Illinois Tamale Company, Inc. -- to classify as an M1-2 Restricted Manufacturing District instead of an R4 General Residence District the area shown on Map Number 1-G bounded by:

the public alley next north of and parallel to West Hubbard Street; a line 175 feet east of and parallel to North Noble Street; West Hubbard Street; a line 125 feet east of and parallel to North Noble Street.

Ms. Madeline Lasco -- to classify as a B4-1 Restricted Service District instead of an R3 General Residence District the area shown on Map Number 1-G bounded by:

the public alley next north of and parallel to West Ohio Street; a line 150 feet west of and parallel to North Armour Street; West Ohio Street; and a line 175 feet west of and parallel to North Armour Street.

Mr. Paul McHugh -- to classify as a B4-2 Restricted Service District instead of a C1-2 Restricted Commercial District the area shown on Map Number 3-G bounded by:

a point being the south line of West Fry Street; the west line of North Lessing Street, running south for a distance of 115 feet; thence a line running northwest to a point 92 feet west of the west line of North Lessing Street to the point of beginning.

Mr. Peter J. Sandow, in care of Mr. James J. Banks -- to classify as an R5 General Residence District instead of an R3 General Residence District the area shown on Map Number 5-M bounded by:

West Bloomingdale Avenue; a southwesterly line 52.45 feet long beginning at a point 165.71 feet east of and parallel to the east line of North Mobile Avenue, to a point 166.75 feet east of and parallel to the east line of North Mobile Avenue (as measured from the east line of North Mobile Avenue) at a point 52.75 feet south of and parallel to West Bloomingdale Avenue; a line 52.75 feet south of and parallel to West Bloomingdale Avenue; and North Mobile Avenue.

420 May Street L.L.C. -- to classify as a B4-5 Restricted Service District instead of an M2-4 General Manufacturing District the area shown on Map Number 1-G bounded by:

a line 219.79 feet north of West Kinzie Street, as measured at the westerly right-of-way line of North May Street and perpendicular

thereto; North May Street; West Kinzie Street; and North Racine Avenue.

Mr. Barry Ash, as attorney and agent for 1309 West Washington Corporation -- to classify as a B4-3 Restricted Service District instead of a C3-3 Commercial-Manufacturing District the area shown on Map Number 1-G bounded by:

West Washington Boulevard; North Throop Street; a line 114 feet south of West Washington Boulevard; and North Ada Street.

Referred -- CLAIMS AGAINST CITY OF CHICAGO.

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

Adinamis Funeral Directors, Ahmed Tanveer M., Allstate Insurance Company (4) Argentino Anselmi, Alvin McClendon, Philip Toth and Franklin G. Valdivieso, American Family Insurance and Alexander Mordvin, Amica Mutual Insurance Company and Virginia M. Boyce, Auwaerter John F.;

Baptiste Willie, Barnes Sharon, Bell Olivia L., Bernick Eli A., Blouin Dorothy, BonDurant Laura K., Boston Mary, Brach David J., Bullock Felicia, Bullock Tasha D., Burch Linda J.;

California Casualty Management and Esposito Frank A., Campbell Erleen, Castro Henry O., Charunet Mayuree, Coffey Thomas A., Continental Western Insurance Company and Duke's Trucking and Cullen Matthew W.;

Daniel-Vicks Deborah A., DeYoung Leigh A., Doerr Peter A., Doody James N., Dorsey Thomas N.;

Edwards Georgiann;

Ference Karen M., Frencha Charmanda M., Frischkorn Ann E.;

General Casualty Insurance Company of Illinois and Christine Puchniarz, Gibbs Liza M., Goff Gerald J., Gomez Carmen L., Gonzalez Sylvia L., Green James E., Gruenke Richard J., Guzman Jorge;

Halpin James F., Hanna Evelyn L., Hanover Insurance Company and Sherry Card, Harrington Pamela D., Hoffer Judy D., Horne Robert D., Huggins Erika, Humphrey Georgia R.;

Ibarra Hector, Illinois Founders Insurance Company and Ramiro Castro, Ivory Yolanda;

Jackson Trevor H., James Michael, Johnson Adriana S.;

Kamin Herbert S., Jr., Kinser Gloria, Kita Jan, Kohl Richard;

Lewis Shirley J., Lindsey Norman D., Little Theodore, Lopez Bonnie F.;

Mack Conrad L., March Dorothy J., Marrella Kathleen A., Martinez Franky, Maziya Petr, McDonald John S., McGinty Mary J., McKay Fannie W., McKenzie Randy G., Melton Truck Lines, Inc., and Keel Franklin, Mercado Ronaldo P., Mercier Nettie, Meyers Karyn, Miller Gordon M., Mitchell Uleyess, Moore Robessie, Morawiecki Myriah R., Muhammad Amani M., Murphy Dorothy M.;

Oliva Joan M.;

Parks Albert L., Patterson Snellings, Pedersen Sarah W., The Peoples Gas Light and Coke Company (29), Perez Maria C., Perez Romelia R., Perry Lee A., Portugal Glenn, Providian Insurance Company and Cornelius McCarthy, Prowell Dennis A.;

Reliance Insurance Company and Guidant Corporation, Reyes Maria J., Reynolds A. Z., Rieffel Barbara A., Rosario Carmen N., Rosenberg Richard N.;

Salazar Jose A., Saltouros Peter N., Saunders Clementine, Shusterman Shmarya, S & J Trucking Inc., Simkus Charles, Slithers Shoes /Mirek Hojduk, Smith Nicole M., Spencer Dwayne M., State Farm Insurance Company (4) Building Blocks Inc./Sherri Miske, Clinton and Leonie Cunningham, Smith Charles M., So Chiu, Stephenson Dan, Stepter Toya, Stochel Mariola, Straton George, Styrzula Kathy;

Tallet Stephanie, Tatar Lisa S., Thakker Amish H., Thomas Wayne D., Thompson Wornia, Tito Michael J., Trident Manufacturing, Turner Pamela A.;

Valasek Kevin M., Vasilco Patrick M., Velgos Patricia E., Virella Jose, Vulic Diana;

Wallace Earnest, Wanders Joseph A., Wheeler Rose R., Williams Ava L., Wilson William A., Wilson Willie M., Winski Jaroslaw.

REPORTS OF COMMITTEES.

COMMITTEE ON FINANCE.

**PROPERTY AT 1355 EAST 93RD STREET APPROVED FOR
CLASS 6(b) TAX INCENTIVE BENEFITS PURSUANT
TO COOK COUNTY REAL PROPERTY
CLASSIFICATION ORDINANCE.**

The Committee on Finance submitted the following report:

CHICAGO, October 28, 1997.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a resolution approving a Class 6(b) tax incentive classification for the property located at 1355 East 93rd Street pursuant to the Cook County Real Property Ordinance, 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.

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 Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Frias, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 47.

Nays -- None.

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

The following is said resolution as adopted:

WHEREAS, The Cook County Board of Commissioners has amended the Cook County Real Property Classification Ordinance to provide real estate tax incentives to property owners who build, rehabilitate, enhance and occupy property which is located within Cook County and which is used for industrial purposes; and

WHEREAS, The City of Chicago (hereinafter referred to as "City"), consistent with the Cook County Real Property Classification Ordinance, as amended, wishes to induce industry to locate and expand in the City by offering financial incentives in the form of property tax relief; and

WHEREAS, Class 6(b) of this ordinance requires that the municipality in which such real estate proposed for Class 6(b) designation is located by lawful resolution approve such real estate to be necessary and appropriate for the real estate tax reduction incentive; and

WHEREAS, 1355 East 93rd Street, hereinafter referred to as (the "Subject Property") is located within the State of Illinois, City of Chicago, Enterprise Zone Number 3 and the purpose of enterprise zones is the stimulation of economic activity and the revitalization of neighborhoods; and

WHEREAS, Allied Products Corporation (the "Owner") of the Subject Property, will undertake the new construction of a one hundred five thousand nine hundred fifty (105,950) square foot addition with the expectation that the project and property would be eligible for Class 6(b) real estate tax reduction incentives pursuant to the Cook County Real Property Classification Ordinance, as amended; and

WHEREAS, The Owner intends to file with the Office of the Assessor of Cook County an eligibility application for Class 6(b) classification; and

WHEREAS, The Subject Property will be utilized for industrial purposes as the Owner is a manufacturer of heavy duty steel presses used primarily by the auto industry and farm related equipment; and

WHEREAS, The grant of Class 6(b) tax incentives for the Subject Property is necessary for the execution of the intended new construction; and

WHEREAS, The execution of this new construction and the future use of the Subject Property will provide significant present and future employment, both temporary and permanent; and

WHEREAS, The Permanent Real Estate Tax Index Numbers for the Subject Property are 25-02-200-015-0000, 25-02-200-020-0000, 25-02-200-022-0000, 25-02-401-006-0000, 25-02-408-005-0000, 25-02-408-006-0000, 25-02-408-007-0000, 25-02-408-008-0000, 25-02-408-017-0000, 25-02-408-018-0000, 25-02-408-019-0000, 25-02-415-002-0000, 25-02-415-003-0000, 25-02-415-004-0000, 25-02-415-005-0000, 25-02-416-004-0000, 25-02-416-005-0000, 25-02-416-006-0000, 25-02-416-007-0000, 25-02-416-011-0000, 25-02-416-012-0000, 25-02-416-013-0000, 25-02-416-014-0000, 25-02-416-015-0000, 25-02-416-016-0000, 25-02-416-017-0000, 25-02-416-018-0000, 25-02-416-019-0000, 25-02-416-020-0000, 25-02-416-021-0000, 25-02-416-022-0000, 25-02-416-023-0000, 25-02-416-025-0000, 25-02-416-027-0000, 25-02-416-028-0000, 25-02-416-029-0000, 25-02-419-009-0000, 25-02-419-010-0000 and part of 25-02-200-028-6001; and

WHEREAS, Notwithstanding the Class 6(b) status of the Subject Property the new construction of and utilization thereof will generate significant new revenues to the City in the form of additional real estate taxes and other tax revenues; now, therefore,

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

SECTION 1. The Subject Property is appropriate for Class 6(b) tax incentive benefits pursuant to the Cook County Real Property Classification Ordinance, as amended; and

SECTION 2. The incentives provided by the Class 6(b) real property assessment classification are necessary for the proposed new construction of 1355 East 93rd Street, Chicago, Illinois; and

SECTION 3. Pursuant to the Cook County Real Property Classification Ordinance, as amended, the City of Chicago, Illinois hereby approves, consents and supports the classification of the Subject Property as Class 6(b) property, and the Class 6(b) real estate tax incentives shall apply to the property identified as Permanent Real Estate Index Numbers: 25-02-200-015-0000, 25-02-200-020-0000, 25-02-200-022-0000, 25-02-401-006-0000, 25-02-408-005-0000, 25-02-408-006-0000, 25-02-408-007-0000, 25-02-408-008-0000, 25-02-408-017-0000, 25-02-408-018-0000, 25-02-408-019-0000, 25-02-415-002-0000, 25-02-415-003-0000, 25-02-415-004-0000, 25-02-415-005-0000, 25-02-416-004-0000, 25-02-416-005-0000, 25-02-416-006-0000, 25-02-416-007-0000, 25-02-416-011-0000, 25-02-416-012-0000, 25-02-416-013-0000, 25-02-416-014-0000, 25-02-416-015-0000, 25-02-416-016-0000, 25-02-416-017-0000, 25-02-416-018-0000, 25-02-416-019-0000, 25-02-416-020-

0000, 25-02-416-021-0000, 25-02-416-022-0000, 25-02-416-023-0000, 25-02-416-025-0000, 25-02-416-027-0000, 25-02-416-028-0000, 25-02-416-029-0000, 25-02-419-009-0000, 25-02-419-010-0000 and part of 25-02-200-028-6001; and

SECTION 4. The Clerk of the City of Chicago is authorized to and shall send a certified copy of this resolution to the Office of the Cook County Assessor, Room 312, County Building, Chicago, Illinois 60602; and

Be It Further Resolved, That this resolution shall be effective immediately upon its passage and approval, or as otherwise provided by law.

APPROVAL OF AMENDED AND RESTATED CITY OF
CHICAGO DEFERRED COMPENSATION PLAN.

The Committee on Finance submitted the following report:

CHICAGO, October 28, 1997.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance amending the City of Chicago Deferred Compensation Plan, 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.

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, Steele, Beavers, Dixon, Shaw, Buchanan, Frias, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 47.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City Council of the City of Chicago adopted an ordinance establishing a deferred compensation plan (the "Deferred Compensation Plan") for the employees of the City of Chicago on December 29, 1981, Council Journal of Proceedings, pages 8921 -- 8928, and amended it on November 28, 1982, Council Journal of Proceedings, pages 13682 -- 13685, and further amended it on January 23, 1985, Council Journal of Proceedings, pages 12747 -- 12751, and further amended it on February 7, 1990, Council Journal of Proceedings, pages 10993 -- 11005; and

WHEREAS, Certain provisions of the Deferred Compensation Plan must be modified to bring it into conformity with current requirements of Section 457 of the Internal Revenue Code of 1986, as amended, and the Small Business Job Protection Act of 1996 and in order to add certain provisions to provide flexibility and clarification; and

WHEREAS, It is desirable to restate and amend the Deferred Compensation Plan in one comprehensive document, and the Deferred Compensation Plan as set forth in Exhibit A of this ordinance is designed to meet the current requirements of the Internal Revenue Code of 1986, as amended, and the Small Business Job Protection Act of 1996; now, therefore,

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

SECTION 1. The amended and restated Deferred Compensation Plan (the "Plan"), in substantially the form attached hereto as Exhibit A, is hereby approved, and the Mayor or his designee, duly authorized in writing, is hereby authorized to execute on behalf of the City the amended and restated Deferred Compensation Plan in substantially the form attached hereto as Exhibit A.

SECTION 2. All ordinances, resolutions, motions or orders in conflict with this ordinance are hereby repealed to the extent of such conflict, and this ordinance shall be in full force and effect immediately upon its passage and approval as provided by law.

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

Exhibit "A".

City Of Chicago

Deferred Compensation Plan

Restated Plan Document

(As Amended September 30, 1997).

Preamble.

The City of Chicago has approved an amended and restated City of Chicago Deferred Compensation Plan (the "Plan") effective November 1, 1997. The Plan consists of the provisions set forth in this document and applies to current Participants and also to each Public Employee who hereafter elects to participate in the Plan. The Plan is effective as to each such Public Employee upon the date he becomes a "Participant" by signing and filing with the Administrator the Participation Agreement referred to herein.

Article I.

Definitions.

Section 1.01 The following terms shall, for purposes of this Plan, have the meanings set forth below:

- (a) Administrator means the Deferred Compensation Plan Committee appointed from time to time by the Mayor to perform all of the functions and duties reserved to the Employer under the Plan.
- (b) Beneficiary means the person properly designated by the Participant to receive the Participant's benefit under this Plan.

- (c) Compensation means all payments made by the Employer as remuneration for services rendered, including salaries, fees, et cetera.
- (d) Employer means the City of Chicago or any of its agencies, departments, subdivisions or instrumentalities for which services are performed by a Participant.
- (e) Includible Compensation means, for the purposes of the limitation on deferrals, compensation for services performed for the Employer which is currently includible in gross income after giving effect to all provisions of the I.R.C. The amount of Includible Compensation shall be determined without regard to any community property laws.
- (f) I.R.C. means the Internal Revenue Code of 1986, as now in effect or as hereafter amended
- (g) Normal Retirement Age means the age specified in writing by the Participant within a range of ages ending no later than seventy and one-half ($70\frac{1}{2}$) and beginning no earlier than the earliest age at which Participant has the right to retire under the applicable Employer's Retirement Plan (if he belongs to or has right to belong to such Plan), without consent of the Employer and to receive immediate retirement benefits without actuarial or similar reduction because of retirement before some later specified age in the applicable Employer's Retirement Plan.
- (h) Participant means any public employee who is eligible to defer Compensation under the Plan and who participates under this Plan by signing the Participation Agreement.
- (i) Participation Agreement means the application form by which the public employee applies to the Administrator to participate in the Plan, as filed with and accepted by the Administrator.
- (j) Plan means the City of Chicago Deferred Compensation Plan as set forth in this document and as it may be amended from time to time.
- (k) Plan Year means the calendar year in which the Plan became effective (1981), and each succeeding calendar year during the existence of the Plan.
- (l) Public Employee means any person, including an elected or appointed official, who receives any type of Compensation from the Employer for which services are rendered. For purposes of

this Plan, "Public Employee" shall specifically exclude independent contractors and part-time employees.

- (m) Separation From Service means Separation From Service as defined in I.R.C. Section 402(d)(4)(A)(iii), and on account of the Participant's death or retirement.
- (n) Unforeseeable Emergency means severe financial hardship to the Participant resulting from a sudden and unexpected illness or accident of the Participant or a dependent (as defined in I.R.C. Section 152(a)) of the Participant, loss of the Participant's property due to casualty, or other similar or extraordinary and unforeseeable circumstances arising as a result of events beyond the control of the Participant.

Article II.

Election To Defer Compensation.

Section 2.01

The Participant may elect to participate by signing the Participation Agreement and consenting to a reduction of salary by the deferral amount specified in the Participation Agreement.

Section 2.02

The Employer shall commence the reduction no earlier than the first (1st) pay period commencing during the first (1st) month after the date on which the Participation Agreement is filed with the Administrator.

Section 2.03

- (a) The Participant may revoke his election to participate and may amend the amount of Compensation to be deferred by signing and filing with the Administrator a written revocation or amendment on a form and in the procedural manner approved by the Administrator. In addition, the Participant may amend his investment specification in the procedural manner approved by the Administrator. Any amendment which increases the amount deferred for any pay period shall be effective only if an agreement providing for such additional deferred amount is entered into before the beginning of the month in which the pay period commences. Any revocation or amendment of the amount deferred shall be effective prospectively only. Any change in the

Participant's investment specification by the Participant, whether it applies to amounts previously deferred or amounts to be deferred in the future shall be effective prospectively only and shall be effective on a date consistent with the rules and specifications of the investment carrier.

- (b) After the death of the Participant, his Beneficiary shall have the right to amend the Participant's or the Beneficiary's own investment specification by signing and filing with the Administrator a written amendment on a form and in the procedural manner approved by the Administrator. Any change in an investment specification by a Beneficiary shall be effective on a date consistent with the rules and specifications of the investment carrier. The right of a Beneficiary to amend an investment specification shall terminate on the last day available for an election concerning the mode of payment pursuant to Section 7.03 below.

Section 2.04

Except as provided in Section 2.05, the maximum deferred amount under the Plan for the Participant's taxable year shall not exceed the lesser of (a) Seven Thousand Five Hundred Dollars (\$7,500) (as adjusted by the Secretary of the Treasury) or (b) thirty-three and one-third percent ($33\frac{1}{3}\%$) of the Participant's Includible Compensation as provided in I.R.C. Section 457.

Section 2.05

For one (1) or more of the Participant's last three (3) taxable years ending before the attainment of Normal Retirement Age under the Plan, the maximum deferral shall be the lesser of: (a) Fifteen Thousand Dollars (\$15,000) or (b) the limitation established for the taxable year under Section 2.04 plus the limitation established for purposes of Section 2.04 for prior taxable years beginning after December 31, 1978, during which the Participant was eligible to participate less the amount of Compensation deferred under the Plan for such prior taxable years (the "Limited Catch-Up").

Section 2.06

A Participant may only use the Limited Catch-Up provision of Section 2.05 once, whether or not the Limited Catch-Up is utilized in less than all of the three (3) taxable years ending before the Participant attains Normal Retirement Age, and whether or not the Participant rejoins the Plan or participates in another eligible plan after retirement. For purposes of the Limited Catch-Up deferrals provided in Section 2.05, a prior taxable year

shall be taken into consideration only if (a) it commences after December 31, 1978, (b) the Participant was eligible to participate in the prior year plan, and (c) deferrals of Compensation under the prior year Plan were subject to the same ceiling as provided in Section 2.04.

Section 2.07

The Participant is obligated to inform the Employer of his Participation in any other State or local deferred Compensation plan(s) in any taxable year beginning after December 31, 1978.

Section 2.08

In applying the deferral limitations of Sections 2.04 and 2.05, any amounts excluded from the Participant's gross income for the taxable year under I.R.C. Section 403(b), and effective January 1, 1989, under I.R.C. Sections 402(e)(3) and 402(h)(1)(B) or (k), shall be treated as amounts deferred as provided in I.R.C. Section 457(c).

Section 2.09

Notwithstanding the preceding provisions of Article II, a Participant who is entitled to reemployment pursuant to the terms of the Uniformed Services Employment and Reemployment Rights Act of 1994 (U.S.E.R.R.A.) may defer an additional amount under the Plan as provided in that act for the years of his or her service in the uniformed services (as defined in U.S.E.R.R.A.). Any such deferrals will not be subject to the limits set forth above in the year in which deferred, but will be subject to the limits for the year to which such deferrals relate.

Article III.

Plan Transfers.

Section 3.01

If a participant terminates employment with the Employer and accepts employment with another employer which maintains an eligible deferred compensation plan (as defined in I.R.C. Section 457) and the new employer's plan accepts transfers, the Participant may transfer his account balance from the Plan to the plan maintained by the new employer.

Section 3.02

Transfer from other eligible deferred compensation plans (as defined in I.R.C. Section 457) to the Plan will be accepted at the Participant's request if such transfers are in cash or non-annuity products currently offered under the Plan. Any such transferred amount shall not be subject to the limitations of Section 2.04, provided, however, that the actual amount deferred during the calendar year under both plans shall be taken into account in calculating the deferral limitation for that year. For purposes of determining the limitation set forth in Section 2.05, years of eligibility to participate in the prior plan and deferrals under that plan shall be considered.

Article IV.

Designation Of Beneficiary.

The Participant shall have the right to file with the Administrator a written Beneficiary or Change of Beneficiary form designating the person or persons who shall receive the benefits payable under this Plan in the event of the Participant's death. The form for this purpose shall be provided by the Administrator and will have no effect until it is signed, filed with the Administrator by the Participant and accepted by the Administrator. If the Participant dies without having a Beneficiary form on file, the benefits shall be paid to the properly appointed fiduciary of the Participant's probate estate. Provided, however, if a fiduciary has not been appointed and qualified within one hundred twenty (120) days after the Participant's death, the benefits shall be paid to the Participant's surviving spouse. If no spouse survives the Participant, the benefits shall be paid to the Participant's surviving child or children in equal shares. If no spouse or children survive the Participant, benefits shall be paid to the Participant's surviving parent or parents in equal shares. The Participant accepts and acknowledges that the Participant has the burden for executing and filing, with the Administrator, a proper Beneficiary Designation Form. The Participant further accepts and acknowledges that his failure to execute and file a proper Beneficiary designation form will result in the distribution of benefits as provided above. The Beneficiary shall have the right to elect the mode of payment of such benefits, subject to the limitations set forth in Section 7.03.

Article V.

Accounts And Reports.

Section 5.01

The Employer shall remit the amounts deferred to the Administrator or his designated agent. The Administrator shall have no duty to determine whether the funds paid to him by the Employer are correct, nor to collect or enforce such payment.

Section 5.02

For convenience and to facilitate an orderly administration of the Plan, the Administrator shall maintain a deferred account with respect to each Participant. A written report of the status of the Participant's deferred account shall be furnished to the Participant within ninety (90) days after the end of each reporting period, as determined by the Employer, or at least semi-annually.

Section 5.03

Within ninety (90) days after the end of the calendar year, the Administrator shall file with the Employer a written report of the assets of the Plan, a schedule of all receipts and disbursements, and a report of all material transactions of the Plan during the preceding year.

Section 5.04

The Administrator's records shall be open to inspection during normal business hours by the Employer or any Participant, or their designated representatives.

Section 5.05

All reports to the Participant shall be based on fair market value as of the reporting date, as if the deferred amounts had been invested according to the Participant's investment specifications.

*Article VI.**Investment Of Deferred Amounts.*

Section 6.01

The deferred amounts shall be delivered by the Employer to the Administrator or his designated agent for investment as designated by the Employer. The Employer shall be given a reasonable amount of time, not exceeding thirty (30) days from the date of deferral, to effectuate this delivery of the deferred amounts to the Administrator or his designated agent.

Section 6.02

The Employer shall be obligated to invest the deferred amounts as specified by the Participant or Beneficiary in accordance with the Plan. The Employer shall use the Participant's or Beneficiary's investment specifications so as to determine the value of the deferred account maintained with respect to the Participant as if the deferred amounts had been invested according to such specifications.

Section 6.03

All interest, dividends, charges for premiums and administrative expenses, and changes in value due to market fluctuations that would be applicable to each Participant's deferred account had his deferred amounts been invested in accordance with his investment specification shall be credited or debited to the account as they occur.

Section 6.04

All assets of the Plan, including all deferred amounts, property and rights purchased with deferred amounts, and all income attributable to such deferred amounts, property or rights, shall (until made available to the Participant or Beneficiary) be held in a trust, custodial account ("Section 457 Custodial Account") or annuity contract described in I.R.C. Section 457(g) for the exclusive benefit of the Participants and their Beneficiaries.

Section 6.05

The Employer adopts the Section 457 Custodial Account to hold assets, other than assets held in annuity contracts, which will provide benefits for the Participants and Beneficiaries hereunder in a common fund with the

assets of other Section 457 plans. Such custodial account shall be held by the custodian thereof for the exclusive benefit of such Participants and Beneficiaries of this and other Section 457 plans and the assets may not be diverted to any other use. The Administrator shall be the agent of the Employer for purposes of providing direction to the custodian of the custodial account as to the investment of the funds held in the account, the transfer of assets to or from the account and all other matters.

Article VII.

Benefits.

Section 7.01 Commencement Of Distributions.

The Participant may elect the time at which distributions under the Plan are to commence by designating the month and year during which the first distribution is to be made.

- (a) The earliest distribution commencement date that may be elected by the Participant shall be the earlier of:
 - (1) thirty-one (31) days after Administrator is notified of Participant's Separation from Service or the date the Participant Separates from Service, whichever is later; or
 - (2) the date on which the Participant attains age seventy and one-half ($70\frac{1}{2}$) or terminates deferrals under this Plan, whichever is later.
- (b) The Participant shall make such election no later than the earlier of:
 - (1) thirty (30) days following the date Administrator is notified of Participant's Separation from Service; or
 - (2) thirty (30) days following attainment of age seventy (70).

Benefits payable to the Participant will be the equivalent of the total benefits that would have been created had the deferred amounts been invested as specified by the Participant.

- (c) The date elected for commencement of distributions (the "Elected Commencement Date") shall be not later than the "Mandatory Commencement Date", which shall be the later of:
- (1) April 1 of the calendar year following the calendar year in which the Participant attains age seventy and one-half ($70\frac{1}{2}$); or
 - (2) April 1 of the calendar year following the calendar year in which the Participant Separates from Service with the Employer.

The Elected Commencement Date may be postponed, once, following the Participant's Separation from Service, if the Participant files an election designating a new date for benefits to begin, prior to the original Elected Commencement Date. Failure to file an election with the Administrator within the appropriate time period will result in the Administrator beginning distributions one hundred eighty (180) days following the date the Participant Separated from Service or the date the Administrator is notified of Participant's Separation from Service, whichever is later.

Section 7.02 Mode Of Payment.

Benefits shall be paid in accordance with the payment options elected by the Participant. Payment, method of payment, and settlement options are available as provided by each of the available investment specifications. Such election shall be irrevocable after the sixty-fifth (65th) day preceding the date on which benefits will commence. Failure to file an election with the Administrator will result in the Administrator making a lump sum cash distribution to the Participant.

Section 7.03 Payments To Beneficiary.

If the Participant dies while employed with the Employer, or the Participant dies before the benefits to which he is entitled under this Plan have been exhausted, the benefit payable under this Plan shall be paid to his designated Beneficiary.

The Beneficiary shall have the right to elect the time and mode of payment of such benefits, subject to the limitation set forth in this Plan. Such election as to the time of payment (the "Distribution Commencement Date") shall be filed by the Beneficiary not later than thirty (30) days following the Participant's death and shall not be changed once the election is made. An election concerning the mode of payment shall be filed by the Beneficiary either (i) at least sixty-five (65) days prior to the date elected for

the commencement of benefits, or (ii) not later than thirty (30) days following the Participant's death, whichever is later.

Failure to file an election as to the time of payment will result in the Administrator beginning distribution to the Beneficiary within sixty (60) days following the close of the Plan Year in which the Participant died. Failure to file an election as to the manner of payment will result in the Administrator making a lump sum cash distribution.

If the Participant dies prior to January 1, 1989, benefits payable to a Beneficiary shall, in all events, be completed during a period not to exceed (i) the life of the Beneficiary, if such Beneficiary is the surviving spouse of the Participant, or (ii) fifteen (15) years, in all other circumstances.

If the Participant dies on or after January 1, 1989, and after the commencement of distributions, then any amount not distributed to the Participant during the Participant's life shall be distributed to the Beneficiary at least as rapidly as under the method of distribution used by the Participant at the time of the Participant's death. In addition, if the Participant dies prior to the commencement of distributions, but on or after January 1, 1989, then the Participant's account shall be distributed to the Beneficiary within five (5) years (or over the life or life expectancy of the Beneficiary, not to exceed fifteen (15) years, if distributions commence within one (1) year); provided however, if such Beneficiary is the surviving spouse of the Participant, then (i) such distributions shall, in all events, commence no later than December 31 of the calendar year in which the Participant would have attained the age seventy and one-half ($70\frac{1}{2}$) (or such other date as may be permitted under applicable United States Treasury Regulations), and (ii) benefits payable to such spouse shall be completed during a period not in excess of such spouse's life expectancy.

No settlement option available to the Participant shall provide benefits to Beneficiaries which are equal to or greater than thirty-three and one-third percent ($33\frac{1}{3}\%$) of the maximum benefit (or such other amount as may be permitted under applicable Treasury Regulations) that would have been payable to the Participant if no provision had been made for payment to a Beneficiary (as determined by the use of the expected return multiplier in Treasury Regulation Section 1.72-9 or, in the case of payment under a contract issued by an insurance company, by the use of the mortality tables of such company).

Section 7.04 Unforeseeable Emergency.

Notwithstanding any other provisions herein, in the event of an Unforeseeable Emergency, a Participant may request that benefits be paid to him immediately; provided, however, that payment of any such benefits

after the Elected Commencement Date or the Mandatory Commencement Date shall be subject to any limitations specified by an investment carrier. Such request shall be filed in accordance with procedures established pursuant to this Plan. If the application for payment is approved by the Employer or its designee, payments shall be effected within forty-five (45) days of such approval. The circumstances that will constitute an Unforeseeable Emergency will depend on the facts of each case, but, in any event, benefits to be paid shall be limited strictly to the amount necessary to meet the Unforeseeable Emergency constituting financial hardship to the extent such Unforeseeable Emergency is not relieved:

- (a) through reimbursement or compensation by insurance or otherwise;
- (b) by liquidation of the Participant's assets, to the extent the liquidation of such assets would not itself cause financial hardship; or
- (c) by cessation of deferrals under the Plan.

Foreseeable personal expenditures normally budgetable, such as a down payment on a home, the purchase of an automobile, college or other educational expenses, et cetera, will not constitute an Unforeseeable Emergency. The decision of the Employer or its designee concerning the payment of benefits under this section shall be final. Any remaining benefits shall be paid in accordance with Section 7.01 of this Plan.

Section 7.05 In Service Distribution: Three Thousand Five Hundred Dollars (\$3,500) Or Less.

If the total amount payable to a Participant under the Plan is Three Thousand Five Hundred Dollars (\$3,500) or less, the Participant may elect to receive such amount before Separation from Service (or the Plan may distribute such amount without the Participant's consent) if:

- (a) no amount has been deferred under the Plan with respect to such Participant during the two (2) year period ending on the date of distribution, and
- (b) there has been no prior distribution under the Plan to such Participant to which this section applied.

Article VIII.

Administration Of Plan.

Section 8.01

The Employer may at any time amend, modify or terminate this Plan without the consent of the Participant (or any Beneficiary thereof). All amendments shall become effective on the first (1st) day of the month following the giving of not less than forty-five (45) days prior notice of the amendment. Notice shall be deemed given when the amendment is posted in the office of the Employer. To the extent it is possible to do so, the Administrator shall mail an explanation of all amendments that become effective during the Plan Year to the Participant with his last semi-annual report for that Plan year. No amendments shall deprive the Participant of any of the benefits to which he is entitled under this Plan with respect to deferred amounts credited to this account prior to the effective date of the amendment.

If the Plan is curtailed, terminated, or the acceptance of additional deferred amounts suspended permanently, the Administrator shall nonetheless be responsible for the supervision of the payment of benefits resulting from amounts deferred prior to the amendment, modification, or termination in accordance with Article VII hereof.

Section 8.02

Any companies that may issue any policies, contracts, or other forms of investment media used by the Employer or specified by the Participant are not parties to this Plan and such companies shall have no responsibility or accountability to the Participant or his Beneficiary with regard to the operation of this Plan.

Section 8.03

Participation in this Plan by a Public Employee shall not be construed to give a contract of employment to the Participant or to alter or amend an existing employment contract of the Participant, nor shall participation in this Plan be construed as affording to the Participant any representation or guarantee regarding his continued employment.

Section 8.04

The Employer and the Administrator do not represent or guarantee that any particular federal or state income, payroll, personal property, or other tax consequence will occur because of the Participant's participation in this Plan. The Participant should consult with his own representative regarding all questions of federal or state income, payroll, personal property, or other tax consequences arising from participation in this Plan.

Section 8.05

The Administrator shall have the power to appoint agents to act for and in the administration of this Plan, and to select depositories for the assets of the Plan.

Section 8.06

Whenever used herein, the masculine gender shall include the feminine and the singular shall include the plural unless the provisions of the Plan specifically require a different construction.

Section 8.07

The laws of the State of Illinois shall apply in determining the construction and validity of this Plan.

Section 8.08

The rights of the Participant under this Plan shall not be subject to the rights of creditors of the Participant or any Beneficiary, and shall be exempt from execution, attachment, prior assignment, or any other judicial relief or order for the benefit of creditors or other third persons.

Section 8.09

It is agreed that neither the Participant nor his Beneficiary nor any other designee shall have any right to commute, sell, assign, transfer, or otherwise convey the right to receive any payments hereunder which payments and right thereto are expressly declared to be nonassignable and nontransferable.

Section 8.10

This Plan, and any properly adopted amendments, shall constitute the total agreement or contract between the Employer and the Participant regarding the Plan. No oral statement regarding the Plan may be relied upon by the Participant.

Section 8.11

This Plan, and any properly adopted amendments, shall be binding on the parties hereto and their respective heirs, administrators, trustees, successors, and assignees and on all Beneficiaries of the Participant.

Article IX.

Section 9.01

The Employer, or its authorized agent, the Administrator, shall be authorized to resolve any questions of fact necessary to decide the Participant's right under this Plan and such decision shall be binding on the Participant and any Beneficiary thereof.

Section 9.02

The Employer, or its authorized agent, the Administrator, shall be authorized to construe the Plan and to resolve any ambiguity in the Plan. The Administrator is hereby authorized to cause this Plan to be amended and changed as may be required to cause this Plan to comply with any changes to the I.R.C. or other applicable laws and regulations.

Section 9.03

The Participant specifically agrees not to seek recovery against the Employer, the Administrator or any other employee, contractee, or agent of the Employer or Administrator for any loss sustained by the Participant or his Beneficiary for the non-performance of their duties, negligence, or any other misconduct of the above named persons except that this paragraph shall not excuse fraud or wrongful taking by any person.

Section 9.04

The Employer, or its agents including the Administrator, if in doubt concerning the correctness of their action in making a payment of a benefit, may suspend the payment until satisfied as to the correctness of the payment or the person to receive the payment or allow the filing in any State court or competent jurisdiction, a suit in such form as they consider appropriate for a legal determination of the benefits to be paid and the persons to receive them. The Employer shall comply with the final orders of the court in any such suit and the Participant, for himself and his Beneficiary, consents to be bound thereby insofar as it affects the benefits payable under this Plan or the method or manner of payment.

Section 9.05

The Employer and its agents, including the Administrator, are hereby held harmless from all court costs and all claims for the attorney's fees arising from any action brought by the Participant or any Beneficiary thereof under this Plan or to enforce his rights under this Plan, including any amendments hereof.

Section 9.06

The Administrator shall not be required to participate in any litigation concerning the Plan except upon written demand from the Employer. The Administrator may compromise, adjust or effect settlement of litigation when specifically instructed to do so by the Employer.

In Witness Whereof, The undersigned has executed this amended and restated Plan this _____ day of _____, 19____.

Mayor

AUTHORIZATION TO ENTER INTO AND EXECUTE LOAN
AND SECURITY AGREEMENT WITH SENIOR SUITES
CHICAGO AUSTIN LIMITED PARTNERSHIP FOR
CONSTRUCTION OF NEW BUILDING AT
335 NORTH MENARD AVENUE

The Committee on Finance submitted the following report:

CHICAGO, October 28, 1997.

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 Housing to enter into and execute a loan and security agreement with Senior Suites Chicago Austin Limited Partnership for the construction of a new building to be located at 335 North Menard Avenue, 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.

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, Steele, Beavers, Dixon, Shaw, Buchanan, Frias, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 47.

Nays -- None.

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

The following is said ordinance as passed:

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

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

WHEREAS, The Congress of the United States has enacted the Cranston-Gonzales National Affordable Housing Act, 42 U.S.C. Section 12701, et seq., authorizing, inter alia, the HOME Investment Partnership Program (the "HOME Program") pursuant to which the United States Department of Housing and Urban Development ("H.U.D.") is authorized to make funds (the "HOME Funds") available to participating jurisdictions to increase the number of families served with decent, safe, sanitary and affordable housing and to expand the long-term supply of affordable housing; and

WHEREAS, The City has received an allocation from H.U.D. of HOME Funds to make loans and grants for the purposes enumerated above and such HOME Funds are administered by the City's Department of Housing ("D.O.H."); and

WHEREAS, The City may have available certain funds in Corporate Fund Number 100 (the "Corporate Funds") to be used as the local match of HOME Funds as required under the HOME Program; and

WHEREAS, The City may have available certain funds (the "Program Income") derived from repayments to the City of HOME Funds and/or other returns on the investment of HOME Funds; and

WHEREAS, D.O.H. has preliminarily reviewed and approved the making of a loan to Senior Suites Chicago Austin Limited Partnership, an Illinois limited partnership (the "Borrower"), of which Senior Suites Chicago Corporation, an Illinois corporation (the "General Partner"), is the sole general partner, in an amount not to exceed Four Million Two Thousand Five Hundred Seventy-five Dollars (\$4,002,575) (the "Loan"), to be funded from HOME Funds, Corporate Funds and/or Program Income, as available, pursuant to the terms and conditions set forth in Exhibit A attached hereto and made a part hereof, in connection with the housing development described on Exhibit A hereto (the "Project"); and

WHEREAS, The Chicago Low-Income Housing Trust Fund, an Illinois not-for-profit corporation (the "Trust Fund"), which was established by the City to address the permanent housing needs of persons whose incomes are

at or below fifty percent (50%) of the median income of all residents of the City, has established the Affordable Rents for Chicago Program (the "A.R.C. Program") under which the Trust Fund will extend to owners and developers of multi-unit rental housing non-interest-bearing loans which will be secured by mortgages to the Trust Fund to reduce rents in such units during the terms of the loans; and

WHEREAS, The Borrower has made application to the Trust Fund for a loan in the approximate amount of Two Hundred Eighty-nine Thousand Five Hundred Dollars (\$289,500) from A.R.C. Program funds, which loan would reduce the amount of the first mortgage loan to be made to the Borrower as described in Exhibit A hereto, but the making of such loan is not a condition to the Loan; and

WHEREAS, The site of the Project (the "Property") was conveyed to the General Partner by the City pursuant to an ordinance adopted by the City Council on July 13, 1995 (the "Conveyance Ordinance"), appearing at pages 4503 through 4505, inclusive, of the Journal of Proceedings of the City Council for such date and by a quitclaim deed from the City to the General Partner (the "Deed") which Deed was dated, executed and delivered on August 27, 1997; and

WHEREAS, Pursuant to the Conveyance Ordinance and the Deed, the City retained a right of reverter and reentry with respect to the Property if housing was not constructed on the Property within twelve (12) months of the date of the Deed; and

WHEREAS, Construction of the Project is expected to commence in December 1997 and be completed approximately twelve (12) months thereafter; now, therefore,

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

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

SECTION 2. Upon the approval and availability of the Additional Financing as shown in Exhibit A hereto, the Commissioner of D.O.H. (the "Commissioner") and 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 Loan and the terms and program objectives of the HOME Program. The Commissioner is hereby authorized, subject to the approval of the Corporation Counsel, to negotiate any and all terms and provisions in connection with the Loan which do not substantially modify the terms described in Exhibit A hereto. Upon the execution and receipt of proper documentation, the Commissioner is hereby authorized to disburse the proceeds of the Loan to the Borrower.

SECTION 3. In connection with the Loan by the City to the Borrower, the City shall waive those certain fees, if applicable, imposed by the City with respect to the Project and as more fully described in Exhibit B attached hereto and made a part hereof.

SECTION 4. The Commissioner is hereby authorized to waive any and all rights of reverter and re-entry as set forth in the Conveyance Ordinance and the Deed upon the execution and delivery of the agreements and documents referred to in this Section 2 of this ordinance.

SECTION 5. To the extent that any ordinance, resolution, rule, order or provision of the Municipal Code of Chicago, or part thereof, is in conflict with the provisions of this ordinance, the provisions of this ordinance shall control. If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this ordinance.

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

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

Exhibit "A".

Borrower: Senior Suites Chicago Austin Limited Partnership, an Illinois limited partnership, with Senior Suites Chicago Corporation, an Illinois corporation, as the sole general partner (the "General Partner") and others to be hereafter selected as the limited partners.

Project: Construction of a new building to be located at 335 North Menard Avenue (the "Property") and of 84 dwelling units to be contained therein as studio and one-bedroom units for low- and moderate-income senior citizens.

Loan: Source: HOME Funds/Corporate Funds/
Program Income.

Amount: Not to exceed \$4,002,575.

Term: Not to exceed 32 years.

Interest: 0% per annum.

- Security: Non-recourse loan; second mortgage on the Property.
- Additional Financing:
1. Amount: \$586,500.
Term: 30 years.
Source: Avondale Federal Savings Bank, or a financial institution acceptable to the Commissioner.
Interest: During the construction period, an adjustable rate equal to the prime rate of interest in effect from time to time as published in the Money Rates section of *The Wall Street Journal*, plus 2% per annum; thereafter, an adjustable rate, not to exceed 13% per annum.
Security: First mortgage on the Property.
 2. Low-Income Housing Tax Credit ("L.I.H.T.C.")
Proceeds: Approximately \$3,164,488.
Source: To be derived from the syndication by the General Partner of \$462,931 L.I.H.T.C. allocation by the City.
 3. Amount: \$100.
Source: General Partner.

Exhibit "B".

Fee Waivers.

Department Of Buildings.

Waiver of Plan Review, Permit and Inspection Fees:

A. Building Permit:

Zoning.

Construction/Architectural/Structural.

Internal Plumbing.

H.V.A.C.

Water for Construction.

Smoke Abatement.

B. Electrical Permit: Service and Wiring.

C. Elevator Permit (if applicable).

D. Wrecking Permit (if applicable).

E. Fencing Permit (if applicable).

Department Of Sewers.

Permit (connection) and Inspection Fees.

Sealing Permit Fees.

Department Of Water.

Tap Fees.

Termination Fees for Existing Water Taps.

(Fees to purchase B-boxes and remote readouts are not waived.)

Department Of Transportation.

Street Opening and Patching Fees.

Driveway Permit Fees.

Use of Public Way Fees.

AUTHORIZATION OF TAX LEVY AND SERVICE
PROVIDER AGREEMENT FOR SPECIAL
SERVICE AREA NUMBER 4.

The Committee on Finance submitted the following report:

CHICAGO, October 28, 1997.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the levy of a tax for Special Service Area Number 4 and to enter into a service provider agreement with the 95th Street Business Association, 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.

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, Steele, Beavers, Dixon, Shaw, Buchanan, Frias, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 47.

Nays -- None.

Alderman Natarus 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(1) 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 October 31, 1983, as amended by an ordinance enacted on May 30, 1984, as amended by an ordinance enacted on July 27, 1988, and as further amended by an ordinance enacted on November 15, 1995, the City Council of the City of Chicago enacted an ordinance (the "Establishment Ordinance") which established an area known and designated as City of Chicago Special Service Area Number 4 (the "Area") and authorized the levy of an annual tax not to exceed an annual rate of two percent (2%) of the equalized assessed value of the taxable property therein (the "Services Tax") to provide certain special services in and for the Area in addition to the services provided by and to the City of Chicago generally (the "Special Services"); and

WHEREAS, The Establishment Ordinance established the Area as that territory approximately bounded by the area fronting in whole or in part on 95th Street between Ashland Avenue on the east and Western Avenue on the west; and

WHEREAS, The Special Services authorized in the Establishment Ordinance included recruitment of new businesses to the Area, rehabilitation activities, maintenance, private security services, coordinated promotional and advertising activities for the Area, and other technical assistance activities to promote economic development; and

WHEREAS, The Establishment Ordinance provided for the appointment of the 95th Street Special Service Area Commission (the "Commission") for the purpose of recommending to the Mayor and to the City Council a yearly budget based upon the cost of providing the Special Services and further to advise the Mayor and the City Council regarding the amount of the Services Tax to be levied; and

WHEREAS, It is the responsibility of the Commission to recommend to the Department of Planning and Development, the Mayor and the City Council an entity to serve as a service provider (the "Service Provider"), the form of an agreement between the City and the Service Provider for the provisions of Special Services to the Area; and a line item budget to be included in the agreement between the City and the Service Provider; 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 and to the City Council its recommendations for a yearly budget to provide the Special Services in the Area for the fiscal year commencing January 1, 1998, has advised the Mayor and the City Council concerning the Services Tax for the tax year 1997 for the purpose of providing funds necessary to provide the Special Services and has recommended to the Department of Planning and Development, the Mayor and the City Council an agreement with the Service Provider, whose terms and conditions provide for the expenditure of the Services Tax for the provision of the Special Services for the fiscal year commencing January 1, 1998, in substantially the form attached hereto as Exhibit A; and

WHEREAS, Certain members of the Commission may serve from time to time on the Board of Directors of the Service Provider, or serve the Service Provider in some other voluntary capacity, which such service shall provide no financial compensation in any manner to such Commission member; 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:

*95th Street Special Service Area Commission**Special Service Area Budget.*

For the fiscal year beginning January 1, 1998 and ending December 31, 1998.

Expenditures

Service Provider Agreement
for the provision of Special
Services

\$50,000

TOTAL BUDGET REQUEST:

\$50,000

Source Of Funding

Tax levy at a rate not to exceed
two percent (2.00%) of the
assessed value, as equalized, of
taxable property within Special
Service Area Number 4

\$50,000

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 Special Service Area Act and pursuant to the provisions of the Establishment Ordinance, the sum of Fifty Thousand Dollars (\$50,000) as the amount of the Services Tax for the tax year 1997.

SECTION 4. Filing. The City Clerk is hereby ordered and directed to file in the Office of the County Clerk of Cook County, Illinois a certified copy of this ordinance on or prior to December 30, 1997, 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 1997 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 of the Department of Planning and Development (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 agreement with the 95th Street Business Association, an Illinois not-for-profit corporation, in substantially the form attached hereto as Exhibit A and hereby made a part hereof (the "Service Provider Agreement"), and such other supporting documents, if any, as may be necessary to carry out and comply with the provisions of the Service Provider Agreement, with such changes, deletions and insertions as shall be approved by the persons executing the Service Provider Agreement.

SECTION 6. Exemption. The Service Provider Agreement is hereby declared exempt from Section 2-156-020 of the Municipal Code of the City of Chicago.

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 pamphlet form, by preparing at least one hundred (100) copies thereof, which copies are to be made available in his 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 ten (10) days after its passage and publication.

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

Exhibit "A".

Agreement For Special Area Number 4

Between

The City Of Chicago

(Represented By The Special Service Area Commission)

And

95th Street Business Association,

Effective January 1, 1998 Through December 31, 1998.

This Agreement for the management of Special Service Area Number 4 is entered into by and between the 95th Street Business Association, an Illinois not-for-profit corporation ("Contractor"), and 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.

Recitals.

Whereas, Special service areas may be established pursuant to Article VII, §§ 6(1) 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.; and

Whereas, The City Council of the City of Chicago ("City Council") has established a special service area known and designated as "Special Service Area Number 4" ("Area"), to provide special services in addition to those services provided generally by the City ("Special Services"). The City Council has further authorized the levy of an annual ad valorem real property tax in the Area sufficient to produce revenues required to provide those Special Services but not to exceed two and zero one-hundredths percent (2.00%) of the equalized assessed value of all property within the Area

("Service Tax"), all as provided in the Establishment Ordinance (hereinafter defined); and

Whereas, The City Council on _____, 1997, authorized the levy of the Service Tax and appropriation of the funds therefrom for the provision of the Special Services in the Area for fiscal year 1998; and

Whereas, The Contractor and the City desire to enter into this Agreement to provide such Special Services in the Area and the Contractor is ready, willing and able to enter into this Agreement to provide the Special Services to the full satisfaction of the City;

Now, Therefore, In consideration of the mutual promises contained in this Agreement, the City and the Contractor agree as follows:

Article 1.

Incorporation Of Recitals.

The recitals set forth above are incorporated by reference as if fully set forth herein.

Article 2.

Definitions.

The following words and phrases shall have the following meanings for purposes of this Agreement:

"Agreement" means this Special Service Area Agreement, including all (sub)exhibits attached to it and incorporated in it by reference, and all amendments, modifications or revisions made in accordance with its terms.

"Commissioner" means the Commissioner of the Department of Planning and Development or his duly authorized representative.

"Construction" means landscaping, building activities, including but not limited to, physical building improvements, installations, and other fixed works, but does not include pre-development work (design and preparation of specifications).

"Days" means business days in accordance with the City of Chicago business calendar.

"Department" means the City of Chicago Department of Planning and Development.

"Establishment Ordinance" means, collectively, the ordinances enacted by the City Council on October 31, 1983, as amended by ordinances enacted by the City Council on May 30, 1984, July 27, 1988, and November 15, 1995 and any subsequent amendments thereto authorizing imposition of the Service Tax and setting forth the Special Services to be provided in the Area.

"Risk Management Department" means the Risk Management Office of the Department of Finance which is under the direction of the Comptroller of the City and is charged with reviewing and analyzing insurance and related liability matters for the City.

"Security Firm" means a business entity certified by the State of Illinois pursuant to the Private Detective, Private Alarm and Private Security Act of 1993, 225 ILCS 446/1, et seq., and whose employees are licensed by the State of Illinois.

"Services" means, collectively, the services, duties and responsibilities described in Article 3 and (Sub)Exhibit 1 (Scope of Services) of this Agreement and any revisions thereof and any and all work necessary to complete them or carry them out fully and to the standard of performance required in this Agreement.

"Service Tax Funds" means the amount actually collected pursuant to the Service Tax.

"Special Service Area Commission (S.S.A.C.)" means the body established pursuant to the Establishment Ordinance, known as the 95th Street Special Service Area Commission, to prepare the Budget, identify a Contractor and supervise the provision of the Special Services in the Area.

"Subcontractor" means any person or entity with whom Contractor contracts to provide any part of the Services, including subcontractors of any tier, subconsultants of any tier, suppliers and materialmen, whether or not in privity with the Contractor.

Article 3.

Duties And Responsibilities Of Contractor.

3.01 Scope Of Services.

The Services which the Contractor shall provide include, but are not limited to, those described in this Article 3 and in (Sub)Exhibit 1 which is attached hereto and incorporated by reference as if fully set forth herein. The S.S.A.C. reserves the right to require the Contractor to perform revised services which are within the general scope of services of this Agreement and of the Special Services identified in the Establishment Ordinance, subject to the same terms and conditions herein. Revised services shall be limited to changes or revisions to the line items in the Budget, shall not affect the maximum compensation, and shall require the prior written approval of the S.S.A.C.. The S.S.A.C. may, by written notice to the Department and the Contractor, delete or amend the figures contained and described in the Budget attached hereto as (Sub)Exhibit 2 and incorporated by reference as if fully set forth herein. The Contractor shall provide the Services in accordance with the standards of performance set forth in Section 3.02. The Contractor Shall Not Engage In Construction Or Any Activity Constituting A Public Improvement Under Illinois Law.

3.02 Standard Of Performance.

The Contractor shall perform all Services with that degree of skill, care and diligence normally shown by a contractor performing services of a scope, purpose and magnitude comparable to the Services to be provided hereunder. The Contractor shall at all times use its best efforts on behalf of the City to assure timely and satisfactory rendering and completion of its Services.

The Contractor shall at all times act in the best interests of the City consistent with the professional obligations assumed by it in entering into this Agreement. The Contractor shall perform all Services in accordance with the terms and conditions of this Agreement and to the full satisfaction of the S.S.A.C.. The Contractor agrees to furnish efficient business administration and supervision to render and complete the Services at reasonable cost.

The Contractor shall assure that all Services which require the exercise of professional skills or judgment shall be accomplished by professionals qualified and competent in the applicable discipline and appropriately licensed, if required by law. The Contractor shall remain responsible for the professional and technical accuracy of all Services provided, whether by the Contractor or its Subcontractors or others on its behalf.

If the S.S.A.C. determines that the Contractor has failed to comply with the foregoing standards, the Contractor shall perform again, at its own expense, all Services required to be reperformed as a direct or indirect result of such failure. Any review, approval, acceptance or payment for any or all of the Services by the City shall not relieve the Contractor of its responsibility for the professional and technical accuracy of its Services. This provision in no way limits the City's rights against Contractor, either under this Agreement, at law or in equity.

3.03 Personnel.

The Contractor shall, immediately upon receiving a fully executed copy of this Agreement, assign and maintain during the term of this Agreement and any extension thereof an adequate staff of competent personnel which is fully equipped, licensed as appropriate, available as needed, qualified and assigned to perform the Services. Salaries and wages due of all employees of the Contractor performing Services under this Agreement shall be paid unconditionally and at least once a month without deduction or rebate on any account, except only for such payroll deductions as are mandatory by law or are permitted under applicable law and regulations.

3.04 Nondiscrimination.

A. Federal Requirements.

It shall be an unlawful employment practice for the Contractor (1) to fail or refuse to hire or to discharge any individual, or otherwise to discriminate against any individual with respect to his compensation, or the terms, conditions, or privileges of his employment, because of such individual's race, color, religion, sex, age, handicap or national origin; or (2) to limit, segregate, or classify its employees or applicants for employment in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect his status as an employee, because of such individual's race, color, religion, sex, age, handicap or national origin.

The Contractor shall comply with the Civil Rights Act of 1964, 42 U.S.C. § 2000, et seq., as amended. Attention is called to: Exec. Order No. 11,246, 30 Fed. Reg. 12,319 (1965), reprinted in 42 U.S.C. § 2000(e) Note, as amended by Exec. Order No. 11,375, 32 Fed. Reg. 14,303 (1967) and by Exec. Order No. 12,086, 43 Fed. Reg. 46,501 (1978); the Age Discrimination Act, 42 U.S.C. §§ 6101 -- 6106; Rehabilitation Act of 1973, 29 U.S.C. §§ 793 -- 794; and the Americans With Disabilities Act of 1990, 42 U.S.C. § 12101, et seq., and 41 C.F.R. Part 60, et seq.

B. State Requirements.

The Contractor shall comply with the Illinois Human Rights Act, 775 ILCS 5/1-101, et seq.; the Equal Employment Opportunity Clause, Ill. Admin. Code, Title 5, §750 Appendix A; and the Public Works Employment Discrimination Act, 775 ILCS 10/0.01, et seq., as amended.

C. City Requirements.

The Contractor shall comply with the Chicago Human Rights Ordinance, §2-160-010, et seq., as amended, of the Municipal Code of Chicago.

3.05 Insurance.

The Contractor shall comply with the insurance provisions attached hereto as (Sub)Exhibit 4 and incorporated by reference as if fully set forth herein, or such other insurance provisions as may be required in the reasonable judgment of the Risk Management Division. If the Contractor enters into a subcontract with a Security Firm, such Security Firm shall comply with the insurance provisions attached hereto as (Sub)Exhibit 5 and incorporated by reference as if fully set forth herein, or such other insurance provisions as may be required in the reasonable judgment of the Risk Management Division. If the Contractor subcontracts with a Subcontractor other than a Security Firm, such Subcontractor shall comply with the Contractor insurance provisions attached hereto as (Sub)Exhibit 4 or the Contractor may provide coverage for such Subcontractors.

3.06 Indemnification.

The Contractor agrees to protect, defend, indemnify, keep, save and hold the City, its officers, officials, S.S.A.C. members, employees and agents free and harmless from and against any and all liabilities, losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind, nature and character arising out of or relating to any and all claims, liens, demands, obligations, actions, suits, judgments or settlements, proceedings or causes of action of every kind, nature and character in connection with or arising directly or indirectly out of this Agreement and/or the performance hereof by the Contractor, its officials, agents, employees and Subcontractors, including but not limited to, the enforcement of this indemnification provision (collectively, "Claims"). Without limiting the foregoing, any and all such Claims, relating to personal injury, death, damage to property, defects in material or workmanship, actual or alleged infringement of any patent, trademark, copyright or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, order,

rule or regulation, or decree of any court, shall be included in the indemnity hereunder. The Contractor further agrees to investigate, handle, respond to, provide defense for and defend all suits for any and all Claims, at its sole expense and agrees to bear all other costs and expenses related thereto, even if the Claims are considered groundless, false or fraudulent.

The City shall have the right, at its option and at its own expense, to participate in the defense of any suit, without relieving the Contractor of any of its obligations under this indemnity provision. The Contractor expressly understands and agrees that the requirements set forth in this indemnity to protect, defend, indemnify, keep, save and hold the City free and harmless are separate from and not limited by the Contractor's responsibility to obtain insurance or to provide a bond pursuant to other sections in this Agreement. Further, the indemnities contained in this section shall survive the expiration or termination of this Agreement.

3.07 Records And Audits.

The Contractor shall deliver all documents, data, studies, reports, findings or information to the S.S.A.C. promptly in accordance with the time limits prescribed herein and if no time limit is specified, then upon reasonable demand therefore, or upon termination or, if requested, upon termination or completion of the Services.

The Contractor and any Subcontractors shall furnish the S.S.A.C. with semi-annual reports or provide such information as may be requested relative to the performance and cost of the Services. The Contractor shall maintain records showing actual time devoted and costs incurred. The Contractor shall keep books, documents, records and accounts in connection with the Services open to inspection, copying, abstracting, transcription and an independent audit by City employees or agents and shall make these records available to the City at reasonable times during the performance of its Services. In addition, Contractor shall retain them in a safe place and make them available for an independent audit, inspection, copying and abstracting for at least five (5) years after the final payment made in connection with this Agreement.

The Contractor Shall Not Commingle Service Tax Funds With Funds From Other Sources, and to the extent that the Contractor conducts any business operations separate and apart from the Services hereunder using, for example, personnel, equipment, supplies or facilities also used in connection with this Agreement, then the Contractor shall maintain and make similarly available to the City detailed records supporting the Contractor's allocation to this Agreement of the costs and expenses attributable to any such shared usages.

The Contractor shall provide an annual audited financial statement to the S.S.A.C. and the Department within one hundred twenty (120) calendar

days after the end of the calendar year and the system of accounting shall be in accordance with generally accepted accounting principles and practices, consistently applied throughout. No provision in this Agreement granting the City a right of access to records and documents is intended to impair, limit or affect any right of access to such records and documents which the City would have had in the absence of such provisions.

3.08 Subcontracts And Assignments.

The Contractor shall not assign, delegate, subcontract or otherwise transfer all or any part of its rights or obligations under this Agreement or any part hereof, unless otherwise provided for herein or without the express written consent of the S.S.A.C.. The absence of such provision or written consent shall void the attempted assignment, delegation or transfer and shall be of no effect as to the Services or this Agreement.

All subcontracts, all approvals of Subcontractors and any assignment to which the S.S.A.C. consents shall be, regardless of their form, deemed conditioned upon performance by the Subcontractor or assignee in accordance with the terms and conditions of this Agreement.

If the Contractor subcontracts for security services, the Subcontractor shall be a Security Firm certified by the State of Illinois and the Security Firm's employees shall be licensed by the State of Illinois. The Contractor, upon entering into any subcontract with a Security Firm, shall furnish the S.S.A.C. and the Department with a copy of the subcontract for their approval. The City expressly reserves the right to approve all Security Firm subcontracts.

Article 4.

Term Of Services.

This Agreement shall take effect as of January 1, 1998 (the "Effective Date") and shall continue through December 31, 1998 or until the Agreement is terminated in accordance with its terms. The City may extend this Agreement by a written amendment in accordance with Section 8.03 for one six (6) month period under the same terms and conditions except for a revised budget and scope of services. However, the extension shall expire whenever a new Agreement between the City and Contractor takes effect.

*Article 5.**Compensation.***5.01 Basis Of Payment.**

The maximum compensation that the Contractor may be paid under this Agreement is Fifty Thousand Dollars (\$50,000) or the total amount of Service Tax Funds actually collected for tax year 1997, whichever is less.

The City Comptroller will transfer the Service Tax Funds to the Contractor as received. The Contractor shall reimburse its Subcontractors for Services satisfactorily performed pursuant to the Budget.

5.02 Budget For Services.

The Contractor in conjunction with the S.S.A.C. has prepared a Budget, attached hereto as (Sub)Exhibit 2 and incorporated by reference as if fully set forth herein, covering each service described in the Scope of Services. The S.S.A.C. reserves the right to transfer funds between line items or make Budget revisions which do not affect the maximum compensation set forth in Section 5.01. The S.S.A.C. shall revise the Budget if any part of Contractor's Services is terminated.

5.03 Method Of Payment.

The Contractor shall establish a separate checking account ("Account") in a bank authorized to do business in the State of Illinois that is insured by the Federal Deposit Insurance Corporation. All Service Tax Funds that the Comptroller transfers to the Contractor shall be deposited in the Account and disbursements from the Account shall be pursuant to this Agreement. The Contractor Shall Not Commingle Service Tax Funds With Funds From Other Sources. The Contractor shall provide to the S.S.A.C. the signature card and sample check from the bank which shows the signature(s) of the Contractor's authorized representative(s). The S.S.A.C. reserves the right to audit the account and require the Contractor to refund any funds which were not spent pursuant to the Budget or which were not approved by the S.S.A.C.. The name and address of the bank is _____ and the wire transfer and the Account numbers are _____.

All funds remaining in the Account at the expiration or termination of this Agreement, including any interest earned, belong to the City for the benefit of the Area and shall be returned to the City to be used only for Special Services. However, if the City and the Contractor enter into a subsequent agreement for Special Services, the funds may remain in the Account to be used pursuant to the subsequent agreement.

5.04 Criteria For Payment.

The S.S.A.C., in its sole discretion, shall determine the reasonableness, allocability and allowability of any rates, costs and expenses charged or incurred by the Contractor.

5.05 Funding.

Payments under this Agreement shall be made from Service Tax Funds in fund number 332-99-2005-0161-0161 and are subject to the availability of funds therein.

Article 6.

Special Conditions.

6.01 Warranties And Representations.

In connection with the execution of this Agreement, the Contractor warrants and represents:

- A. that it is financially solvent; that it and each of its employees, agents, and Subcontractors are competent to perform the Services required; that it is legally authorized to execute and perform or cause to be performed this Agreement under the terms and conditions stated herein; and
- B. that it shall not knowingly use the services of any ineligible Subcontractor for any purpose in the performance of the Services; and
- C. that it and its Subcontractors are not in default at the time of the execution of this Agreement, or deemed by the Department to have, within five (5) years immediately preceding the date of this Agreement, been found to be in default on any contract awarded by the City; and
- D. that it and, to the best of its knowledge, its Subcontractors are not in violation of the provisions of §2-92-320 of the Municipal Code of Chicago, 720 ILCS 5/33E-1, et seq. of the Criminal Code of 1961 and 65 ILCS 5/11-42.1-1 of the Illinois Municipal Code; and
- E. that it shall be the duty of the Contractor, all Subcontractors and their respective officers, directors, agents, partners and employees to cooperate with the Inspector General in any

investigation or hearing undertaken pursuant to Chapter 2-56 of the Municipal Code of Chicago; that it understands and will abide by all provisions of Chapter 2-56 of the Municipal Code of Chicago and all subcontracts shall inform Subcontractors of such provision and require understanding and compliance therewith; and

- F. that it shall comply with the MacBride Principles Ordinance, §2-92-580 of the Municipal Code of Chicago, through which the City seeks to promote fair and equal employment opportunities and labor practice for religious minorities in Northern Ireland and provide a better working environment for all citizens in Northern Ireland; that in accordance with the MacBride Principles Ordinance, if the Contractor conducts any business operations in Northern Ireland, it shall make all reasonable and good faith efforts to conduct such business operations in accordance with the MacBride Principles for Northern Ireland as defined in Illinois Public Act 85-1390 (1988 Ill. Laws 3220); and
- G. that, except only for those representations, statements, or promises expressly contained in this Agreement and any (sub)exhibits attached hereto, no representation, statement or promise, oral or written, or of any kind whatsoever, by the City, its officers, agents, or employees, has induced the Contractor to enter into this Agreement; and
- H. that the Contractor understands and agrees that any certification, affidavit or acknowledgement made under oath in connection with this Agreement is made under penalty of perjury and, if false, is also cause to for termination for default.

6.02 Contractor's Affidavit And Business Documents.

The Contractor has provided the City with a Contractor's Affidavit, which is attached as (Sub)Exhibit 3 and incorporated by reference as if fully set forth herein.

In addition, the Contractor shall provide the City with copies of its latest articles of incorporation, by-laws and resolutions, or partnership or joint venture agreement, as applicable, and evidence of its authority to do business in the State of Illinois, including without limitation, registrations of assumed names or limited partnerships and certifications of good standing with the Office of the Secretary of State of Illinois.

6.03 Conflict Of Interest.

Pursuant to Chapter 2-156 of the Municipal Code of Chicago and 65 ILCS 5/3.1-55-10, no member of the governing body of the City, no other officer, employee, S.S.A.C. member, or agent of the City who exercises any functions or responsibilities in connection with the Services to which this Agreement or any related subcontract pertain, and no relative of any S.S.A.C. member shall have any personal economic or financial interest, directly or indirectly, in this Agreement or any such subcontract except to the extent that such benefits are provided equally to all residents and/or business owners in the Area. Furthermore, no S.S.A.C. member, relative of any S.S.A.C. member, City official, agent or employee shall be a Subcontractor, employee or shareholder of the Contractor or receive anything of value from the Contractor.

No member of or delegate to the Congress of the United States or the Illinois General Assembly and no alderman of the City or City employee shall be admitted to any share or part of this Agreement or to any financial benefit to arise from it. The Contractor acknowledges that any agreement entered into, negotiated or performed in violation of any of the provisions of Chapter 2-156 shall be voidable by the City.

The Contractor covenants that it, its officers, directors and employees, and the officers, directors and employees of each of its members if a joint venture, and Subcontractors, presently have no financial interest and shall acquire no interest, direct or indirect, which would conflict in any manner or degree with the performance of the Services. The Contractor further covenants that in the performance of this Agreement no person having any such interest shall be employed. The Contractor agrees that if the Commissioner in his reasonable judgment, determines that any of Contractor's services for others conflict with the Services the Contractor is to provide for the City under this Agreement, the Contractor shall terminate such other services immediately upon request of the City.

6.04 Non-Liability Of Public Officials.

No official, employee or agent of the City shall be charged personally by the Contractor, or by any assignee or Subcontractor of the Contractor, with any liability or expenses of defense or be held personally liable to them under any term or provision hereof, because of the City's execution or attempted execution hereof, or because of any breach hereof.

6.05 Independent Contractor.

The Contractor shall perform under this Agreement as an independent contractor to the City and not as a representative, employee, agent, or partner of the City.

Article 7.

*Events Of Default, Remedies, Termination,
Right To Offset, Suspension.*

7.01 Events Of Default Defined.

The following shall constitute events of default:

- A. Any material misrepresentation, whether negligent or willful and whether in the inducement or in the performance, made by Contractor to the City.
- B. Contractor's material failure to perform any of its obligations under the Agreement including, but not limited to, the following:
 - (1) failure to commence or ensure timely completion of the Services due to a reason or circumstance within Contractor's reasonable control;
 - (2) failure to perform the Services in a manner satisfactory to the City;
 - (3) failure to promptly re-perform within a reasonable time Services that were rejected as erroneous or unsatisfactory;
 - (4) discontinuance of the Services for reasons within the Contractor's reasonable control; and
 - (5) failure to comply with a material term of this Agreement, including but not limited to the provisions concerning insurance and nondiscrimination.

7.02 Remedies.

The occurrence of any event of default which the Contractor fails to cure within thirty (30) calendar days after receipt of notice specifying such default or which, if such event of default cannot reasonably be cured within thirty (30) calendar days after notice, the Contractor fails, in the sole opinion of the Commissioner, to commence and continue diligent efforts to cure, shall permit the City to declare the Contractor in default. Whether to declare the Contractor in default is within the sole discretion of the Commissioner. Written notification of the default, and any intention of the

City to terminate the Agreement, shall be provided to Contractor and such decision shall be final and effective upon the Contractor's receipt of such notice. Upon receipt of such notice, the Contractor must discontinue any Services, unless otherwise directed in the notice, and deliver all materials accumulated in the performance of this Agreement, whether completed or in the process of completion, to the City. At such time the City may invoke any legal or equitable remedy available to it including, but not limited to, the following:

- A. The right to take over and complete the Services or any part thereof as agent for and at the cost of the Contractor, either directly or through others. The Contractor shall have, in such event, the right to offset from such cost the amount it would have cost the City under the terms and conditions herein had the Contractor completed the Services.
- B. The right to terminate this Agreement as to any or all of the Services yet to be performed, effective at a time specified by the City.
- C. The right of specific performance, an injunction or any other appropriate equitable remedy.
- D. The right to money damages.
- E. The right to withhold all or any part of Contractor's compensation hereunder.
- F. The right to deem Contractor non-responsible in future contracts to be awarded by the City.

If the City considers it to be in its best interest, it may elect not to declare default or to terminate this Agreement. The parties acknowledge that this provision is solely for the benefit of the City and that if the City permits the Contractor to continue to provide the Services despite one (1) or more events of default, the Contractor shall in no way be relieved of any of its responsibilities, duties or obligations under this Agreement nor shall the City waive or relinquish any of its rights. No delay or omission to exercise any right accruing upon any event of default shall impair any such right nor shall it be construed as a waiver of any event of default or acquiescence therein, and every such right may be exercised from time to time and as often as may be deemed expedient.

7.03 Right To Offset.

The City reserves its rights under §2-92-380 of the Municipal Code of Chicago. The Commissioner shall consult with the S.S.A.C. before exercising such rights.

7.04 Suspension.

The City may at any time request that the Contractor suspend its Services, or any part thereof, by giving fifteen (15) days prior written notice to Contractor or upon no notice in the event of emergency. No costs incurred after the effective date of such suspension shall be allowed. The Contractor shall promptly resume its performance upon written notice by the Department. The Budget may be revised pursuant to Section 5.02 to account for any additional costs or expenses actually incurred by the Contractor as a result of recommencing the Services.

7.05 No Damages For Delay.

The Contractor agrees that it, its members, if a partnership or joint venture and its Subcontractors shall make no claims against the City for damages, charges, additional costs or hourly fees for costs incurred by reason of delays or hindrances by the City in the performance of its obligations under this Agreement.

7.06 Early Termination.

In addition to termination for default, the S.S.A.C. may terminate this Agreement or any portion of the Services to be performed under it at any time by a written notice to the Contractor when the Agreement may be deemed to be no longer in the best interests of the Area. If the S.S.A.C. elects to terminate the Agreement in full, all Services shall cease and all materials accumulated in performing this Agreement, whether completed or in the process of completion, shall be delivered to the Department within ten (10) days after receipt of the notice or by the date stated in the notice.

During the final ten (10) days or other time period stated in the notice, the Contractor shall restrict its activities, and those of its Subcontractors, to winding down any reports, analyses, or other activities previously begun. No costs incurred after the effective date of the termination shall be allowed. Payment for any Services actually and satisfactorily performed before the effective date of the termination shall be on the same basis as set forth in Article 5 hereof, but if any compensation is described or provided for on the basis of a period longer than ten (10) days, then the compensation shall be prorated accordingly.

If a court of competent jurisdiction determines that the S.S.A.C.'s election to terminate this Agreement for default has been wrongful, then such termination shall be deemed to be an early termination.

Article 8.

General Conditions.

8.01 Entire Agreement.

This Agreement, and the (Sub)exhibits attached hereto and incorporated hereby, shall constitute the entire Agreement between the parties and no other warranties, inducements, considerations, promises, or interpretations shall be implied or impressed upon this Agreement that are not expressly addressed herein.

8.02 Counterparts.

This Agreement is comprised of several identical counterparts, each to be fully executed by the parties and each to be deemed an original having identical legal effect.

8.03 Amendments.

No changes, amendments, modifications, or discharge of this Agreement, or any part thereof, shall be valid unless in writing and signed by the authorized agent of the Contractor and the Commissioner, or their successors and assigns. The City shall incur no liability for revised services without a written amendment to this Agreement pursuant to this section.

8.04 Compliance With All Laws.

The Contractor shall at all times observe and comply with all applicable laws, ordinances, rules, regulations and executive orders of the federal, state and local governments, now existing or hereinafter in effect, which may in any manner affect the performance of this Agreement. Provisions required by law, ordinances, rules, regulations, or executive orders to be inserted shall be deemed inserted whether or not they appear in this Agreement or, upon application by either party, this Agreement shall forthwith be amended to literally make such insertion; however, in no event shall the failure to insert such provisions prevent the enforcement of this Agreement.

8.05 Compliance With A.D.A. And Other Accessibility Laws.

The Contractor warrants that all services provided under this Agreement shall comply with all accessibility standards for persons with disabilities or environmentally limited persons including, but not limited to the following: Americans with Disabilities Act of 1990, 42 U.S.C. § 12101, et seq. and Rehabilitation Act of 1973, 29 U.S.C. §§ 793 -- 794. In the event that the above cited standards are inconsistent, the Contractor shall comply with the standard providing greater accessibility.

8.06 Assigns.

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.

8.07 Cooperation.

The Contractor agrees at all times to cooperate fully with the City and to act in the City's best interests. Upon the termination or expiration of this Agreement, the Contractor shall make every effort to assure an orderly transition to another provider of the Services, if any, orderly demobilization of its own operations in connection with the Services, uninterrupted provision of Services during any transition period and shall otherwise comply with reasonable requests of the Department in connection with this Agreement's termination or expiration.

8.08 Severability.

If any provision of this Agreement is held or deemed to be or shall in fact be inoperative or unenforceable as applied in any particular case in any jurisdiction or in all cases because it conflicts with any other provision hereof or of any constitution, statute, ordinance, rule of law or public policy, or for any other reason, such circumstances shall not have the effect of rendering such provision inoperative or unenforceable in any other case or circumstance, or of rendering any other provision herein invalid, inoperative, or unenforceable to any extent. The invalidity of any one or more phrases, sentences, clauses or sections herein shall not effect the remaining portions of this Agreement or any part thereof.

8.09 Interpretation.

All headings in this Agreement are for convenience of reference only and do not define or limit the provisions thereof. Words of gender are deemed to

include correlative words of the other gender. Words importing the singular number include the plural number and vice versa, unless the context otherwise indicates. All references to exhibits or documents are deemed to include all supplements and /or amendments to such exhibits or documents if entered into in accordance with the terms and conditions hereof and thereof. All references to persons or entities are deemed to include any persons or entities succeeding to the rights, duties, and obligations of such persons or entities in accordance with the terms and conditions herein.

8.10 Miscellaneous Provisions.

Whenever under this Agreement the City by a proper authority waives the Contractor's performance in any respect or waives a requirement or condition to the Contractor's performance, the waiver, whether express or implied, shall only apply to that particular instance and shall not be deemed a waiver forever or for subsequent instances of the performance, requirement or condition. No waiver shall be construed as a modification of the Agreement regardless of the number of times the City may have waived the performance, requirement or condition.

8.11 Disputes.

Except as otherwise provided in this Agreement, the Contractor shall and the S.S.A.C. may bring any dispute concerning a question of fact arising under this Agreement which is not otherwise disposed of to the City's Purchasing Agent for decision based upon written submissions of the parties. The Purchasing Agent shall reduce his decision to writing and furnish a copy of it to the Contractor and the S.S.A.C.. Such decision is final and binding.

Article 9.

Notices.

Notices provided for herein shall be in writing and may be delivered personally or by United States mail, first class, certified, return receipt requested, with postage prepaid and addressed as follows:

If To The City:

The 95th Street Special Service Area
Commission
9006 South Hoyne Avenue
Chicago, Illinois 60620
Attention: President

Department of Planning and Development
City Hall, Room 1000
121 North LaSalle Street
Chicago, Illinois 60602
Attention: Commissioner

With Copies To: Department of Law
City Hall, Room 511
121 North LaSalle Street
Chicago, Illinois 60602
Attention: Corporation Counsel

If To Contractor: 95th Street Business Association
9006 South Hoyne Avenue
Chicago, Illinois 60620
Attention: Vince Sheridan, President

Changes in the above-referenced addresses must be in writing and delivered in accordance with the provisions of this section. Notices delivered by mail shall be deemed received three (3) days after mailing in accordance with this section. Notices delivered personally shall be deemed effective upon receipt.

Article 10.

Authority.

10.01 City Authority.

This Agreement is entered into pursuant to a City Council ordinance enacted by virtue of the home rule authority conferred on the City under Section 6(a), Article VII of the 1970 Constitution of the State of Illinois.

10.02 Contractor's Authority.

Execution of this Agreement by the Contractor is authorized by a resolution of its Board of Directors, if a corporation, and the signature of each person signing on behalf of the Contractor has been made with complete and full authority to commit the Contractor to all terms and conditions of this Agreement, including each and every representation,

certification and warranty contained herein, including without limitation such representations, certifications and warranties collectively attached hereto and incorporated by reference herein.

In Witness Whereof, The City and the Contractor have executed this Agreement on the date first set forth above, at Chicago, Illinois.

Recommended By:

Chairperson, Special Service
Area Commission

City of Chicago

By: _____
Commissioner, Department of
Planning and Development

Approved As To Form And Legality:

Assistant Corporation Counsel

Contractor

By: _____

Its: _____

Attested By: _____

Its: _____

Subscribed and sworn to before me
this ____ day of _____, 19__.

Notary Public

(Sub)Exhibits 1, 2, 3, 4 and 5 referred to in this Service Provider Agreement
read as follows:

(Sub)Exhibit 1.
(To Service Provider Agreement For
Special Service Area Number 4)

Scope Of Services.

The 95th Street Business Association, through its Sole Service Provider
Contract with Special Area Number 4, shall provide the following services
on 95th Street, from Ashland Avenue to Western Avenue:

Beautification and Maintenance: flower planting in pots on sidewalks,
in flower beds in median strip and at Metra Station gardens;
maintenance of these plantings; general maintenance such as sidewalk
sweeping, applying herbicide to control weed growth; daily litter pickup;
mowing; graffiti removal; seasonal painting of flower pots.

Advertising and Promotion: Seasonal and holiday advertising and
promotional events such as: valentine raffle, block party balloon
promotion, holiday contests, Santa arrival, and other seasonal or
holiday related promotions.

Marketing: Two pronged marketing effort: first, to bring shoppers to
95th Street and secondly, to attract quality retailers and developers to
the commercial district.

Economic Development: As a member of the Beverly Hills/Morgan Park Economic Development Steering Committee, the Association will promote and coordinate growth and activity on 95th Street and stress business retention and attraction, plus job creation.

Security: Provide a holiday security patrol during the busy holiday shopping season.

Seasonal and Holiday Decorations: Seasonally, display flags and banners on the light poles on 95th Street. Also decorate flower pots with evergreen boughs and bows, display green wreaths and garland on the light poles and decorate the median trees with white lights for the holiday shopping season.

Administrative: Maintain office for 95th Street Business Association and S.S.A.C.. Distribute quarterly business bulletin, prepare annual directory of merchants on 95th Street, maintain inventory of available properties; maintain database of all 95th Street properties, ownership, and tenancy; maintain all Association and S.S.A.C. records and correspondence; act as liaison between S.S.A.C. and the City of Chicago Department of Planning and Development.

(Sub)Exhibit 2:
(To Service Provider Agreement For
Special Service Area Number 4)

*Department Of Planning And Development
Proposed Special Service Area Budget.*

Special Service Area Name and Number:	95th Street Special Service Area Number 4
Chairman, Special Service Area:	Dennis Heywood
Telephone Number:	(Omitted for printing purposes)
Sole Service Provider:	95th Street Business Association

Program Manager:

Lois D. Weber

Telephone Number:

(Omitted for printing purposes)

Budget Period:

January 1, 1998 to
December 31, 1998

Item	Budget Year 1998
Advertising and Promotion	\$ 3,500
Consultant Services	. . .
Seasonal and Holiday Decorations	8,220
Equipment	. . .
Equipment Maintenance	. . .
Maintenance/Salary	10,000
Security Services	4,600
Snow Plowing	. . .
Street Maintenance/ Beautification/Supplies	3,500
Training and Workshops	. . .
Transportation	. . .
Administrative Costs For Managing S.S.A. Program:	
Employees' Benefits	4,227.00
Insurance	2,500.00

Item	Budget Year 1998
Accounting Fees	\$ 500.00
License Fees	...
Office Equipment	...
Office Rent	...
Postage	1,000.00
Printing/Publications	2,500.00
Salaries	7,603.00
Subscriptions/Dues	...
Supplies	750.00
Telephone/Fax	1,100.00
Utilities	...
Other:	
Contingency Fund for Uncollected Taxes (5% of Budget)	...
TOTAL:	\$50,000.00

Estimated Tax Levy: _____

(Sub)Exhibit 3.
(To Service Provider Agreement For
Special Service Area Number 4)

Contractor's Affidavit.

Specification Number: _____

Bidder/Proposer Name: 95th Street Business Association

Bidder/Proposer Address: 2100 West 95th Street

Chicago, Illinois 60643

Federal Employer I.D. Number: 36-3227187

or Social Security Number: _____

Instructions: For Use With A Contract Funded In Whole By City Or State Funds. Every Contractor submitting a bid/proposal to the City of Chicago must complete this Contractor's Affidavit. Special attention should be paid to Sections I (pages 1 to 4), II (page 4), and IV A(2) (page 8), which require the Contractor to provide certain information to the City. The Contractor must sign the appropriate line in Section III C (page 6) and Section IV A (pages 7 and 8) and Section V (pages 8 and 9) and must complete and sign before a notary public the verification, Section VII (page 10). Please note that in the event the Contractor is a joint venture, the joint venture and each of the joint venture partners must submit a completed Contractor's Affidavit. In the event that the Contractor is unable to certify to any of the statements contained herein, Contractor must contact the Department of Purchases, Contracts and Supplies for the City of Chicago and provide a detailed factual explanation of the circumstances leading to the Contractor's inability to so certify.

The undersigned Emil C. Mahler, as President
(Name) (Title)

and on behalf of 95th Street Business Association ("Contractor")
(Business Name)

having been duly sworn under oath certifies that:

I.

Disclosure Of Ownership Interests.

Pursuant to Chapter 2-154 of the Municipal Code of Chicago (the "Municipal Code"), all bidders/proposers shall provide the following information with their bid/proposal. If the question is not applicable, answer with "NA". If the answer is none, please answer "None".

Bidder/Proposer is a: ☐ Corporation ☐ Sole Proprietor
 (Check One) ☐ Partnership ☒ Not-for-Profit Corporation
☐ Joint Venture ☐ Other

Section 1.

For Profit Corporations.

a. Incorporated in the State of _____

b. Authorized to do business in the State of Illinois: Yes ☐ No ☐

c. Names of all officers of corporation (or attach list): Names of all directors of corporation (or attach list):

Name (Print or Type)	Title (Print or Type)	Name (Print or Type)	Title (Print or Type)
NA	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

d. If the corporation has fewer than one hundred (100) shareholders, indicate here or attach a list of names and addresses of all shareholders and the percentage interest of each.

Name (Print or Type)	Address	Ownership Interest
NA	_____	_____%
_____	_____	_____%
_____	_____	_____%
_____	_____	_____%

- e. Is the corporation owned partially or completely by one or more other corporations? Yes ☐ No ☐

If "Yes", provide the above information, as applicable, for each of said corporations.

- f. If the corporation has one hundred (100) or more shareholders, indicate here or attach a list of names and addresses of all shareholders owning shares equal to or in excess of seven and five-tenths percent (7.5%) of the proportionate ownership of the corporation and indicate the percentage interest of each.

Name (Print or Type)	Address	Ownership Interest
NA		%
		%
		%
		%

Note: Generally, with corporations having one hundred (100) or more shareholders where no shareholder owns seven and five-tenths percent (7.5%) of the shares, the requirements of this Section 1 would be satisfied by the bidder/proposer enclosing, with his bid/proposal, a copy of the corporation's latest published annual report and/or Form 10-K if the information is contained therein.

Section 2.

Partnerships.

If the bidder/proposer is a partnership, indicate the name of each partner and the percentage of interest of each therein:

Names Of Partners (Print or Type)	Percentage Interest
_____ N A _____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %

Section 3.

Sole Proprietorships.

- a. The bidder/proposer is a sole proprietor and is not acting in any representative capacity in behalf of any beneficiary:

Yes ☐ No ☐ If "No", complete items b and c of this Section 3.

- b. If the sole proprietorship is held by an agent(s) or a nominee(s), indicate the principal(s) for whom the agent or nominee holds such interest:

Name(s) Of Principal(s) (Print or Type)

_____ N A _____

- c. If the interest of a spouse or any other party is constructively controlled by another person or legal entity, state the name and address of such person or entity possessing such control and the relationship under which such control is being or may be exercised:

 NA

Section 4.

Land Trusts, Business Trusts, Estates And Other Entities.

If the bidder/proposer is a land trust, business trust, estate or other similar commercial or legal entity, identify any representative, person or entity holding legal title as well as each beneficiary in whose behalf title is held including the name, address and percentage of interest of each beneficiary.

 NA

Section 5.

Not-For-Profit Corporations.

- a. Incorporated in the State of Illinois
- b. Authorized to do business in the State of Illinois: Yes ☒ No ☐
- c. Names of all officers of corporation (or attach list):

Names of all directors of corporation (or attach list):

Name (Print or Type)	Title (Print or Type)	Name (Print or Type)	Title (Print or Type)
<u>Emile Mahler</u>	<u>President</u>	<u>Sheila Stanczyk</u>	<u>Treasurer</u>
<u>Vince Sheridan</u>	<u>Vice President</u>		
<u>Curt Hook</u>	<u>Vice President</u>	<u>Directors</u>	<u>(See Attached)</u>
<u>Eleanor Hollander</u>	<u>Secretary</u>		

Note: Pursuant to Chapter 2-154, Section 2-154-030 of the Municipal Code of Chicago, the Corporation Counsel may require any such additional information from any entity to achieve full disclosure relevant to the contract. Further, pursuant to Chapter 2-154, Section 2-154-020 of the Municipal Code, any material change in the information required above must be provided by supplementing this statement at any time up to the time the Purchasing Agent takes action on the contract or other action requested of the Purchasing Agent.

II.

Affidavit Of Local Business.

"Local Business" means a business located within the corporate limits of the City of Chicago, which has the majority of its regular, full-time work force located within the City, and which is subject to City taxes.

Joint Ventures: For purposes of establishing a firm's eligibility for two percent (2%) local business preference (if allowed by the specification), each partner must complete a separate affidavit. A Joint Venture is a "Local Business" only if at least fifty percent (50%) interest in the venture is held by "Local Businesses".

- 1) Is bidder/proposer a "Local Business" as defined above?

Yes ☒ No ☐

- 2) How many persons are currently employed by bidder/proposer? 2

- 3) Does bidder/proposer have business locations outside of City of Chicago? Yes ☐ No ☒

If "Yes", list such bidder/proposer business addresses:

(Attach Additional Sheets if Necessary)

- 4) How many of bidder/proposer's current employees work at City of Chicago locations? _____

- 5) Is bidder/proposer subject to City of Chicago taxes (including the Head Tax)? Yes ☐ No ☒

III.

Contractor Certification.

A. Contractor.

1. The Contractor or any Subcontractor to be used in the performance of this contract, or any affiliated entity¹ of the Contractor or any such Subcontractor, or any responsible official thereof, or any other official, agent or employee of the Contractor, any such Subcontractor or any such affiliated entity¹, acting pursuant to the direction or authorization of a responsible official thereof has not, during a period of three (3) years prior to the date of execution of this certification, or if a Subcontractor or Subcontractor's affiliated entity¹ during a period of three (3) years prior to the date of award of the subcontract:
 - a. bribed or attempted to bribe, or been convicted of bribery or attempting to bribe a public officer or employee of the City of Chicago, the State of Illinois, any agency of the federal government or any state or local government in the United States (if an officer or employee, in that officer's or employee's official capacity); or
 - b. agreed or colluded, or been convicted 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 guilt of such conduct described in 1(a) and (b) above which is a matter of record but has not been prosecuted for such conduct.
2. The Contractor or any agent, partner, employee or officer of the Contractor is not barred from contracting with any unit of state or local government as a result of engaging in or being convicted of bid-rigging³ in violation of Section 3 of Article 33E of the Illinois Criminal Code of 1961, as amended (720 ILCS 5/33E-3) or any similar offense of any state or the United States which contains the same elements as the offense of bid-rigging³ during a period of five (5) years prior to the date of submittal of this bid, proposal or response².

3. The Contractor or any agent, partner, employee, or officer of the Contractor is not barred from contracting with any unit of state or local government as a result of engaging in or being convicted of bid-rotating⁴ in violation of Section 4 of Article 33E of the Illinois Criminal Code of 1961, as amended (720 ILCS 5/33E-4) or any similar offense of any state or the United States which contains the same elements as the offense of bid-rotating⁴.
4. The Contractor understands and will abide by all provisions of Chapter 2-56 of the Municipal Code of Chicago entitled "Office of Inspector General" and all provisions of Chapter 2-156 of the Municipal Code of Chicago entitled "Governmental Ethics".

B. Subcontractor.

1. The Contractor has obtained from all Subcontractors to be used in the performance of this contract, known by the Contractor at this time, certifications in form and substance equal to Section I of this Contractor's Affidavit. Based on such certification(s) and any other information known or obtained by the Contractor, the Contractor is not aware of any such Subcontractor, Subcontractor's affiliated entity¹, or any agent, partner, employee or officer of such Subcontractor or Subcontractor's affiliated entity¹ having engaged in or been convicted of: (a) any of the conduct described in Section III A (1) (a) or (b) of this Certification, (b) bid-rigging³, bid-rotating⁴, or any similar offense of any state or the United States which contains the same elements as bid-rigging and bid-rotating, or having made an admission of guilt of the conduct described in Section III A(1) (a) or (b) which is a matter of record but has/have not been prosecuted for such conduct.
2. The Contractor will, prior to using them as Subcontractors, obtain from all Subcontractors to be used in the performance of this contract, but not yet known by the Contractor at this time, certifications in form and substance equal to this Certification. The Contractor shall not, without the prior written permission of the City, use any of such Subcontractors in the performance of this contract if the Contractor, based on such certifications or any other information known or obtained by Contractor, becomes aware of such Subcontractor, Subcontractor's affiliated entity¹ or any agent, employee or officer of such Subcontractor or Subcontractor's affiliated entity¹ having engaged in or been convicted of: (a) any of the conduct described in Section III A (1) (a) or (b) of this Certification; or (b) of bid-rigging³, bid-rotating⁴ or any similar offense of any state or the United States which contains the same elements as bid-rigging or bid-rotating or

having made an admission of guilt of the conduct described in Section III A (1) (a) or (b) which is a matter of record but has/have not been prosecuted for such conduct.

3. The Contractor will maintain on file for the duration of the contract all certifications required by Section III B (1) and (2) above, for all Subcontractors to be used in the performance of this contract and will make such certifications promptly available to the City of Chicago upon request.
4. The Contractor will not, without the prior written consent of the City, use as Subcontractors any individual, firm, partnership, corporation, joint venture or other entity from whom the Contractor is unable to obtain a certification in form and substance equal to this Certification.
5. Contractor hereby agrees, if the City so demands, to terminate its subcontract with any Subcontractor, if such Contractor or Subcontractor was ineligible at the time that the subcontract was entered into for award of such subcontract under Chapter 2-92, Section 2-92-320 of the Municipal Code, or if applicable, under Section 33-E of Article 33 of the State of Illinois Criminal Code of 1961, as amended. Contractor shall insert adequate provisions in all subcontracts to allow it to terminate such subcontracts as required by this Certification.

C. State Tax Delinquencies.

In completing this Section III C, an authorized signatory of the Contractor who executes this Affidavit on behalf of the Contractor Must Sign on the line next to the appropriate subsection.

1. (Signed) Emil C. Mahler Contractor is not delinquent in the payment of any tax administered by the Illinois Department of Revenue or, if delinquent, Contractor is contesting, in accordance with the procedures established by the appropriate Revenue Act, its liability for the tax or amount of the tax.
2. _____ Contractor has entered into an agreement with the Illinois Department of Revenue for the payment of all such taxes that are due and is in compliance with such agreement.
3. _____ Contractor is delinquent in the payment of any tax administered by the Department of Revenue and is not covered under any of the situations described in Subsections 1 and 2 of this Section III C, above⁵.

D. Certification Regarding Suspension And Disbarment.

1. The Contractor certifies, to the best of its knowledge and belief, that it and its principals:
 - a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal, state or local department or agency;
 - b. have not within a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for the commission of fraud or a criminal offense 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; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph D (1) (b) above; and
 - d. have not within a three (3) year period preceding this Agreement had one (1) or more public transactions (federal, state or local) terminated for cause or default.
2. If the Contractor is unable to certify to any of the statements in this Certification, Contractor shall attach an explanation to this Certification.
3. If any subcontractors are to be used in the performance of this Agreement, Contractor shall cause such subcontractors to certify as to paragraph D (1) of this Certification. In the event that any subcontractor is unable to certify to any of the statements in this Certification, such subcontractor shall attach an explanation to this Certification.

E. Anti-Collusion.

The Contractor, its agents, officers or employees have not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this proposal. Failure to submit this statement as part of the bid proposal will make the bid nonresponsive and not eligible for award consideration.

F. Punishment.

A Contractor who makes a false statement, material to Section III A (2) of this Certification commits a Class 3 felony, 720 ILCS 5/33E-11(b). Making a false statement concerning Section III of this Certification is a Class A misdemeanor, voids the contract and allows the municipality to recover all amounts paid to the Contractor under the contract in a civil action, 65 ILCS 5/11-42.1-1.

IV.

Certification Of Environmental Compliance.

- A. Neither the Contractor nor any affiliated entity¹ of the Contractor has, during a period of five (5) years prior to the date of execution of this Affidavit (1) violated or engaged in any conduct which violated Sections 7-28-440 or 11-4-1500 or Article XIV of Chapter 11-4 or Chapter 7-28 or 11-4 of the Municipal Code or any other Environmental Restriction⁶, (2) received notice of any claim, demand or action, including but not limited to citations and warrants, from the City of Chicago, the State of Illinois, the federal government, any state or political subdivision thereof, or any agency, court or body of the federal government or any state or political subdivision thereof, exercising executive, legislative, judicial, regulatory or administrative functions, relating to a violation or alleged violation of Sections 7-28-440 or 11-4-1500 or Article XIV of Chapter 11-4 or Chapter 7-28 or 11-4 of the Municipal Code or any other Environmental Restriction, or (3) been subject to any fine or penalty of any nature for failure to comply with Section 7-28-440 or 11-4-1500 or Article XIV of Chapter 11-4 or Chapter 7-28 or 11-4 of the Municipal Code or any other Environmental Restriction⁶.

Authorized signatory of the Contractor who executes this Affidavit on behalf of the Contractor must sign on the line next to the appropriate statement 1 or 2 below.

1. (Signed) Emil C. Mahler Contractor makes the certification contained in paragraph A of this Section IV.
 2. _____ Contractor makes the certification contained in paragraph A of this Section IV except as to the matters specifically identified below: _____
-

(Attach additional pages of explanation to this Contractor's Affidavit, if necessary).

- B. Without the prior written consent of the Purchasing Agent, Contractor will not (i) employ any subcontractor in connection with the Contract to which this Affidavit pertains without obtaining from such subcontractor a certification similar in form and substance to the certification contained in subparagraph 1 of paragraph A of this Section III prior to such subcontractor's performance of any work or services under the Contract to which this Affidavit pertains or furnishing any goods, supplies or materials of any kind under the Contract to which this Affidavit pertains; and (ii) employ, in connection with the Contract to which this Affidavit pertains, any subcontractor if the Contractor or any of its officers have knowledge that the subcontractor cannot truthfully execute such certification. The Contractor will furnish to the Purchasing Agent of the City upon his request an executed copy of each such certification.
- C. Until completion of the Contractor's performance under the Contract to which this Affidavit pertains, the Contractor will not violate any provision of Section 7-28-440 or 11-4-1500 or Article XIV of Chapter 11-4 or Chapter 7-28 or 11-4 of the Municipal Code or any other Environmental Restriction⁶, whether in the performance of such Contract or otherwise.

V.

*Certification Of Court-Ordered
Child Support Compliance.*

For purposes of this Section V, "Substantial Owner" means any person who owns or holds a ten percent (10%) or more percentage of interest in the Contractor; where the Contractor is an individual or sole proprietorship, Substantial Owner means that individual or sole proprietor. Percentage of interest includes direct, indirect and beneficial interests in the Contractor. Indirect or beneficial interest means that an interest in the Contractor is held by a corporation, joint venture, trust, partnership, association, estate or other legal entity, in which the individual holds an interest, or by agent(s) or nominee(s) on behalf of an individual or entity. For example, if Corporation B holds or owns a twenty percent (20%) interest in Contractor, and an individual or entity has a fifty percent (50%) or more percentage of interest in Corporation B, then such individual or entity indirectly has a ten percent

(10%) or more percentage of interest in the Contractor. In this case, the response to this Section V, must cover such individual(s) or entity. If Corporation B is held by another entity, then this analysis similarly must be applied to that next entity.

If Contractor's response in this Section V is 1 or 2, then all of Contractor's Substantial Owners must remain in compliance with any such child support obligations (1) throughout the term of the contract and any extensions thereof or (2) until the performance of the contract is completed, as applicable. Failure of Contractor's Substantial Owners to remain in compliance with their child support obligations in the manner set forth in either 1 or 2 constitutes an event of default.

In completing this Section V, the authorized signatory must sign on the line next to the appropriate subsection.

1. _____ No Substantial Owner has been declared in arrearage on his or her child support obligations, by an Illinois court of competent jurisdiction.
2. _____ An Illinois court of competent jurisdiction has issued an order declaring one (1) or more Substantial Owners in arrearage on their child support obligations, however, all such Substantial Owners have entered into court-approved agreements for the payment of all such child support owed, and all such Substantial Owners are in compliance with such agreements.
3. _____ An Illinois court of competent jurisdiction has issued an order declaring one (1) or more Substantial Owners in arrearage on their child support obligations and: (1) at least one such Substantial Owner has not entered into a court-approved agreement for the payment of all such child support owed, or (2) at least one such Substantial Owner is not in compliance with a court-approved agreement for the payment of all such child support owed, or both (1) and (2).
4. (Signed) Emil C. Mahler There are no Substantial Owners.

VI.

Incorporation Into Contract And Compliance.

The above certifications shall become part of any contract awarded to the Contractor set forth on page 1 of this Contractor's Affidavit and are a material inducement to the City's execution of the contract, contract modification or contract amendment with respect to which this Contractor's

Affidavit is being executed and delivered on behalf of the Contractor. Further, Contractor shall comply with these certifications during the term or performance of the Contract.

Notes 1 -- 6 Contractor's Affidavit.

1. Business entities are affiliated if, directly or indirectly, one controls or has the power to control the other, or if a third person controls or has the power to control both entities. 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 another business entity using substantially the same management, ownership or principals as the first entity.

2. No corporation shall be barred from contracting with any unit of state or local government as a result of a conviction, under either Section 33E-3 or Section 33E-4 of Article 33 of the State of Illinois Criminal Code of 1961, as amended, or any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty, or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent in behalf of the corporation as provided in paragraph (2) of subsection (a) of Section 5-4 of the State of Illinois Criminal Code.

3. For purposes of Section III A of this certification, a person commits the offense of and engages in bid-rigging when he knowingly agrees with any person who is, or but for such agreement should be, a competitor of such person concerning any bid submitted or not submitted by such person or another to a unit of state or local government when with the intent that the bid submitted or not submitted will result in the award of a contract to such person or another and he either (1) provides such person or receives from another information concerning the price or other material term or terms of the bid which would otherwise not be disclosed to a competitor in an independent noncollusive submission of bids or (2) submits a bid that is of such a price or other material term or terms that he does not intend the bid to be accepted. See 720 ILCS 5/33E-3.

4. For purposes of Section III A of this certification, a person commits the offense of and engages in bid-rotating when, pursuant to any collusive scheme or agreement with another, he engages in a pattern over time (which, for the purposes hereof, shall include at least three (3) contract bids within a period of ten (10) years, the most recent of which occurs after January 1, 1989) of submitting sealed bids to units of state or local government with the intent that the award of such bid rotates, or is

distributed among, persons or business entities which submit bids on a substantial number of the same contracts. See 720 ILCS 5/33E-4.

5. 65 ILCS 5/11-42.1-1 provides that a municipality may not enter into a contract or agreement with an individual or other entity that is delinquent in the payment of any tax administered by the Illinois Department of Revenue unless the contracting party is contesting, in accordance with the procedures established by the appropriate Revenue Act, its liability for the tax or the amount of the tax or unless the contracting party has entered into an agreement to pay the tax and is in compliance with the Agreement. Notwithstanding the above, the municipality may enter into the contract if the contracting authority for the municipality determines that:

- (1) the contract is for goods or services vital to the public health, safety or welfare; and
- (2) the municipality is unable to acquire the goods or services at a comparable price and of comparable quality from other sources.

6. "Environmental Restriction" means any statute, ordinance, rule, regulation, permit, permit condition, order or directive relating to or imposing liability or standards of conduct concerning the release or threatened release of hazardous materials, special wastes or other contaminants into the environment, and to the generation, use, storage, transportation, or disposal of construction debris, bulk waste, refuse, garbage, solid wastes, hazardous materials, special wastes or other contaminants, including but not limited to (1) the Comprehensive Environmental Response and Compensation and Liability Act (42 U.S.C. §9601, et seq.); (2) the Hazardous Material Transportation Act (49 U.S.C. §1801, et seq.); (3) the Resource Conservation and Recovery Act of 1976 (42 U.S.C. §7401, et seq.); (4) the Clean Water Act (33 U.S.C. §1251, et seq.); (5) the Clean Air Act (42 U.S.C. §7401, et seq.); (6) the Toxic Substances Control Act of 1976 (15 U.S.C. §2601, et seq.); (7) the Safe Drinking Water Act (42 U.S.C. §300f); (8) the Occupational Health and Safety Act of 1970 (29 U.S.C. §651, et seq.); (9) the Emergency Planning and Community Right to Know Act (42 U.S.C. §11001, et seq.); and (10) the Illinois Environmental Protection Act (415 ILCS 5/1 through 5/56.6).

VII.

Verification.

Under penalty of perjury, I certify that I am authorized to execute this Contractor's Affidavit on behalf of the Contractor set forth on page 1, that I

have personal knowledge of all the certifications made herein and that the same are true.

(Signed) Emil C. Mahler
Signature of Authorized Officer

Emil C. Mahler
Name of Authorized Officer
(Print or Type)

President
Title

(Omitted for printing purposes)
Telephone Number

State of Illinois

County of Cook

Signed and sworn to before me this 23rd day of September, 19 97

by Emil C. Mahler (Name) as President (Title) of
95th Street Business Association (Contractor).

(Signed) Freda J. Collins
Notary Public Signature

[Official Seal]
Freda J. Collins
Notary Public, State of Illinois
My commission expires June 26, 2001.

List of 95th Street Business Association Board of Directors referred to in this Contractor's Affidavit reads as follows:

*95th Street Business Association.**Board Of Directors.*

Mr. John Baily	Baily Renovation Services 1807 West 95th Street Chicago, Illinois 60643
Mr. Oliver Banks	State Farm Insurance 2032 West 95th Street Chicago, Illinois 60643
Mr. David Cowling	Andriana Furs 2201 West 95th Street Chicago, Illinois 60643
Mr. Frank Covelli	Standard Bank and Trust 2400 West 95th Street Evergreen Park, Illinois 60825
Mr. Richard Curry	Allstate Insurance 2143 West 95th Street Chicago, Illinois 60643
Mr. Otto Kaiserauer	Beverly Hills Gallery 2133 West 95th Street Chicago, Illinois 60643
Ms. Anne Leonard	Anne W. Leonard Books 1935 West 95th Street Chicago, Illinois 60643
Ms. Tommy Mitchell	Victoria Place Antiques 2101 West 95th Street Chicago, Illinois 60643
Ms. Tracy Munno	Evergreen Plaza 9730 South Western Avenue Evergreen Park, Illinois 60805

Mr. Lawrence Stanton

BAPA
10233 South Wood Avenue
Chicago, Illinois 60643

Mr. Greg Vassos

Chesterfield Federal Savings
10801 South Western Avenue
Chicago, Illinois 60643

Mr. Jerry Wolf

Jerome Fabrics
1750 West 95th Street
Chicago, Illinois 60643

(Sub)Exhibit 4.
(To Service Provider Agreement For
Special Service Area Number 4)

Contract Insurance Requirements.

Special Service Area Number 4

95th Street Business Association

Contractor.

The Contractor shall provide and maintain at Contractor's own expense, during the term of this Agreement, and during the time period following expiration if Contractor is required to return and perform additional Services, the insurance coverages and requirements specified below, insuring all operations related to the Agreement.

A. Insurance To Be Provided.

1) Workers' Compensation And Employers Liability Insurance.

Workers' Compensation and Employers Liability Insurance, as prescribed by applicable law covering all employees who are to provide a service under this Agreement and Employers Liability

coverage with limits of not less than One Hundred Thousand Dollars (\$100,000) each accident or illness.

- 2) Commercial General Liability Insurance (Primary And Umbrella).

Commercial General Liability Insurance or equivalent with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage liability. Coverage shall include the following: all premises and operations, products/completed operations, independent contractors, separation of insureds and contractual liability (with no limitation endorsement). The S.S.A.C. and the City of Chicago are to be named as additional insureds on a primary, non-contributory basis for any liability arising directly or indirectly from the Services.

- 3) Automobile Liability Insurance (Primary And Umbrella).

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Contractor shall provide Automobile Liability Insurance with limits of not less than Three Hundred Thousand Dollars (\$300,000) per occurrence for bodily injury and property damage.

- 4) Professional Liability Insurance.

When any Professional Consultants (e.g.: C.P.A.s, attorneys, architects, engineers, construction managers) perform work in connection with this Agreement, Professional Liability Insurance covering acts, errors, or omissions shall be maintained with limits of not less than Five Hundred Thousand Dollars (\$500,000). Coverage shall include contractual liability. 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.

- 5) Crime.

Contractor shall be responsible for all persons handling funds under this Agreement, against loss by dishonesty, robbery, burglary, theft, destruction, or disappearance, computer fraud,

credit card forgery and other related crime risks. The contractor may self insure this exposure.

B. Security Firms.

If the Contractor enters into a subcontract with a Security Firm, such Security Firm shall be certified by the State of Illinois, and the Security Firm's employees shall be registered and certified by the State. Contractor shall ensure and require any Security Firm subcontractor to comply with the Risk Management Division approved Security Firm Insurance Provisions set forth in (Sub)Exhibit 5 of this Agreement, attached hereto and incorporated by references as though fully set forth herein.

C. Other Requirements.

The Contractor will furnish the City of Chicago, Department of Planning and Development, Community and Neighborhood Development, Room 1000, 121 North LaSalle Street, Chicago, Illinois 60602, original Certificates of Insurance evidencing the required coverage 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 Contractor shall submit evidence of insurance on the City of Chicago Insurance Certificate of Coverage Form (copy attached) prior to award of this Agreement. 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 requirements of this Agreement. The failure of the City to obtain certificates or other insurance evidence from Contractor shall not be deemed to be a waiver by the City. The Contractor shall advise all insurers of the Agreement provisions regarding insurance. Non-conforming insurance shall not relieve Contractor of its 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 until proper evidence of insurance is provided.

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

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

The Contractor agrees that insurers shall waive their rights of subrogation against the City of Chicago, its employees, elected officials, agents or representatives.

The Contractor expressly understands and agrees that any coverages and limits furnished by Contractor shall in no way limit the Contractor's liabilities and responsibilities specified within the Agreement documents or by law.

The Contractor expressly understands and agrees that any insurance or self-insurance programs maintained by the City of Chicago shall apply in excess of and not contribute with insurance provided by the Contractor under the 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.

The Contractor shall require all subcontractors to carry the insurance required herein, or Contractor may provide the coverage for subcontractors. All subcontractors shall be subject to the same insurance requirements of Contractor.

If Contractor, or its subcontractors, desires additional coverage, the Contractor and each of its subcontractors, shall be responsible for the acquisition and cost of each additional protection.

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

[(Sub)Exhibit 5 referred to in these Contract Insurance Requirements constitutes (Sub)Exhibit 5 to the Service Provider Agreement and printed on pages 54186 through 54188 of this Journal.]

[City of Chicago Insurance Certificate of Coverage form referred to in these Contract Insurance Requirements unavailable at time of printing.]

(Sub)Exhibit 5.
(To Service Provider Agreement For
Special Service Area Number 4)

Contract Insurance Requirements

Special Service Area Number 4

95th Street Business Association

Security Firm.

The Security Firm shall provide and maintain at Security Firm's own expense, until Contract completion, and during the time period following final completion if the Security Firm is required to return and perform additional Services, the insurance coverages specified below, insuring all operations related to the Contract.

A. Insurance To Be Provided.

1) Workers' Compensation And Employers Liability.

Workers' Compensation and Employers Liability Insurance, as prescribed by applicable law covering all employees who are to provide a service under this Contract and Employers Liability coverage with limits of not less than Five Hundred Thousand Dollars (\$500,000) each accident or illness.

2) Commercial General Liability Insurance (Primary And Umbrella).

Commercial General Liability Insurance or equivalent with limits of not less than One Million Dollars (\$1,000,000) per occurrence, for bodily injury, personal injury and property damage liability. Coverage shall include the following: all premises and operations, products/completed operations, independent contractors, separation of insureds and contractual liability (with no limitation endorsement). The S.S.A.C., the City of Chicago and the Contractor are to be named as additional insureds on a primary, non-contributory basis for any liability arising directly or indirectly from the work.

3) Automobile Liability Insurance (Primary And Umbrella).

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Contractor shall provide Automobile Liability Insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage.

4) Professional Liability Insurance.

Professional Liability Insurance covering acts, errors, or omissions shall be maintained with limits of not less than One Million Dollars (\$1,000,000). Coverage shall 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.

B. Other Requirements.

The Security Firm will furnish the Contractor original Certificates of Insurance evidencing the required coverage to be in force on the date of this Contract and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Contract. The Security Firm shall submit evidence of insurance prior to Contract award. The receipt of any certificate does not constitute agreement by the Contractor that the insurance requirements in the Contract have been fully met or that the insurance policies indicated on the certificate are in compliance with all Contract requirements. The failure of the Contractor to obtain certificates or other insurance evidence from Security Firm shall not be deemed to be a waiver by the Contractor. The Security Firm shall advise all insurers of the Contract provisions regarding insurance. Non-conforming insurance shall not relieve the Security Firm of its obligation to provide insurance as specified herein. Nonfulfillment of the insurance conditions may constitute a violation of the Contract, and the Contractor retains the right to stop work until proper evidence of insurance is provided.

The insurance shall provide for sixty (60) days prior written notice to be given to the Contractor in the event coverage is substantially changed, canceled, or non-renewed.

Any and all deductibles or self-insured retentions on referenced insurance coverages shall be borne by the Security Firm.

The Security Firm agrees that insurers shall waive their rights of subrogation against the Contractor and the City of Chicago, its employees, elected officials, agents, or representatives.

The Security Firm expressly understands and agrees that any coverages and limits furnished by the Security Firm shall in no way limit the Security Firm's liabilities and responsibilities specified within the Contract documents or by law.

The Security Firm expressly understands and agrees that any insurance or self-insurance programs maintained by the Contractor shall apply in excess of and not contribute with insurance provided by the Security Firm under the Contract.

The required insurance to be carried 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.

If the Security Firm desires additional coverages, the Security Firm and each of its subcontractors shall be responsible for the acquisition and cost of such additional protection.

The Contractor maintains the right to modify, delete, alter or change these requirements.

AUTHORIZATION OF TAX LEVY AND SERVICE
PROVIDER AGREEMENT FOR SPECIAL
SERVICE AREA NUMBER 8.

The Committee on Finance submitted the following report:

CHICAGO, October 28, 1997.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the levy of a tax for Special Service Area Number 8 and to enter into a service provider agreement with the Lake View East Chamber of Commerce, 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.

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, Steele, Beavers, Dixon, Shaw, Buchanan, Frias, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 47.

Nays -- None.

Alderman Natarus 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(1) 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 14, 1988 and on November 17, 1993 the City Council of the City of Chicago enacted ordinances (collectively, the "Establishment Ordinance") which established an area known and designated as City of Chicago Special Service Area Number 8 (the "Area") and authorized the levy of an annual tax not to exceed an annual rate of forty-one one-hundredths of one percent 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 approximately bounded by the area fronting in whole or in part on Diversey Parkway, from Halsted Street to Sheridan Road; on Broadway, from Diversey Parkway to Cornelia Avenue; on Halsted Street, from Belmont Avenue to Diversey Parkway; on Clark Street, from Belmont Avenue to Diversey Parkway, and on Belmont Avenue, from Halsted Street to Broadway; and

WHEREAS, The Special Services authorized in the Establishment Ordinance included recruitment of new businesses to the Area, private security services, rehabilitation activities, maintenance and beautification activities, coordinated promotional and advertising activities for the Area, and other technical assistance activities to promote commercial and economic development; and

WHEREAS, The Establishment Ordinance provided for the appointment of the Lake View East Special Service Area Commission (the "Commission") for the purpose of recommending to the Mayor and to the City Council a yearly budget based upon the cost of providing the Special Services and further to advise the Mayor and the City Council regarding the amount of the Services Tax to be levied; and

WHEREAS, It is the responsibility of the Commission to recommend to the Department of Planning and Development, the Mayor and the City Council an entity to serve as a service provider (the "Service Provider"), the form of an agreement between the City and the Service Provider for the provisions of Special Services to the Area; and a line item budget to be included in the agreement between the Service Provider and the City of Chicago; 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 and to the City Council its recommendations for a yearly budget to provide the Special Services in the Area for the fiscal year commencing January 1, 1998, has advised the Mayor and the City Council concerning the Services Tax for the tax year 1997 for the purpose of providing funds necessary to provide the Special Services and has recommended to the Department of Planning and Development, the Mayor and the City Council an agreement with the Service Provider, whose terms and conditions provide for the expenditure of the Services Tax for the provision of the Special Services for the fiscal year commencing January 1, 1998, in substantially the form attached hereto as Exhibit A; and

WHEREAS, Certain members of the Commission may serve from time to time on the Board of Directors of the Service Provider, or serve the Service Provider in some other voluntary capacity, which such service shall provide no financial compensation in any manner to such Commission member; 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:

Lake View East Special Service Area Commission

Special Service Area Budget.

For the fiscal year beginning January 1, 1998 and ending December 31, 1998.

Expenditures

Service Provider Agreement
for the provision of Special
Services

\$352,739

TOTAL BUDGET REQUEST:

\$352,739

Source Of Funding

Tax levy at a rate not to exceed
forty-one one-hundreths of one
percent (.41%) of the assessed value,
as equalized, of taxable property within
Special Service Area Number 8

\$341,739

Continuation funds previous tax years

\$11,000

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 Special Service Area Act and pursuant to the provisions of the Establishment Ordinance, the sum

of Three Hundred Forty-one Thousand Seven Hundred Thirty-nine Dollars (\$341,739) as the amount of the Services Tax for the year 1997.

SECTION 4. Filing. The City Clerk is hereby ordered and directed to file in the Office of the County Clerk of Cook County, Illinois, a certified copy of this ordinance on or prior to December 30, 1997, 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 1997 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 of the Department of Planning and Development (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 agreement with the Lakeview East Chamber of Commerce, an Illinois not-for-profit corporation, in substantially the form attached hereto as Exhibit A and hereby made a part hereof (the "Service Provider Agreement"), and such other supporting documents, if any, as may be necessary to carry out and comply with the provisions of the Service Provider Agreement, with such changes, deletions and insertions shall be approved by the persons executing the Service Provider Agreement.

SECTION 6. Exemption. The Service Provider Agreement is hereby declared exempt from Section 2-156-020 of the Municipal Code of the City of Chicago.

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 pamphlet form, by preparing at least one hundred (100) copies thereof, which copies are to be made available in his 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 ten (10) days after its passage and publication.

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

Exhibit "A".

Agreement For Special Area Number 8

Between

The City Of Chicago

(Represented By The Special Service Area Commission)

And

Lake View East Chamber Of Commerce,

Effective January 1, 1998 Through December 31, 1998.

This Agreement for the management of Special Service Area Number 8 is entered into by and between the Lake View East Chamber of Commerce, an Illinois not-for-profit corporation ("Contractor"), and 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.

Recitals.

Whereas, Special service areas may be established pursuant to Article VII, §§ 6(1) 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.; and

Whereas, The City Council of the City of Chicago ("City Council") has established a special service area known and designated as "Special Service Area Number 8" ("Area"), to provide special services in addition to those services provided generally by the City ("Special Services"). The City Council has further authorized the levy of an annual ad valorem real property tax in the Area sufficient to produce revenues required to provide those Special Services but not to exceed forty-one one-hundredths of one percent (.41%) of the equalized assessed value of all property within the Area

("Service Tax"), all as provided in the Establishment Ordinance (hereinafter defined); and

Whereas, The City Council on _____, 1997, authorized the levy of the Service Tax and appropriation of the funds therefrom for the provision of the Special Services in the Area for fiscal year 1998; and

Whereas, The Contractor and the City desire to enter into this Agreement to provide such Special Services in the Area and the Contractor is ready, willing and able to enter into this Agreement to provide the Special Services to the full satisfaction of the City;

Now, Therefore, In consideration of the mutual promises contained in this Agreement, the City and the Contractor agree as follows:

Article 1.

Incorporation Of Recitals.

The recitals set forth above are incorporated by reference as if fully set forth herein.

Article 2.

Definitions.

The following words and phrases shall have the following meanings for purposes of this Agreement:

"Agreement" means this Special Service Area Agreement, including all (sub)exhibits attached to it and incorporated in it by reference, and all amendments, modifications or revisions made in accordance with its terms.

"Commissioner" means the Commissioner of the Department of Planning and Development or his duly authorized representative.

"Construction" means landscaping, building activities, including but not limited to, physical building improvements, installations, and other fixed works, but does not include pre-development work (design and preparation of specifications).

"Days" means business days in accordance with the City of Chicago business calendar.

"Department" means the City of Chicago Department of Planning and Development.

"Establishment Ordinance" means, collectively, the ordinances enacted by the City Council on September 14, 1988 and November 17, 1993 and any subsequent amendments thereto authorizing imposition of the Service Tax and setting forth the Special Services to be provided in the Area.

"Risk Management Department" means the Risk Management Office of the Department of Finance which is under the direction of the Comptroller of the City and is charged with reviewing and analyzing insurance and related liability matters for the City.

"Security Firm" means a business entity certified by the State of Illinois pursuant to the Private Detective, Private Alarm and Private Security Act of 1993, 225 ILCS 446/1, et seq., and whose employees are licensed by the State of Illinois.

"Services" means, collectively, the services, duties and responsibilities described in Article 3 and (Sub)Exhibit 1 (Scope of Services) of this Agreement and any revisions thereof and any and all work necessary to complete them or carry them out fully and to the standard of performance required in this Agreement.

"Service Tax Funds" means the amount actually collected pursuant to the Service Tax.

"Special Service Area Commission ('S.S.A.C.')" means the body established pursuant to the Establishment Ordinance, known as the Lake View East Special Service Area Commission, to prepare the Budget, identify a Contractor and supervise the provision of the Special Services in the Area.

"Subcontractor" means any person or entity with whom Contractor contracts to provide any part of the Services, including subcontractors of any tier, subconsultants of any tier, suppliers and materialmen, whether or not in privity with the Contractor.

Article 3.

Duties And Responsibilities Of Contractor.

3.01 Scope Of Services.

The Services which the Contractor shall provide include, but are not limited to, those described in this Article 3 and in (Sub)Exhibit 1 which is attached hereto and incorporated by reference as if fully set forth herein. The S.S.A.C. reserves the right to require the Contractor to perform revised services which are within the general scope of services of this Agreement and of the Special Services identified in the Establishment Ordinance, subject to the same terms and conditions herein. Revised services shall be limited to changes or revisions to the line items in the Budget, shall not affect the maximum compensation, and shall require the prior written approval of the S.S.A.C.. The S.S.A.C. may, by written notice to the Department and the Contractor, delete or amend the figures contained and described in the Budget attached hereto as (Sub)Exhibit 2 and incorporated by reference as if fully set forth herein. The Contractor shall provide the Services in accordance with the standards of performance set forth in Section 3.02.

3.02 Standard Of Performance.

The Contractor shall perform all Services with that degree of skill, care and diligence normally shown by a contractor performing services of a scope, purpose and magnitude comparable to the Services to be provided hereunder. The Contractor shall at all times use its best efforts on behalf of the City to assure timely and satisfactory rendering and completion of its Services.

The Contractor shall at all times act in the best interests of the City consistent with the professional obligations assumed by it in entering into this Agreement. The Contractor shall perform all Services in accordance with the terms and conditions of this Agreement and to the full satisfaction of the S.S.A.C.. The Contractor agrees to furnish efficient business administration and supervision to render and complete the Services at reasonable cost.

The Contractor shall assure that all Services which require the exercise of professional skills or judgment shall be accomplished by professionals qualified and competent in the applicable discipline and appropriately licensed, if required by law. The Contractor shall remain responsible for the professional and technical accuracy of all Services provided, whether by the Contractor or its Subcontractors or others on its behalf.

If the S.S.A.C. determines that the Contractor has failed to comply with the foregoing standards, the Contractor shall perform again, at its own expense, all Services required to be reperfomed as a direct or indirect result of such failure. Any review, approval, acceptance or payment for any or all of the Services by the City shall not relieve the Contractor of its responsibility for the professional and technical accuracy of its Services. This provision in no way limits the City's rights against Contractor, either under this Agreement, at law or in equity.

3.03 Personnel.

A. Key Personnel.

The Contractor shall, immediately upon receiving a fully executed copy of this Agreement, assign and maintain during the term of this Agreement and any extension thereof, an adequate staff of competent personnel which is fully equipped, licensed as appropriate, available as needed, qualified and assigned to perform the Services. Salaries and wages due of all employees of the Contractor performing Services under this Agreement shall be paid unconditionally and at least once a month without deduction or rebate on any account, except only for such payroll deductions as are mandatory by law or are permitted under applicable law and regulations.

B. Prevailing Wages.

If the Contractor engages in Construction, it shall comply, and shall cause all of its Subcontractors to comply by inserting appropriate provisions in their contracts, with 820 ILCS 130/10.01, et seq., regarding the payment of the general prevailing rate of hourly wage for all laborers, workers, and mechanics employed by or on behalf of the Contractor and all Subcontractors in connection with any and all Construction work. The prevailing rates of wages applicable at the time of execution of this Agreement are included in (Sub)Exhibit 6 to this Agreement, which is incorporated by reference as though fully set forth herein.

C. Illinois Workers, Veterans' Preference And Steel Products.

If the Contractor engages in Construction, it shall comply, and shall cause all of its Subcontractors to comply, by inserting appropriate provisions in their contracts, with the Employment of Illinois Workers on Public Works Act, 30 ILCS 570/0.01, et seq., the Veterans Preference Act, 330 ILCS 55/0.01, et seq., and the Steel Products Procurement Act, 35 ILCS 30/565/1, et seq.

3.04 Nondiscrimination.

A. Federal Requirements.

It shall be an unlawful employment practice for the Contractor (1) to fail or refuse to hire or to discharge any individual, or otherwise to discriminate against any individual with respect to his compensation, or the terms, conditions, or privileges of his employment, because of such individual's race, color, religion, sex, age, handicap or national origin; or (2) to limit, segregate, or classify its employees or applicants for employment in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect his status as an employee, because of such individual's race, color, religion, sex, age, handicap or national origin.

The Contractor shall comply with the Civil Rights Act of 1964, 42 U.S.C. § 2000, et seq., as amended. Attention is called to: Exec. Order No. 11,246, 30 Fed. Reg. 12,319 (1965), reprinted in 42 U.S.C. § 2000(e) Note, as amended by Exec. Order No. 11,375, 32 Fed. Reg. 14,303 (1967) and by Exec. Order No. 12,086, 43 Fed. Reg. 46,501 (1978); the Age Discrimination Act, 42 U.S.C. §§ 6101 -- 6106; the Rehabilitation Act of 1973, 29 U.S.C. §§ 793 -- 794; and the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101, et seq., and 41 C.F.R. Part 60, et seq.

B. State Requirements.

The Contractor shall comply with the Illinois Human Rights Act, 775 ILCS 5/1-101, et seq., the Equal Employment Opportunity Clause, Ill. Admin. Code, Title 5, §750 Appendix A and the Public Works Employment Discrimination Act, 775 ILCS 10/0.01, et seq., as amended.

C. City Requirements.

The Contractor shall comply with the Chicago Human Rights Ordinance, §2-160-010, et seq., as amended, of the Municipal Code of Chicago.

3.05 Insurance.

The Contractor shall comply with the insurance provisions attached hereto as (Sub)Exhibit 4 and incorporated by reference as if fully set forth

herein, or such other insurance provisions as may be required in the reasonable judgment of the Risk Management Division. If the Contractor enters into a subcontract with a Security Firm, such Security Firm shall comply with the insurance provisions attached hereto as (Sub)Exhibit 5 and incorporated by reference as if fully set forth herein, or such other insurance provisions as may be required in the reasonable judgment of the Risk Management Division. If the Contractor subcontracts with a Subcontractor other than a Security Firm, such Subcontractor shall comply with the Contractor insurance provisions or the Contractor may provide coverage for such Subcontractors.

3.06 Indemnification.

The Contractor agrees to protect, defend, indemnify, keep, save and hold the City, its officers, officials, S.S.A.C. members, employees and agents free and harmless from and against any and all liabilities, losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind, nature and character arising out of or relating to any and all claims, liens, demands, obligations, actions, suits, judgments or settlements, proceedings or causes of action of every kind, nature and character in connection with or arising directly or indirectly out of this Agreement and/or the performance hereof by the Contractor, its officials, agents, employees and Subcontractors, including but not limited to, the enforcement of this indemnification provision (collectively, "Claims"). Without limiting the foregoing, any and all such Claims, relating to personal injury, death, damage to property, defects in material or workmanship, actual or alleged infringement of any patent, trademark, copyright or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder. The Contractor further agrees to investigate, handle, respond to, provide defense for and defend all suits for any and all Claims, at its sole expense and agrees to bear all other costs and expenses related thereto, even if the Claims are considered groundless, false or fraudulent. In the event that the Contractor performs Construction, this indemnification shall be interpreted so as not to violate the Construction Contract Indemnification for Negligence Act, 740 ILCS 35/1, et seq.

The City shall have the right, at its option and at its own expense, to participate in the defense of any suit, without relieving the Contractor of any of its obligations under this indemnity provision. The Contractor expressly understands and agrees that the requirements set forth in this indemnity to protect, defend, indemnify, keep, save and hold the City free and harmless are separate from and not limited by the Contractor's responsibility to obtain insurance or to provide a bond pursuant to other sections in this Agreement. Further, the indemnities contained in this section shall survive the expiration or termination of this Agreement.

3.07 Records And Audits.

The Contractor shall deliver all documents, data, studies, reports or information to the S.S.A.C. promptly in accordance with the time limits prescribed herein and if no time limit is specified, then upon reasonable demand therefore, or, if requested, upon termination or completion of the Services.

The Contractor and any Subcontractors shall furnish the S.S.A.C. with semi-annual reports or provide such information as may be requested relative to the performance and cost of the Services. The Contractor shall maintain records showing actual time devoted and costs incurred. The Contractor shall keep books, documents, records and accounts in connection with the Services open to inspection, copying, abstracting, transcription and independent audit by City employees or agents and shall make these records available to the City at reasonable times during the performance of its Services. In addition, Contractor shall retain them in a safe place and make them available for an independent audit, inspection, copying and abstracting for at least five (5) years after the final payment made in connection with this Agreement.

The Contractor Shall Not Commingle Service Tax Funds With Funds From Other Sources, and to the extent that the Contractor conducts any business operations separate and apart from the Services hereunder using, for example, personnel, equipment, supplies or facilities also used in connection with this Agreement, then the Contractor shall maintain and make similarly available to the City detailed records supporting the Contractor's allocation to this Agreement of the costs and expenses attributable to any such shared usages.

The Contractor shall provide an annual audited financial statement to the S.S.A.C. and the Department within one hundred twenty (120) calendar days after the end of the calendar year and the system of accounting shall be in accordance with generally accepted accounting principles and practices, consistently applied throughout. No provision in this Agreement granting the City a right of access to records and documents is intended to impair, limit or affect any right of access to such records and documents which the City would have had in the absence of such provisions.

3.08 Subcontracts And Assignments.

The Contractor shall not assign, delegate, subcontract or otherwise transfer all or any part of its rights or obligations under this Agreement or any part hereof, unless otherwise provided for herein or without the express written consent of the S.S.A.C.. The absence of such provision or written consent shall void the attempted assignment, delegation or transfer and shall be of no effect as to the Services or this Agreement.

All subcontracts, all approvals of Subcontractors and any assignment to which the S.S.A.C. consents shall be, regardless of form, deemed conditioned upon performance by the Subcontractor or assignee in accordance with the terms and conditions of this Agreement.

If the Contractor subcontracts for security services, the Subcontractor shall be a Security Firm certified by the State of Illinois and the Security Firm's employees shall be licensed by the State of Illinois. The Contractor, upon entering into any subcontract with a Security Firm, shall furnish the S.S.A.C. and the Department with a copy of the subcontract for their approval. The City expressly reserves the right to approve all Security Firm subcontracts.

3.09 License, Permits And Safety Considerations.

If the Contractor engages in Construction, it shall be responsible for and, in a timely manner consistent with its obligations hereunder, shall secure and maintain at its expense such permits, licenses, authorizations and approvals as are necessary for it to engage in Construction under this Agreement.

If the Contractor engages in Construction, it shall at all times exercise reasonable care, shall comply with all applicable provisions of federal, state and local laws to prevent accidents or injuries, and shall take all appropriate precautions to avoid damage to and loss of City property and the property of third parties in connection with the Construction. The Contractor shall erect and properly maintain at all times all necessary safeguards, barriers, flags and lights for the protection of its and its Subcontractors' employees, City employees, and the public.

If the Contractor engages in Construction, it shall report to the Department any damage on, about, under or adjacent to City property or the property of third persons resulting from its performance under this Agreement. The Contractor is responsible for any damage to City property or the property of third parties due, in whole or in part, to the Contractor's Construction activities under this Agreement, and the Contractor shall remedy such damage to a reasonably acceptable standard.

3.10 Performance Bond.

If the Contractor engages in Construction work where expenditures exceed Twenty-five Thousand Dollars (\$25,000), it shall, not later than the date the Contractor begins such work or executes a subcontract for such work, provide or cause to be provided to the Department a performance and payment bond in the amount allocated for the Construction work (but not including the amount allocated for design and preparation of specifications), by a surety or sureties acceptable to the City. The performance bond shall be in a form acceptable to the City.

If any of the sureties on such bond at any time fail financially, or are deemed to be insufficient security for the penalty of the bond, then the City may, on giving ten (10) days notice thereof in writing, require the Contractor to furnish a new and additional bond with sureties satisfactory to the City.

Article 4.

Term Of Services.

This Agreement shall take effect as of January 1, 1998 ("Effective Date") and shall continue through December 31, 1998 or until the Agreement is terminated in accordance with its terms. The City may extend this Agreement by a written amendment in accordance with Section 8.03 for one (1) six (6) month period under the same terms and conditions except for a revised budget and scope of services. However, the extension shall expire whenever a new Agreement between the City and Contractor takes effect.

Article 5.

Compensation.

5.01 Basis Of Payment.

The maximum compensation that the Contractor may be paid under this Agreement is Three Hundred Forty-One Thousand Seven Hundred Thirty-nine Dollars (\$341,739) or the total amount of Service Tax Funds actually collected for tax year 1997, whichever is less, plus 1996 Service Tax Funds in the amount of Eleven Thousand Dollars (\$11,000) which are being carried over and which the Contractor hereby acknowledges are in its possession in the Account.

The City Comptroller will transfer the Service Tax Funds to the Contractor as received. The Contractor shall reimburse its Subcontractors for Services satisfactorily performed pursuant to the Budget.

5.02 Budget For Services.

The Contractor in conjunction with the S.S.A.C. has prepared a Budget, attached hereto as (Sub)Exhibit 2 and incorporated by reference as if fully set forth herein, covering each services described in the Scope of Services. The S.S.A.C. reserves the right to transfer funds between line items or make

Budget revisions which do not affect the maximum compensation set forth in Section 5.01. The S.S.A.C. shall revise the Budget if any part of Contractor's Services is terminated.

5.03 Method Of Payment.

The Contractor shall establish a separate checking account ("Account") in a bank authorized to do business in the State of Illinois that is insured by the Federal Deposit Insurance Corporation. All Service Tax Funds that the Comptroller transfers to the Contractor shall be deposited in the Account and disbursements from the Account shall be pursuant to this Agreement. The Contractor Shall Not Commingle Service Tax Funds With Funds From Other Sources. The Contractor shall provide to the S.S.A.C. the signature card and sample check from the bank which shows the signature(s) of the Contractor's authorized representative(s). The S.S.A.C. reserves the right to review and approve any and all checks written on the Account. The S.S.A.C. reserves the right to audit the account and require the Contractor to refund any funds which were not spent pursuant to the Budget or which were not approved by the S.S.A.C. The name and address of the bank is _____ and the wire transfer and the Account numbers are _____.

All funds remaining in the Account at the expiration or termination of this Agreement, including any interest earned, belong to the City for the benefit of the Area and shall be returned to the City to be used only for Special Services. However, if the City and the Contractor enter into a subsequent agreement for Special Services, the funds may remain in the Account to be used pursuant to the subsequent agreement.

5.04 Criteria For Payment.

The S.S.A.C., in its sole discretion, shall determine the reasonableness, allocability and allowability of any rates, costs and expenses charged or incurred by the Contractor.

5.05 Funding.

Payments under this Agreement shall be made from Service Tax Funds in fund number 334-99-2005-0161-0161 and are subject to the availability of funds therein.

Article 6.

Special Conditions.

6.01 Warranties And Representations.

In connection with the execution of this Agreement, the Contractor warrants and represents:

- A. that it is financially solvent; that it and each of its employees, agents, and Subcontractors are competent to perform the Services required; that it is legally authorized to execute and perform or cause to be performed this Agreement under the terms and conditions stated herein; and
- B. that it shall not knowingly use the services of any ineligible Subcontractor for any purpose in the performance of the Services; and
- C. that it and its Subcontractors are not in default at the time of the execution of this Agreement, or deemed by the Department to have, within five (5) years immediately preceding the date of this Agreement, been found to be in default on any contract awarded by the City; and
- D. that it and, to the best of its knowledge, its Subcontractors are not in violation of the provisions of §2-92-320 of the Municipal Code of Chicago, 720 ILCS 5/33E-1, et seq. of the Criminal Code of 1961 and 65 ILCS 5/11-42.1-1 of the Illinois Municipal Code; and
- E. that it shall be the duty of the Contractor, all Subcontractors and their respective officers, directors, agents, partners and employees to cooperate with the Inspector General in any investigation or hearing undertaken pursuant to Chapter 2-56 of the Municipal Code of Chicago; that it understands and will abide by all provisions of Chapter 2-56 of the Municipal Code of Chicago and all subcontracts shall inform Subcontractors of such provision and require understanding and compliance therewith; and
- F. that it shall comply with the MacBride Principles Ordinance, §2-92-580 of the Municipal Code of Chicago, through which the City seeks to promote fair and equal employment opportunities and labor practice for religious minorities in Northern Ireland and provide a better working environment for all citizens in Northern Ireland; that in accordance with the MacBride

Principles Ordinance, if the Contractor conducts any business operations in Northern Ireland, it shall make all reasonable and good faith efforts to conduct such business operations in accordance with the MacBride Principles for Northern Ireland as defined in Illinois Public Act 85-1390 (1988 Ill. Laws 3220); and

- G. that, except only for those representations, statements, or promises expressly contained in this Agreement and any exhibits attached hereto, no representation, statement or promise, oral or written, or of any kind whatsoever, by the City, its officials, agents, or employees, has induced the Contractor to enter into this Agreement; and
- H. that the Contractor understands and agrees that any certification, affidavit or acknowledgment made under oath in connection with this Agreement is made under penalty of perjury and, if false, is also cause for termination for default.

6.02 Contractor's Affidavit And Business Documents.

The Contractor has provided the City with a Contractor's Affidavit, which is attached as (Sub)Exhibit 3 and incorporated by reference as if fully set forth herein.

In addition, the Contractor shall provide the City with copies of its latest articles of incorporation, bylaws and resolutions, or partnership or joint venture agreement, as applicable, and evidence of its authority to do business in the State of Illinois, including without limitation, registrations of assumed names or limited partnerships and certifications of good standing with the Office of the Secretary of State of Illinois.

6.03 Conflict Of Interest.

Pursuant to Chapter 2-156 of the Municipal Code of Chicago and 65 ILCS 5/3.1-55-10, no member of the governing body of the City, no other officer, employee, S.S.A.C. member, or agent of the City who exercises any functions or responsibilities in connection with the Services to which this Agreement or any related subcontract pertain, and no relative of any S.S.A.C. member shall have any personal economic or financial interest, directly or indirectly, in this Agreement or any such subcontract except to the extent that such benefits are provided equally to all residents and/or business owners in the Area. Furthermore, no S.S.A.C. member, relative of any S.S.A.C. member, City official, agent or employee shall be a Subcontractor, employee or shareholder of the Contractor or receive anything of value from the Contractor.

No member of or delegate to the Congress of the United States or the Illinois General Assembly and no alderman of the City or City employee shall be admitted to any share or part of this Agreement or to any financial benefit to arise from it. The Contractor acknowledges that any agreement entered into, negotiated or performed in violation of any of the provisions of Chapter 2-156 shall be voidable by the City.

The Contractor covenants that it, its officers, directors and employees, and the officers, directors and employees of each of its members if a joint venture, and Subcontractors, presently have no financial interest and shall acquire no interest, direct or indirect, which would conflict in any manner or degree with the performance of the Services. The Contractor further covenants that in the performance of this Agreement no person having any such interest shall be employed. The Contractor agrees that if the Commissioner in his reasonable judgment, determines that any of the Contractor's services for others conflict with the Services the Contractor is to provide for the City under this Agreement, the Contractor shall terminate such other services immediately upon request of the City.

6.04 Non-Liability Of Public Officials.

No official, employee or agent of the City shall be charged personally by the Contractor, or by any assignee or Subcontractor of the Contractor, with any liability or expenses of defense or be held personally liable to them under any term or provision hereof, because of the City's execution or attempted execution hereof, or because of any breach hereof.

6.05 Independent Contractor.

The Contractor shall perform under this Agreement as an independent contractor to the City and not as a representative, employee, agent or partner of the City.

Article 7.

Events Of Default, Remedies, Termination, Right To Offset, Suspension.

7.01 Events Of Default Defined.

The following shall constitute events of default:

- A. Any material misrepresentation, whether negligent or willful and whether in the inducement or in the performance, made by Contractor to the City.
- B. Contractor's material failure to perform any of its obligations under the Agreement including, but not limited to, the following:
 - (1) failure to commence or ensure timely completion of the Services due to a reason or circumstance within Contractor's reasonable control;
 - (2) failure to perform the Services in a manner satisfactory to the City;
 - (3) failure to promptly re-perform within a reasonable time Services that were rejected as erroneous or unsatisfactory;
 - (4) discontinuance of the Services for reasons within the Contractor's reasonable control; and
 - (5) failure to comply with a material term of this Agreement, including but not limited to the provisions concerning insurance and nondiscrimination.

7.02 Remedies

The occurrence of any event of default which the Contractor fails to cure within thirty (30) calendar days after receipt of notice specifying such default or which, if such event of default cannot reasonably be cured within thirty (30) calendar days after notice, the Contractor fails, in the sole opinion of the Commissioner, to commence and continue diligent efforts to cure, shall permit the City to declare the Contractor in default. Whether to declare the Contractor in default is within the sole discretion of the Commissioner. Written notification of the default, and any intention of the City to terminate the Agreement, shall be provided to Contractor and such decision shall be final and effective upon Contractor's receipt of such notice. Upon receipt of such notice, the Contractor must discontinue any services, unless otherwise directed in the notice, and deliver all materials accumulated in the performance of this Agreement, whether completed or in the process of completion, to the City. At such time the City may invoke any legal or equitable remedy available to it including, but not limited to, the following:

- A. The right to take over and complete the Services or any part thereof as agent for and at the cost of the Contractor, either directly or through others. The Contractor shall have, in such event, the right to offset from such cost the amount it would have

cost the City under the terms and conditions herein had the Contractor completed the Services.

- B. The right to terminate this Agreement as to any or all of the Services yet to be performed, effective at a time specified by the City.
- C. The right of specific performance, an injunction or any other appropriate equitable remedy.
- D. The right to money damages.
- E. The right to withhold all or any part of Contractor's compensation hereunder.
- F. The right to deem Contractor non-responsible in future contracts to be awarded by the City.

If the City considers it to be in its best interest, it may elect not to declare default or to terminate this Agreement. The parties acknowledge that this provision is solely for the benefit of the City and that if the City permits the Contractor to continue to provide the Services despite one (1) or more events of default, the Contractor shall in no way be relieved of any of its responsibilities, duties or obligations under this Agreement nor shall the City waive or relinquish any of its rights. No delay or omission to exercise any right accruing upon any event of default shall impair any such right nor shall it be construed as a waiver of any event of default or acquiescence therein, and every such right may be exercised from time to time and as often as may be deemed expedient.

7.03 Right To Offset.

The City reserves its right under §2-92-380 of the Municipal Code of Chicago. The Commissioner shall consult with the S.S.A.C. before exercising such rights.

7.04 Suspension.

The City may at any time request that the Contractor suspend its Services, or any part thereof, by giving fifteen (15) days prior written notice to the Contractor or upon no notice in the event of emergency. No costs incurred after the effective date of such suspension shall be allowed. The Contractor shall promptly resume its performance upon written notice by the Department. The Budget may be revised pursuant to Section 5.02 to account for any additional costs or expenses actually incurred by the Contractor as a result of recommencing the Services.

7.05 No Damages For Delay.

The Contractor agrees that it, its members, if a partnership or joint venture and its Subcontractors shall make no claims against the City for damages, charges, additional costs or hourly fees for costs incurred by reason of delays or hindrances by the City in the performance of its obligations under this Agreement.

7.06 Early Termination.

In addition to termination for default, the S.S.A.C. may terminate this Agreement or any portion of the Services to be performed under it at any time by a written notice to the Contractor when the Agreement may be deemed to be no longer in the best interests of the Area. If the S.S.A.C. elects to terminate the Agreement in full, all Services shall cease and all materials accumulated in performing this Agreement, whether completed or in the process of completion, shall be delivered to the Department within ten (10) days after receipt of the notice or by the date stated in the notice.

During the final ten (10) days or other time period stated in the notice, the Contractor shall restrict its activities, and those of its Subcontractors, to winding down any reports, analyses, or other activities previously begun. No costs incurred after the effective date of the termination shall be allowed. Payment for any Services actually and satisfactorily performed before the effective date of the termination shall be on the same basis as set forth in Article 5 hereof, but if any compensation is described or provided for on the basis of a period longer than ten (10) days, then the compensation shall be prorated accordingly.

If a court of competent jurisdiction determines that the S.S.A.C.'s election to terminate this Agreement for default has been wrongful, then such termination shall be deemed to be an early termination.

Article 8.

General Conditions.

8.01 Entire Agreement.

This Agreement, and the (sub)exhibits attached hereto and incorporated hereby, shall constitute the entire agreement between the parties and no other warranties, inducements, considerations, promises, or interpretations shall be implied or impressed upon this Agreement that are not expressly addressed herein.

8.02 Counterparts.

This Agreement is comprised of several identical counterparts, each to be fully executed by the parties and each to be deemed an original having identical legal effect.

8.03 Amendments.

No changes, amendments, modifications, or discharge of this Agreement, or any part thereof, shall be valid unless in writing and signed by the authorized agent of the Contractor and the Commissioner, or their successors and assigns. The City shall incur no liability for revised services without a written amendment to this Agreement pursuant to this section.

8.04 Compliance With All Laws.

The Contractor shall at all times observe and comply with all applicable laws, ordinances, rules, regulations and executive orders of the federal, state and local government, now existing or hereinafter in effect, which may in any manner affect the performance of this Agreement. Provisions required by law, ordinances, rules, regulations, or executive orders to be inserted shall be deemed inserted whether or not they appear in this Agreement or, upon application by either party, this Agreement shall forthwith be amended to literally make such insertion; however, in no event shall the failure to insert such provisions prevent the enforcement of this Agreement.

8.05 Compliance With A.D.A. And Other Accessibility Laws.

If this Agreement involves services to the public, The Contractor warrants that all services provided hereunder shall comply with all accessibility standards for persons with disabilities or environmentally limited persons including, but not limited to the following: Americans with Disabilities Act of 1990, 42 U.S.C. § 12101, et seq. and Rehabilitation Act of 1973, 29 U.S.C. §§ 793 -- 794. In the event that the above cited standards are inconsistent, the Contractor shall comply with the standard providing greater accessibility.

If this Agreement involves design for Construction and/or Construction, the Contractor warrants that all design documents produced and/or used under this Agreement shall comply with all federal, state and local laws and regulations regarding accessibility standards for persons with disabilities or environmentally limited persons including, but not limited to, the following: American with Disabilities Act of 1990, 42 U.S.C. § 12101, et seq., and the Americans with Disabilities Act Accessibility Guidelines for Buildings and

Facilities; the Architectural Barriers Act, P.L. 90-480 and the Uniform Federal Accessibility Standards; and the Environmental Barriers Act, 410 ILCS 25/1, et seq., and the regulations promulgated thereto at Ill. Admin. Code Tit. 71, Ch. 1, § 400.110. In the event that the above cited standards are inconsistent, the Contractor shall comply with the standards providing greater accessibility. If the Contractor fails to comply with the foregoing standard providing greater accessibility. If the Contractor fails to comply with the foregoing standards, it shall perform again at no expense all services required to be reperformed as a direct or indirect result of such failure.

8.06 Assigns.

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.

8.07 Cooperation.

The Contractor agrees at all times to cooperate fully with the City and to act in the City's best interests. Upon the termination or expiration of this Agreement, the Contractor shall make every effort to assure an orderly transition to another provider of the Services, if any, orderly demobilization of its own operations in connection with the Services, uninterrupted provision of Services during any transition period and shall otherwise comply with reasonable requests of the Department in connection with this Agreement's termination or expiration.

8.08 Severability.

If any provision of this Agreement is held or deemed to be or shall in fact be inoperative or unenforceable as applied in any particular case in any jurisdiction or in all cases because it conflicts with any other provision hereof or of any constitution, statute, ordinance, rule of law or public policy, or for any other reason, such circumstances shall not have the effect of rendering such provision inoperative or unenforceable in any other case or circumstances, or of rendering any other provision herein invalid, inoperative, or unenforceable to any extent. The invalidity of any one (1) or more phrases, sentences, clauses or sections herein shall not affect the remaining portions of this Agreement or any part thereof.

8.09 Interpretation.

All headings in this Agreement are for convenience of reference only and do not define or limit the provisions thereof. Words of gender are deemed to

include correlative words of the other gender. Words importing the singular number include the plural number and vice versa, unless the context otherwise indicates. All references to exhibits or documents are deemed to include all supplements and/or amendments to such exhibits or documents if entered into in accordance with the terms and conditions hereof and thereof. All references to persons or entities are deemed to include any persons or entities succeeding to the rights, duties and obligations of such persons or entities in accordance with the terms and conditions herein.

8.10 Miscellaneous Provisions.

Whenever under this Agreement the City by a proper authority waives the Contractor's performance in any respect or waives a requirement or condition to the Contractor's performance, the waiver, whether express or implied, shall only apply to that particular instance and shall not be deemed a waiver forever or for subsequent instances of the performance, requirement or condition. No waiver shall be construed as a modification of the Agreement regardless of the number of times the City may have waived the performance requirement or condition.

8.11 Disputes.

Except as otherwise provided in this Agreement, the Contractor shall and the S.S.A.C. may bring any dispute concerning a question of fact arising under this Agreement which is not otherwise disposed of to the City's Purchasing Agent for decision based upon written submissions of the parties. The Purchasing Agent shall reduce his decision to writing and furnish a copy of it to the Contractor and the S.S.A.C.. Such decision is final and binding.

Article 9.

Notices.

Notices provided for herein shall be in writing and may be delivered personally or by United States mail, first class, certified, return receipt requested, with postage prepaid and addressed as follows:

If To The City:

Lake View East Special Service Commission
3030 North Broadway
Chicago, Illinois 6062057
Attention: President

Department of Planning and Development
City Hall, Room 1000
121 North LaSalle Street
Chicago, Illinois 60602
Attention: Commissioner

With Copies To: Department of Law
City Hall, Room 511
121 North LaSalle Street
Chicago, Illinois 60602
Attention: Corporation Counsel

If To Contractor: Lake View East Special Service Commission
3030 North Broadway
Chicago, Illinois 60657
Attention: President

Changes in the above-referenced addresses must be in writing and delivered in accordance with the provisions of this section. Notices delivered by mail shall be deemed received three (3) days after mailing in accordance with this section. Notices delivered personally shall be deemed effective upon receipt.

Section 10.

Authority.

10.01 City Authority.

This Agreement is entered into pursuant to a City Council ordinance enacted by virtue of the home rule authority conferred on the City under Section 6(a), Article VII of the 1970 Constitution of the State of Illinois.

10.02 Contractor's Authority.

Execution of this Agreement by the Contractor is authorized by a resolution of its Board of Directors, if a corporation, and the signature of each person signing on behalf of the Contractor has been made with complete and full authority to commit the Contractor to all terms and conditions of this Agreement, including each and every representation, certification and warranty contained herein, including without limitation

such representations, certifications and warranties collectively attached hereto and incorporated by reference herein.

In Witness Whereof, The City and the Contractor have executed this Agreement on the date first set forth above, at Chicago, Illinois.

Recommended By:

Chairperson, Special Service
Area Commission

City of Chicago

By: _____
Commissioner, Department of
Planning and Development

Approved As To Form And Legality: _____

Assistant Corporation Counsel

Contractor

By: _____

Its: _____

Attested By: _____

Its: _____

Subscribed and sworn to before me
this ____ day of _____, 19__.

Notary Public

[(Sub)Exhibit 6 referred to in this Service Provider
Agreement unavailable at time of printing.]

(Sub)Exhibits 1, 2, 3, 4 and 5 referred to in this Service Provider Agreement
read as follows:

(Sub)Exhibit 1.
(To Service Provider Agreement For
Special Service Area Number 8)

*Approved 1998 Scope Of Services For Special
Service Area Number 8 Commission.*

Prepared by: Lake View East Chamber Of Commerce

1. Site Marketing

- New Business Kit
- Area Marketing Brochure
- Vacancy Database Management
- Interface with City of Chicago, Department of Revenue
- Interface with Retail Chicago of the Chicago Department of
Planning and Development

2. Image Development

- Sidewalk Amenities Maintenance/Beautification/Streetscape
- Sidewalk Furniture Maintenance/Installation
- Acorn Light Installation

3. Cleaning Of Area

- Supervised Sidewalk Cleaning Crew
- Snow Removal Program

4. Facade Incentive Program

- Rebate Money for Approved Applicants

5. Printing/Publications

- Neighborhood Directory and Guide
- Newsletters

6. Advertising And Promotions

- Print, Radio Advertising
- Further Home Page Enhancement
- Business After Hour Events
- Holiday Promotions
- Special Event(s)

(Sub)Exhibit 2.
 (To Service Provider Agreement For
 Special Service Area Number 8)

*Department Of Planning And Development
 Proposed Special Service Area Budget.*

Special Service Area Name and Number:	Special Service Area Number 8.
Chairman, Special Service Area:	Anthony Klok
Telephone Number:	(Omitted for printing purposes)
Sole Service Provider:	Lake View East Chamber of Commerce
Program Manager:	Gina M. Caruso
Telephone Number:	(Omitted for printing purposes)
Budget Period:	January 1, 1998 to December 31, 1998

Item	Budget Year 1998
Advertising and Promotion	\$ 30,000
Consultant Services:	. . .
General	1,000
Audit	3,000
Equipment -- Technology	5,000
Equipment Maintenance	. . .
Business Development	3,000

Item	Budget Year 1998
Security Services	...
Snow Plowing	...
Street Maintenance/ Beautification	\$ 50,000
Training and Workshops	1,000
Transportation	...
Administrative Costs For Managing Special Service Area Program:	
Employees' Benefits	3,000.00
Insurance -- General/ Liability	4,700.00
Alarm	600.00
License Fees	...
Office Equipment	...
Office Rent	31,500.00
Postage	...
Printing/Publications	20,000.00
Salaries	70,000.00
Subscriptions/Dues	500.00
Bank Charge	100.00
Telephone	...
Utilities	...
Other:	
Management Expenses	1,350.00

Item	Budget Year 1998
Facade Incentive	\$ 50,000.00
Cleaning Program	39,250.00
Contingency -- General	10,739.00
Contingency Fund for Uncollected Taxes (5% of Budget)	17,000.00
TOTAL:	\$341,739.00

Estimated Tax Levy: _____

1998 Budget + 1997 Continuation = \$352,739

Continuation of 1997
Programmatic Funds:

Auditing	300.00
Area Cleaning	2,200.00
General Contingency	8,500.00
TOTAL:	<u>\$11,000.00</u>

(Sub)Exhibit 3.
(To Service Provider Agreement For
Special Service Area Number 8)

Contractor's Affidavit.

Specification Number: _____

Bidder/Proposer Name: Lake View East Chamber of Commerce

Bidder/Proposer Address: 3030 North Broadway

Chicago, Illinois 60657

Federal Employer I.D. Number: 36-3146679

or Social Security Number: _____

Instructions: For Use With A Contract Funded In Whole By City Or State Funds. Every Contractor submitting a bid/proposal to the City of Chicago must complete this Contractor's Affidavit. Special attention should be paid to Sections I (pages 1 to 4), II (page 4), and IV A(2) (page 8), which require the Contractor to provide certain information to the City. The Contractor must sign the appropriate line in Section III C (page 6) and Section IV A (pages 7 and 8) and Section V (pages 8 and 9) and must complete and sign before a notary public the verification, Section VII (page 10). Please note that in the event the Contractor is a joint venture, the joint venture and each of the joint venture partners must submit a completed Contractor's Affidavit. In the event that the Contractor is unable to certify to any of the statements contained herein, Contractor must contact the Department of Purchases, Contracts and Supplies for the City of Chicago and provide a detailed factual explanation of the circumstances leading to the Contractor's inability to so certify.

The undersigned Doug Zell, as President
(Name) (Title)

and on behalf of Lake View East Chamber of Commerce ("Contractor")
(Business Name)

having been duly sworn under oath certifies that:

I.

Disclosure Of Ownership Interests.

Pursuant to Chapter 2-154 of the Municipal Code of Chicago (the "Municipal Code"), all bidders/proposers shall provide the following information with their bid/proposal. If the question is not applicable, answer with "NA". If the answer is none, please answer "None".

Bidder/Proposer is a: ☐ Corporation ☐ Sole Proprietor
 (Check One) ☐ Partnership ☒ Not-for-Profit Corporation
☐ Joint Venture ☐ Other

*Section 1.**For Profit Corporations.*

- a. Incorporated in the State of _____
- b. Authorized to do business in the State of Illinois: Yes ☐ No ☐
- c. Names of all officers of corporation (or attach list): Names of all directors of corporation (or attach list):

Name (Print or Type)	Title (Print or Type)	Name (Print or Type)	Title (Print or Type)
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

- d. If the corporation has fewer than one hundred (100) shareholders, indicate here or attach a list of names and addresses of all shareholders and the percentage interest of each.

Name (Print or Type)	Address	Ownership Interest
_____	_____	_____ %
_____	_____	_____ %
_____	_____	_____ %
_____	_____	_____ %

- e. Is the corporation owned partially or completely by one or more other corporations? Yes ☐ No ☐

If "Yes", provide the above information, as applicable, for each of said corporations.

- f. If the corporation has one hundred (100) or more shareholders, indicate here or attach a list of names and addresses of all shareholders owning shares equal to or in excess of seven and five-tenths percent (7.5%) of the proportionate ownership of the corporation and indicate the percentage interest of each.

Name (Print or Type)	Address	Ownership Interest
_____	_____	_____ %
_____	_____	_____ %
_____	_____	_____ %
_____	_____	_____ %

Note: Generally, with corporations having one hundred (100) or more shareholders where no shareholder owns seven and five-tenths percent (7.5%) of the shares, the requirements of this Section 1 would be satisfied by the bidder/proposer enclosing, with his bid/proposal, a copy of the corporation's latest published annual report and/or Form 10-K if the information is contained therein.

*Section 2.**Partnerships.*

If the bidder/proposer is a partnership, indicate the name of each partner and the percentage of interest of each therein:

Names Of Partners (Print or Type)	Percentage Interest
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %

*Section 3.**Sole Proprietorships.*

- a. The bidder/proposer is a sole proprietor and is not acting in any representative capacity in behalf of any beneficiary:

Yes ☐ No ☐ If "No", complete items b and c of this Section 3.

- b. If the sole proprietorship is held by an agent(s) or a nominee(s), indicate the principal(s) for whom the agent or nominee holds such interest:

Name(s) Of Principal(s) (Print or Type)

- c. If the interest of a spouse or any other party is constructively controlled by another person or legal entity, state the name and address of such person or entity possessing such control and the relationship under which such control is being or may be exercised:
-
-

Section 4.

*Land Trusts, Business Trusts, Estates
And Other Entities.*

If the bidder/proposer is a land trust, business trust, estate or other similar commercial or legal entity, identify any representative, person or entity holding legal title as well as each beneficiary in whose behalf title is held including the name, address and percentage of interest of each beneficiary.

Section 5.

Not-For-Profit Corporations.

- a. Incorporated in the State of Illinois
- b. Authorized to do business in the State of Illinois: Yes ☒ No ☐
- c. Names of all officers of corporation (or attach list): Names of all directors of corporation (or attach list):

Name (Print or Type)	Title (Print or Type)	Name (Print or Type)	Title (Print or Type)
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Note: Pursuant to Chapter 2-154, Section 2-154-030 of the Municipal Code of Chicago, the Corporation Counsel may require any such additional information from any entity to achieve full disclosure relevant to the contract. Further, pursuant to Chapter 2-154, Section 2-154-020 of the Municipal Code, any material change in the information required above must be provided by supplementing this statement at any time up to the time the Purchasing Agent takes action on the contract or other action requested of the Purchasing Agent.

II.

Affidavit Of Local Business.

"Local Business" means a business located within the corporate limits of the City of Chicago, which has the majority of its regular, full-time work force located within the City, and which is subject to City taxes.

Joint Ventures: For purposes of establishing a firm's eligibility for two percent (2%) local business preference (if allowed by the specification), each partner must complete a separate affidavit. A Joint Venture is a "Local Business" only if at least fifty percent (50%) interest in the venture is held by "Local Businesses".

- 1) Is bidder/proposer a "Local Business" as defined above?
Yes ☒ No ☐
- 2) How many persons are currently employed by bidder/proposer? 5
- 3) Does bidder/proposer have business locations outside of City of Chicago? Yes ☐ No ☒

If "Yes", list such bidder/proposer business addresses:

(Attach Additional Sheets if Necessary)

- 4) How many of bidder/proposer's current employees work at City of Chicago locations? 5
- 5) Is bidder/proposer subject to City of Chicago taxes (including the Head Tax)? Yes ☐ No ☒

III.

Contractor Certification.

A. Contractor.

1. The Contractor or any subcontractor to be used in the performance of this contract, or any affiliated entity¹ of the Contractor or any such subcontractor; or any responsible official thereof, or any other official, agent or employee of the Contractor, any such subcontractor or any such affiliated entity¹, acting pursuant to the direction or authorization of a responsible official thereof has not, during a period of three (3) years prior to the date of execution of this certification, or if a subcontractor or subcontractor's affiliated entity¹ during a period of three (3) years prior to the date of award of the subcontract:
 - a. bribed or attempted to bribe, or been convicted of bribery or attempting to bribe a public officer or employee of the City of Chicago, the State of Illinois, any agency of the federal government or any state or local government in the United States (if an officer or employee, in that officer's or employee's official capacity); or
 - b. agreed or colluded, or been convicted 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 guilt of such conduct described in 1(a) and (b) above which is a matter of record but has not been prosecuted for such conduct.
2. The Contractor or any agent, partner, employee or officer of the Contractor is not barred from contracting with any unit of state or local government as a result of engaging in or being convicted of bid-rigging³ in violation of Section 3 of Article 33E of the Illinois Criminal Code of 1961, as amended (720 ILCS 5/33E-3) or any similar offense of any state or the United States which contains the same elements as the offense of bid-rigging³ during a period of five (5) years prior to the date of submittal of this bid, proposal or response².
3. The Contractor or any agent, partner, employee, or officer of the Contractor is not barred from contracting with any unit of state or local government as a result of engaging in or being convicted of bid-rotating⁴ in violation of Section 4 of Article 33E of the Illinois Criminal Code of 1961, as amended (720 ILCS 5/33E-4) or any similar offense of any state or the United States which contains the same elements as the offense of bid-rotating⁴.
4. The Contractor understands and will abide by all provisions of Chapter 2-56 of the Municipal Code of Chicago entitled "Office of Inspector General" and all provisions of Chapter 2-156 of the Municipal Code of Chicago entitled "Governmental Ethics".

B. Subcontractor.

1. The Contractor has obtained from all subcontractors to be used in the performance of this contract, known by the Contractor at this time, certifications in form and substance equal to Section I of this Contractor's Affidavit. Based on such certification(s) and any other information known or obtained by the Contractor, the Contractor is not aware of any such subcontractor, subcontractor's affiliated entity¹, or any agent, partner, employee or officer of such subcontractor or subcontractor's affiliated entity¹ having engaged in or been convicted of: (a) any of the conduct described in Section III A (1) (a) or (b) of this Certification, (b) bid-rigging³, bid-rotating⁴, or any similar offense of any state or the United States which contains the same elements as bid-rigging and bid-rotating, or having made an admission of guilt of the conduct described in Section III A (1) (a) or (b) which is a matter of record but has/have not been prosecuted for such conduct.

2. The Contractor will, prior to using them as subcontractors, obtain from all subcontractors to be used in the performance of this contract, but not yet known by the Contractor at this time, certifications in form and substance equal to this certification. The Contractor shall not, without the prior written permission of the City, use any of such subcontractors in the performance of this contract if the Contractor, based on such certifications or any other information known or obtained by Contractor, becomes aware of such subcontractor, subcontractor's affiliated entity¹ or any agent, employee or officer of such subcontractor or subcontractor's affiliated entity¹ having engaged in or been convicted of: (a) any of the conduct described in Section III A (1) (a) or (b) of this Certification; or (b) of bid-rigging³, bid-rotating⁴ or any similar offense of any state or the United States which contains the same elements as bid-rigging or bid-rotating or having made an admission of guilt of the conduct described in Section III A (1) (a) or (b) which is a matter of record but has/have not been prosecuted for such conduct.
3. The Contractor will maintain on file for the duration of the contract all certifications required by Sections III B (1) and (2) above, for all subcontractors to be used in the performance of this contract and will make such certifications promptly available to the City of Chicago upon request.
4. The Contractor will not, without the prior written consent of the City, use as subcontractors any individual, firm, partnership, corporation, joint venture or other entity from whom the Contractor is unable to obtain a certification in form and substance equal to this certification.
5. Contractor hereby agrees, if the City so demands, to terminate its subcontract with any subcontractor, if such Contractor or subcontractor was ineligible at the time that the subcontract was entered into for award of such subcontract under Chapter 2-92, Section 2-92-320 of the Municipal Code, or if applicable, under Section 33E of Article 33 of the State of Illinois Criminal Code of 1961, as amended. Contractor shall insert adequate provisions in all subcontracts to allow it to terminate such subcontracts as required by this certification.

C. State Tax Delinquencies.

In completing this Section III C, authorized signatory of the Contractor who executes this Affidavit on behalf of the Contractor Must Sign on the line next to the appropriate subsection.

1. (Signed) Emil C. Mahler Contractor is not delinquent in the payment of any tax administered by the Illinois Department of Revenue or, if delinquent, Contractor is contesting, in accordance with the procedures established by the appropriate Revenue Act, its liability for the tax or amount of the tax.
2. _____ Contractor has entered into an agreement with the Illinois Department of Revenue for the payment of all such taxes that are due and is in compliance with such agreement.
3. _____ Contractor is delinquent in the payment of any tax administered by the Department of Revenue and is not covered under any of the situations described in subsections 1 and 2 of this Section III C, above⁵.

D. Certification Regarding Suspension And Disbarment.

1. The Contractor certifies, to the best of its knowledge and belief, that it and its principals:
 - a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal, state or local department or agency;
 - b. have not within a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for the commission of fraud or a criminal offense 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; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph D (1)(b) above; and
 - d. have not within a three (3) year period preceding this Agreement had one (1) or more public transactions (federal, state or local) terminated for cause or default.

2. If the Contractor is unable to certify to any of the statements in this certification, Contractor shall attach an explanation to this certification.
3. If any subcontractors are to be used in the performance of this Agreement, Contractor shall cause such subcontractors to certify as to paragraph D (1) of this certification. In the event that any subcontractor is unable to certify to any of the statements in this certification, such subcontractor shall attach an explanation to this certification.

E. Anti-Collusion.

The Contractor, its agents, officers or employees have not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this proposal. Failure to submit this statement as part of the bid proposal will make the bid nonresponsive and not eligible for award consideration.

F. Punishment.

A Contractor who makes a false statement, material to Section III A(2) of this certification commits a class 3 felony, 720 ILCS 5/33E-11(b). Making a false statement concerning Section III of this certification is a Class A misdemeanor, voids the contract and allows the municipality to recover all amounts paid to the Contractor under the contract in a civil action, 65 ILCS 5/11-42.1-1.

IV.

Certification Of Environmental Compliance.

- A. Neither the Contractor nor any affiliated entity¹ of the Contractor has, during a period of five (5) years prior to the date of execution of this Affidavit (1) violated or engaged in any conduct which violated Section 7-28-440 or 11-4-1500 or Article XIV of Chapter 11-4 or Chapter 7-28 or 11-4 of the Municipal Code or any other Environmental Restriction⁶, (2) received notice of any claim, demand or action, including but not limited to citations and warrants, from the City of Chicago, the State of Illinois, the federal government, any state or political subdivision thereof, or any agency, court or body of the federal government or any state or political subdivision thereof, exercising executive, legislative, judicial, regulatory or administrative functions, relating to a

violation or alleged violation of Section 7-28-440 or 11-4-1500 or Article XIV of Chapter 11-4 or Chapter 7-28 or 11-4 of the Municipal Code or any other Environmental Restriction⁶, or (3) been subject to any fine or penalty of any nature for failure to comply with Section 7-28-440 or 11-4-1500 or Article XIV of Chapter 11-4 or Chapter 7-28 or 11-4 of the Municipal Code or any other Environmental Restriction⁶.

Authorized signatory of the Contractor who executes this Affidavit on behalf of the Contractor must sign on the line next to the appropriate statement 1 or 2 below.

1. (Signed) Doug Zell Contractor makes the certification contained in paragraph A of this Section IV.
2. _____ Contractor makes the certification contained in paragraph A of this Section IV except as to the matters specifically identified below: _____

(Attach additional pages of explanation to this Contractor's Affidavit, if necessary).

- B. Without the prior written consent of the Purchasing Agent, Contractor will not (i) employ any subcontractor in connection with the Contract to which this Affidavit pertains without obtaining from such subcontractor a certification similar in form and substance to the certification contained in subparagraph 1 of paragraph A of this Section III prior to such subcontractor's performance of any work or services under the Contract to which this Affidavit pertains or furnishing any goods, supplies or materials of any kind under the Contract to which this Affidavit pertains; and (ii) employ, in connection with the Contract to which this Affidavit pertains, any subcontractor if the Contractor or any of its officers have knowledge that the subcontractor cannot truthfully execute such certification. The Contractor will furnish to the Purchasing Agent of the City upon his request an executed copy of each such certification.
- C. Until completion of the Contractor's performance under the Contract to which this Affidavit pertains, the Contractor will not violate any provision of Section 7-28-440 or 11-4-1500 or Article XIV of Chapter 11-4 or Chapter 7-28 or 11-4 of the Municipal Code or any other Environmental Restriction⁶, whether in the performance of such Contract or otherwise.

V.

*Certification Of Court-Ordered
Child Support Compliance.*

For purposes of this Section V, "Substantial Owner" means any person who owns or holds a ten percent (10%) or more percentage of interest in the Contractor; where the Contractor is an individual or sole proprietorship, Substantial Owner means that individual or sole proprietor. Percentage of interest includes direct, indirect and beneficial interests in the Contractor. Indirect or beneficial interest means that an interest in the Contractor is held by a corporation, joint venture, trust, partnership, association, estate or other legal entity, in which the individual holds an interest, or by agent(s) or nominee(s) on behalf of an individual or entity. For example, if Corporation B holds or owns a twenty percent (20%) interest in Contractor, and an individual or entity has a fifty percent (50%) or more percentage of interest in Corporation B, then such individual or entity indirectly has a ten percent (10%) or more percentage of interest in the Contractor. In this case, the response to this Section V, must cover such individual(s) or entity. If Corporation B is held by another entity, then this analysis similarly must be applied to that next entity.

If Contractor's response in this Section V is 1 or 2, then all of Contractor's Substantial Owners must remain in compliance with any such child support obligations (1) throughout the term of the contract and any extensions thereof or (2) until the performance of the contract is completed, as applicable. Failure of Contractor's Substantial Owners to remain in compliance with their child support obligations in the manner set forth in either 1 or 2 constitutes an event of default.

In completing this Section V, the authorized signatory must sign on the line next to the appropriate subsection.

1. _____ No Substantial Owner has been declared in arrearage on his or her child support obligations, by an Illinois court of competent jurisdiction.
2. _____ An Illinois court of competent jurisdiction has issued an order declaring one or more Substantial Owners in arrearage on their child support obligations, however, all such Substantial Owners have entered into court-approved agreements for the payment of all such child support owed, and all such Substantial Owners are in compliance with such agreements.
3. _____ An Illinois court of competent jurisdiction has issued an order declaring one or more Substantial Owners in arrearage on their

child support obligations and: (1) at least one such Substantial Owner has not entered into a court-approved agreement for the payment of all such child support owed, or (2) at least one such Substantial Owner is not in compliance with a court-approved agreement for the payment of all such child support owed, or both (1) and (2).

4. (Signed) Doug Zell There are no Substantial Owners.

VI.

Incorporation Into Contract And Compliance.

The above certifications shall become part of any contract awarded to the Contractor set forth on page 1 of this Contractor's Affidavit and are a material inducement to the City's execution of the contract, contract modification, or contract amendment with respect to which this Contractor's Affidavit is being executed and delivered on behalf of the Contractor. Further, Contractor shall comply with these certifications during the term or performance of the Contract.

Notes 1 -- 6 Contractor's Affidavit.

1. Business entities are affiliated if, directly or indirectly, one controls or has the power to control the other, or if a third person controls or has the power to control both entities. 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 another business entity using substantially the same management, ownership or principals as the first entity.

2. No corporation shall be barred from contracting with any unit of state or local government as a result of a conviction, under either Section 33E-3 or Section 33E-4 of Article 33 of the State of Illinois Criminal Code of 1961, as amended, or any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty, or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent in behalf of the corporation as provided in paragraph (2) of subsection (a) of Section 5-4 of the State of Illinois Criminal Code.

3. For purposes of Section III A of this certification, a person commits the offense of and engages in bid-rigging when he knowingly agrees with any

person who is, or but for such agreement should be, a competitor of such person concerning any bid submitted or not submitted by such person or another to a unit of state or local government when with the intent that the bid submitted or not submitted will result in the award of a contract to such person or another and he either (1) provides such person or receives from another information concerning the price or other material term or terms of the bid which would otherwise not be disclosed to a competitor in an independent noncollusive submission of bids or (2) submits a bid that is of such a price or other material term or terms that he does not intend the bid to be accepted. See 720 ILCS 5/33E-3.

4. For purposes of Section III A of this certification, a person commits the offense of and engages in bid-rotating when, pursuant to any collusive scheme or agreement with another, he engages in a pattern over time (which, for the purposes hereof, shall include at least three (3) contract bids within a period of ten (10) years, the most recent of which occurs after January 1, 1989) of submitting sealed bids to units of state or local government with the intent that the award of such bid rotates, or is distributed among persons or business entities which submit bids on a substantial number of the same contracts. See 720 ILCS 5/33E-4.

5. 65 ILCS 5/11-42.1-1 provides that a municipality may not enter into a contract or agreement with an individual or other entity that is delinquent in the payment of any tax administered by the Illinois Department of Revenue unless the contracting party is contesting, in accordance with the procedures established by the appropriate Revenue Act, its liability for the tax or the amount of the tax or unless the contracting party has entered into an agreement to pay the tax and is in compliance with the Agreement. Notwithstanding the above, the municipality may enter into the contract if the contracting authority for the municipality determines that:

- (1) the contract is for goods or services vital to the public health, safety, or welfare; and
- (2) the municipality is unable to acquire the goods or services at a comparable price and of comparable quality from other sources.

6. "Environmental Restriction" means any statute, ordinance, rule, regulation, permit, permit condition, order or directive relating to or imposing liability or standards of conduct concerning the release or threatened release of hazardous materials, special wastes or other contaminants into the environment, and to the generation, use, storage, transportation, or disposal of construction debris, bulk waste, refuse, garbage, solid wastes, hazardous materials, special wastes or other contaminants, including but not limited to (1) the Comprehensive Environmental Response and Compensation and Liability Act (42 U.S.C. §9601, et seq.); (2) the Hazardous Material Transportation Act (49 U.S.C.

§1801, et seq.); (3) the Resource Conservation and Recovery Act of 1976 (42 U.S.C. §7401, et seq.); (4) the Clean Water Act (33 U.S.C. §1251, et seq.); (5) the Clean Air Act (42 U.S.C. §7401, et seq.); (6) the Toxic Substances Control Act of 1976 (15 U.S.C. §2601, et seq.); (7) the Safe Drinking Water Act (42 U.S.C. §300f); (8) the Occupational Health and Safety Act of 1970 (29 U.S.C. §651, et seq.); (9) the Emergency Planning and Community Right to Know Act (42 U.S.C. §11001, et seq.); and (10) the Illinois Environmental Protection Act (415 ILCS 5/1 through 5/56.6).

VII.

Verification.

Under penalty of perjury, I certify that I am authorized to execute this Contractor's Affidavit on behalf of the Contractor set forth on page 1, that I have personal knowledge of all the certifications made herein and that the same are true.

(Signed) Doug Zell
Signature of Authorized Officer

Doug Zell
Name of Authorized Officer
(Print or Type)

President
Title

(Omitted for printing purposes)
Telephone Number

State of Illinois

County of Cook

Signed and sworn to before me this 23rd day of September, 1997

by Gina Caruso (Name) as Executive Director (Title)
of

Lake View East Chamber of Commerce (Contractor).

(Signed) Gina Marie Caruso
Notary Public Signature

[Official Seal]
Gina Marie Caruso
Notary Public, State of Illinois
My commission expires April 17, 1999.

(Sub)Exhibit 4.
(To Service Provider Agreement For
Special Service Area Number 8)

Contract Insurance Requirements

Special Services Area Number 8

Lake View East Chamber Of Commerce

Contractor.

The Contractor shall provide and maintain at Contractor's own expense, during the term of this Agreement, and during the time period following expiration if Contractor is required to return and perform additional Services, the insurance coverages and requirements specified below, insuring all operations related to the Agreement.

A. Insurance To Be Provided.

- 1) Workers' Compensation And Employers Liability Insurance.

Workers' Compensation and Employers Liability Insurance, as prescribed by applicable law covering all employees who are to

provide a service under this Agreement and Employers Liability coverage with limits of not less than One Hundred Thousand Dollars (\$100,000) each accident or illness.

2) Commercial General Liability Insurance (Primary And Umbrella).

Commercial General Liability Insurance or equivalent with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage liability. Coverage shall include the following: all premises and operations, products/completed operations, independent contractors, separation of insureds and contractual liability (with no limitation endorsement). The S.S.A.C. and the City of Chicago are to be named as additional insureds on a primary, non-contributory basis for any liability arising directly or indirectly from the Services.

3) Automobile Liability Insurance (Primary And Umbrella).

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Contractor shall provide Automobile Liability Insurance with limits of not less than Three Hundred Thousand Dollars (\$300,000) per occurrence for bodily injury and property damage.

4) Professional Liability Insurance.

When any professional consultants (e.g.; C.P.A.'s attorneys, architects, engineers, construction managers) perform work in connection with this Agreement, Professional Liability Insurance covering acts, errors, or omissions shall be maintained with limits of not less than Five Hundred Thousand Dollars (\$500,000). Coverage shall include contractual liability. 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.

5) Crime.

Contractor shall be responsible for all persons handling funds under this Agreement, against loss by dishonesty, robbery, burglary, theft, destruction, or disappearance, computer fraud,

credit card forgery and other related crime risks. The Contractor may self insure for this exposure.

B. Security Firms.

If the Contractor enters into a subcontract with a Security Firm, such Security Firm shall be certified by the State of Illinois, and the Security Firm's employees shall be registered and certified by the state. Contractor shall ensure and require any Security Firm subcontractor to comply with the Risk Management Division approved Security Firm Insurance Provisions set forth in (Sub)Exhibit 5 of this Agreement, attached hereto and incorporated by references as though fully set forth herein.

C. Other Requirements.

The Contractor will furnish the City of Chicago, Department of Planning and Development, Community and Neighborhood Development, Room 1000, 121 North LaSalle Street, Chicago, Illinois 60602, original Certificates of Insurance evidencing the required coverage 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 Contractor shall submit evidence of insurance on the City of Chicago Insurance Certificate of Coverage Form (copy attached) prior to award of this Agreement. 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 requirements of this Agreement. The failure of the City to obtain certificates or other insurance evidence from Contractor shall not be deemed to be a waiver by the City. The Contractor shall advise all insurers of the Agreement provisions regarding insurance. Non-conforming insurance shall not relieve Contractor of its 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 until proper evidence of insurance is provided.

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

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

The Contractor agrees that insurers shall waive their rights of subrogation against the City of Chicago, its employees, elected officials, agents or representatives.

The Contractor expressly understands and agrees that any coverages and limits furnished by Contractor shall in no way limit the Contractor's liabilities and responsibilities specified within the Agreement documents or by law.

The Contractor expressly understands and agrees that any insurance or self-insurance programs maintained by the City of Chicago shall apply in excess of and not contribute with insurance provided by the Contractor under the 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.

The Contractor shall require all subcontractors to carry the insurance required herein, or Contractor may provide the coverage for subcontractors. All subcontractors shall be subject to the same insurance requirements of Contractor.

If Contractor, or its subcontractors, desires additional coverage, the Contractor and each of its subcontractors, shall be responsible for the acquisition and cost of each additional protection.

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

[(Sub)Exhibit 5 referred to in these Contract Insurance Requirements constitutes (Sub)Exhibit 5 to the Service Provider Agreement and is printed on pages 54240 through 54242 of this Journal.]

[City of Chicago Insurance Certificate of Coverage form referred to in these Contract Insurance Requirements unavailable at time of printing.]

(Sub)Exhibit 5.
(To Service Provider Agreement For
Special Service Area Number 8)

Contract Insurance Requirements

Special Services Area Number 8

Lake View East Chamber Of Commerce

Security Firm.

The Security Firm shall provide and maintain at Security Firm's own expense, until Contract completion, and during the time period following final completion if the Security Firm is required to return and perform additional Services, the insurance coverages specified below, insuring all operations related to the Contract.

A. Insurance To Be Provided.

1) Workers' Compensation And Employers Liability.

Workers' Compensation and Employers Liability Insurance, as prescribed by applicable law covering all employees who are to provide a service under this Contract and Employers Liability coverage with limits of not less than Five Hundred Thousand Dollars (\$500,000) each accident or illness.

2) Commercial General Liability (Primary And Umbrella).

Commercial General Liability Insurance or equivalent with limits of not less than One Million Dollars (\$1,000,000) per occurrence, for bodily injury, personal injury and property damage liability. Coverage shall include the following: all premises and operations, products/completed operations, independent contractors, separation of insureds and contractual liability (with no limitation endorsement). The S.S.A.C., the City of Chicago and the Contractor are to be named as additional insureds on a primary, non-contributory basis for any liability arising directly or indirectly from the work.

3) Automobile Liability Insurance (Primary And Umbrella).

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Contractor shall provide Automobile Liability Insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage.

4) Professional Liability Insurance.

Professional Liability Insurance covering acts, errors, or omissions shall be maintained with limits of not less than One Million Dollars (\$1,000,000). Coverage shall 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.

B. Other Requirements.

The Security Firm will furnish the Contractor original Certificates of Insurance evidencing the required coverage to be in force on the date of this Contract, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Contract. The Security Firm shall submit evidence of insurance prior to Contract award. The receipt of any certificate does not constitute agreement by the Contractor that the insurance requirements in the Contract have been fully met or that the insurance policies indicated on the certificate are in compliance with all Contract requirements. The failure of the Contractor to obtain certificates or other insurance evidence from Security Firm shall not be deemed to be a waiver by the Contractor. The Security Firm shall advise all insurers of the Contract provisions regarding insurance. Non-conforming insurance shall not relieve the Security Firm of its obligation to provide insurance as specified herein. Nonfulfillment of the insurance conditions may constitute a violation of the Contract, and the Contractor retains the right to stop work until proper evidence of insurance is provided.

The insurance shall provide for sixty (60) days prior written notice to be given to the Contractor in the event coverage is substantially changed, canceled, or non-renewed.

Any and all deductibles or self insured retentions on referenced insurance coverages shall be borne by Security Firm.

The Security Firm agrees that insurers shall waive their rights of subrogation against the Contractor and the City of Chicago, its employees, elected officials, agents, or representatives.

The Security Firm expressly understands and agrees that any coverages and limits furnished by the Security Firm shall in no way limit the Security Firm's liabilities and responsibilities specified within the Contract documents or by law.

The Security Firm expressly understands and agrees that any insurance or self-insurance programs maintained by the Contractor shall apply in excess of and not contribute with insurance provided by the Security Firm under the Contract.

The required insurance to be carried 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.

If the Security Firm desires additional coverages, the Security Firm and each of its subcontractors shall be responsible for the acquisition and cost of such additional protection.

The Contractor maintains the right to modify, delete, alter or change these requirements.

AUTHORIZATION OF TAX LEVY AND SERVICE PROVIDER
AGREEMENT WITH BACK OF THE YARDS BUSINESS
ASSOCIATION FOR SPECIAL SERVICE
AREA NUMBER 10.

The Committee on Finance submitted the following report:

CHICAGO, October 28, 1997.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the levy of a tax for Special Service Area Number 10 and to enter into a Service Provider Agreement with the Back of the Yards Business Association, 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.

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, Steele, Beavers, Dixon, Shaw, Buchanan, Frias, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 47.

Nays -- None.

Alderman Natarus 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(1) 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 enacted an ordinance, as amended by an ordinance enacted by the City Council of the City of Chicago 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 ninety one-hundredths of one percent (1.90%) 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 approximately bounded by the area fronting in whole or in part on 47th Street from the Conrail Railroad tracks on the west (2200 West) to Loomis Avenue on the east and on Ashland Avenue from the Conrail Railroad tracks on the north (4000 South) to 49th 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 economic development; and

WHEREAS, The Establishment Ordinance provided for the appointment of the Back of the Yards Special Service Area Commission (the "Commission") for the purpose of recommending to the Mayor and to the City Council a yearly budget based upon the cost of providing the Special Services and further to advise the Mayor and the City Council regarding the amount of the Services Tax to be levied; and

WHEREAS, It is the responsibility of the Commission to recommend to the Department of Planning and Development, the Mayor and the City Council an entity to serve as a service provider (the "Service Provider"), the form of an agreement between the City and the Service Provider for the provision of Special Services to the Area, and a line item budget to be included in the agreement between the City and the Service Provider; 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 and to the City Council its recommendations for a budget to provide the Special Services in the Area for the fiscal year commencing January 1, 1998, has advised the Mayor and the City Council concerning the Services Tax for the tax year 1997 for the purpose of providing funds necessary to provide the Special Services and has recommended to the Department of Planning and Development, the Mayor and the City Council an agreement with the Service Provider, whose terms and conditions provide for the expenditure of the Services Tax for the provision of the Special Services for the fiscal year commencing January 1, 1998, in substantially the form attached hereto as Exhibit A; and

WHEREAS, Certain members of the Commission may serve from time to time on the Board of Directors of the Service Provider, or serve the Service Provider in some other voluntary capacity, which such service shall provide no financial compensation in any manner to such Commission member; 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, 1998 and ending December 31, 1998.

	Expenditures
Service Provider Agreement for the provision of Special Services	\$397,959
TOTAL BUDGET REQUEST:	\$397,959

Source Of Funding

Tax levy at a rate not to exceed one and ninety one-hundredths of one percent (1.90%) of the assessed value, as equalized, of taxable property within Special Service Area Number 10	\$397,959

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 Special Service Area Act and pursuant to the provisions of the Establishment Ordinance, the sum of Three Hundred Ninety-seven Thousand Nine Hundred Fifty-nine Dollars (\$397,959) as the amount of the Services Tax for the year 1997.

SECTION 4. Filing. The City Clerk is hereby ordered and directed to file in the Office of the County Clerk of Cook County, Illinois a certified copy of this ordinance on or prior to December 30, 1997, 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 1997 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 of the Department of Planning and Development (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 agreement with the Back of the Yards Business Association, an Illinois not-for-profit corporation, in substantially the form attached hereto as Exhibit A and hereby made a part hereof (the "Service Provider Agreement"), and such other supporting documents, if any, as may be necessary to carry out and comply with the provisions of the Service Provider Agreement, with such changes, deletions and insertions as shall be approved by the persons executing the Service Provider Agreement.

SECTION 6. Exemption. The Service Provider Agreement is hereby declared exempt from Section 2-156-020 of the Municipal Code of the City of Chicago.

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 pamphlet form, by preparing at least one hundred (100) copies thereof, which copies are to be made available in his 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 ten (10) days after its passage and publication.

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

Exhibit "A".

Agreement For Special Service Area Number 10

Between

The City Of Chicago

(Represented By The Special Service Area Commission)

And

Back Of The Yards Business Association,

Effective January 1, 1998 Through December 31, 1998.

This Agreement for the management of Special Service Area Number 10 is entered into by and between the Back of the Yards Business Association, an Illinois not-for-profit corporation ("Contractor"), and 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.

Recitals.

Whereas, Special service areas may be established pursuant to Article VII, §§ 6(1) 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.; and

Whereas, The City Council of the City of Chicago ("City Council") has established a special service area known and designated as "Special Service Area Number 10" ("Area"), to provide special services in addition to those services provided generally by the City ("Special Services"). The City Council has further authorized the levy of an annual ad valorem real property tax in the Area sufficient to produce revenues required to provide those Special Services but not to exceed one and nine-tenths percent (1.9%) of the equalized assessed value of all property within the Area ("Service

Tax”), all as provided in the Establishment Ordinance (hereinafter defined); and

Whereas, The City Council on _____, 1997, authorized the levy of the Service Tax and appropriation of the funds therefrom for the provision of the Special Services in the Area for fiscal year 1998; and

Whereas, The Contractor and the City desire to enter into this Agreement to provide such Special Services in the Area and the Contractor is ready, willing and able to enter into this Agreement to provide the Special Services to the full satisfaction of the City;

Now, Therefore, In consideration of the mutual promises contained in this Agreement, the City and the Contractor agree as follows:

Article 1.

Incorporation Of Recitals.

The recitals set forth above are incorporated by reference as if fully set forth herein.

Article 2.

Definitions.

The following words and phrases shall have the following meanings for purposes of this Agreement:

“Agreement” means this Special Service Area Agreement, including all (sub)exhibits attached to it and incorporated in it by reference, and all amendments, modifications or revisions made in accordance with its terms.

“Commissioner” means the Commissioner of the Department of Planning and Development or his duly authorized representative.

“Construction” means landscaping, building activities, including but not limited to, physical building improvements, installations, and other fixed works, but does not include pre-development work (design and preparation of specifications).

"Days" means business days in accordance with the City of Chicago business calendar.

"Department" means the City of Chicago Department of Planning and Development.

"Establishment Ordinance" means, collectively, the ordinances enacted by the City Council on September 13, 1989 and November 15, 1995 and any subsequent amendments thereto authorizing imposition of the Service Tax and setting forth the Special Services to be provided in the Area.

"Risk Management Department" means the Risk Management Office of the Department of Finance which is under the direction of the Comptroller of the City and is charged with reviewing and analyzing insurance and related liability matters for the City.

"Security Firm" means a business entity certified by the State of Illinois pursuant to the Private Detective, Private Alarm and Private Security Act of 1993, 225 ILCS 446/1, et seq., and whose employees are licensed by the State of Illinois.

"Services" means, collectively, the services, duties and responsibilities described in Article 3 and (Sub)Exhibit 1 (Scope of Services) of this Agreement and any revisions thereof and any and all work necessary to complete them or carry them out fully and to the standard of performance required in this Agreement.

"Service Tax Funds" means the amount actually collected pursuant to the Service Tax.

"Special Service Area Commission (S.S.A.C.)" means the body established pursuant to the Establishment Ordinance, known as the Back of the Yards Special Service Area Commission, to prepare the Budget, identify a Contractor and supervise the provision of the Special Services in the Area.

"Subcontractor" means any person or entity with whom Contractor contracts to provide any part of the Services, including subcontractors of any tier, subconsultants of any tier, suppliers and materialmen, whether or not in privity with the Contractor.

Article 3.

Duties And Responsibilities Of Contractor.

3.01 Scope Of Services.

The Services which the Contractor shall provide include, but are not limited to, those described in this Article 3 and in (Sub)Exhibit 1 which is attached hereto and incorporated by reference as if fully set forth herein. The S.S.A.C. reserves the right to require the Contractor to perform revised services which are within the general scope of services of this Agreement and of the Special Services identified in the Establishment Ordinance, subject to the same terms and conditions herein. Revised services shall be limited to changes or revisions to the line items in the Budget, shall not affect the maximum compensation, and shall require the prior written approval of the S.S.A.C.. The S.S.A.C. may, by written notice to the Department and the Contractor, delete or amend the figures contained and described in the Budget attached hereto as (Sub)Exhibit 2 and incorporated by reference as if fully set forth herein. The Contractor shall provide the Services in accordance with the standards of performance set forth in Section 3.02. The Contractor Shall Not Engage In Construction Or Any Activity Constituting A Public Improvement Under Illinois Law.

3.02 Standard Of Performance.

The Contractor shall perform all Services with that degree of skill, care and diligence normally shown by a contractor performing services of a scope, purpose and magnitude comparable to the Services to be provided hereunder. The Contractor shall at all times use its best efforts on behalf of the City to assure timely and satisfactory rendering and completion of its Services.

The Contractor shall at all times act in the best interests of the City consistent with the professional obligations assumed by it in entering into this Agreement. The Contractor shall perform all Services in accordance with the terms and conditions of this Agreement and to the full satisfaction of the S.S.A.C.. The Contractor agrees to furnish efficient business administration and supervision to render and complete the Services at reasonable cost.

The Contractor shall assure that all Services which require the exercise of professional skills or judgment shall be accomplished by professionals qualified and competent in the applicable discipline and appropriately licensed, if required by law. The Contractor shall remain responsible for the professional and technical accuracy of all Services provided, whether by the Contractor or its Subcontractors or others on its behalf.

If the S.S.A.C. determines that the Contractor has failed to comply with the foregoing standards, the Contractor shall perform again, at its own expense, all Services required to be reperfomed as a direct or indirect result of such failure. Any review, approval, acceptance or payment for any or all of the Services by the City shall not relieve the Contractor of its responsibility for the professional and technical accuracy of all Services. This provision in no way limits the City's rights against Contractor, either under this Agreement, at law or in equity.

3.03 Personnel.

The Contractor shall, immediately upon receiving a fully executed copy of this Agreement, assign and maintain during the term of this Agreement and any extension thereof an adequate staff of competent personnel which is fully equipped, licensed as appropriate, available as needed, qualified and assigned to perform the Services. Salaries and wages due of all employees of the Contractor performing Services under this Agreement shall be paid unconditionally and at least once a month without deduction or rebate on any account, except only for such payroll deductions as are mandatory by law or are permitted under applicable law and regulations.

3.04 Nondiscrimination.

A. Federal Requirements.

It shall be an unlawful employment practice for the Contractor (1) to fail or refuse to hire or to discharge any individual, or otherwise to discriminate against any individual with respect to his compensation, or the terms, conditions, or privileges of his employment, because of such individual's race, color, religion, sex, age, handicap or national origin; or (2) to limit, segregate, or classify its employees or applicants for employment in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect his status as an employee, because of such individual's race, color, religion, sex, age, handicap or national origin.

The Contractor shall comply with the Civil Rights Act of 1964, 42 U.S.C. § 2000, et seq., as amended. Attention is called to: Exec. Order No. 11,246, 30 Fed. Reg. 12,319 (1965), reprinted in 42 U.S.C. § 2000(e) Note, as amended by Exec. Order No. 11,375, 32 Fed. Reg. 14,303 (1967) and by Exec. Order No. 12,086, 43 Fed. Reg. 46,501 (1978); Age Discrimination Act, 42 U.S.C. §§ 6101 -- 6106; Rehabilitation Act of 1973, 29 U.S.C. §§ 793 -- 794; and Americans with Disabilities Act of 1990, 42 U.S.C. § 12,101, et seq., and 41 C.F.R. Part 60, et seq.

B. State Requirements.

Contractor shall comply with the Illinois Human Rights Act, 775 ILCS 5/1-101, et seq., the Equal Employment Opportunity Clause, Ill. Admin. Code, Title 5, §750 Appendix A and the Public Works Employment Discrimination Act, 775 ILCS 10/0.01, et seq., as amended.

C. City Requirements.

Contractor shall comply with the Chicago Human Rights Ordinance, §2-160-010, et seq., as amended, of the Municipal Code of Chicago.

3.05 Insurance.

The Contractor shall comply with the insurance provisions attached hereto as (Sub)Exhibit 4 and incorporated by reference as if fully set forth herein, or such other insurance provisions as may be required in the reasonable judgment of the Risk Management Division. If the Contractor enters into a subcontract with a Security Firm, such Security Firm shall comply with the insurance provisions attached hereto as (Sub)Exhibit 5 and incorporated by reference as if fully set forth herein, or such other insurance provisions as may be required in the reasonable judgment of the Risk Management Division. If the Contractor subcontracts with a Subcontractor other than a Security Firm, such Subcontractor shall comply with the Contractor insurance provisions attached hereto as (Sub)Exhibit 4 or the Contractor may provide coverage for such Subcontractors.

3.06 Indemnification.

The Contractor agrees to protect, defend, indemnify, keep, save and hold the City, its officers, officials, S.S.A.C. members, employees and agents free and harmless from and against any and all liabilities, losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind, nature and character arising out of or relating to any and all claims, liens, demands, obligations, actions, suits, judgments or settlements, proceedings or causes of action of every kind, nature and character in connection with or arising directly or indirectly out of this Agreement and/or the performance hereof by the Contractor, its officials, agents, employees and Subcontractors, including but not limited to, the enforcement of this indemnification provision (collectively, "Claims"). Without limiting the foregoing, any and all such Claims, relating to personal injury, death, damage to property, defects in material or workmanship, actual or alleged infringement of any patent, trademark,

copyright or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder. The Contractor further agrees to investigate, handle, respond to, provide defense for and defend all suits for any and all Claims, at its sole expense and agrees to bear all other costs and expenses related thereto, even if the Claims are considered groundless, false or fraudulent.

The City shall have the right, at its option and at its own expense, to participate in the defense of any suit, without relieving the Contractor of any of its obligations under this indemnity provision. The Contractor expressly understands and agrees that the requirements set forth in this indemnity to protect, defend, indemnify, keep, save and hold the City free and harmless are separate from and not limited by the Contractor's responsibility to obtain insurance or to provide a bond pursuant to other sections in this Agreement. Further, the indemnities contained in this section shall survive the expiration or termination of this Agreement.

3.07 Records And Audits.

The Contractor shall deliver all documents, data, studies, reports or information to the S.S.A.C. promptly in accordance with the time limits prescribed herein and if no time limit is specified, then upon reasonable demand therefor, or, if requested, upon termination or completion of the Services.

The Contractor and any Subcontractors shall furnish the S.S.A.C. with semi-annual reports or provide such information as may be requested relative to the performance and cost of the Services. The Contractor shall maintain records showing actual time devoted and costs incurred. The Contractor shall keep books, documents, records and accounts in connection with the Services open to inspection, copying, abstracting, transcription and independent audit by City employees or agents and shall make these records available to the City at reasonable times during the performance of its Services. In addition, Contractor shall retain them in a safe place and make them available for an independent audit, inspection, copying and abstracting for at least five (5) years after the final payment made in connection with this Agreement.

The Contractor Shall Not Commingle Service Tax Funds With Funds From Other Sources, and to the extent that the Contractor conducts any business operations separate and apart from the Services hereunder using, for example, personnel, equipment, supplies or facilities also used in connection with this Agreement, then the Contractor shall maintain and make similarly available to the City detailed records supporting the Contractor's allocation to this Agreement of the costs and expenses attributable to any such shared usages.

The Contractor shall provide an annual audited financial statement to the S.S.A.C. and the Department within one hundred twenty (120) calendar days after the end of the calendar year and the system of accounting shall be in accordance with generally accepted accounting principles and practices, consistently applied throughout. No provision in this Agreement granting the City a right of access to records and documents is intended to impair, limit or affect any right of access to such records and documents which the City would have had in the absence of such provisions.

3.08 Subcontracts And Assignments.

The Contractor shall not assign, delegate, subcontract or otherwise transfer all or any part of its rights or obligations under this Agreement or any part hereof, unless otherwise provided for herein or without the express written consent of the S.S.A.C.. The absence of such provision or written consent shall void the attempted assignment, delegation or transfer and shall be of no effect as to the Services or this Agreement.

All subcontracts, all approvals of Subcontractors and any assignment to which the S.S.A.C. consents shall be, regardless of their form, deemed conditioned upon performance by the Subcontractor or assignee in accordance with the terms and conditions of this Agreement.

If the Contractor subcontracts for security services, the Subcontractor shall be a Security Firm certified by the State of Illinois and the Security Firm's employee shall be licensed by the State of Illinois. The Contractor, upon entering into any subcontract with a Security Firm, shall furnish the S.S.A.C. and the Department with a copy of the subcontract for their approval. The City expressly reserves the right to approve all Security Firm subcontracts.

Article 4.

Term Of Services.

This Agreement shall take effect as of January 1, 1998 ("Effective Date") and shall continue through December 31, 1998 or until the Agreement is terminated in accordance with its terms. The City may extend this Agreement by a written amendment in accordance with Section 8.03 for one six (6) month period under the same terms and conditions except for a revised budget and scope of services. However, the extension shall expire whenever a new Agreement between the City and Contractor takes effect.

*Article 5.**Compensation.***5.01 Basis Of Payment.**

The maximum compensation that the Contractor may be paid under this Agreement is Three Hundred Ninety-seven Thousand Nine Hundred Fifty-nine Dollars (\$397,959) or the total amount of Service Tax Funds actually collected for tax year 1997, whichever is less.

The City Comptroller will transfer the Service Tax Funds to the Contractor as received. The Contractor shall reimburse its Subcontractors for Services satisfactorily performed pursuant to the Budget.

5.02 Budget For Services.

The Contractor in conjunction with the S.S.A.C. has prepared a Budget, attached hereto as (Sub)Exhibit 2 and incorporated by reference as if fully set forth herein, covering each services described in the Scope of Services. The S.S.A.C. reserves the right to transfer funds between line items or make Budget revisions which do not affect the maximum compensation set forth in Section 5.01. The S.S.A.C. shall revise the Budget if any part of the Contractor's Services is terminated.

5.03 Method Of Payment.

The Contractor shall establish a separate checking account ("Account") in a bank authorized to do business in the State of Illinois that is insured by the Federal Deposit Insurance Corporation. All Service Tax Funds that the Comptroller transfers to the Contractor shall be deposited in the Account and disbursements from the Account shall be pursuant to this Agreement. The Contractor Shall Not Commingle Service Tax Funds With Funds From Other Sources. The Contractor shall provide to the S.S.A.C. the signature card and sample check from the bank which shows the signature(s) of the Contractor's authorized representative(s). The S.S.A.C. reserves the right to audit the account and require the Contractor to refund any funds which were not spent pursuant to the Budget or which were not approved by the S.S.A.C.. The name and address of the bank is _____ and the wire transfer and the Account numbers are _____.

All funds remaining in the Account at the expiration or termination of this Agreement, including any interest earned, belong to the City for the benefit of the Area and shall be returned to the City to be used only for Special Services. However, if the City and the Contractor enter into a

subsequent agreement for Special Services, the funds may remain in the Account to be used pursuant to the subsequent agreement.

5.04 Criteria For Payment.

The S.S.A.C., in its sole discretion, shall determine the reasonableness, allocability and allowability of any rates, costs and expenses charged or incurred by the Contractor.

5.05 Funding.

Payments under this Agreement shall be made from Service Tax Funds in fund number 332-99-2005-0161-0161 and are subject to the availability of funds therein.

Article 6.

Special Conditions.

6.01 Warranties And Representations.

In connection with the execution of this Agreement, the Contractor warrants and represents:

- A. that it is financially solvent; that it and each of its employees, agents, and Subcontractors are competent to perform the Services required; that it is legally authorized to execute and perform or cause to be performed this Agreement under the terms and conditions stated herein; and
- B. that it shall not knowingly use the services of any ineligible Subcontractor for any purpose in the performance of the Services; and
- C. that it and its Subcontractors are not in default at the time of the execution of this Agreement, or deemed by the Department to have, within five (5) years immediately preceding the date of this Agreement, been found to be in default on any contract awarded by the City; and
- D. that it and, to the best of its knowledge, its Subcontractors are not in violation of the provisions of §2-92-320 of the Municipal Code of Chicago, 720 ILCS 5/33E-1, et seq. of the Criminal Code of 1961 and 65 ILCS 5/11-42.1-1 of the Illinois Municipal Code; and

- E. that it shall be the duty of the Contractor, all Subcontractors and their respective officers, directors, agents, partners and employees to cooperate with the Inspector General in any investigation or hearing undertaken pursuant to Chapter 2-56 of the Municipal Code of Chicago; that it understands and will abide by all provisions of Chapter 2-56 of the Municipal Code of Chicago and all subcontracts shall inform Subcontractors of such provision and require understanding and compliance therewith; and
- F. that it shall comply with the MacBride Principles Ordinance, §2-92-580 of the Municipal Code of Chicago, through which the City seeks to promote fair and equal employment opportunities and labor practice for religious minorities in Northern Ireland and provide a better working environment for all citizens in Northern Ireland; that in accordance with the MacBride Principles Ordinance, if the Contractor conducts any business operations in Northern Ireland, it shall make all reasonable and good faith efforts to conduct such business operations in accordance with the MacBride Principles for Northern Ireland as defined in Illinois Public Act 85-1390 (1988 Ill. Laws 3220); and
- G. that, except only for those representations, statements, or promises expressly contained in this Agreement and any (sub)exhibits attached hereto, no representation, statement or promise, oral or written, or of any kind whatsoever, by the City, its officers, agents, or employees, has induced the Contractor to enter into this Agreement; and
- H. that the Contractor understands and agrees that any certification, affidavit or acknowledgement made under oath in connection with this Agreement is made under penalty of perjury and, if false, is also cause for termination for default.

6.02 Contractor's Affidavit.

The Contractor has provided the City with a Contractor's Affidavit, which is attached as (Sub)Exhibit 3 and incorporated by reference as if fully set forth herein.

6.03 Conflict Of Interest.

Pursuant to Chapter 2-156 of the Municipal Code of Chicago and 65 ILCS 5/3.1-55-10, no member of the governing body of the City, no other officer, employee, S.S.A.C. member, or agent of the City who exercises any functions or responsibilities in connection with the Services to which this Agreement

or any related subcontract pertain, and no relative of any S.S.A.C. member shall have any personal economic or financial interest, directly or indirectly, in this Agreement or any such subcontract except to the extent that such benefits are provided equally to all residents and/or business owners in the Area. Furthermore, no S.S.A.C. member, relative of any S.S.A.C. member, City official, agent or employee shall be a Subcontractor, employee or shareholder of the Contractor or receive anything of value from the Contractor.

No member of or delegate to the Congress of the United States or the Illinois General Assembly and no alderman of the City or City employee shall be admitted to any share or part of this Agreement or to any financial benefit to arise from it. The Contractor acknowledges that any agreement entered into, negotiated or performed in violation of any of the provisions of Chapter 2-156 shall be voidable by the City.

The Contractor covenants that it, its officers, directors and employees, and the officers, directors and employees of each of its members if a joint venture, and Subcontractors, presently have no financial interest and shall acquire no interest, direct or indirect, which would conflict in any manner or degree with the performance of the Services. The Contractor further covenants that in the performance of this Agreement no person having any such interest shall be employed. The Contractor agrees that if the Commissioner in his reasonable judgment, determines that any of Contractor's services for others conflict with the Services the Contractor is to provide for the City under this Agreement, the Contractor shall terminate such other services immediately upon request of the City.

6.04 Non-Liability Of Public Officials.

No official, employee or agent of the City shall be charged personally by the Contractor, or by any assignee or Subcontractor of the Contractor, with any liability or expenses of defense or be held personally liable to them under any term or provision hereof, because of the City's execution or attempted execution hereof; or because of any breach hereof.

6.05 Independent Contractor.

The Contractor shall perform under this Agreement as an independent contractor to the City and not as a representative, employee, agent, or partner of the City.

Article 7.

*Events Of Default, Remedies, Termination,
Right To Offset, Suspension.*

7.01 Events Of Default Defined.

The following shall constitute events of default:

- A. Any material misrepresentation, whether negligent or willful and whether in the inducement or in the performance, made by Contractor to the City.
- B. Contractor's material failure to perform any of its obligations under the Agreement including, but not limited to, the following:
 - (1) failure to commence or ensure timely completion of the Services due to a reason or circumstance within Contractor's reasonable control;
 - (2) failure to perform the Services in a manner satisfactory to the City;
 - (3) failure to promptly re-perform within a reasonable time Services that were rejected as erroneous or unsatisfactory;
 - (4) discontinuance of the Services for reasons within the Contractor's reasonable control;
 - (5) failure to comply with a material term of this Agreement, including but not limited to the provisions concerning insurance and nondiscrimination; and
 - (6) any other acts specifically and expressly stated in this Agreement as constituting an event of default.

7.02 Remedies.

The occurrence of any event of default which the Contractor fails to cure within thirty (30) calendar days after receipt of notice specifying such default or which, if such event of default cannot reasonably be cured within thirty (30) calendar days after notice, the Contractor fails, in the sole opinion of the Commissioner, to commence and continue diligent efforts to cure, shall permit the City to declare the Contractor in default. Whether to

declare the Contractor in default is within the sole discretion of the Commissioner. Written notification of the default, and any intention of the City to terminate the Agreement, shall be provided to the Contractor and such decision shall be final and effective upon the Contractor's receipt of such notice. Upon receipt of such notice, the Contractor must discontinue any services, unless otherwise directed in the notice, and deliver all materials accumulated in the performance of this Agreement, whether completed or in the process of completion, to the City.

If the City considers it to be in its best interest, it may elect not to declare default or to terminate this Agreement. The parties acknowledge that this provision is solely for the benefit of the City and that if the City permits the Contractor to continue to provide the Services despite one (1) or more events of default, the Contractor shall in no way be relieved of any of its responsibilities, duties or obligations under this Agreement nor shall the City waive or relinquish any of its rights. No delay or omission to exercise any right accruing upon any event of default shall impair any such right nor shall it be construed as a waiver of any event of default or acquiescence therein, and every such right may be exercised from time to time and as often as may be deemed expedient.

7.03 Right To Offset.

The City reserves its right under §2-92-380 of the Municipal Code of Chicago. The Commissioner shall consult with the S.S.A.C. before exercising such rights.

7.04 Suspension.

The City may at any time request that the Contractor suspend its Services, or any part thereof, by giving fifteen (15) days prior written notice to the Contractor or upon no notice in the event of emergency. No costs incurred after the effective date of such suspension shall be allowed. The Contractor shall promptly resume its performance upon written notice by the Department. The Budget may be revised pursuant to Section 5.02 to account for any additional costs or expenses actually incurred by the Contractor as a result of recommencing the Services.

7.05 No Damages For Delay.

The Contractor agrees that it, its members, if a partnership or joint venture and its Subcontractors shall make no claims against the City for damages, charges, additional costs or hourly fees for costs incurred by reason of delays or hindrances by the City in the performance of its obligations under this Agreement.

7.06 Early Termination.

In addition to termination for default, the S.S.A.C. may terminate this Agreement or any portion of the Services to be performed under it at any time by a written notice to the Contractor when the Agreement may be deemed to be no longer in the best interests of the Area. If the S.S.A.C. elects to terminate the Agreement in full, all Services shall cease and all materials accumulated in performing this Agreement, whether completed or in the process of completion, shall be delivered to the Department within ten (10) days after receipt of the notice or by the date stated in the notice.

During the final ten (10) days or other time period stated in the notice, the Contractor shall restrict its activities, and those of its Subcontractors, to winding down any reports, analyses, or other activities previously begun. No costs incurred after the effective date of the termination shall be allowed. Payment for any Services actually and satisfactorily performed before the effective date of the termination shall be on the same basis as set forth in Article 5 hereof, but if any compensation is described or provided for on the basis of a period longer than ten (10) days, then the compensation shall be prorated accordingly.

If a court of competent jurisdiction determines that the S.S.A.C.'s election to terminate this Agreement for default has been wrongful, then such termination shall be deemed to be an early termination.

Article 8.

General Conditions.

8.01 Entire Agreement.

This Agreement, and the (sub)exhibits attached hereto and incorporated hereby, shall constitute the entire Agreement between the parties and no other warranties, inducements, considerations, promises, or interpretations shall be implied or impressed upon this Agreement that are not expressly addressed herein.

8.02 Counterparts.

This Agreement is comprised of several identical counterparts, each to be fully executed by the parties and each to be deemed an original having identical legal effect.

8.03 Amendments.

No changes, amendments, modifications, or discharge of this Agreement, or any part thereof, shall be valid unless in writing and signed by the authorized agent of the Contractor and the Commissioner, or their successors and assigns. The City shall incur no liability for revised services without a written amendment to this Agreement pursuant to this section.

8.04 Compliance With All Laws.

The Contractor shall at all times observe and comply with all applicable laws, ordinances, rules, regulations and executive orders of the federal, state and local government, now existing or hereinafter in effect, which may in any manner affect the performance of this Agreement. Provisions required by law, ordinances, rules, regulations, or executive orders to be inserted shall be deemed inserted whether or not they appear in this Agreement or, upon application by either party, this Agreement shall forthwith be amended to literally make such insertion; however, in no event shall the failure to insert such provisions prevent the enforcement of this Agreement.

8.05 Compliance With A.D.A. And Other Accessibility Laws.

The Contractor warrants that all services provided under this Agreement shall comply with all accessibility standards for persons with disabilities or environmentally limited persons including, but not limited to the following: Americans with Disabilities Act of 1990, 42 U.S.C. § 12101, et seq. and Rehabilitation Act of 1973, 29 U.S.C. §§ 793 -- 794. In the event that the above cited standards are inconsistent, the Contractor shall comply with the standard providing greater accessibility.

8.06 Assigns.

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.

8.07 Cooperation.

The Contractor agrees at all times to cooperate fully with the City and to act in the City's best interests. Upon the termination or expiration of this Agreement, the Contractor shall make every effort to assure an orderly transition to another provider of the Services, if any, orderly demobilization of its own operations in connection with the Services, uninterrupted provision of Services during any transition period and shall otherwise

comply with reasonable requests of the Department in connection with this Agreement's termination or expiration.

8.08 Miscellaneous Provisions.

Whenever under this Agreement the City by a proper authority waives the Contractor's performance in any respect or waives a requirement or condition to the Contractor's performance, the waiver, whether express or implied, shall only apply to that particular instance and shall not be deemed a waiver forever or for subsequent instances of the performance, requirement or condition. No waiver shall be construed as a modification of the Agreement regardless of the number of times the City may have waived the performance, requirement or condition.

Article 9.

Notices.

Notices provided for herein shall be in writing and may be delivered personally or by United States mail, first class, certified, return receipt requested, with postage prepaid and addressed as follows:

If To The City:

Back of the Yards Neighborhood Council
Special Service Area Number 10
1751 West 47th Street
Chicago, Illinois 60609
Attention: Executive Director

Department of Planning and Development
City Hall, Room 1000
121 North LaSalle Street
Chicago, Illinois 60602
Attention: Commissioner

With Copies To:

Department of Law
City Hall, Room 511
121 North LaSalle Street
Chicago, Illinois 60602
Attention: Corporation Counsel

If To Contractor: Back of the Yards Business Association
1751 West 47th Street, 2nd Floor
Chicago, Illinois 60609
Attention: _____

Changes in the above-referenced addresses must be in writing and delivered in accordance with the provisions of this section. Notices delivered by mail shall be deemed received three (3) days after mailing in accordance with this section. Notices delivered personally shall be deemed effective upon receipt.

Article 10.

Authority.

10.01 City Authority.

This Agreement is entered into pursuant to a City Council ordinance enacted by virtue of the home rule authority conferred on the City under Section 6(a), Article VII of the 1970 Constitution of the State of Illinois.

10.02 Contractor's Authority.

Execution of this Agreement by the Contractor is authorized by a resolution of its Board of Directors, if a corporation, and the signature of each person signing on behalf of the Contractor has been made with complete and full authority to commit the Contractor to all terms and conditions of this Agreement, including each and every representation, certification and warranty contained herein, including without limitation such representations, certifications and warranties collectively attached hereto and incorporated by reference herein.

In Witness Whereof, The City and the Contractor have executed this Agreement on the date first set forth above, at Chicago, Illinois.

Recommended By:

Chairperson, Special Services
Area Commission

10/28/97

REPORTS OF COMMITTEES

54265

City of Chicago

By: _____
Commissioner, Department of
Planning and Development

Approved As To Form And Legality:

Assistant Corporation Counsel

Contractor

By: _____

Its: _____

AttestedBy: _____

Its: _____

Subscribed and sworn to before me
this ____ day of _____, 19__.

Notary Public

(Sub)Exhibits 1, 2, 3, 4 and 5 referred to in this Service Provider Agreement
read as follows:

(Sub)Exhibit 1.
*(To Service Provider Agreement For
Special Service Area Number 10)*

*Back Of The Yards Business Association
1751 West 47th Street
Chicago, Illinois 60609-3889.*

*Scope Of Services Provided For Special Service Area
Number 10.*

The Back of the Yards Business Association (B.Y.B.A.), will provide the following services on behalf of Special Service Area Number 10 as per the terms of the preceding contract:

- I. Sidewalk Sweeping.
 - A. Maintain and empty eighty (80) garbage cans daily.
 - B. Sweep sidewalks and gutters daily.
 - C. Clear sidewalks of snow where needed.
- II. Street Beautification.
 - A. Coordinate and maintain four (4) sets of seasonal banners to be displayed on every light pole within Special Service Area Number 10.
 - B. Coordinate installation and removal of Christmas decorations distributed evenly throughout Special Service Area Number 10.
 - C. Monitor and maintain trees along commercial strip as best as possible.
- III. Promotions.
 - A. Coordinate seasonal promotions.
 - B. Coordinate summer sidewalk sale and fest.
 - C. Coordinate "El Grito" parade and fest.

- D. Develop new promotions as needed to promote businesses with Special Service Area Number 10.

IV. Shuttle Bus Service.

- A. Provide full-time bus driver.
- B. Provide administrative duties in scheduling rides.

V. Security Patrol.

- A. Coordinate security program to ensure merchants' satisfaction of service.
- B. Monitor security firm to ensure contract compliance.

VI. Other Services.

The Back of the Yards Business Association will assume other services as needed, pending approval from governing boards of both Back of the Yards Business Association and Special Service Area Number 10.

(Sub)Exhibit 2.
(To Service Provider Agreement For
Special Service Area Number 10)

Department Of Planning And Development
Proposed Special Service Area Budget.

Special Service Area Name
and Number:

Back of the Yards
Number 10.

Chairman, Special Service Area:

Patrick J. Salmon

Telephone Number:

(Omitted for printing purposes)

Sole Service Provider:

Back of the Yards Business
Association

Program Manager: Mark E. Roschen
Telephone Number: (Omitted for printing purposes)
Budget Period: January 1, 1998 to
December 31, 1998

Item	Budget Year 1998
Accounting and Auditing	\$ 5,000
Advertising and Promotion	120,000
Consultant Services:	...
Equipment	...
Equipment Maintenance	...
Insurance	4,000
Legal Fees	...
License Fees	...
Maintenance	...
Snow Plowing	...
Street Maintenance/ Beautification	74,660
Security Services	67,400
Training and Workshops	...
Transportation	...
Office Expenses:	
Employees' Benefits	17,863
Office Equipment	1,240

Item	Budget Year 1998
Office Rent	\$ 3,000
Postage	...
Printing/Publications	...
Salaries	44,000
Subscriptions/Dues	...
Supplies	...
Telephone	480
Utilities	...
Other:	
Shuttle Bus	40,418
Contingency Fund for Uncollected Taxes (5% of Budget)	19,898
TOTAL:	\$397,959

Estimated Tax Levy: 1.9%

(Sub)Exhibit 3.
(To Service Provider Agreement For
Special Service Area Number 10)

Contractor's Affidavit.

Specification Number: _____

Bidder/Proposer Name: Back of the Yards Special Service Area Number 10

Bidder/Proposer Address: 1751 West 47th Street

Chicago, Illinois 60609

Federal Employer I.D. Number: 36-3166395

or Social Security Number: _____

Instructions: For Use With A Contract Funded In Whole By City Or State Funds. Every Contractor submitting a bid/proposal to the City of Chicago must complete this Contractor's Affidavit. Special attention should be paid to Sections I (pages 1 to 4), II (page 4), and IV A (2) (page 8), which require the Contractor to provide certain information to the City. The Contractor must sign the appropriate line in Section III C (page 6) and Section IV A (pages 7 and 8) and Section V (pages 8 and 9) and must complete and sign before a notary public the verification, Section VII (page 10). Please note that in the event the Contractor is a joint venture, the joint venture and each of the joint venture partners must submit a completed Contractor's Affidavit. In the event that the Contractor is unable to certify to any of the statements contained herein, Contractor must contact the Department of Purchases, Contracts and Supplies for the City of Chicago and provide a detailed factual explanation of the circumstances leading to the Contractor's inability to so certify.

The undersigned Mark E. Roschen, as Executive Vice President
(Name) (Title)

and on behalf of Back of the Yards Business Association ("Contractor")
(Business Name)

having been duly sworn under oath certifies that:

I.

Disclosure Of Ownership Interests.

Pursuant to Chapter 2-154 of the Municipal Code of Chicago (the "Municipal Code"), all bidders/proposers shall provide the following information with their bid/proposal. If the question is not applicable, answer with "NA". If the answer is none, please answer "None".

Bidder/Proposer is a: ☐ Corporation ☐ Sole Proprietor
 (Check One) ☐ Partnership ☒ Not-for-Profit Corporation
☐ Joint Venture ☐ Other

Section 1.

For Profit Corporations.

a. Incorporated in the State of _____

b. Authorized to do business in the State of Illinois: Yes ☐ No ☐

c. Names of all officers of corporation (or attach list): Names of all directors of corporation (or attach list):

Name (Print or Type)	Title (Print or Type)	Name (Print or Type)	Title (Print or Type)

_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

d. If the corporation has fewer than one hundred (100) shareholders, indicate here or attach a list of names and addresses of all shareholders and the percentage interest of each.

Name (Print or Type)	Address	Ownership Interest
None	_____	_____ %
_____	_____	_____ %
_____	_____	_____ %
_____	_____	_____ %

- e. Is the corporation owned partially or completely by one or more other corporations? Yes ☐ No ☐

If "Yes", provide the above information, as applicable, for each of said corporations.

- f. If the corporation has one hundred (100) or more shareholders, indicate here or attach a list of names and addresses of all shareholders owning shares equal to or in excess of seven and five-tenths percent (7.5%) of the proportionate ownership of the corporation and indicate the percentage interest of each.

Name (Print or Type)	Address	Ownership Interest
None		%
		%
		%
		%

Note: Generally, with corporations having one hundred (100) or more shareholders where no shareholder owns seven and five-tenths percent (7.5%) of the shares, the requirements of this Section 1 would be satisfied by the bidder/proposer enclosing, with his bid/proposal, a copy of the corporation's latest published annual report and/or Form 10-K if the information is contained therein.

Section 2.

Partnerships.

If the bidder/proposer is a partnership, indicate the name of each partner and the percentage of interest of each therein:

Names Of Partners (Print or Type)	Percentage Interest
_____ NA _____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %

Section 3.

Sole Proprietorships.

- a. The bidder/proposer is a sole proprietor and is not acting in any representative capacity in behalf of any beneficiary: NA

Yes ☐ No ☐ If "No", complete items b and c of this Section 3.

- b. If the sole proprietorship is held by an agent(s) or a nominee(s), indicate the principal(s) for whom the agent or nominee holds such interest:

Name(s) Of Principal(s) (Print or Type)

_____ NA _____

- c. If the interest of a spouse or any other party is constructively controlled by another person or legal entity, state the name and address of such person or entity possessing such control and the relationship under which such control is being or may be exercised:

_____ NA _____

*Section 4.**Land Trusts, Business Trusts, Estates
And Other Entities.*

If the bidder/proposer is a land trust, business trust, estate or other similar commercial or legal entity, identify any representative, person or entity holding legal title as well as each beneficiary in whose behalf title is held including the name, address and percentage of interest of each beneficiary.

NA

*Section 5.**Not-For-Profit Corporations.*

a. Incorporated in the State of Illinois

b. Authorized to do business in the State of Illinois: Yes ☒ No ☐

c. Names of all officers of corporation (or attach list): Names of all directors of corporation (or attach list):

Name (Print or Type)	Title (Print or Type)	Name (Print or Type)	Title (Print or Type)
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Note: Pursuant to Chapter 2-154, Section 2-154-030 of the Municipal Code of Chicago, the Corporation Counsel may require any such

additional information from any entity to achieve full disclosure relevant to the contract. Further, pursuant to Chapter 2-154, Section 2-154-020 of the Municipal Code, any material change in the information required above must be provided by supplementing this statement at any time up to the time the Purchasing Agent takes action on the contract or other action requested of the Purchasing Agent.

II.

Affidavit Of Local Business.

"Local Business" means a business located within the corporate limits of the City of Chicago, which has the majority of its regular, full-time work force located within the City, and which is subject to City taxes.

Joint Ventures: For purposes of establishing a firm's eligibility for two percent (2%) local business preference (if allowed by the specification), each partner must complete a separate affidavit. A Joint Venture is a "Local Business" only if at least fifty percent (50%) interest in the venture is held by "Local Businesses".

- 1) Is bidder/proposer a "Local Business" as defined above?
Yes ☒ No ☐
- 2) How many persons are currently employed by bidder/proposer? 7
- 3) Does bidder/proposer have business locations outside of City of Chicago? Yes ☐ No ☒

If "Yes", list such bidder/proposer business addresses:

None

(Attach Additional Sheets if Necessary)

- 4) How many of bidder/proposer's current employees work at City of Chicago locations? 7
- 5) Is bidder/proposer subject to City of Chicago taxes (including the Head Tax)? Yes ☐ No ☒

III.

Contractor Certification..

A. Contractor.

1. The Contractor or any subcontractor to be used in the performance of this contract, or any affiliated entity¹ of the Contractor or any such subcontractor, or any responsible official thereof, or any other official, agent or employee of the Contractor, any such subcontractor or any such affiliated entity¹, acting pursuant to the direction or authorization of a responsible official thereof has not, during a period of three (3) years prior to the date of execution of this certification, or if a subcontractor or subcontractor's affiliated entity¹ during a period of three (3) years prior to the date of award of the subcontract:
 - a. bribed or attempted to bribe, or been convicted of bribery or attempting to bribe a public officer or employee of the City of Chicago, the State of Illinois, any agency of the federal government or any state or local government in the United States (if an officer or employee, in that officer's or employee's official capacity); or
 - b. agreed or colluded, or been convicted 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 guilt of such conduct described in 1(a) and (b) above which is a matter of record but has not been prosecuted for such conduct.
2. The Contractor or any agent, partner, employee or officer of the Contractor is not barred from contracting with any unit of state or local government as a result of engaging in or being convicted of bid-rigging³ in violation of Section 3 of Article 33E of the Illinois Criminal Code of 1961, as amended (720 ILCS 5/33E-3) or any similar offense of any state or the United States which contains the same elements as the offense of bid-rigging³ during a period of five (5) years prior to the date of submittal of this bid, proposal or response².

3. The Contractor or any agent, partner, employee, or officer of the Contractor is not barred from contracting with any unit of state or local government as a result of engaging in or being convicted of bid-rotating⁴ in violation of Section 4 of Article 33E of the Illinois Criminal Code of 1961, as amended (720 ILCS 5/33E-4) or any similar offense of any state or the United States which contains the same elements as the offense of bid-rotating⁴.
4. The Contractor understands and will abide by all provisions of Chapter 2-56 of the Municipal Code of Chicago entitled "Office of Inspector General" and all provisions of Chapter 2-156 of the Municipal Code of Chicago entitled "Governmental Ethics".

B. Subcontractor.

1. The Contractor has obtained from all Subcontractors to be used in the performance of this contract, known by the Contractor at this time, certifications in form and substance equal to Section I of this Contractor's Affidavit. Based on such certification(s) and any other information known or obtained by the Contractor, the Contractor is not aware of any such subcontractor, subcontractor's affiliated entity¹, or any agent, partner, employee or officer of such subcontractor or subcontractor's affiliated entity¹ having engaged in or been convicted of: (a) any of the conduct described in Section III A (1) (a) or (b) of this certification, (b) bid-rigging³, bid-rotating⁴, or any similar offense of any state or the United States which contains the same elements as bid-rigging and bid-rotating, or having made an admission of guilt of the conduct described in Section III A (1) (a) or (b) which is a matter of record but has/have not been prosecuted for such conduct.
2. The Contractor will, prior to using them as subcontractors, obtain from all subcontractors to be used in the performance of this contract, but not yet known by the Contractor at this time, certifications in form and substance equal to this Certification. The Contractor shall not, without the prior written permission of the City, use any of such subcontractors in the performance of this contract if the Contractor, based on such certifications or any other information known or obtained by Contractor, becomes aware of such subcontractor, subcontractor's affiliated entity¹ or any agent, employee or officer of such subcontractor or subcontractor's affiliated entity¹ having engaged in or been convicted of: (a) any of the conduct described in Section III A (1) (a) or (b) of this Certification; or (b) of bid-rigging³, bid-rotating⁴ or any similar offense of any state or the United States which contains the same elements as bid-rigging or bid-rotating or

having made an admission of guilt of the conduct described in Section III A (1) (a) or (b) which is a matter of record but has/have not been prosecuted for such conduct.

3. The Contractor will maintain on file for the duration of the contract all certifications required by Section III B (1) and (2) above, for all subcontractors to be used in the performance of this contract and will make such certifications promptly available to the City of Chicago upon request.
4. The Contractor will not, without the prior written consent of the City, use as subcontractors any individual, firm, partnership, corporation, joint venture or other entity from whom the Contractor is unable to obtain a certification in form and substance equal to this Certification.
5. Contractor hereby agrees, if the City so demands, to terminate its subcontract with any subcontractor, if such Contractor or subcontractor was ineligible at the time that the subcontract was entered into for award of such subcontract under Chapter 2-92, Section 2-92-320 of the Municipal Code, or if applicable, under Section 33-E of Article 33 of the State of Illinois Criminal Code of 1961, as amended. Contractor shall insert adequate provisions in all subcontracts to allow it to terminate such subcontracts as required by this Certification.

C. State Tax Delinquencies.

In completing this Section III C, an authorized signatory of the Contractor who executes this Affidavit on behalf of the Contractor Must Sign on the line next to the appropriate subsection.

1. (Signed) Mark E. Mahler Contractor is not delinquent in the payment of any tax administered by the Illinois Department of Revenue or, if delinquent, Contractor is contesting, in accordance with the procedures established by the appropriate Revenue Act, its liability for the tax or amount of the tax.
2. _____ Contractor has entered into an agreement with the Illinois Department of Revenue for the payment of all such taxes that are due and is in compliance with such agreement.
3. _____ Contractor is delinquent in the payment of any tax administered by the Department of Revenue and is not covered under any of the situations described in subsections 1 and 2 of this Section III C, above⁵.

D. Certification Regarding Suspension And Disbarment.

1. The Contractor certifies, to the best of its knowledge and belief, that it and its principals:
 - a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal, state or local department or agency;
 - b. have not within a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for the commission of fraud or a criminal offense 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; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph D (1) (b) above; and
 - d. have not within a three (3) year period preceding this Agreement had one (1) or more public transactions (federal, state or local) terminated for cause or default.
2. If the Contractor is unable to certify to any of the statements in this certification, Contractor shall attach an explanation to this certification.
3. If any subcontractors are to be used in the performance of this Agreement, Contractor shall cause such subcontractors to certify as to paragraph D (1) of this certification. In the event that any subcontractor is unable to certify to any of the statements in this certification, such subcontractor shall attach an explanation to this certification.

E. Anti-Collusion.

The Contractor, its agents, officers or employees have not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in

connection with this proposal. Failure to submit this statement as part of the bid proposal will make the bid nonresponsive and not eligible for award consideration.

F. Punishment.

A Contractor who makes a false statement, material to Section III A (2) of this Certification commits a Class 3 felony, 720 ILCS 5/33E-11(b). Making a false statement concerning Section III of this Certification is a Class A misdemeanor, voids the contract and allows the municipality to recover all amounts paid to the Contractor under the contract in a civil action, 65 ILCS 5/11-42.1-1.

IV.

Certification Of Environmental Compliance.

- A. Neither the Contractor nor any affiliated entity¹ of the Contractor has, during a period of five (5) years prior to the date of execution of this Affidavit (1) violated or engaged in any conduct which violated Section 7-28-440 or 11-4-1500 or Article XIV of Chapter 11-4 or Chapter 7-28 or 11-4 of the Municipal Code or any other Environmental Restriction⁶, (2) received notice of any claim, demand or action, including but not limited to citations and warrants, from the City of Chicago, the State of Illinois, the federal government, any state or political subdivision thereof, or any agency, court or body of the federal government or any state or political subdivision thereof, exercising executive, legislative, judicial, regulatory or administrative functions, relating to a violation or alleged violation of Sections 7-28-440 or 11-4-1500 or Article XIV of Chapter 11-4 or Chapter 7-28 or 11-4 of the Municipal Code or any other Environmental Restrictions, or (3) been subject to any fine or penalty of any nature for failure to comply with Section 7-28-440 or 11-4-1500 or Article XIV of Chapter 11-4 or Chapter 7-28 or 11-4 of the Municipal Code or any other Environmental Restriction⁶.

Authorized signatory of the Contractor who executes this Affidavit on behalf of the Contractor must sign on the line next to the appropriate statement 1 or 2 below.

1. (Signed) Mark A. Roschen Contractor makes the certification contained in paragraph A of this Section IV.

2. _____ Contractor makes the certification contained in paragraph A of this Section IV except as to the matters specifically identified below: _____
- _____
- _____
- _____

(Attach additional pages of explanation to this Contractor's Affidavit, if necessary).

- B. Without the prior written consent of the Purchasing Agent, Contractor will not (i) employ any subcontractor in connection with the Contract to which this Affidavit pertains without obtaining from such subcontractor a certification similar in form and substance to the certification contained in subparagraph 1 of paragraph A of this Section III prior to such subcontractor's performance of any work or services under the Contract to which this Affidavit pertains or furnishing any goods, supplies or materials of any kind under the Contract to which this Affidavit pertains; and (ii) employ, in connection with the Contract to which this Affidavit pertains, any subcontractor if the Contractor or any of its officers have knowledge that the subcontractor cannot truthfully execute such certification. The Contractor will furnish to the Purchasing Agent of the City upon his request an executed copy of each such certification.
- C. Until completion of the Contractor's performance under the Contract to which this Affidavit pertains, the Contractor will not violate any provision of Section 7-28-440 or 11-4-1500 or Article XIV of Chapter 11-4 or Chapter 7-28 or 11-4 of the Municipal Code or any other Environmental Restriction⁶, whether in the performance of such Contract or otherwise.

V.

*Certification Of Court-Ordered
Child Support Compliance.*

For purposes of this Section V, "Substantial Owner" means any person who owns or holds a ten percent (10%) or more percentage of interest in the Contractor; where the Contractor is an individual or sole proprietorship, Substantial Owner means that individual or sole proprietor. Percentage of interest includes direct, indirect and beneficial interests in the Contractor. Indirect or beneficial interest means that an interest in the Contractor is

held by a corporation, joint venture, trust, partnership, association, estate or other legal entity, in which the individual holds an interest, or by agent(s) or nominee(s) on behalf of an individual or entity. For example, if Corporation B holds or owns a twenty percent (20%) interest in Contractor, and an individual or entity has a fifty percent (50%) or more percentage of interest in Corporation B, then such individual or entity indirectly has a ten percent (10%) or more percentage of interest in the Contractor. In this case, the response to this Section V, must cover such individual(s) or entity. If Corporation B is held by another entity, then this analysis similarly must be applied to that next entity.

If Contractor's response in this Section V is 1 or 2, then all of Contractor's Substantial Owners must remain in compliance with any such child support obligations (1) throughout the term of the contract and any extensions thereof or (2) until the performance of the contract is completed, as applicable. Failure of Contractor's Substantial Owners to remain in compliance with their child support obligations in the manner set forth in either 1 or 2 constitutes an event of default.

In completing this Section V, the authorized signatory must sign on the line next to the appropriate subsection.

1. _____ No Substantial Owner has been declared in arrearage on his or her child support obligations, by an Illinois court of competent jurisdiction.
2. _____ An Illinois court of competent jurisdiction has issued an order declaring one or more Substantial Owners in arrearage on their child support obligations, however, all such Substantial Owners have entered into court-approved agreements for the payment of all such child support owed, and all such Substantial Owners are in compliance with such agreements.
3. _____ An Illinois court of competent jurisdiction has issued an order declaring one or more Substantial Owners in arrearage on their child support obligations and (1) at least one such Substantial Owner has not entered into a court-approved agreement for the payment of all such child support owed, or (2) at least one such Substantial Owner is not in compliance with a court-approved agreement for the payment of all such child support owed, or both (1) and (2).
4. (Signed) Mark E. Roschen There are no Substantial Owners.

VI.

Incorporation Into Contract And Compliance.

The above certifications shall become part of any contract awarded to the Contractor set forth on page 1 of this Contractor's Affidavit and are a material inducement to the City's execution of the contract, contract modification, or contract amendment with respect to which this Contractor's Affidavit is being executed and delivered on behalf of the Contractor. Further, Contractor shall comply with these certifications during the term or performance of the Contract.

Notes 1 -- 6, Contractor's Affidavit.

1. Business entities are affiliated if, directly or indirectly, one controls or has the power to control the other, or if a third person controls or has the power to control both entities. 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 another business entity using substantially the same management ownership or principals as the first entity.
2. No corporation shall be barred from contracting with any unit of state or local government as a result of a conviction, under either Section 33E-3 or Section 33E-4 of Article 33 of the State of Illinois Criminal Code of 1961, as amended, or any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty, or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent in behalf of the corporation as provided in paragraph (2) of subsection (a) of Section 5-4 of the State of Illinois Criminal Code.
3. For purposes of Section III A of this certification, a person commits the offense of and engages in bid-rigging when he knowingly agrees with any person who is, or but for such agreement should be, a competitor of such person concerning any bid submitted or not submitted by such person or another to a unit of state or local government when with the intent that the bid submitted or not submitted will result in the award of a contract to such person or another and he either (1) provides such person or receives from another information concerning the price or other material term or terms of the bid which would otherwise not be disclosed to a competitor in an independent noncollusive submission of bids or (2) submits a bid that is of

such a price or other material term or terms that he does not intend the bid to be accepted. See 720 ILCS 5/33E-3.

4. For purposes of Section III A of this certification, a person commits the offense of and engages in bid-rotating when, pursuant to any collusive scheme or agreement with another, he engages in a pattern over time (which, for the purposes hereof, shall include at least three (3) contract bids within a period of ten (10) years, the most recent of which occurs after January 1, 1989) of submitting sealed bids to units of state or local government with the intent that the award of such bid rotates, or is distributed among persons or business entities which submit bids on a substantial number of the same contracts. See 720 ILCS 5/33E-4.

5. 65 ILCS 5/11-42.1-1 provides that a municipality may not enter into a contract or agreement with an individual or other entity that is delinquent in the payment of any tax administered by the Illinois Department of Revenue unless the contracting party is contesting, in accordance with the procedures established by the appropriate Revenue Act, its liability for the tax or the amount of the tax or unless the contracting party has entered into an agreement to pay the tax and is in compliance with the Agreement. Notwithstanding the above, the municipality may enter into the contract if the contracting authority for the municipality determines that:

- (1) the contract is for goods or services vital to the public health, safety, or welfare; and
- (2) the municipality is unable to acquire the goods or services at a comparable price and of comparable quality from other sources.

6. "Environmental Restriction" means any statute, ordinance, rule, regulation, permit, permit condition, order or directive relating to or imposing liability or standards of conduct concerning the release or threatened release of hazardous materials, special wastes or other contaminants into the environment, and to the generation, use, storage, transportation, or disposal of construction debris, bulk waste, refuse, garbage, solid wastes, hazardous materials, special wastes or other contaminants, including but not limited to (1) the Comprehensive Environmental Response and Compensation and Liability Act (42 U.S.C. §9601, et seq.); (2) the Hazardous Material Transportation Act (49 U.S.C. §1801, et seq.); (3) the Resource Conservation and Recovery Act of 1976 (42 U.S.C. §7401, et seq.); (4) the Clean Water Act (33 U.S.C. §1251, et seq.); (5) the Clean Air Act (42 U.S.C. §7401, et seq.); (6) the Toxic Substances Control Act of 1976 (15 U.S.C. §2601, et seq.); (7) the Safe Drinking Water Act (42 U.S.C. §300f); (8) the Occupational Health and Safety Act of 1970 (29 U.S.C. §651, et seq.); (9) the Emergency Planning and Community Right to Know Act (42 U.S.C. §11001, et seq.); and (10) the Illinois Environmental Protection Act (415 ILCS 5/1 through 5/56.6).

VII.

Verification.

Under penalty of perjury, I certify that I am authorized to execute this Contractor's Affidavit on behalf of the Contractor set forth on page 1, that I have personal knowledge of all the certifications made herein and that the same are true.

(Signed) Mark E. Roschen
Signature of Authorized Officer

Mark E. Roschen
Name of Authorized Officer
(Print or Type)

Executive Vice President
Title

(Omitted for printing purposes)
Telephone Number

State of Illinois

County of Cook

Signed and sworn to before me this 24th day of October, 19 97

by Mark E. Roschen (Name) as Executive Vice President (Title) of

Back of the Yards S.S.A. Number 10 (Contractor).

(Signed) LaVerne Tawech
Notary Public Signature

[Official Seal]

LaVerne Tawech

Notary Public, State of Illinois

My commission expires June 2, 2001.

List of Back of the Yards Business Association Governing Board of Directors attached to this Contractor's Affidavit reads as follows:

*Back Of The Yards Business Association
1751 West 47th Street
Chicago, Illinois 60609*

Governing Board Of Directors.

Elected/Appointed Officers Name	Position Held	Home Address and Phone	Race	Gender
Paul Lopez	President	*	H	M
Mark E. Roschen	Executive Vice President and Chief Executive Officer	*	W	M
Marina Rey	Treasurer	*	H	F

* Omitted for printing purposes.

Listing Of Elected Directors.

Directors Name	Race	Gender
Angela Alcala	H	F
Salvador Benitez	H	M
Daisy Jimenez	H	F
Neonard Neckopulos	W	M
Maria Perez	H	F
Joseph Koenig	W	M

(Sub)Exhibit 4.
(To Service Provider Agreement For
Special Service Area Number 10)

*Contract Insurance Requirements.**Special Service Area Number 10**Back Of The Yards**Contractor.*

The Contractor shall provide and maintain at Contractor's own expense, during the term of this Agreement, and during the time period following expiration if Contractor is required to return and perform additional Services, the insurance coverages and requirements specified below, insuring all operations related to the Agreement.

A. Insurance To Be Provided.

- 1) Workers' Compensation And Employers Liability Insurance.

Workers' Compensation and Employers Liability Insurance, as prescribed by applicable law covering all employees who are to provide a service under this Agreement and Employers Liability coverage with limits of not less than One Hundred Thousand Dollars (\$100,000) each accident or illness.

- 2) Commercial General Liability Insurance (Primary And Umbrella).

Commercial General Liability Insurance or equivalent with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage liability. Coverage shall include the following: all premises and operations, products/completed operations, independent contractors, separation of insureds and contractual liability (with no limitation endorsement). The S.S.A.C. and the City of Chicago are to be named as additional insureds on a primary, non-contributory basis for any liability arising directly or indirectly from the Services.

- 3) Automobile Liability Insurance (Primary And Umbrella).

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Contractor shall provide Automobile Liability Insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage.

- 4) Professional Liability Insurance.

When any professional consultants (e.g., C.P.A.s, attorneys, architects, engineers, construction managers) perform work in connection with this Agreement, Professional Liability Insurance covering acts, errors, or omissions shall be maintained with limits of not less than Five Hundred Thousand Dollars (\$500,000). Coverage shall include contractual liability. 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.

5) Crime.

Contractor shall be responsible for all persons handling funds under this Agreement, against loss by dishonesty, robbery, burglary, theft, destruction, or disappearance, computer fraud, credit card forgery and other related crime risks. The Contractor may self insure this exposure.

B. Security Firms.

If the Contractor enters into a subcontract with a Security Firm, such Security Firm shall be certified by the State of Illinois, and the Security Firm's employees shall be registered and certified by the State. Contractor shall ensure and require any Security Firm subcontractor to comply with the Risk Management Division approved Security Firm Insurance Provisions set forth in (Sub)Exhibit 5 of this Agreement, attached hereto and incorporated by reference as though fully set forth herein.

C. Other Requirements.

The Contractor will furnish the City of Chicago, Department of Planning and Development, Community and Neighborhood Development, Room 1000, 121 North LaSalle Street, Chicago, Illinois 60602, original Certificates of Insurance evidencing the required coverage 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 Contractor shall submit evidence of insurance on the City of Chicago Insurance Certificate of Coverage Form (copy attached) prior to award of this Agreement. 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 requirements of this Agreement. The failure of the City to obtain certificates or other insurance evidence from Contractor shall not be deemed to be a waiver by the City. The Contractor shall advise all insurers of the Agreement provisions regarding insurance. Non-conforming insurance shall not relieve Contractor of its 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 until proper evidence of insurance is provided.

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

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

The Contractor agrees that insurers shall waive their rights of subrogation against the City of Chicago, its employees, elected officials, agents or representatives.

The Contractor expressly understands and agrees that any coverages and limits furnished by Contractor shall in no way limit the Contractor's liabilities and responsibilities specified within the Agreement documents or by law.

The Contractor expressly understands and agrees that any insurance or self-insurance programs maintained by the City of Chicago shall apply in excess of and not contribute with insurance provided by the Contractor under the 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.

The Contractor shall require all subcontractors to carry the insurance required herein, or Contractor may provide the coverage for subcontractors. All subcontractors shall be subject to the same insurance requirements of Contractor.

If Contractor, or its subcontractors, desires additional coverage, the Contractor and each of its subcontractors, shall be responsible for the acquisition and cost of each additional protection.

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

[(Sub)Exhibit 5 referred to in these Contract Insurance Requirements constitutes (Sub)Exhibit 5 to the Service Provider Agreement and is printed on pages 54291 through 50293 of this Journal.]

[City of Chicago Insurance Certificate of Coverage form referred to in these Contract Insurance Requirements unavailable at time of printing.]

(Sub)Exhibit 5.
(To Service Provider Agreement For
Special Service Area Number 10)

Contract Insurance Requirements

Special Service Area Number 10

Back Of The Yards

Security Firm.

The Security Firm shall provide and maintain at Security Firm's own expense, until Contract completion, and during the time period following final completion if the Security Firm is required to return and perform additional Services, the insurance coverages specified below, insuring all operations related to the Contract.

A. Insurance To Be Provided.

1) Workers' Compensation And Employer's Liability Insurance.

Workers' Compensation and Employer's Liability Insurance, as prescribed by applicable law covering all employees who are to provide a service under this Contract and Employer's Liability coverage with limits of not less than Five Hundred Thousand Dollars (\$500,000) each accident or illness.

2) Commercial General Liability Insurance (Primary And Umbrella).

Commercial General Liability Insurance or equivalent with limits of not less than One Million Dollars (\$1,000,000) per occurrence, for bodily injury, personal injury and property damage liability. Coverage shall include the following: all premises and operations, products/completed operations, independent contractors, separation of insureds and contractual liability (with no limitation endorsement). The S.S.A.C., the City of Chicago and the Contractor are to be named as additional insureds on a primary, non-contributory basis for any liability arising directly or indirectly from the work.

3) Automobile Liability Insurance (Primary And Umbrella).

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Contractor shall provide Automobile Liability Insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage.

4) Professional Liability Insurance.

Professional Liability Insurance covering acts, errors, or omissions shall be maintained with limits of not less than One Million Dollars (\$1,000,000). Coverage shall 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.

B. Other Requirements.

The Security Firm will furnish the Contractor original Certificates of Insurance evidencing the required coverage to be in force on the date of this Contract and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Contract. The Security Firm shall submit evidence of insurance prior to Contract award. The receipt of any certificate does not constitute agreement by the Contractor that the insurance requirements in the Contract have been fully met or that the insurance policies indicated on the certificate are in compliance with all Contract requirements. The failure of the Contractor to obtain certificates or other insurance evidence from Security Firm shall not be deemed to be a waiver by the Contractor. The Security Firm shall advise all insurers of the Contract provisions regarding insurance. Non-conforming insurance shall not relieve the Security Firm of its obligation to provide insurance as specified herein. Nonfulfillment of the insurance conditions may constitute a violation of the Contract, and the Contractor retains the right to stop work until proper evidence of insurance is provided.

The insurance shall provide for sixty (60) days prior written notice to be given to the Contractor in the event coverage is substantially changed, canceled, or non-renewed.

Any and all deductibles or self-insured retentions on referenced insurance coverages shall be borne by Security Firm.

The Security Firm agrees that insurers shall waive their rights of subrogation against the Contractor and the City of Chicago, its employees, elected officials, agents, or representatives.

The Security Firm expressly understands and agrees that any coverages and limits furnished by the Security Firm shall in no way limit the Security Firm's liabilities and responsibilities specified within the Contract documents or by law.

The Security Firm expressly understands and agrees that any insurance or self-insurance programs maintained by the Contractor shall apply in excess of and not contribute with insurance provided by the Security Firm under the Contract.

The required insurance to be carried 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.

If the Security Firm desires additional coverages, the Security Firm and each of its subcontractors shall be responsible for the acquisition and cost of such additional protection.

The Contractor maintains the right to modify, delete, alter or change these requirements.

AUTHORIZATION OF TAX LEVY FOR SPECIAL
SERVICE AREA NUMBER 11.

The Committee on Finance submitted the following report:

CHICAGO, October 28, 1997.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the authority to levy a tax for Special Service Area Number 11, 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.

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, Steele, Beavers, Dixon, Shaw, Buchanan, Frias, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 47.

Nays -- None.

Alderman Natarus 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(1) 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 July 27, 1988, the City Council of the City of Chicago enacted an ordinance, as amended by an ordinance enacted on September 14, 1988, as amended by an ordinance enacted on September 13, 1989, as amended by an ordinance enacted on May 19, 1993, and as further amended by an ordinance enacted on November 15, 1995 (collectively, the "Establishment Ordinance") which established an area known and designated as City of Chicago Special Service Area Number 11 (the "Area") and authorized the levy of an annual tax not to exceed an annual rate of three percent (3.00%) 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 approximately bounded by 61st Street on the north, 66th Street on the south, Lowe Avenue on the east and Morgan Street on the west; 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 Greater Englewood Special Service Area Commission (the "Commission") for the purpose of recommending to the Mayor and to the City Council a yearly budget based upon the cost of providing the Special Services and further to advise the Mayor and the City Council regarding the amount of the Services Tax to be levied; and

WHEREAS, It is the responsibility of the Commission to recommend to the Department of Planning and Development, the Mayor and the City Council an entity to serve as a service provider (the "Service Provider"), the form of an agreement between the City and the Service Provider for the provision of Special Services to the Area, and a line item budget to be included in the agreement between the City and the Service Provider; 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 and to the City Council its recommendations for a budget to provide the Special Services in the Area for the fiscal year commencing January 1, 1998, has advised the Mayor and the City Council concerning the Services Tax for the tax year 1997 for the purpose of providing funds necessary to provide the Special Services; and

WHEREAS, On November 15, 1995, the City Council of the City authorized an agreement with a Service Provider, the Englewood Business Men's Association, an Illinois not-for-profit corporation, the term of which expires on December 31, 1998 (the "Service Provider Agreement"), and such Service Provider Agreement contemplated that it would be amended in the second and third years of the term of the agreement to contain a revised budget and scope of services for those years; and

WHEREAS, Certain members of the Commission may serve from time to time on the Board of Directors of the Service Provider, or serve the Service Provider in some other voluntary capacity, which such service shall provide no financial compensation in any manner to such Commission member; 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 Englewood Special Service Area Commission

Special Service Area Budget.

For the fiscal year beginning January 1, 1998 and ending December 31, 1998.

Expenditures

A portion of the 1998 costs of
the Service Provider Agreement
currently in place for the provision
of Special Services

\$272,365

TOTAL BUDGET REQUEST:

\$272,365

Source Of Funding

Tax levy at a rate not to exceed
three percent (3.00%) of the
assessed value, as equalized, of
taxable property within Special
Service Area Number 11

\$272,365.

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 Special Service Area Act and pursuant to the provisions of the Establishment Ordinance, the sum of Two Hundred Seventy-two Thousand Three Hundred Sixty-five Dollars (\$272,365) as the amount of the Services Tax for the year 1997.

SECTION 4. Filing. The City Clerk is hereby ordered and directed to file in the Office of the County Clerk of Cook County, Illinois a certified copy of this ordinance on or prior to December 30, 1997, 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 1997 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. Exemption. The Service Provider Agreement is hereby declared exempt from Section 2-156-020 of the Municipal Code of the City of Chicago.

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 pamphlet form, by preparing at least one-hundred (100) copies thereof, which copies are to be made available in his 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 ten (10) days after its passage and publication.

AUTHORIZATION OF TAX LEVY AND SERVICE
PROVIDER AGREEMENT FOR SPECIAL
SERVICE AREA NUMBER 13.

The Committee on Finance submitted the following report:

CHICAGO, October 28, 1997.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the levy of a tax for Special Service Area Number 13 and to enter into a Service Provider Agreement with the Back of the Yards

Neighborhood Council, 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.

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, Steele, Beavers, Dixon, Shaw, Buchanan, Frias, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 47.

Nays -- None.

Alderman Natarus 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(1) 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 July 24, 1991, the City Council of the City of Chicago enacted an ordinance, as amended by an ordinance enacted on November 6, 1992 (collectively, the "Establishment Ordinance") which established an area known and designated as City of Chicago Special Service Area Number 13 (the "Area") and authorized the levy of an annual tax not to exceed an annual rate of one and ninety one-hundredths of one percent (1.90%) 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 approximately bounded by Pershing Road on the north; 47th and 50th Streets on the south; Ashland and Racine Avenues on the west; and Halsted Street on the east; and

WHEREAS, The Special Services authorized in the Establishment Ordinance included private security, street sweeping, landscape maintenance, and other assistance activities to promote industrial and economic development; and

WHEREAS, The Establishment Ordinance provided for the appointment of the Stockyards Special Service Area Commission (the "Commission") for the purpose of recommending to the Mayor and to the City Council a yearly budget based upon the cost of providing the Special Services and further to advise the Mayor and the City Council regarding the amount of the Services Tax to be levied; and

WHEREAS, It is the responsibility of the Commission to recommend to the Department of Planning and Development, the Mayor and the City Council an entity to serve as a service provider (the "Service Provider"), the form of an agreement between the City of Chicago and the Service Provider for the provision of Special Services to the Area, and a line item budget to be included in the agreement between the City of Chicago and the Service Provider; 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 and to the City Council its recommendations for a budget to provide the Special Services in the Area for the fiscal year commencing January 1, 1998, has advised the Mayor and the City Council concerning the Services Tax for the tax year 1997 for the purpose of providing funds necessary to provide the Special Services and has recommended to the Department of Planning and Development, the Mayor and the City Council an agreement with the Service Provider, whose terms and conditions provide for the expenditure of the Services Tax for the provision of the Special Services for the fiscal year commencing January 1, 1998, in substantially the form attached hereto as Exhibit A; and

WHEREAS, Certain members of the Commission may serve from time to time on the Board of Directors of the Service Provider, or serve the Service Provider in some other voluntary capacity, which such service shall provide no financial compensation in any manner to such Commission member; 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:

Stockyards Special Service Area Commission

Special Service Area Budget.

For the fiscal year beginning January 1, 1998 and ending December 31, 1998.

	Expenditures
Service Provider Agreement for the provision of Special Services	\$585,980
TOTAL BUDGET REQUEST:	\$585,980

Source Of Funding

Tax levy at a rate not to exceed one and ninety one-hundredths of one percent (1.90%) of the assessed value, as equalized, of taxable property within Special Service Area Number 13	\$585,980.

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 Special Service Area Act and pursuant to the provisions of the Establishment Ordinance, the sum of Five Hundred Eighty-five Thousand Nine Hundred Eighty Dollars (\$585,980) as the amount of the Services Tax for the year 1997.

SECTION 4. Filing. The City Clerk is hereby ordered and directed to file in the Office of the County Clerk of Cook County, Illinois a certified copy of

this ordinance on or prior to December 30, 1997, 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 1997 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 of the Department of Planning and Development (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 agreement with the Back of the Yards Neighborhood Council, an Illinois not-for-profit corporation, in substantially the form attached hereto as Exhibit A and hereby made a part hereof (the "Service Provider Agreement"), and such other supporting documents, if any, as may be necessary to carry out and comply with the provisions of the Service Provider Agreement, with such changes, deletions and insertions as shall be approved by the persons executing the Service Provider Agreement.

SECTION 6. Exemption. The Service Provider Agreement is hereby declared exempt from Section 2-156-020 of the Municipal Code of the City of Chicago.

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 pamphlet form, by preparing at least one hundred (100) copies thereof, which copies are to be made available in his 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 ten (10) days after its passage and publication.

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

Exhibit "A".

Agreement For Special Area Number 13

Between

The City Of Chicago

(Represented By The Special Service Area Commission)

And

Back Of The Yards Neighborhood Council

Effective January 1, 1998 Through December 31, 1998.

This Agreement for the management of Special Service Area Number 13 is entered into by and between the Back of the Yards Neighborhood Council, an Illinois not-for-profit corporation ("Contractor"), and 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.

Recitals.

Whereas, Special service areas may be established pursuant to Article VII, §§ 6(1) 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.; and

Whereas, The City Council of the City of Chicago ("City Council") has established a special service area known and designated as "Special Service Area Number 13" ("Area"), to provide special services in addition to those services provided generally by the City ("Special Services"). The City Council has further authorized the levy of an annual ad valorem real property tax in the Area sufficient to produce revenues required to provide those Special Services but not to exceed one and ninety one-hundredths percent (1.90%) of the equalized assessed value of all property within the

Area ("Service Tax"), all as provided in the Establishment Ordinance (hereinafter defined); and

Whereas, The City Council on _____, 1997, authorized the levy of the Service Tax and appropriation of the funds therefrom for the provision of the Special Services in the Area for fiscal year 1998; and

Whereas, The Contractor and the City desire to enter into this Agreement to provide such Special Services in the Area and the Contractor is ready, willing and able to enter into this Agreement to provide the Special Services to the full satisfaction of the City;

Now, Therefore, In consideration of the mutual promises contained in this Agreement, the City and the Contractor agree as follows:

Article 1.

Incorporation Of Recitals.

The recitals set forth above are incorporated by reference as if fully set forth herein.

Article 2.

Definitions.

The following words and phrases shall have the following meanings for purposes of this Agreement:

"Agreement" means this Special Service Area Agreement, including all (sub)exhibits attached to it and incorporated in it by reference, and all amendments, modifications or revisions made in accordance with its terms.

"Commissioner" means the Commissioner of the Department of Planning and Development or his duly authorized representative.

"Construction" means landscaping, building activities, including but not limited to, physical building improvements, installations, and other fixed works, but does not include pre-development work (design and preparation of specifications).

"Days" means business days in accordance with the City of Chicago business calendar.

"Department" means the City of Chicago Department of Planning and Development.

"Establishment Ordinance" means, collectively, the ordinance enacted by the City Council on July 24, 1991, as amended by ordinance enacted by the City Council on November 6, 1992 and any subsequent amendments thereto authorizing imposition of the Service Tax and setting forth the Special Services to be provided in the Area.

"Risk Management Department" means the Risk Management Office of the Department of Finance which is under the direction of the Comptroller of the City and is charged with reviewing and analyzing insurance and related liability matters for the City.

"Security Firm" means a business entity certified by the State of Illinois pursuant to the Private Detective, Private Alarm and Private Security Act of 1993, 225 ILCS 446/1, et seq., and whose employees are licensed by the State of Illinois.

"Services" means, collectively, the services, duties and responsibilities described in Article 3 and (Sub)Exhibit 1 (Scope of Services) of this Agreement and any revisions thereof and any and all work necessary to complete them or carry them out fully and to the standard of performance required in this Agreement.

"Service Tax Funds" means the amount actually collected pursuant to the Service Tax.

"Special Service Area Commission (S.S.A.C.)" means the body established pursuant to the Establishment Ordinance, known as the Stockyards Special Service Area Commission, to prepare the Budget, identify a Contractor and supervise the provision of the Special Services in the Area.

"Subcontractor" means any person or entity with whom Contractor contracts to provide any part of the Services, including subcontractors of any tier, subconsultants of any tier, suppliers and materialmen, whether or not in privity with the Contractor.

*Article 3.**Duties And Responsibilities Of Contractor.***3.01 Scope Of Services.**

The Services which the Contractor shall provide include, but are not limited to, those described in this Article 3 and in (Sub)Exhibit 1 which is attached hereto and incorporated by reference as if fully set forth herein. The S.S.A.C. reserves the right to require the Contractor to perform revised services which are within the general scope of services of this Agreement and of the Special Services identified in the Establishment Ordinance, subject to the same terms and conditions herein. Revised services shall be limited to changes or revisions to the line items in the Budget, shall not affect the maximum compensation, and shall require the prior written approval of the S.S.A.C.. The S.S.A.C. may, by written notice to the Department and the Contractor, delete or amend the figures contained and described in the Budget attached hereto as (Sub)Exhibit 2 and incorporated by reference as if fully set forth herein. The Contractor shall provide the Services in accordance with the standards of performance set forth in Section 3.02.

3.02 Standard Of Performance.

The Contractor shall perform all Services with that degree of skill, care and diligence normally shown by a contractor performing services of a scope, purpose and magnitude comparable to the Services to be provided hereunder. The Contractor shall at all times use its best efforts on behalf of the City to assure timely and satisfactory rendering and completion of its Services.

The Contractor shall at all times act in the best interests of the City consistent with the professional obligations assumed by it in entering into this Agreement. The Contractor shall perform all Services in accordance with the terms and conditions of this Agreement and to the full satisfaction of the S.S.A.C.. The Contractor agrees to furnish efficient business administration and supervision to render and complete the Services at reasonable cost.

The Contractor shall assure that all Services which require the exercise of professional skills or judgment shall be accomplished by professionals qualified and competent in the applicable discipline and appropriately licensed, if required by law. The Contractor shall remain responsible for the professional and technical accuracy of all Services provided, whether by the Contractor or its Subcontractors or others on its behalf.

If the S.S.A.C. determines that the Contractor has failed to comply with the foregoing standards, the Contractor shall perform again, at its own expense, all Service required to be reperformed as a direct or indirect result of such failure. Any review, approval, acceptance or payment for any or all of the Services by the City shall not relieve the Contractor of its responsibility for the professional and technical accuracy of all Services. This provision in no way limits the City's rights against Contractor, either under this Agreement, at law or in equity.

3.03 Personnel.

A. Key Personnel.

The Contractor shall, immediately upon receiving a fully executed copy of this Agreement, assign and maintain during the term of this Agreement and any extension thereof an adequate staff of competent personnel which is fully equipped, licensed as appropriate, available as needed, qualified and assigned to perform the Services. Salaries and wages due of all employees of the Contractor performing Services under this Agreement shall be paid unconditionally and at least once a month without deduction or rebate on any account, except only for such payroll deductions as are mandatory by law or are permitted under applicable law and regulations.

B. Prevailing Wages.

If the Contractor engages in Construction, it shall comply, and shall cause all of its Subcontractors to comply by inserting appropriate provisions in their contracts, with 820 ILCS 130/10.01, et seq., regarding the payment of the general prevailing rate of hourly wage for all laborers, workers, and mechanics employed by or on behalf of the Contractor and all Subcontractors in connection with any and all Construction work. The prevailing rates of wages applicable at the time of execution of this Agreement are included in (Sub)Exhibit 6 to this Agreement, which is incorporated by reference as though fully set forth herein.

C. Illinois Workers, Veterans Preference And Steel Products.

If the Contractor engages in Construction, it shall comply, and shall cause all of its Subcontractors to comply by inserting appropriate provisions in their contracts, with the Employment of Illinois Workers on Public Works Act, 30 ILCS 570/0.01, et seq., the Veterans Preference Act, 330 ILCS 55/0.01, et seq., and the Steel Products Procurement Act, 35 ILCS 30/565/1, et seq.

3.04 Nondiscrimination.

A. Federal Requirements.

It shall be an unlawful employment practice for the Contractor (1) to fail or refuse to hire or to discharge any individual, or otherwise to discriminate against any individual with respect to his compensation, or the terms, conditions, or privileges of his employment, because of such individual's race, color, religion, sex, age, handicap or national origin; or (2) to limit, segregate, or classify its employees or applicants for employment in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect his status as an employee, because of such individual's race, color, religion, sex, age, handicap or national origin.

The Contractor shall comply with the Civil Rights Act of 1964, 42 U.S.C. § 2000, et seq., as amended. Attention is called to: Exec. Order No. 11,246, 30 Fed. Reg. 12,319 (1965), reprinted in 42 U.S.C. § 2000(e) Note, as amended by Exec. Order No. 11,375, 32 Fed. Reg. 14,303 (1967) and by Exec. Order No. 12,086, 43 Fed. Reg. 46,501 (1978); Age Discrimination Act, 42 U.S.C. §§ 6101 -- 6106; Rehabilitation Act of 1973, 29 U.S.C. §§ 793 -- 794; and Americans With Disabilities Act of 1990, 42 U.S.C. § 12,101, et seq., and 41 C.F.R. Part 60, et seq.

B. State Requirements.

Contractor shall comply with the Illinois Human Rights Act, 775 ILCS 5/1-101, et seq., the Equal Employment Opportunity Clause, Ill. Admin. Code, Title 5, §750 Appendix A and the Public Works Employment Discrimination Act, 775 ILCS 10/0.01, et seq., as amended.

C. City Requirements.

Contractor shall comply with the Chicago Human Rights Ordinance, §2-160-010, et seq., as amended, of the Municipal Code of Chicago.

3.05 Insurance.

The Contractor shall comply with the insurance provisions attached hereto as (Sub)Exhibit 4 and incorporated by reference as if fully set forth herein, or such other insurance provisions as may be required in the reasonable judgment of the Risk Management Division. If the Contractor

enters into a subcontract with a Security Firm, such Security Firm shall comply with the insurance provisions attached hereto as (Sub)Exhibit 5 and incorporated by reference as if fully set forth herein, or such other insurance provisions as may be required in the reasonable judgment of the Risk Management Division. If the Contractor subcontracts with a Subcontractor other than a Security Firm, such Subcontractor shall comply with the Contractor insurance provisions attached hereto as (Sub)Exhibit 4 or the Contractor may provide coverage for such Subcontractors.

3.06 Indemnification.

The Contractor agrees to protect, defend, indemnify, keep, save and hold the City, its officers, officials, S.S.A.C. members, employees and agents free and harmless from and against any and all liabilities, losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind, nature and character arising out of or relating to any and all claims, liens, demands, obligations, actions, suits, judgments or settlements, proceedings or causes of action of every kind, nature and character in connection with or arising directly or indirectly out of this Agreement and/or the performance hereof by the Contractor, its officials, agents, employees and Subcontractors, including but not limited to, the enforcement of this indemnification provision (collectively, "Claims"). Without limiting the foregoing, any and all such Claims, relating to personal injury, death, damage to property, defects in material or workmanship, actual or alleged infringement of any patent, trademark, copyright or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder. The Contractor further agrees to investigate, handle, respond to, provide defense for and defend all suits for any and all Claims, at its sole expense and agrees to bear all other costs and expenses related thereto, even if the Claims are considered groundless, false or fraudulent. In the event that the Contractor performs Construction, this indemnification shall be interpreted so as not to violate the Construction Contract Indemnification for Negligence Act, 740 ILCS 35/1, et seq.

The City shall have the right, at its option and at its own expense, to participate in the defense of any suit, without relieving the Contractor of any of its obligations under this indemnity provision. The Contractor expressly understands and agrees that the requirements set forth in this indemnity to protect, defend, indemnify, keep, save and hold the City free and harmless are separate from and not limited by the Contractor's responsibility to obtain insurance or to provide a bond pursuant to other sections in this Agreement. Further, the indemnities contained in this section shall survive the expiration or termination of this Agreement.

3.07 Records And Audits.

The Contractor shall deliver all documents, data, studies, reports or information to the S.S.A.C. promptly in accordance with the time limits prescribed herein and if no time limit is specified, then upon reasonable demand therefore, or, if requested, upon termination or completion of the Services.

The Contractor and any Subcontractors shall furnish the S.S.A.C. with semi-annual reports or provide such information as may be requested relative to the performance and cost of the Services. The Contractor shall maintain records showing actual time devoted and costs incurred. The Contractor shall keep books, documents, records and accounts in connection with the Services open to inspection copying, abstracting, transcription and an independent audit by City employees or agents and shall make these records available to the City at reasonable times during the performance of its Services. In addition, Contractor shall retain them in a safe place and make them available for an independent audit, inspection, copying and abstracting for at least five (5) years after the final payment made in connection with this Agreement.

The Contractor Shall Not Commingle Service Tax Funds With Funds From Other Sources, and to the extent that the Contractor conducts any business operations separate and apart from the Services hereunder using, for example, personnel, equipment, supplies or facilities also used in connection with this Agreement, then the Contractor shall maintain and make similarly available to the City detailed records supporting the Contractor's allocation to this Agreement of the costs and expenses attributable to any such shared usages.

The Contractor shall provide an annual audited financial statement to the S.S.A.C. and the Department within one hundred twenty (120) calendar days after the end of the calendar year and the system of accounting shall be in accordance with generally accepted accounting principles and practices, consistently applied throughout. No provision in this Agreement granting the City a right of access to records and documents is intended to impair, limit or affect any right of access to such records and documents which the City would have had in the absence of such provisions.

3.08 Subcontracts And Assignments.

The Contractor shall not assign, delegate, subcontract or otherwise transfer all or any part of its rights or obligations under this Agreement or any part hereof, unless otherwise provided for herein or without the express written consent of the S.S.A.C.. The absence of such provision or written consent shall void the attempted assignment, delegation or transfer and shall be of no effect as to the Services or this Agreement.

All subcontracts, all approvals of Subcontractors and any assignment to which the S.S.A.C. consents shall be, regardless of form, deemed conditioned upon performance by the Subcontractor or assignee in accordance with the terms and conditions of this Agreement.

If the Contractor subcontracts for security services, the Subcontractor shall be a Security Firm certified by the State of Illinois and the Security Firm's employee shall be licensed by the State of Illinois. The Contractor, upon entering into any subcontract with a Security Firm, shall furnish the S.S.A.C. and the Department with a copy of the subcontract for their approval. The City expressly reserves the right to approve all Security Firm subcontracts.

3.09 License, Permits And Safety Considerations.

If the Contractor engages in construction, it shall be responsible for and, in a timely manner consistent with its obligations hereunder, shall secure and maintain at its expense such permits, licenses, authorizations and approvals as are necessary for it to engage construction under this Agreement.

If the Contractor engages in Construction, it shall at all times exercise reasonable care, shall comply with all applicable provisions of federal, state and local laws to prevent accidents or injuries, and shall take all appropriate precautions to avoid damage to and loss of City property and the property of third parties in connection with the Construction. The Contractor shall erect and properly maintain at all times all necessary safeguards, barriers, flags and lights for the protection of its and its Subcontractors' employees, City employees and the public.

If the Contractor engages in Construction, it shall report to the Department any damage on, about, under or adjacent to City property or the property of third persons resulting from its performance under this Agreement. The Contractor is responsible for any damage to City property or the property of third parties due, in whole or in part, to the Contractor's Construction activities under this Agreement, and the Contractor shall remedy such damage to a reasonable acceptable standard.

3.10 Performance Bond.

If the Contractor engages in Construction work where expenditures exceed Twenty-five Thousand Dollars (\$25,000), it shall, not later than the date the Contractor begins such work or executes a subcontract for such work, provide or cause to be provided to the Department a performance and payment bond in the amount allocated for the Construction work (but not including the amount allocated for design and preparation of specifications), by a surety or sureties acceptable to the City. The performance bond shall be in a form acceptable to the City.

If any of the sureties on such bond at any time fail financially, or are deemed to be insufficient security for the penalty of the bond, then the City may, on giving ten (10) days notice thereof in writing, require the Contractor to furnish a new and additional bond with sureties satisfactory to the City.

Article 4.

Term Of Services.

This Agreement shall take effect as of January 1, 1998 ("Effective Date") and shall continue through December 31, 1998, or until the Agreement is terminated in accordance with its terms. The City may extend this Agreement by a written amendment in accordance with Section 8.03 for one six (6) month period under the same terms and conditions except for a revised budget and scope of services. However, the extension shall expire whenever a new Agreement between the City and Contractor takes effect.

Article 5.

Compensation.

5.01 Basis Of Payment.

The maximum compensation that the Contractor may be paid under this Agreement is Five Hundred Eighty-five Thousand Nine Hundred Eighty Dollars (\$585,980) or the total amount of Service Tax Funds actually collected for tax year 1997, whichever is less.

The City Comptroller will transfer the Service Tax Funds to the Contractor as received. The Contractor shall reimburse its Subcontractors for Services satisfactorily performed pursuant to the Budget.

5.02 Budget For Services.

The Contractor in conjunction with the S.S.A.C. has prepared a Budget, attached hereto as (Sub)Exhibit 2 and incorporated by reference as if fully set forth herein, covering each services described in the Scope of Services. The S.S.A.C. reserves the right to transfer funds between line items or make Budget revisions which do not affect the maximum compensation set forth in Section 5.01. The S.S.A.C. shall revise the Budget if any part of Contractor's Services is terminated.

5.03 Method Of Payment.

The Contractor shall establish a separate checking account ("Account") in a bank authorized to do business in the State of Illinois that is insured by the Federal Deposit Insurance Corporation. All Service Tax Funds that the Comptroller transfers to the Contractor shall be deposited in the Account and disbursements from the Account shall be pursuant to this Agreement. The Contractor Shall Not Commingle Service Tax Funds With Funds From Other Sources. The Contractor shall provide to the S.S.A.C. the signature card and sample check from the bank which shows the signature(s) of the Contractor's authorized representative(s). The S.S.A.C. reserves the right to audit the account and require the Contractor to refund any funds which were not spent pursuant to the Budget or which were not approved by the S.S.A.C.. The name and address of the bank is _____ and the wire transfer and the Account numbers are _____.

All funds remaining in the Account at the expiration or termination of this Agreement, including any interest earned, belong to the City for the benefit of the Area and shall be returned to the City to be used only for Special Services. However, if the City and the Contractor enter into a subsequent agreement for Special Services, the funds may remain in the Account to be used pursuant to the subsequent agreement.

5.04 Criteria For Payment.

The S.S.A.C., in its sole discretion, shall determine the reasonableness, allocability and allowability of any rates, costs and expenses charged or incurred by the Contractor.

5.05 Funding.

Payments under this Agreement shall be made from Service Tax Funds in fund number 306-99-2005-0161-0161 and are subject to the availability of funds therein.

Article 6.

Special Conditions.

6.01 Warranties And Representations.

In connection with the execution of this Agreement, the Contractor warrants and represents:

- A. that it is financially solvent; that it and each of its employees, agents, and Subcontractors are competent to perform the Services required; that it is legally authorized to execute and perform or cause to be performed this Agreement under the terms and conditions stated herein; and
- B. that it shall not knowingly use the services of any ineligible Subcontractor for any purpose in the performance of the Services; and
- C. that it and its Subcontractors are not in default at the time of the execution of this Agreement, or deemed by the Department to have, within five (5) years immediately preceding the date of this Agreement, been found to be in default on any contract awarded by the City; and
- D. that it and, to the best of its knowledge, its Subcontractors are not in violation of the provisions of §2-92-320 of the Municipal Code of Chicago, 720 ILCS 5/33E-1, et seq. of the Criminal Code of 1961, and 65 ILCS 5/11-42.1-1 of the Illinois Municipal Code; and
- E. that it shall be the duty of the Contractor, all Subcontractors and their respective officers, directors, agents, partners, and employees to cooperate with the Inspector General in any investigation or hearing undertaken pursuant to Chapter 2-56 of the Municipal Code of Chicago; that it understands and will abide by all provisions of Chapter 2-56 of the Municipal Code of Chicago and all subcontracts shall inform Subcontractors of such provision and require understanding and compliance therewith; and
- F. that it shall comply with the MacBride Principles Ordinance, §2-92-580 of the Municipal Code of Chicago, through which the City seeks to promote fair and equal employment opportunities and labor practice for religious minorities in Northern Ireland and provide a better working environment for all citizens in Northern Ireland; that in accordance with the MacBride Principles Ordinance, if the Contractor conducts any business operations in Northern Ireland, it shall make all reasonable and good faith efforts to conduct such business operations in accordance with the MacBride Principles for Northern Ireland as defined in Illinois Public Act 85-1390 (1988 Ill. Laws 3220); and
- G. that, except only for those representations, statements, or promises expressly contained in this Agreement and any exhibits attached hereto, no representation, statement or promise, oral or written, or of any kind whatsoever, by the City,

its officers, agents or employees, has induced the Contractor to enter into this Agreement; and

- H. that the Contractor understands and agrees that any certification, affidavit or acknowledgement made under oath in connection with this Agreement is made under penalty of perjury and, if false, is also cause for termination for default.

6.02 Contractor's Affidavit.

The Contractor has provided the City with a Contractor's Affidavit, which is attached as (Sub)Exhibit 3 and incorporated by reference as if fully set forth herein.

6.03 Conflict Of Interest.

Pursuant to Chapter 2-156 of the Municipal Code of Chicago and 65 ILCS 5/3.1-55-10, no member of the governing body of the City, no other officer, employee, S.S.A.C. member, or agent of the City who exercises any functions or responsibilities in connection with the Services to which this Agreement or any related subcontract pertain, and no relative of any S.S.A.C. member shall have any personal economic or financial interest, directly or indirectly, in this Agreement or any such subcontract except to the extent that such benefits are provided equally to all residents and/or business owners in the Area. Furthermore, no S.S.A.C. member, relative of any S.S.A.C. member, City official, agent or employee shall be a Subcontractor, employee or shareholder of the Contractor or receive anything of value from the Contractor.

No member of or delegate to the Congress of the United States or the Illinois General Assembly and no alderman of the City or City employee shall be admitted to any share or part of this Agreement or to any financial benefit to arise from it. The Contractor acknowledges that any agreement entered into, negotiated or performed in violation of any of the provisions of Chapter 2-156 shall be voidable by the City.

The Contractor covenants that it, its officers, directors and employees, and the officers, directors and employees of each of its members if a joint venture, and Subcontractors, presently have no financial interest and shall acquire no interest, direct or indirect, which would conflict in any manner or degree with the performance of the Services. The Contractor further covenants that in the performance of this Agreement no person having any such interest shall be employed. The Contractor agrees that if the Commissioner in his reasonable judgment, determines that any of Contractor's services for others conflict with the Services the Contractor is to provide for the City under this

Agreement, the Contractor shall terminate such other services immediately upon request of the City.

6.04 Non-Liability Of Public Officials.

No official, employee or agent of the City shall be charged personally by the Contractor, or by any assignee or Subcontractor of the Contractor, with any liability or expenses of defense or be held personally liable to them under any term or provision hereof, because of the City's execution or attempted execution hereof, or because of any breach hereof.

6.05 Independent Contractor.

The Contractor shall perform under this Agreement as an independent contractor to the City and not as a representative, employee, agent, or partner of the City.

Article 7.

Events Of Default, Remedies, Termination, Right To Offset, Suspension.

7.01 Events Of Default Defined.

The following shall constitute events of default:

- A. Any material misrepresentation, whether negligent or willful and whether in the inducement or in the performance, made by Contractor to the City.
- B. Contractor's material failure to perform any of its obligations under the Agreement including, but not limited to, the following:
 - (1) failure to commence or ensure timely completion of the Services due to a reason or circumstance within Contractor's reasonable control;
 - (2) failure to perform the Services in a manner satisfactory to the City;

- (3) failure to promptly re-perform within a reasonable time Services that were rejected as erroneous or unsatisfactory;
- (4) discontinuance of the Services for reasons within the Contractor's reasonable control; and
- (5) failure to comply with a material term of this Agreement, including but not limited to the provisions concerning insurance and nondiscrimination.

7.02 Remedies.

The occurrence of any event of default which the Contractor fails to cure within thirty (30) calendar days after receipt of notice specifying such default or which, if such event of default cannot reasonably be cured within thirty (30) calendar days after notice, the Contractor fails, in the sole opinion of the Commissioner, to commence and continue diligent efforts to cure, shall permit the City to declare the Contractor in default. Whether to declare the Contractor in default is within the sole discretion of the Commissioner. Written notification of the default, and any intention of the City to terminate the Agreement, shall be provided to Contractor and such decision shall be final and effective upon Contractor's receipt of such notice. Upon receipt of such notice, the Contractor must discontinue any services, unless otherwise directed in the notice, and deliver all materials accumulated in the performance of this Agreement, whether completed or in the process of completion, to the City.

If the City considers it to be in its best interest, it may elect not to declare default or to terminate this Agreement. The parties acknowledge that this provision is solely for the benefit of the City and that if the City permits the Contractor to continue to provide the Services despite one (1) or more events of default, the Contractor shall in no way be relieved of any of its responsibilities, duties or obligations under this Agreement nor shall the City waive or relinquish any of its rights. No delay or omission to exercise any right accruing upon any event of default shall impair any such right nor shall it be construed as a waiver of any event of default or acquiescence therein, and every such right may be exercised from time to time and as often as may be deemed expedient.

7.03 Right To Offset.

The City reserves its right under §2-92-380 of the Municipal Code of Chicago. The Commissioner shall consult with the S.S.A.C. before exercising such rights.

7.04 Suspension.

The City may at any time request that the Contractor suspend its Services, or any part thereof, by giving fifteen (15) days prior written notice to Contractor or upon no notice in the event of emergency. No costs incurred after the effective date of such suspension shall be allowed. The Contractor shall promptly resume its performance upon written notice by the Department. The Budget may be revised pursuant to Section 5.02 to account for any additional costs or expenses actually incurred by the Contractor as a result of recommencing the Services.

7.05 No Damages For Delay.

The Contractor agrees that it, its members, if a partnership or joint venture and its Subcontractors shall make no claims against the City for damages, charges, additional costs or hourly fees for costs incurred by reason of delays or hindrances by the City in the performance of its obligations under this Agreement.

7.06 Early Termination.

In addition to termination for default, the S.S.A.C. may terminate this Agreement or any portion of the Services to be performed under it at any time by a written notice to the Contractor when the Agreement may be deemed to be no longer in the best interests of the Area. If the S.S.A.C. elects to terminate the Agreement in full, all Services shall cease and all materials accumulated in performing this Agreement, whether completed or in the process of completion, shall be delivered to the Department within ten (10) days after receipt of the notice or by the date stated in the notice.

During the final ten (10) days or other time period stated in the notice, the Contractor shall restrict its activities, and those of its Subcontractors, to winding down any reports, analyses, or other activities previously begun. No costs incurred after the effective date of the termination shall be allowed. Payment for any Services actually and satisfactorily performed before the effective date of the termination shall be on the same basis as set forth in Article 5 hereof, but if any compensation is described or provided for on the basis of a period longer than ten (10) days, then the compensation shall be prorated accordingly.

If a court of competent jurisdiction determines that the S.S.A.C.'s election to terminate this Agreement for default has been wrongful, then such termination shall be deemed to be an early termination.

*Article 8.**General Conditions.***8.01 Entire Agreement.**

This Agreement, and the exhibits attached hereto and incorporated hereby, shall constitute the entire Agreement between the parties and no other warranties, inducements, considerations, promises, or interpretations shall be implied or impressed upon this Agreement that are not expressly addressed herein.

8.02 Counterparts.

This Agreement is comprised of several identical counterparts, each to be fully executed by the parties and each to be deemed an original having identical legal effect.

8.03 Amendments.

No changes, amendments, modifications, or discharge of this Agreement, or any part thereof, shall be valid unless in writing and signed by the authorized agent of the Contractor and the Commissioner, or their successors and assigns. The City shall incur no liability for revised services without a written amendment to this Agreement pursuant to this section.

8.04 Compliance With All Laws.

The Contractor shall at all times observe and comply with all applicable laws, ordinances, rules, regulations and executive orders of the federal, state and local governments, now existing or hereinafter in effect, which may in any manner affect the performance of this Agreement. Provisions required by laws, ordinances, rules, regulations, or executive orders to be inserted shall be deemed inserted whether or not they appear in this Agreement or, upon application by either party, this Agreement shall forthwith be amended to literally make such insertion; however, in no event shall the failure to insert such provisions prevent the enforcement of this Agreement.

8.05 Compliance With A.D.A. And Other Accessibility Laws.

If this Agreement involves services to the public, the Contractor warrants that all services provided hereunder shall comply with all accessibility standards for persons with disabilities or environmentally limited persons including, but not limited to the following: the Americans with Disabilities

Act of 1990, 42 U.S.C. § 12101, et seq. and the Rehabilitation Act of 1973, 29 U.S.C. §§ 793 -- 794. In the event that the above cited standards are inconsistent, the Contractor shall comply with the standard providing greater accessibility.

If this Agreement involves design for Construction and/or Construction, the Contractor warrants that all design documents produced and/or used under this Agreement shall comply with all federal, state and local laws and regulations regarding accessibility standards for persons with disabilities or environmentally limited persons including, but not limited to, the following: the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101, et seq., and the Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities; the Architectural Barriers Act, P.L. 90-480; the Uniform Federal Accessibility Standards; and the Environmental Barriers Act, 410 ILCS 25/1, et seq., and the regulations promulgated thereto at Ill. Admin. Code Tit. 71, Ch. 1, § 400.110. In the event that the above cited standards are inconsistent, the Contractor shall comply with the standards providing greater accessibility. If the Contractor fails to comply with the foregoing standards, it shall perform again at no expense all services required to be reperformed as a direct or indirect result of such failure.

8.06 Assigns.

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.

8.07 Cooperation.

The Contractor agrees at all times to cooperate fully with the City and to act in the City's best interests. Upon the termination or expiration of this Agreement, the Contractor shall make every effort to assure an orderly transition to another provider of the Services, if any, orderly demobilization of its own operations in connection with the Services, uninterrupted provision of Services during any transition period and shall otherwise comply with reasonable requests of the Department in connection with this Agreement's termination or expiration.

8.08 Miscellaneous Provisions.

Whenever under this Agreement the City by a proper authority waives the Contractor's performance in any respect or waives a requirement or condition to the Contractor's performance, the waiver, whether express or implied, shall only apply to that particular instance and shall not be deemed a waiver forever or for subsequent instances of the performance, requirement or condition. No waiver shall be construed as a modification of the Agreement regardless of the number of times the City may have waived the performance, requirement or condition.

*Article 9.**Notices.*

Notices provided for herein shall be in writing and may be delivered personally or by United States mail, first class, certified, return receipt requested, with postage prepaid and addressed as follows:

If To The City: Back of the Yards Neighborhood Council
Special Service Area Number 13
1751 West 47th Street
Chicago, Illinois 60609
Attention: Executive Director

Department of Planning and Development
City Hall, Room 1000
121 North LaSalle Street
Chicago, Illinois 60602
Attention: Commissioner

With Copies To: Department of Law
City Hall, Room 511
121 North LaSalle Street
Chicago, Illinois 60602
Attention: Corporation Counsel

If To Contractor: Back of the Yards Neighborhood Council
1751 West 47th Street
Chicago, Illinois 60609
Attention: Executive Director

Changes in the above-referenced addresses must be in writing and delivered in accordance with the provisions of this section. Notices delivered by mail shall be deemed received three (3) days after mailing in accordance with this section. Notices delivered personally shall be deemed effective upon receipt.

*Article 10.**Authority.*

10.01 City Authority.

This Agreement is entered into pursuant to a City Council ordinance enacted by virtue of the home rule authority conferred on the City under Section 6(a), Article VII of the 1970 Constitution of the State of Illinois.

10.02 Contractor's Authority.

Execution of this Agreement by the Contractor is authorized by a resolution of its Board of Directors, if a corporation, and the signature of each person signing on behalf of the Contractor has been made with complete and full authority to commit the Contractor to all terms and conditions of this Agreement, including each and every representation, certification and warranty contained herein, including without limitation such representations, certifications and warranties collectively attached hereto and incorporated by reference herein.

In Witness Whereof, The City and the Contractor have executed this Agreement on the date first set forth above, at Chicago, Illinois.

Recommended By:

Chairperson, Special Service
Area Commission

City of Chicago

By: _____
Commissioner, Department of
Planning and Development

Approved As To Form And Legality:

Assistant Corporation Counsel

Contractor

By: _____

Its: _____

Attested By: _____

Its: _____

Subscribed and sworn to before me
this ____ day of _____, 19__.

Notary Public

[(Sub)Exhibit 6 referred to in this Service Provider
Agreement unavailable at time of printing.]

(Sub)Exhibits 1, 2, 3, 4 and 5 referred to in this Service Provider Agreement
read as follows:

(Sub)Exhibit 1.
(To Service Provider Agreement For
Special Service Area Number 13)

*Back Of The Yards Neighborhood Council
1751 West 47th Street
Chicago, Illinois 60609-3889.*

Scope Of Services Provided For Special Service Area Number 13.

The Back of the Yards Neighborhood Council (B.Y.N.C.), will provide the following services on behalf of Special Service Area Number 13 as per the terms of the preceding contract:

I. Security Patrol.

- A. Coordinate security program to ensure property owners' satisfaction of service.
- B. Monitor security firm to ensure contract compliance.
- C. Provide office space for dispatch radio base station.
- D. Provide a full-time dispatcher to monitor and dispatch security officers.
- E. Maintain up-to-date information on day-time and night-time emergency telephone contacts for all properties located within Special Service Area Number 13.

II. Maintenance.

- A. Provide light maintenance such as spot-sweeping and removal of trash and tires as needed.
- B. Manage all repairs and maintenance of seven iron gates and security cameras used to control access to the Stockyard Industrial Park. Special Service Area Number 13 will establish a maintenance fund to pay for these repairs and maintenance. This fund will be evaluated each year to determine if future allocations should be raised or lowered.

III. Other Services.

The B.Y.B.A. will assume other services as needed, pending approval from governing boards of both B.Y.B.A. and Special Service Area Number 13.

(Sub)Exhibit 2.
(To Service Provider Agreement For
Special Service Area Number 13)

*Department Of Planning And Development
Proposed Special Service Area Budget.*

Special Service Area Name and Number:	Stockyards Special Service Area Number 13.
Chairman, Special Service Area:	Richard G. McCurrie
Telephone Number:	(Omitted for printing purposes)
Sole Service Provider:	Back of the Yards Neighborhood Council.
Program Manager:	Mark E. Roschen
Telephone Number:	(Omitted for printing purposes)
Budget Period:	January 1, 1998 to December 31, 1998

Item	Budget Year 1998
Accounting and Auditing	\$ 5,000
Advertising and Promotion	...

Item	Budget Year 1998
Consultant Services	...
Equipment	...
Equipment Maintenance	...
Insurance	\$ 3,000
Legal Fees	...
License Fees	...
Maintenance	...
Snow Plowing	...
Street Maintenance/ Beautification	44,418
Security Services	456,932
Training and Workshops	...
Transportation	...
Office Expenses:	
Employees' Benefits	7,051
Office Equipment	1,300
Office Rent	3,000
Postage	...
Printing/Publications	...
Salaries	35,500
Subscriptions/Dues	...
Supplies	...
Telephone	480
Utilities	...

Item	Budget Year 1998
Other	...
Contingency Fund for Uncollected Taxes (5% of Budget)	\$ 29,299
TOTAL:	\$585,980
Estimated Tax Levy:	<u>0.82%</u>

(Sub)Exhibit 3.
(To Service Provider Agreement For
Special Service Area Number 13)

Contractor's Affidavit.

Specification Number: _____

Bidder/Proposer Name: Stockyards Special Service Area Number 13

Bidder/Proposer Address: 1751 West 47th Street
Chicago, Illinois 60609

Federal Employer I.D. Number: 63-2079600

or Social Security Number: _____

Instructions: For Use With A Contract Funded In Whole By City Or State Funds. Every Contractor submitting a bid/proposal to the City of Chicago must complete this Contractor's Affidavit. Special attention should be paid to Sections I (pages 1 to 4), II (page 4), and IV A (2) (page 8), which require

the Contractor to provide certain information to the City. The Contractor must sign the appropriate line in Section III C (page 6) and Section IV(A) (pages 7 and 8) and Section V (pages 8 and 9) and must complete and sign before a notary public the verification, Section VII (page 10). Please note that in the event the Contractor is a joint venture, the joint venture and each of the joint venture partners must submit a completed Contractor's Affidavit. In the event that the Contractor is unable to certify to any of the statements contained herein, Contractor must contact the Department of Purchases, Contracts and Supplies for the City of Chicago and provide a detailed factual explanation of the circumstances leading to the Contractor's inability to so certify.

The undersigned Ronald A. Rufo, as President
(Name) (Title)

and on behalf of Back of the Yards Neighborhood Council ("Contractor")
(Business Name)

having been duly sworn under oath certifies that:

I.

Disclosure Of Ownership Interests.

Pursuant to Chapter 2-154 of the Municipal Code of Chicago (the "Municipal Code"), all bidders/proposers shall provide the following information with their bid/proposal. If the question is not applicable, answer with "NA". If the answer is none, please answer "None".

Bidder/Proposer is a: ☐ Corporation ☐ Sole Proprietor
(Check One) ☐ Partnership ☒ Not-for-Profit Corporation
☐ Joint Venture ☐ Other

Section 1.

For Profit Corporations.

a. Incorporated in the State of NA

b. Authorized to do business in the State of Illinois: Yes ☐ No ☐

c. Names of all officers of
corporation (or attach list):

Names of all directors of
corporation (or attach list):

Name (Print or Type)	Title (Print or Type)	Name (Print or Type)	Title (Print or Type)

_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

d. If the corporation has fewer than one hundred (100) shareholders, indicate here or attach a list of names and addresses of all shareholders and the percentage interest of each.

Name (Print or Type)	Address	Ownership Interest
None	_____	_____ %
_____	_____	_____ %
_____	_____	_____ %
_____	_____	_____ %

e. Is the corporation owned partially or completely by one or more other corporations? Yes ☐ No ☐

If "Yes", provide the above information, as applicable, for each of said corporations.

f. If the corporation has one hundred (100) or more shareholders, indicate here or attach a list of names and addresses of all shareholders owning shares equal to or in excess of seven and five-tenths percent (7.5%) of the proportionate ownership of the corporation and indicate the percentage interest of each.

Name (Print or Type)	Address	Ownership Interest
None		%
		%
		%
		%

Note: Generally, with corporations having one hundred (100) or more shareholders where no shareholder owns seven and five-tenths percent (7.5%) of the shares, the requirements of this Section 1 would be satisfied by the bidder/proposer enclosing, with his bid/proposal, a copy of the corporation's latest published annual report and/or Form 10-K if the information is contained therein.

Section 2.

Partnerships.

If the bidder/proposer is a partnership, indicate the name of each partner and the percentage of interest of each therein:

Names Of Partners (Print or Type)	Percentage Interest
NA	%
	%
	%
	%

*Section 3.**Sole Proprietorships.*

- a. The bidder/proposer is a sole proprietor and is not acting in any representative capacity in behalf of any beneficiary: NA

Yes ☐ No ☐ If "No", complete items b and c of this Section 3.

- b. If the sole proprietorship is held by an agent(s) or a nominee(s), indicate the principal(s) for whom the agent or nominee holds such interest:

Name(s) Of Principal(s) (Print or Type)

NA

- c. If the interest of a spouse or any other party is constructively controlled by another person or legal entity, state the name and address of such person or entity possessing such control and the relationship under which such control is being or may be exercised:

NA

Section 4.

*Land Trusts, Business Trusts, Estates
And Other Entities.*

If the bidder/proposer is a land trust, business trust, estate or other similar commercial or legal entity, identify any representative, person or entity holding legal title as well as each beneficiary in whose behalf title is held including the name, address and percentage of interest of each beneficiary.

NA

Section 5.

Not-For-Profit Corporations.

- a. Incorporated in the State of Illinois
- b. Authorized to do business in the State of Illinois: Yes ☒ No ☐
- c. Names of all officers of corporation (or attach list): Names of all directors of corporation (or attach list):

Name (Print or Type)	Title (Print or Type)	Name (Print or Type)	Title (Print or Type)
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Note: Pursuant to Chapter 2-154, Section 2-154-030 of the Municipal Code of Chicago, the Corporation Counsel may require any such additional information from any entity to achieve full disclosure relevant to the contract. Further, pursuant to Chapter 2-154, Section 2-154-020 of the Municipal Code, any material change in the information required above must be provided by supplementing this statement at any time up to the time the Purchasing Agent takes action on the contract or other action requested of the Purchasing Agent.

II.

Affidavit Of Local Business.

"Local Business" means a business located within the corporate limits of

the City of Chicago, which has the majority of its regular, full-time work force located within the City, and which is subject to City taxes.

Joint Ventures: For purposes of establishing a firm's eligibility for two percent (2%) local business preference (if allowed by the specification), each partner must complete a separate affidavit. A Joint Venture is a "Local Business" only if at least fifty percent (50%) interest in the venture is held by "Local Businesses".

- 1) Is bidder/proposer a "Local Business" as defined above?
Yes ☒ No ☐
- 2) How many persons are currently employed by bidder/proposer? 12
- 3) Does bidder/proposer have business locations outside of City of Chicago? Yes ☐ No ☒
If "Yes", list such bidder/proposer business addresses:
None

(Attach Additional Sheets if Necessary)
- 4) How many of bidder/proposer's current employees work at City of Chicago locations? 12
- 5) Is bidder/proposer subject to City of Chicago taxes (including the Head Tax)? Yes ☐ No ☒

III.

Contractor Certification.

A. Contractor.

1. The Contractor or any Subcontractor to be used in the performance of this contract, or any affiliated entity¹ of the Contractor or any such Subcontractor, or any responsible official

- thereof, or any other official, agent or employee of the Contractor, any such Subcontractor or any such affiliated entity¹, acting pursuant to the direction or authorization of a responsible official thereof has not, during a period of three (3) years prior to the date of execution of this certification, or if a Subcontractor or Subcontractor's affiliated entity¹ during a period of three (3) years prior to the date of award of the subcontract:
- a. bribed or attempted to bribe, or been convicted of bribery or attempting to bribe a public officer or employee of the City of Chicago, the State of Illinois, any agency of the federal government or any state or local government in the United States (if an officer or employee, in that officer's or employee's official capacity); or
 - b. agreed or colluded, or been convicted 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 guilt of such conduct described in 1(a) and (b) above which is a matter of record but has not been prosecuted for such conduct.
2. The Contractor or any agent, partner, employee or officer of the Contractor is not barred from contracting with any unit of state or local government as a result of engaging in or being convicted of bid-rigging³ in violation of Section 3 of Article 33E of the Illinois Criminal Code of 1961, as amended (720 ILCS 5/33E-3) or any similar offense of any state or the United States which contains the same elements as the offense of bid-rigging³ during a period of five (5) years prior to the date of submittal of this bid, proposal or response².
 3. The Contractor or any agent, partner, employee, or officer of the Contractor is not barred from contracting with any unit of state or local government as a result of engaging in or being convicted of bid-rotating⁴ in violation of Section 4 of Article 33E of the Illinois Criminal Code of 1961, as amended (720 ILCS 5/33E-4) or any similar offense of any state or the United States which contains the same elements as the offense of bid-rotating⁴.
 4. The Contractor understands and will abide by all provisions of Chapter 2-56 of the Municipal Code of Chicago entitled "Office of Inspector General" and all provisions of Chapter 2-156 of the Municipal Code of Chicago entitled "Governmental Ethics".

B. Subcontractor.

1. The Contractor has obtained from all subcontractors to be used in the performance of this contract, known by the Contractor at this time, certifications in form and substance equal to Section I of this Contractor's Affidavit. Based on such certification(s) and any other information known or obtained by the Contractor, the Contractor is not aware of any such subcontractor, subcontractor's affiliated entity¹, or any agent, partner, employee or officer of such subcontractor or subcontractor's affiliated entity¹ having engaged in or been convicted of: (a) any of the conduct described in Section III A (1) (a) or (b) of this Certification, (b) bid-rigging³, bid-rotating⁴, or any similar offense of any state or the United States which contains the same elements as bid-rigging and bid-rotating, or having made an admission of guilt of the conduct described in Section III A(1) (a) or (b) which is a matter of record but has/have not been prosecuted for such conduct.
2. The Contractor will, prior to using them as subcontractors, obtain from all subcontractors to be used in the performance of this contract, but not yet known by the Contractor at this time, certifications in form and substance equal to this Certification. The Contractor shall not, without the prior written permission of the City, use any of such Subcontractors in the performance of this contract if the Contractor, based on such certifications or any other information known or obtained by Contractor, becomes aware of such subcontractor, subcontractor's affiliated entity¹ or any agent, employee or officer of such subcontractor or subcontractor's affiliated entity¹ having engaged in or been convicted of: (a) any of the conduct described in Section III A(1) (a) or (b) of this Certification; or (b) of bid-rigging³, bid-rotating⁴ or any similar offense of any state or the United States which contains the same elements as bid-rigging or bid-rotating or having made an admission of guilt of the conduct described in Section III A (1) (a) or (b) which is a matter of record but has/have not been prosecuted for such conduct.
3. The Contractor will maintain on file for the duration of the contract all certifications required by Section III B (1) and (2) above, for all subcontractors to be used in the performance of this contract and will make such certifications promptly available to the City of Chicago upon request.
4. The Contractor will not, without the prior written consent of the City, use as subcontractors any individual, firm, partnership, corporation, joint venture or other entity from whom the

Contractor is unable to obtain a certification in form and substance equal to this Certification.

5. Contractor hereby agrees, if the City so demands, to terminate its subcontract with any subcontractor, if such Contractor or subcontractor was ineligible at the time that the subcontract was entered into for award of such subcontract under Chapter 2-92, Section 2-92-320 of the Municipal Code, or if applicable, under Section 33-E of Article 33 of the State of Illinois Criminal Code of 1961, as amended. Contractor shall insert adequate provisions in all subcontracts to allow it to terminate such subcontracts as required by this Certification.

C. State Tax Delinquencies.

In completing this Section III C, an authorized signatory of the Contractor who executes this Affidavit on behalf of the Contractor Must Sign on the line next to the appropriate subsection.

1. (Signed) Ronald A. Rufo Contractor is not delinquent in the payment of any tax administered by the Illinois Department of Revenue or, if delinquent, Contractor is contesting, in accordance with the procedures established by the appropriate Revenue Act, its liability for the tax or amount of the tax.
2. _____ Contractor has entered into an agreement with the Illinois Department of Revenue for the payment of all such taxes that are due and is in compliance with such agreement.
3. _____ Contractor is delinquent in the payment of any tax administered by the Department of Revenue and is not covered under any of the situations described in Subsections 1 and 2 of this Section III C, above⁵.

D. Certification Regarding Suspension And Disbarment.

1. The Contractor certifies, to the best of its knowledge and belief, that it and its principals:
 - a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal, state or local department or agency;
 - b. have not within a three (3) year period preceding this proposal been convicted of or had a civil judgment

- rendered against them for the commission of fraud or a criminal offense 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; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph D(1) (b) above; and
 - d. have not within a three (3) year period preceding this Agreement had one (1) or more public transactions (federal, state or local) terminated for cause or default.
- 2. If the Contractor is unable to certify to any of the statements in this Certification, Contractor shall attach an explanation to this Certification.
 - 3. If any subcontractors are to be used in the performance of this Agreement, Contractor shall cause such subcontractors to certify as to paragraph D(1) of this Certification. In the event that any subcontractor is unable to certify to any of the statements in this Certification, such subcontractor shall attach an explanation to this Certification.

E. Anti-Collusion.

The Contractor, its agents, officers or employees have not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this proposal. Failure to submit this statement as part of the bid proposal will make the bid nonresponsive and not eligible for award consideration.

F. Punishment.

A Contractor who makes a false statement, material to Section III A (2) of this Certification commits a Class 3 felony, 720 ILCS 5/33E-11(b). Making a false statement concerning Section III of this Certification is a Class A misdemeanor, voids the contract and allows the municipality to recover all amounts paid to the Contractor under the contract in a civil action, 65 ILCS 5/11-42.1-1.

IV.

Certification Of Environmental Compliance.

- A. Neither the Contractor nor any affiliated entity¹ of the Contractor has, during a period of five (5) years prior to the date of execution of this Affidavit (1) violated or engaged in any conduct which violated Section 7-28-440 or 11-4-1500 or Article XIV of Chapter 11-4 or Chapter 7-28 or 11-4 of the Municipal Code or any other Environmental Restriction⁶, (2) received notice of any claim, demand or action, including but not limited to citations and warrants, from the City of Chicago, the State of Illinois, the federal government, any state or political subdivision thereof, or any agency, court or body of the federal government or any state or political subdivision thereof, exercising executive, legislative, judicial, regulatory or administrative functions, relating to a violation or alleged violation of Section 7-28-440 or 11-4-1500 or Article XIV of Chapter 11-4 or Chapter 7-28 or 11-4 of the Municipal Code or any other Environmental Restriction, or (3) been subject to any fine or penalty of any nature for failure to comply with Section 7-28-440 or 11-4-1500 or Article XIV of Chapter 11-4 or Chapter 7-28 or 11-4 of the Municipal Code or any other Environmental Restriction⁶.

Authorized signatory of the Contractor who executes this Affidavit on behalf of the Contractor must sign on the line next to the appropriate statement 1 or 2 below.

1. (Signed) Ronald A. Rufo Contractor makes the certification contained in paragraph A of this Section IV.
2. _____ Contractor makes the certification contained in paragraph A of this Section IV except as to the matters specifically identified below: _____

(Attach additional pages of explanation to this Contractor's Affidavit, if necessary).

- B. Without the prior written consent of the Purchasing Agent, Contractor will not (i) employ any subcontractor in connection with

the Contract to which this Affidavit pertains without obtaining from such subcontractor a certification similar in form and substance to the certification contained in subparagraph 1 of paragraph A of this Section III prior to such subcontractor's performance of any work or services under the Contract to which this Affidavit pertains or furnishing any goods, supplies or materials of any kind under the Contract to which this Affidavit pertains; and (ii) employ, in connection with the Contract to which this Affidavit pertains, any subcontractor if the Contractor or any of its officers have knowledge that the subcontractor cannot truthfully execute such certification. The Contractor will furnish to the Purchasing Agent of the City upon his request an executed copy of each such certification.

- C. Until completion of the Contractor's performance under the Contract to which this Affidavit pertains, the Contractor will not violate any provision of Section 7-28-440 or 11-4-1500 or Article XIV of Chapter 11-4 or Chapter 7-28 or 11-4 of the Municipal Code or any other Environmental Restriction⁶, whether in the performance of such Contract or otherwise.

V.

Certification Of Court-Ordered Child Support Compliance.

For purposes of this Section V, "Substantial Owner" means any person who owns or holds a ten percent (10%) or more percentage of interest in the Contractor; where the Contractor is an individual or sole proprietorship, Substantial Owner means that individual or sole proprietor. Percentage of interest includes direct, indirect and beneficial interests in the Contractor. Indirect or beneficial interest means that an interest in the Contractor is held by a corporation, joint venture, trust, partnership, association, estate or other legal entity, in which the individual holds an interest, or by agent(s) or nominee(s) on behalf of an individual or entity. For example, if Corporation B holds or owns a twenty percent (20%) interest in Contractor, and an individual or entity has a fifty percent (50%) or more percentage of interest in Corporation B, then such individual or entity indirectly has a ten percent (10%) or more percentage of interest in the Contractor. In this case, the response to this Section V, must cover such individual(s) or entity. If Corporation B is held by another entity, then this analysis similarly must be applied to that next entity.

If Contractor's response in this Section V is 1 or 2, then all of Contractor's Substantial Owners must remain in compliance with any such child support obligations (1) throughout the term of the contract and any extensions thereof or (2) until the performance of the contract is completed, as

applicable. Failure of Contractor's Substantial Owners to remain in compliance with their child support obligations in the manner set forth in either 1 or 2 constitutes an event of default.

In completing this Section V, the authorized signatory must sign on the line next to the appropriate subsection.

1. _____ No Substantial Owner has been declared in arrearage on his or her child support obligations, by an Illinois court of competent jurisdiction.
2. _____ An Illinois court of competent jurisdiction has issued an order declaring one or more Substantial Owners in arrearage on their child support obligations, however, all such Substantial Owners have entered into court-approved agreements for the payment of all such child support owed, and all such Substantial Owners are in compliance with such agreements.
3. _____ An Illinois court of competent jurisdiction has issued an order declaring one or more Substantial Owners in arrearage on their child support obligations and: (1) at least one such Substantial Owner has not entered into a court-approved agreement for the payment of all such child support owed, or (2) at least one such Substantial Owner is not in compliance with a court-approved agreement for the payment of all such child support owed, or both (1) and (2).
- 4 (Signed) Ronald A. Rufo There are no Substantial Owners.

VI.

Incorporation Into Contract And Compliance.

The above certifications shall become part of any contract awarded to the Contractor set forth on page 1 of this Contractor's Affidavit and are a material inducement to the City's execution of the contract, contract modification or, contract amendment with respect to which this Contractor's Affidavit is being executed and delivered on behalf of the Contractor. Further, Contractor shall comply with these certifications during the term or performance of the Contract.

Notes 1 -- 6 Contractor's Affidavit.

1. Business entities are affiliated if, directly or indirectly, one controls or has the power to control the other, or if a third person controls or has the power to control both entities. 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 another business entity using substantially the same management, ownership or principals as the first entity.

2. No corporation shall be barred from contracting with any unit of state or local government as a result of a conviction, under either Section 33E-3 or Section 33E-4 of Article 33 of the State of Illinois Criminal Code of 1961, as amended, or any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty, or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent in behalf of the corporation as provided in paragraph (2) of subsection (a) of Section 5-4 of the State of Illinois Criminal Code.

3. For purposes of Section III A of this certification, a person commits the offense of and engages in bid-rigging when he knowingly agrees with any person who is, or but for such agreement should be, a competitor of such person concerning any bid submitted or not submitted by such person or another to a unit of state or local government when with the intent that the bid submitted or not submitted will result in the award of a contract to such person or another and he either (1) provides such person or receives from another information concerning the price or other material term or terms of the bid which would otherwise not be disclosed to a competitor in an independent noncollusive submission of bids or (2) submits a bid that is of such a price or other material term or terms that he does not intend the bid to be accepted. See 720 ILCS 5/33E-3.

4. For purposes of Section III A of this certification, a person commits the offense of and engages in bid-rotating when, pursuant to any collusive scheme or agreement with another, he engages in a pattern over time (which, for the purposes hereof, shall include at least three (3) contract bids within a period of ten (10) years, the most recent of which occurs after January 1, 1989) of submitting sealed bids to units of state or local government with the intent that the award of such bid rotates, or is distributed among persons or business entities which submit bids on a substantial number of the same contracts. See 720 ILCS 5/33E-4.

5. 65 ILCS 5/11-42.1-1 provides that a municipality may not enter into a contract or agreement with an individual or other entity that is delinquent in the payment of any tax administered by the Illinois Department of Revenue unless the contracting party is contesting, in accordance with the procedures established by the appropriate Revenue Act, its liability for the tax or the amount of the tax or unless the contracting party has entered into an agreement to pay the tax and is in compliance with the Agreement. Notwithstanding the above, the municipality may enter into the contract if the contracting authority for the municipality determines that:

- (1) the contract is for goods or services vital to the public health, safety, or welfare; and
- (2) the municipality is unable to acquire the goods or services at a comparable price and of comparable quality from other sources.

6. "Environmental Restriction" means any statute, ordinance, rule, regulation, permit, permit condition, order or directive relating to or imposing liability or standards of conduct concerning the release or threatened release of hazardous materials, special wastes or other contaminants into the environment, and to the generation, use, storage, transportation, or disposal of construction debris, bulk waste, refuse, garbage, solid wastes, hazardous materials, special wastes or other contaminants, including but not limited to (1) the Comprehensive Environmental Response and Compensation and Liability Act (42 U.S.C. §9601, et seq.); (2) the Hazardous Material Transportation Act (49 U.S.C. §1801, et seq.); (3) the Resource Conservation and Recovery Act of 1976 (42 U.S.C. §7401, et seq.); (4) the Clean Water Act (33 U.S.C. §1251, et seq.); (5) the Clean Air Act (42 U.S.C. §7401, et seq.); (6) the Toxic Substances Control Act of 1976 (15 U.S.C. §2601, et seq.); (7) the Safe Drinking Water Act (42 U.S.C. §300f); (8) the Occupational Health and Safety Act of 1970 (29 U.S.C. §651, et seq.); (9) the Emergency Planning and Community Right to Know Act (42 U.S.C. §11001, et seq.); and (10) the Illinois Environmental Protection Act (415 ILCS 5/1 through 5/56.6).

VII.

Verification.

Under penalty of perjury, I certify that I am authorized to execute this Contractor's Affidavit on behalf of the Contractor set forth on page 1, that I have personal knowledge of all the certifications made herein and that the same are true.

(Signed) Ronald A. Rufo
Signature of Authorized Officer

Ronald A. Rufo
Name of Authorized Officer
(Print or Type)

President
Title

(omitted for printing purposes)
Telephone Number

State of Illinois

County of Cook

Signed and sworn to before me this 24th day of September, 19 97

by Ronald A. Rufo (Name) as President (Title) of

Back of the Yards Neighborhood Council (Contractor).

(Signed) LaVerne Tawech
Notary Public Signature

[Official Seal]
LaVerne Tawech
Notary Public, State of Illinois
My commission expires May 2, 2001.

List of Back of the Yards Neighborhood Council Officers, Board of Directors
and Directors attached to this Contractor's Affidavit read as follows:

*Back Of The Yards Neighborhood Council.
1751 West 47th Street
Chicago, Illinois 60609-3889.*

Back Of The Yards Neighborhood Council
Officers -- Elected April 9, 1997.

President	Ron Rufo
Treasurer	Ms. Dorothy Chaplick
Recording Secretary	Ms. Marina Rey
Vice President -- Recreation	Salvador Benitez
Vice President -- Industry	Jim Gibbons
Vice President -- Education	Ms. Sandra Traback
Vice President -- Churches	Reverend John Tilford
Vice President -- Business	Dr. Julian Ramirez
Vice President -- Social/Fraternal	Ms. Susan Malone
Vice President - -Senior Citizens	Ms. Cecelia Roszak
Sergeants-At-Arms	Ms. Maria Elena Benitez
	Stanley Ksiazek
	Ms. Julia Ordoñez

Board Of Directors.

Chairman of the Board	Patrick S. DeMoon
	Kara Foundation P.O. Box 487 Bloomington, Illinois 60108-0610 Business Phone: (omitted for printing purposes)

President and Chief
Executive Director

Patrick J. Salmon
Executive Director
Back Of The Yards

Neighborhood Council

1751 West 47th Street
Chicago, Illinois 60609
Telephone Number: (omitted for
printing purposes)
Fax Number: (omitted for printing
purposes)

Directors.

Brickhouse, Jack

Former television and radio
personality

Cremer, Robert

Aronson Furniture Company
3401 West 47th Street
Chicago, Illinois 60632
Telephone Number: (omitted for
printing purposes)
Fax Number: (omitted for
printing purposes)

Flannery, James

White Way Electric Sign &
Maintenance
1317 North Clybourn Avenue
Chicago, Illinois 60610
Telephone Number: (omitted for
printing purposes)
Fax Number: (omitted for
printing purposes)

Havelka, George

LaSalle Bank
4046 West 111th Street
Oak Lawn, Illinois 60453

Telephone Number: (omitted for
printing purposes)
Fax Number: (omitted for
printing purposes)

McGowen, Edward

Edon Construction
5420 West 122nd Street
Alsip, Illinois 60658
Telephone Number: (omitted for
printing purposes)
Fax Number: (omitted for
printing purposes)

Smith, Lemuel T.

505 North Lake Shore Drive
Chicago, Illinois 60611

Taxman, Sy

The Taxman Corporation
9933 Lawler Avenue - Suite 516
Skokie, Illinois 60077
Telephone Number: (omitted for
printing purposes)
Fax Number: (omitted for
printing purposes)

Velasquez, Arturo

Automatic Music Co.
4539 South Ashland Avenue
Chicago, Illinois 60609
Telephone Number: (omitted for
printing purposes)
Fax Number: (omitted for
printing purposes)

Wagner, Michael

Alpha School Bus
4700 West Midlothian Turnpike
Crestwood, Illinois 60445
Telephone Number: (omitted for
printing purposes)
Fax Number: (omitted for
printing purposes)

Wright, Timothy III

Pryor, McClendon Courts
Suite 751
111 West Washington Street
Chicago, Illinois 60602

(Sub)Exhibit 4.
(To Service Provider Agreement For
Special Service Area Number 13)

Contract Insurance Requirements

Special Service Area Number 13

Back Of The Yards Neighborhood Council

Contractor.

The Contractor shall provide and maintain at Contractor's own expense, during the term of this Agreement, and during the time period following expiration if Contractor is required to return and perform additional Services, the insurance coverages and requirements specified below, insuring all operations related to the Agreement.

A. Insurance To Be Provided.

1) Workers' Compensation And Employers Liability Insurance.

Workers' Compensation and Employers Liability Insurance, as prescribed by applicable law covering all employees who are to provide a service under this Agreement and Employers Liability coverage with limits of not less than One Hundred Thousand Dollars (\$100,000) each accident or illness.

2) Commercial General Liability Insurance (Primary And Umbrella).

Commercial General Liability Insurance or equivalent with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage liability. Coverage shall include the following: all premises and operations, products/completed operations, independent contractors, separation of insureds and contractual liability (with no limitation endorsement). The S.S.A.C. and the City of Chicago are to be named as additional insureds on a primary, non-contributory basis for any liability arising directly or indirectly from the Services.

3) Automobile Liability Insurance (Primary And Umbrella).

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Contractor shall provide Automobile Liability Insurance with limits of not less than One Million Dollars (\$1000,000) per occurrence for bodily injury and property damage.

4) Professional Liability Insurance.

When any professional consultants (e.g., C.P.A.s, attorneys, architects, engineers, construction managers) perform work in connection with this Agreement and Professional Liability Insurance covering acts, errors, or omissions shall be maintained with limits of not less than Five Hundred Thousand Dollars (\$500,000). Coverage shall include contractual liability. 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.

5) Crime.

Contractor shall be responsible for all persons handling funds under this Agreement, against loss by dishonesty, robbery, burglary, theft, destruction, or disappearance, computer fraud, credit card forgery and other related crime risks. The Contractor may self-insure for this exposure.

B. Security Firms.

If the Contractor enters into a subcontract with a Security Firm, such Security Firm shall be certified by the State of Illinois, and the Security Firm's employees shall be registered and certified by the State. Contractor shall ensure and require any Security Firm subcontractor to comply with the Risk Management Division approved Security Firm Insurance Provisions set forth in (Sub)Exhibit 5 of this Agreement, attached hereto and incorporated by references as though fully set forth herein.

C. Other Requirements.

The Contractor will furnish the City of Chicago, Department of Planning and Development, Community and Neighborhood Development, Room 1000, 121 North LaSalle Street, Chicago, Illinois 60602, original Certificates of

Insurance evidencing the required coverage 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 Contractor shall submit evidence of insurance on the City of Chicago Insurance Certificate of Coverage Form (copy attached) prior to award of this Agreement. 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 requirements of this Agreement. The failure of the City to obtain certificates or other insurance evidence from Contractor shall not be deemed to be a waiver by the City. The Contractor shall advise all insurers of the Agreement provisions regarding insurance. Non-conforming insurance shall not relieve Contractor of its 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 until proper evidence of insurance is provided.

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

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

The Contractor agrees that insurers shall waive their rights of subrogation against the City of Chicago, its employees, elected officials, agents or representatives.

The Contractor expressly understands and agrees that any coverages and limits furnished by Contractor shall in no way limit the Contractor's liabilities and responsibilities specified within the Agreement documents or by law.

The Contractor expressly understands and agrees that any insurance or self-insurance programs maintained by the City of Chicago shall apply in excess of and not contribute with insurance provided by the Contractor under the 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.

The Contractor shall require all subcontractors to carry the insurance required herein, or Contractor may provide the coverage for subcontractors. All subcontractors shall be subject to the same insurance requirements of Contractor.

If Contractor, or its subcontractors, desire additional coverage, the Contractor and each of its subcontractors, shall be responsible for the acquisition and cost of each additional protection.

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

[(Sub)Exhibit 5 referred to in these Contract Insurance Requirements constitutes (Sub)Exhibit 5 to the Service Provider Agreement and printed on pages 54349 through 54352 of this Journal.]

[City of Chicago Insurance Certificate of Coverage form referred to in these Contract Insurance Requirements unavailable at time of printing.]

(Sub)Exhibit 5.
(To Service Provider Agreement For
Special Service Area Number 13)

Contract Insurance Requirements

Special Service Area Number 13

Back Of The Yards Neighborhood Council

Security Firm.

The Security Firm shall provide and maintain at Security Firm's own expense, until Contract completion, and during the time period following final completion if the Security Firm is required to return and perform additional Services, the insurance coverages specified below, insuring all operations related to the Contract.

A. Insurance To Be Provided.

1) Workers' Compensation And Employers Liability Insurance.

Workers' Compensation and Employers Liability Insurance, as prescribed by applicable law covering all employees who are to provide a service under this Contract and Employers Liability coverage with limits of not less than Five Hundred Thousand Dollars (\$500,000) each accident or illness.

2) Commercial General Liability Insurance (Primary And Umbrella).

Commercial General Liability Insurance or equivalent with limits of not less than One Million Dollars (\$1,000,000) per occurrence, for bodily injury, personal injury and property damage liability. Coverage shall include the following: all premises and operations, products/completed operations, independent contractors, separation of insureds and contractual liability (with no limitation endorsement). The S.S.A.C., the City of Chicago and the Contractor are to be named as additional insureds on a primary, non-contributory basis for any liability arising directly or indirectly from the work.

3) Automobile Liability Insurance (Primary And Umbrella).

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Contractor shall provide Automobile Liability Insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage.

4) Professional Liability Insurance.

Professional Liability Insurance covering acts, errors, or omissions shall be maintained with limits of not less than One Million Dollars (\$1,000,000). Coverage shall 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.

B. Other Requirements.

The Security Firm will furnish the Contractor original Certificates of Insurance evidencing the required coverage to be in force on the date of this Contract and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Contract. The Security Firm shall submit evidence of insurance prior to Contract award. The receipt of any certificate does not constitute agreement by the Contractor that the insurance requirements in the Contract have been fully met or that the insurance policies indicated on the certificate are in compliance with all Contract requirements. The failure of the Contractor to obtain certificates or other insurance evidence from Security Firm shall not be deemed to be a waiver by the Contractor. The Security Firm shall advise all insurers of the Contract provisions regarding insurance. Non-conforming insurance shall not relieve the Security Firm of its obligation to provide insurance as specified herein. Nonfulfillment of the insurance conditions may constitute a violation of the Contract, and the Contractor retains the right to stop work until proper evidence of insurance is provided.

The insurance shall provide for sixty (60) days prior written notice to be given to the Contractor in the event coverage is substantially changed, canceled, or non-renewed.

Any and all deductibles or self-insured retentions on referenced insurance coverages shall be borne by the Security Firm.

The Security Firm agrees that insurers shall waive their rights of subrogation against the Contractor and the City of Chicago, its employees, elected officials, agents, or representatives.

The Security Firm expressly understands and agrees that any coverages and limits furnished by the Security Firm shall in no way limit the Security Firm's liabilities and responsibilities specified within the Contract documents or by law.

The Security Firm expressly understands and agrees that any insurance or self-insurance programs maintained by the Contractor shall apply in excess of and not contribute with insurance provided by the Security Firm under the Contract.

The required insurance to be carried 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.

If the Security Firm desires additional coverages, the Security Firm and each of its subcontractors shall be responsible for the acquisition and cost of such additional protection.

The Contractor maintains the right to modify, delete, alter or change these requirements.

ESTABLISHMENT OF SPECIAL SERVICE AREA NUMBER 17
AND LEVY OF SPECIAL ANNUAL SERVICES TAX.

The Committee on Finance submitted the following report:

CHICAGO, October 28, 1997.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the establishment of Special Service Area Number 17, 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.

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, Steele, Beavers, Dixon, Shaw, Buchanan, Frias, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 47.

Nays -- None.

Alderman Natarus 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(1) 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 "Act") and pursuant to the Revenue Act of 1939, 35 ILCS 205/1, et seq., as amended from time to time; and

WHEREAS, The City Council of the City of Chicago (the "City") determines that it is in the best interests of the City of Chicago to establish a special service area to be known and designated as Special Service Area Number 17 (the "Area") to provide certain special governmental services in addition to services provided generally by the City, all as further provided in this ordinance (the "Special Services"), and further determines to authorize the levy of an annual ad valorem real property tax in the Area sufficient to produce revenues required to provide those Special Services (the "Services Tax"); 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. Findings. The City Council of the City finds and declares as follows:

a) the Area, as established by this ordinance, consists of contiguous territory in the City;

b) on July 2, 1997 the City Council of the City enacted an ordinance (the "Notice Ordinance") authorizing a public hearing (the "Public Hearing") to consider the establishment of the Area and the levy of the Services Tax on the taxable property located in the Area to provide the Special Services;

c) notice of the Public Hearing was given by publication at least once not less than fifteen (15) days prior to the hearing in the *Chicago Sun-Times*, a newspaper published in and of general circulation within the City, and notice of the Public Hearing was also given by depositing copies of the notice in the United States mail, certified mail return receipt requested, addressed to the person or persons in whose name the general taxes for the last preceding year were paid on each property lying within the Area not less than ten (10) days prior to the time set for the hearing;

d) the notice complied with all of the applicable provisions of the Act;

e) the Public Hearing was held on August 20, 1997 by the Committee on Finance of the City Council of the City. All interested persons, including all persons owning real property located within the Area, were given an opportunity to be heard at the Public Hearing regarding any issue embodied in the notice and an opportunity to file with the City Clerk of the City written objections to such issues;

f) the Committee on Finance of the City Council of the City has heard and considered all of the comments, objections, protests and statements made at the Public Hearing with regard to the issues embodied in the notice and has determined to recommend to the City Council of the City that it is in the public interest and in the interest of the City and the Area to establish the Area and to authorize the levy of the Services Tax, all as provided in this ordinance;

g) the Public Hearing was finally adjourned on August 20, 1997; and

h) the City Council of the City hereby finds and determines that it is in the best interests of the City that the Area be established and the Services Tax be authorized, all as set forth herein.

SECTION 3. Area Established. There is established a special service area located within the City to be known and designated as Special Service Area 17. The approximate street location of the Area consists of the territory bounded by Waveland Avenue on the north, Dayton Street on the east, Diversey Parkway on the south, and Racine Avenue on the west. The Area is further described by a legal description attached hereto and incorporated herein as Exhibit 1, a map of the Area attached hereto and incorporated herein as Exhibit 2, and Permanent Index Numbers attached hereto and incorporated herein as Exhibit 3.

SECTION 4 Special Services Authorized. The Special Services authorized hereby may include the provision of private security patrols, maintenance and beautification activities, promotional activities and other technical assistance activities to promote commercial and economic development. The Special Services shall be in addition to services provided to and by the City of Chicago generally.

SECTION 5 Authorization of Levy. There is hereby authorized to be levied in each year beginning in tax year 1997 through and including tax year 1997 through and including tax year 2003 the Services Tax upon the taxable property located within the boundaries of the Area to produce revenues required to provide the Special Services, said Services Tax not to exceed the sum of one quarter of one percent (.25%) of the equalized assessed value of taxable property therein. The Services Tax shall be in addition to all other taxes provided by law and shall be levied pursuant to the provisions of the Revenue Act of 1939, as amended from time to time. The levy of the

Services Tax for each year shall be made by annual ordinance, commencing with this ordinance.

SECTION 6. Appropriations. Based on the recommendation of the Department of Planning and Development, there is hereby appropriated the following sum in the amounts and for the purposes necessary to provide the Special Services in and for the Area indicated as follows:

Special Service Area Number 17

Special Service Area Budget.

For the fiscal year beginning January 1, 1998 and ending December 31, 1998.

Expenditures

Service Provider Agreement
for the provision of Special
Services, to be authorized by
future ordinance

\$131,500

TOTAL BUDGET REQUEST:

\$131,500

Source Of Funding

Tax levy at a rate not to exceed
one quarter of one percent (.25%)

\$131,500

SECTION 7. 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 this ordinance, the sum of One Hundred Thirty-one Thousand Five Hundred Dollars (\$131,500) as the amount of the Services Tax for the tax year 1997.

SECTION 8. Commission Authorized. There is hereby established the Central Lakeview Special Service Area Commission (the "Commission") which shall consist of twelve (12) members. The Mayor, with the approval of the City Council, shall appoint the initial Commission members from a list of nominees submitted by the Central Lakeview Merchants Association, an Illinois not-for-profit corporation (the "Association"). Of the initial Commission members, six (6) shall be appointed to serve for two (2) year

terms, and six (6) shall be appointed to serve for one (1) year terms. Upon the expiration of the terms of any Commission member, the Mayor, with the approval of City Council, shall appoint a successor Commission member from a list of nominees submitted by the Association. Other than the initial Commissioners, each Commission member shall be appointed to serve for a term of two (2) years and 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 the City Council, shall appoint a successor from a list of nominees submitted by the Association. Each successor so appointed shall serve for the remaining term for which he/she was appointed. The Commission shall designate one (1) member as the Chairman of the Commission, and he/she shall serve no more than two (2) successive two (2) 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 9. Powers Of The Commission. The Commission is hereby granted the following powers:

- (a) to recommend the rate or amount of the Services Tax and an annual budget to the City Council;
- (b) to recommend a sole service provider contract, including a scope of services and a contractor therefor, to the City Council for the provision of the Special Services.

SECTION 10. Protests And Objections. If a petition of objection is filed with the Office of the City Clerk signed by at least fifty-one percent (51%) of the electors residing within the boundaries of Special Service Area Number 17 and by at least fifty-one percent (51%) of the owners of record of the property included within the boundaries of the Area within sixty (60) days following the adjournment of the Public Hearing, all as provided for in Section 27-55 of the Act, as a result of such filing this ordinance shall be considered null and void, the Area shall not be created, and the Services Tax shall not be levied.

SECTION 11. Severability. If any provision of this ordinance or the application of any such provision to any person or circumstances shall be invalid, such invalidity shall not affect the provisions or application of this ordinance which can be given effect without the invalid provision or application, and to this end each provision of this ordinance is declared to be severable.

SECTION 12. Filing. The City Clerk is hereby ordered and directed to file in the Office of the Cook County Clerk, in accordance with Section 27-75 of the Act, a certified copy of this ordinance containing an accurate map thereof. The City Clerk is hereby further ordered and directed to file in the Office of the Recorder of Deeds of Cook County, in accordance with Section 27-40 of the Act, a certified copy of this ordinance containing a description of the Area, within sixty (60) days of the effective date of this ordinance. In addition, the City Clerk is hereby further ordered and directed to file in the Office of the Cook County Clerk, in accordance with Section 27-75 of the Act, a certified copy of this ordinance on or prior to December 30, 1997, 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 1997 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 13. 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 14. Publication. This ordinance shall be published by the City Clerk, in pamphlet form, by preparing at least one hundred (100) copies thereof, which copies are to be made available in his office for public inspection and distribution to members of the public who may wish to avail themselves of a copy of this ordinance.

SECTION 15. Effective Date. This ordinance shall take effect ten (10) days after its passage and publication.

[Exhibit 2 referred to in this ordinance printed on
page 54371 of this Journal.]

Exhibits 1 and 3 referred to in this ordinance read as follows:

Exhibit 1.

Legal Description.

That part of the east half of Section 20 and that part of the east half of Section 29, Township 40 North, Range 14 East of the Third Principal Meridian, described as follows:

beginning at the point of intersection of the south line of West Waveland Avenue with the west line of North Sheffield Avenue; thence south, along the aforesaid west line and its southerly extension, to the south line of West Addison Street; thence east, along the aforesaid south line and its easterly extension, 190.5 feet to the northeast corner of Lot 1 in Block 1 in Cannell's Sheffield Avenue Addition; thence south, along the east line of Lots 1 to 4 in Block 1 aforesaid, 107 feet to the southeast corner of said Lot 4; thence west, along the south line of said Lot 4 and its westerly extension to the west line of North Sheffield Avenue; thence south along the aforesaid west line to the southeast corner of Lot 17 in the resubdivision of Lot 2 in Assessor's Subdivision of the northwest quarter of the southeast quarter of Section 20 aforesaid; thence west along the south line of said Lot 17 and its westerly extension to the west line of the 16 foot public alley lying westerly of and adjoining said Lot 17; thence southeasterly along the westerly line of said alley to the northwest corner of Lot 8 in the resubdivision of Lot 2 aforesaid; thence east along the north line of said Lot 8, a distance of 8 feet; thence southwesterly 11.82 feet to a point on the westerly line of Lot 8 aforesaid, 11 feet south of the northwest corner thereof; thence southeasterly along the westerly line of Lots 7 and 8 in the resubdivision of Lot 2 aforesaid to the southwest corner of said Lot 7; thence east along the south line of said Lot 7 to the southeast corner of said lot; thence east along the south line of said Lot 7 to the southeast corner of said lot; thence south along the west line of North Sheffield Avenue to the westerly extension of the south line of West Cornelia Avenue; thence east, along the south line of West Cornelia Avenue and its westerly extension, 190.55 feet to the northeast corner of Lot 6 in Mitchell and O'Dea's Subdivision; thence south along the west line of the 16 foot public alley lying east of and adjoining Lots 1 to 6 in Mitchell and O'Dea's Subdivision and Lots 45 to 49 in Feinberg's Sheridan Drive Addition and its southerly extension to the south line of West Newport Avenue; thence east along the aforesaid south line to the northeast corner of Lot 142 in Feinberg's Sheridan Drive Addition; thence southeasterly along the easterly line of Lots 141 and 142 in Feinberg's Sheridan Drive Addition to the westerly right-of-way of the Chicago Transit Authority; thence south along said westerly right-of-way to the north line of West Roscoe Street; thence west along the aforesaid north line to the northeasterly line of North Clark Street; thence southeasterly to the point of intersection of the northeasterly line of North Clark Street with the south line of West Roscoe Street; thence east on the aforesaid south line to the northeast corner of Lot 2 in Block 1 in Buckingham's Subdivision; thence south and southeasterly along the easterly line of Lots 2 to 10 in said Block 1 to the southeast corner of said Lot 10; thence southwesterly along the southeasterly line of said Lot 10 to the southwest corner of said lot; thence southeasterly along the northeasterly line of North Clark Street to the northwest corner of Lot 12 in said Block 1; thence northeasterly along the northwesterly line of said Lot 12 to the northeast corner of said Lot 12; thence south along the

east line of Lots 12 and 13 in said Block 1 to the southeast corner of said Lot 13; thence southeasterly to an angle corner of Lot 1 in Block 2 in Buckingham's Subdivision; thence east along the south line of West Buckingham Place to a point 20 feet west of the northwest corner of Lot 59 in said Block 2; thence southeasterly to a point on a line 16 feet west of and parallel with the west line of said Lot 59; thence south on the aforesaid parallel line to the point of intersection with the northeasterly extension of the southeasterly line of Lot 4 in said Block 2; thence southwesterly along said northeasterly extension to the most northerly corner of Lot 5 in said Block 2; thence southeasterly along the northeasterly line of Lots 5 to 8 in said Block 2 to the southeast corner of said Lot 8; thence south along the east line of Lots 9 and 10 in said Block 2 and its southerly extension to the south line of West Aldine Avenue; thence east along the south line of West Aldine Avenue; thence east along the south line of West Aldine Avenue to the point of intersection with the northeasterly line of Lots 14 to 25, inclusive, in Hambleton, Weston and Davies Subdivision; thence southeasterly along the aforesaid northeasterly line to the point of intersection with the east line of Lot 25 aforesaid; thence south along said east line to a point on a line drawn 21 feet southwesterly of and parallel with the northeasterly line of said Lot 25; thence northwesterly along the aforesaid parallel line 51.44 feet to a point on a line drawn 10 feet southeasterly of and parallel with the northeasterly line of Lot 24 aforesaid; thence southwesterly along the aforesaid parallel line 83.26 feet; thence southeasterly at right angles to said northwesterly line 2.76 feet to a point on the west line of the east 96.44 feet of said Lots 24 and 25, said point being 123.52 feet north of the south line of said Lot 25; thence south along the aforesaid line 37.70 feet to a point on a line drawn 77.05 feet northeasterly of and parallel with the southwesterly line of said lots; thence southeasterly, along the aforesaid parallel line, 13.07 feet to a point on a line drawn 74.50 feet north of and parallel with the south line of said Lot 25; thence east along the aforesaid parallel line 14 feet; thence south parallel with the east line of Lot 25 aforesaid 6.44 feet; thence east parallel with said south line of Lot 25 aforesaid 18 feet; thence north parallel with said east line 6.44 feet; thence east parallel with said south line and its easterly extension to the west line of Lot 2 in Hambleton, Weston and Davies Subdivision; thence north along the west line of Lots 2, 3 and 4 in the aforesaid subdivision to the north line of the south 37.5 feet of said Lot 4; thence east along the aforesaid north line to the west line of North Halsted Street; thence south along the west line of North Halsted Street and its southerly extension to the south line of West Belmont Avenue; thence west along the south line of West Belmont Avenue and its westerly extension to the southwesterly line of North Clark Street; thence southeasterly along the southwesterly line of North Clark Street to the north line of West Fletcher Street; thence west along the north line of West Fletcher Street; thence west along the north line of West Fletcher Street to the southwest corner of Lot 2 in Block 2 in Gehrke & Brauckmann's Subdivision; thence north along the west line of Lots 1 and 2 and their

northerly extension to the easterly extension of the south line of Lots 1 to 22 in Meiswinkle's Subdivision; thence west along the aforesaid south line and its easterly extension to the southwest corner of said Lot 22; thence south along the easterly right-of-way of the Chicago Transit Authority to the north line of West Diversey Parkway; thence west along the north line of West Diversey Parkway and its westerly extension to the southwest corner of Lot 9 in Block 2 in McConnell Brothers Subdivision; thence north along the west line of said Lot 9 to the northwest corner of said Lot 9; thence west along the north line of Lot 10 in said Block 2 to the southerly extension of the west line of Lots 2 to 5 in said Block 2; thence north along the west line of said Lots 2 to 5 and its southerly extension to the northwest corner of said Lot 2; thence east along the north line of Lot 2 to the northeast corner of said Lot 2; thence north along the east line of Lot 1 in said Block 2 to the northeast corner of said Lot 1; thence east to the northwest corner of Lot 33 in Block 3 in Henry Wolfram's Farm Subdivision; thence north along the east line of North Sheffield Avenue and its southerly extension to the point of intersection with the easterly extension of the south line of Lot 1 in Block 1 in McConnell Brothers Subdivision; thence west along the aforesaid south line and its easterly extension to the southwest corner of said Lot 1; thence north along the west line of said Lot 1 to the south line of West George Street; thence east along the aforesaid south line and its easterly extension to the westerly right-of-way of the Chicago Transit Authority; thence north along the northerly extension of the aforesaid westerly right-of-way to the north line of West George Street; thence west along the north line of West George Street and its westerly extension to the southwest corner of Lot 11 in J. Logemann's Subdivision of Block 1 of the south half of Outlot 6 of Canal Trustees' Subdivision of the east half of Section 29 aforesaid; thence north along the west line of Lots 8 to 11 to the northwest corner of Lot 8; thence east along the north line of Lot 8 and its easterly extension to the east line of North Sheffield Avenue; thence north along said east line to the easterly extension of the south line of Lot 1 in J. Logemann's Subdivision aforesaid; thence west along the south line of Lot 1 and its easterly extension to the southwest corner of said lot; thence north along the west line of said lot to the south line of West Oakdale Avenue; thence east along the south line of West Oakdale Avenue and its easterly extension to the west right-of-way of the Chicago Transit Authority; thence north along said west right-of-way and its northerly and southerly extensions to the easterly extension of the north line of the south 200.85 feet of Lot 2 in Block 1 in the subdivision of part of the west half of Outlot 5 in the Canal Trustees' Subdivision aforesaid; thence west along the aforesaid south line and its easterly and westerly extensions to the west line of North Sheffield Avenue; thence south along the aforesaid west line to the south line of Lot 3 in Sickel and Kagebein's Subdivision of the north half of Block 1 of Outlot 6 in The Canal Trustees' Subdivision aforesaid; thence west along the aforesaid south line to the southwest corner of said Lot 3; thence north along the west line of Lots 1 to 3 in Sickel and Kagebein's Subdivision aforesaid to

the northwest corner of said Lot 1; thence north to the southwest corner of Lot 24 in the subdivision of Block 8 of Outlots 2 and 3 in the Canal Trustees' Subdivision aforesaid; thence north along the west line of Lots 12 to 24 in the subdivision of Block 8 aforesaid to the northwest corner of said Lot 12; thence east along the north line of said Lot 12 to the northeast corner of said lot; thence east to the southwest corner of Lot 19 in Clarke's Subdivision of Lots 16 to 18 in Outlot 4 in the Canal Trustees' Subdivision aforesaid; thence south to the northwest corner of Lot 15 in Clarke's Subdivision aforesaid; thence east along the north line of said Lot 15 and its easterly extension to the west right-of-way of the Chicago Transit Authority; thence north along the aforesaid west line to the easterly extension of the south line of Lot 24 in Clarke's Subdivision aforesaid; thence west along the south line of said Lot 24 and its easterly extension to the southwest corner of said lot; thence north along the west line of Lots 24 to 28 in Clarke's Subdivision and its northerly extension to the southwest corner of Lot 22 in Block 3 in Gehrke and Brauckmann's Subdivision of Outlot 1 in Canal Trustees' Subdivision aforesaid; thence west to the southeast corner of Lot 24 in Linderman's Subdivision of Block 1 in Outlot 2 in Canal Trustees' Subdivision aforesaid; thence west along the south line of said Lot 24 to the southwest corner of said Lot 24; thence north along the west line of Lots 18 to 24 in Linderman's Subdivision aforesaid to the northwest corner of said Lot 18; thence east along the north line of said Lot 18 to the northeast corner of said Lot 18; thence south along the east line of Lots 18 to 22 aforesaid to the southeast corner of said Lot 22; thence east to a point on the west line of Lot 22 in Block 3 in Gehrke and Brauckmann's Subdivision aforesaid 49.68 feet north of the southwest corner thereof; thence east perpendicular to the east line of Lot 22 aforesaid, 26.14 feet; thence south parallel with the east line of Lot 22 aforesaid, 080 feet; thence east, perpendicular to said east line, 8.90 feet; thence north, parallel with said east line, 1.00 feet; thence east perpendicular to said east line, 14.96 feet to a point on said east line, 70.12 feet south of the northeast corner thereof; thence south along said east line, 49.88 feet to the southeast corner thereof; thence east along the north line of West Barry Avenue to the west right-of-way of the Chicago Transit Authority; thence north along said west right-of-way to the north line of West Fletcher Street; thence west along the north line of West Fletcher Street and its westerly extension to the west line of North Sheffield Avenue; thence south along the west line of north Sheffield Avenue to the north line of the south 5 feet of Lot 13 in Linderman's Subdivision aforesaid; thence west along the aforesaid north line to the west line of said Lot 13; thence north along the west line of Lots 5 to 13 in Linderman's Subdivision aforesaid to the easterly extension of the south line of Lots 1 to 5 in the resubdivision of Lots 44 to 48 of Linderman's Subdivision aforesaid; thence west along the south line of said Lots 1 to 5 and its easterly extension to the southwest corner of said Lot 1; thence west to the southeast corner of Lot 11 in H. Gill's Subdivision of Block 2 of Outlot 2 of Canal Trustees' Subdivision aforesaid; thence west along the south line of Lots 1 to 11 in H. Gill's

Subdivision aforesaid to the southwest corner of said Lot 1; thence west to the southeast corner of Lot 58 in John P. Altgeld's Subdivision of Blocks 3 and 4 of Outlot 2 of Canal Trustee's Subdivision aforesaid; thence west along the south line of Lots 43 to 58 and its easterly extension to the east line of Lot 5 in John P. Altgeld's Subdivision aforesaid; thence north along said east line to the northeast corner of said Lot 5; thence west along the north line of said Lot 5 to the northwest corner of said lot; thence north along the west line of Lots 1 to 4 in John P. Altgeld's Subdivision aforesaid to the northwest corner of said Lot 1; thence north to the southwest corner of Lot 24 in Block 8 of Baxter's Subdivision; thence north along the west line of Lots 21 to 24 in said block to the northwest corner of said Lot 21; thence east along the north line of Lots 21 and 28 and its easterly extension in said block to the west line of Block 7 in Baxter's Subdivision aforesaid; thence north along said west line to the northwest corner of Lot 20 in Block 7 aforesaid; thence east along the north line of said Lot 20 and the north line of Lots 1 to 3 Ruhlock's Subdivision to the northeast corner of said Lot 3; thence south along the east line of said Lot 3 to the point of intersection with the westerly extension of the north line of Lot 27 in said Block 7; thence east along the north line of said Lot 27 and its easterly and westerly extensions to the west line of Lot 1 in the subdivision of Lots 21 to 29 in Block 6 in Baxter's Subdivision aforesaid; thence north along said west line to the northwest corner of Lot 19 in Block 6 in Baxter's Subdivision; thence east along the north line of Lot 19 to the northeast corner of said Lot 19; thence south along the east line of said Lots 19 and 20 to the point of intersection with the westerly extension of the north line of Lots 1 to 10 in Rees' Resubdivision of Lots 25 to 29 in Block 6 and Lots 20 to 24 in Block 5 of Baxter's Subdivision aforesaid; thence east along the north line of Lots 1 to 10 aforesaid and its easterly and westerly extensions to the west line of Lot 29 in Block 5 aforesaid; thence north along the west line of Lots 29 to 33 to the northwest corner of said Lot 33; thence east along the north line of said Lot 33 and its easterly extension to the east line or North Sheffield Avenue; thence north along said east line to the point of intersection with the easterly extension of the north line of Lot 36 in said Block 5; thence west along the north line of said Lot 36 and its easterly extension to the northwest corner of said Lot 36; thence north along the west line of Lots 37 and 39 in said Block 5 to the northwest corner of said Lot 39; thence east along the north line of said Lot 39 and its easterly extension to the east line of North Sheffield Avenue; thence north along said east line to the point of intersection with the easterly extension of the north line of Lot 41 in said Block 5; thence west along the north line of said Lot 41 and its easterly extension to the northwest corner of said Lot 41; thence north along the west line of Lots 42 and 43 in said Block 5 to the

northwest corner of said Lot 43; thence east along the north line of said Lot 43 and its easterly extension to the east line of North Sheffield Avenue; thence north along the east line of North Sheffield Avenue to the point of intersection with the easterly extension of the north line of Lot 44 in said Block 5; thence west along the north line of said Lot 44 and its easterly extension to the northwest corner of said Lot 44; thence north along the west line of Lots 45 to 48 in said Block 5 to the northwest corner of said Lot 48; thence north to the southwest corner of Lot 25 in Block 4 in Baxter's Subdivision aforesaid; thence north along the west line of Lots 25 to 34 in Block 4 aforesaid to the northwest corner of said Lot 34; thence east along the north line of said Lot 34 to the northeast corner of said Lot 34; thence south along the east line of Lots 27 to 34 aforesaid to the point of intersection with the westerly extension of the south line of Lot 20 in the subdivision of Lot 5 and Sublot 7 of Lot 6 of the Circuit Court Partition of the north three quarters of the east half of the southeast quarter of Section 20 aforesaid; thence east along the south line of said Lot 20 and its westerly extension to the southeast corner of Lots 20 aforesaid; thence north along the east line of Lots 20 to 29, inclusive, in the subdivision of Lot 5 and Sublot 7 of Lot 6 of Circuit Court Partition aforesaid to the northeast corner of said Lot 29; thence east along the south line of Lot 3 in Owners Division of part of Lots 4 and 6 of LeMoyne and Hubbard's Subdivision to the southeast corner of said Lot 3; thence northwesterly along the east line of Lots 1 to 3, inclusive, in Owners Division aforesaid and its northwesterly extension to the south line of Lot 4 in the subdivision of Lot 3 in LeMoyne and Hubbard's Subdivision; thence east along the aforesaid south line to the southeast corner of Lot 4 aforesaid; thence northwesterly along the easterly line of Lots 4 and 5 in the subdivision of Lot 3 in LeMoyne and Hubbard's Subdivision aforesaid to the northeast corner of Lot 5 aforesaid; thence west along the north line of said Lot 5 to the east line of North Sheffield Avenue; thence north along said east line to the point of intersection with the easterly extension of the south line of Lot 47 in Block 4 aforesaid; thence west along the south line of said Lot 47 and its easterly extension to a line 50 feet west of and parallel with the east line of said Lot 47; thence north along the aforesaid parallel line to a point on the north line of West Roscoe Street; thence west along said north line to the southwest corner of Lot 11 in Block 2 in George Cleveland Subdivision; thence north along the west line of Lots 1 to 11 in Block 2 aforesaid and its northerly extension to a point on the north line of West Newport Avenue; thence west along said north line to the most westerly southwest corner of Lot 13 in Block 6 in E. J. Lehman's Subdivision of Lot 4 (except the railroad) of the Assessor's Subdivision of the northwest quarter of the southeast quarter

of Section 20 aforesaid; thence northwesterly along the southwesterly line of Lots 1 to 13 in Block 6, the southwesterly line of Lots 1 to 12 in Block 5, the southwesterly line of Lots 2 to 9 in Block 1 and their northwesterly extensions in E. J. Lehman's Subdivision aforesaid to the most westerly southwest corner of Lot 2 in Block 1 aforesaid; thence southwest along the southeast line of Lot 1 in Block 1 aforesaid to the south line of Lot 1 aforesaid; thence west along said south line to the southwest corner of said Lot 1; thence northeasterly along the northwesterly line of said Lot 1 to the south line of West Addison Street; thence east along said south line and its easterly extension to the northwest corner of Lot 1 in Weage and Hyde's Subdivision of Block 1 in the Assessor's Subdivision aforesaid; thence northwesterly to the most southerly southwest corner of Block 14; thence northwesterly along the northeast line of North Clark Street to the east line of North Seminary Avenue; thence north along the east line of North Seminary Avenue to the south line of West Waveland Avenue; thence east along the south line of West Waveland Avenue to the point of beginning; excepting therefrom the following described parcel: beginning at the northeast corner of Lot 1 in Weage and Hyde's Subdivision aforesaid; thence south along the east line of Lots 1 to 7 in the aforesaid subdivision to the southeast corner of Lot 7; thence east along the north line of Lot 8 in the aforesaid subdivision and its easterly extension to the west line of Lot 19 in the aforesaid subdivision; thence north along the aforesaid west line to the northwest corner of said Lot 19; thence east along the north line of said Lot 19 to the southwest corner of Lot 20 in the aforesaid subdivision; thence north along the west line of Lots 20 to 25 and its northerly extension to the north line of West Addison Street; thence west along the north line of West Addison Street to the northerly extension of the west line of Lots 1 to 7 aforesaid; thence south along the aforesaid extension to the point of beginning; also excepting therefrom the following described parcel: Lot 70 in the resubdivision of Block 2 in Hambleton, Weston, and Davies' Subdivision of the south half of the southeast quarter of the southeast quarter of Section 20 aforesaid; also excepting therefrom the following described parcel: Lot 4 in Boettner's Subdivision of Lots 1 and 2 of Wiegler's Subdivision of Lots 19 and 20 of Outlot 4 of Canal Trustees' Subdivision of the east half of Section 29 aforesaid; and also excepting therefrom the following described parcel: Lot 4 in Francis M. Barton's Subdivision of Lot 2 in Block 2 in subdivision of part of Block 2 of subdivision of part of the west half of Outlot 5 of Canal Trustees' Subdivision aforesaid, in Cook County, Illinois.

*Exhibit 3.**Central Lakeview Merchants' Association**Special Service Area Number 17**Permanent Index Numbers.*

14-20-208-003	14-20-409-019
14-20-400-028	14-20-409-020
14-20-400-029	14-20-409-021
14-20-400-030	14-20-409-022
14-20-400-031	14-20-409-023
14-20-400-032	14-20-409-024
14-20-400-033	14-20-409-025
14-20-402-011	14-20-409-026
14-20-402-012	14-20-409-027
14-20-402-013	14-20-409-028
14-20-402-014	14-20-410-001
14-20-402-015	14-20-410-013
14-20-402-016	14-20-410-014
14-20-402-017	14-20-410-015
14-20-403-001	14-20-412-031
14-20-403-003	14-20-412-032
14-20-403-004	14-20-412-033
14-20-403-005	14-20-412-034
14-20-403-006	14-20-412-041
14-20-403-007	14-20-412-042

14-20-403-008	14-20-413-087
14-20-403-052	14-20-413-002
14-20-403-053	14-20-413-003
14-20-403-012	14-20-413-004
14-20-403-013	14-20-413-005
14-20-403-014	14-20-417-040
14-20-403-015	14-20-417-042
14-20-403-016	14-20-417-036
14-20-403-017	14-20-417-037
14-20-403-018	14-20-417-038
14-20-403-057	14-20-417-039
14-20-403-059	14-20-418-001
14-20-403-060	14-20-418-002
14-20-403-048	14-20-418-003
14-20-403-054	14-20-418-004
14-20-403-055	14-20-418-005
14-20-403-040	14-20-418-006
14-20-403-049	14-20-418-007
14-20-403-051	14-20-418-024
14-20-403-032	14-20-418-026
14-20-403-061	14-20-418-027
14-20-403-025	14-20-418-028
14-20-404-001	14-20-418-029
14-20-404-002	14-20-418-030

14-20-418-031	14-20-425-007
14-20-418-032	14-20-425-008
14-20-419-077	14-20-425-010
14-20-419-078	14-20-425-011
14-20-419-002	14-20-425-012
14-20-419-003	14-20-425-029
14-20-419-004	14-20-426-015
14-20-419-005	14-20-426-038
14-20-419-007	14-20-426-019
14-20-419-008	14-20-426-020
14-20-420-001	14-20-426-021
14-20-420-051	14-20-426-022
14-20-420-052	14-20-426-025
14-20-420-003	14-20-426-026
14-20-420-004	14-20-426-027
14-20-420-053	14-20-418-028
14-20-421-039	14-20-426-029
14-20-421-023	14-20-426-030
14-20-421-022	14-20-426-031
14-20-421-021	14-20-426-032
14-20-422-044	14-20-426-033
14-20-422-022	14-20-426-034
14-20-422-020	14-20-426-035
14-20-422-021	14-20-426-037

14-20-423-038	14-20-426-041
14-20-423-037	14-20-426-040
14-20-423-036	14-20-427-003
14-20-424-018	14-20-427-004
14-20-424-019	14-20-427-005
14-20-424-020	14-20-427-006
14-20-424-021	14-20-427-007
14-20-424-022	14-20-427-008
14-20-424-023	14-20-427-028
14-20-424-024	14-29-200-001
14-20-424-025	14-29-200-021
14-20-424-027	14-29-200-022
14-20-424-028	14-29-200-041
14-20-424-031	14-29-200-039
14-20-424-032	14-29-201-001
14-20-424-036	14-29-201-002
14-20-424-037	14-29-201-003
14-20-424-038	14-29-201-004
14-20-424-039	14-29-201-005
14-20-424-040	14-29-201-006
14-20-425-001	14-29-201-007
14-20-425-002	14-29-202-038
14-20-425-003	14-29-202-039
14-20-425-004	14-29-202-002
14-20-425-005	14-29-202-003

14-20-425-006	14-29-202-004
14-29-202-005	14-29-204-011
14-29-202-006	14-29-204-012
14-29-203-001	14-29-204-013
14-29-203-002	14-29-205-004
14-29-203-003	14-29-205-001
14-29-203-005	14-29-206-053
14-29-203-022	14-29-206-054
14-29-203-028	14-29-206-055
14-29-203-029	14-29-206-056
14-29-203-030	14-29-206-057
14-29-204-032	14-29-206-058
14-29-204-033	14-29-206-059
14-29-204-034	14-29-206-060
14-29-204-001	14-29-206-061
14-29-204-002	14-29-206-067
14-29-204-003	14-29-210-038
14-29-204-004	14-29-210-043
14-29-204-005	14-29-211-001
14-29-204-006	14-29-211-002
14-29-204-037	14-29-211-003
14-29-204-008	14-29-211-013
14-29-204-009	14-29-211-033
14-29-204-010	14-29-211-034

14-29-214-001	14-29-221-006
14-29-214-002	14-29-224-013
14-29-216-030	14-29-225-001
14-29-216-031	14-29-225-026
14-29-216-038	14-29-228-018
14-29-216-039	14-29-228-019
14-29-217-001	14-29-228-020
14-29-220-042	14-29-228-021
14-29-221-014	14-29-229-001
14-29-221-015	14-29-229-010

ESTABLISHMENT OF SPECIAL SERVICE AREA NUMBER 18
AND LEVY OF SPECIAL ANNUAL SERVICES TAX.

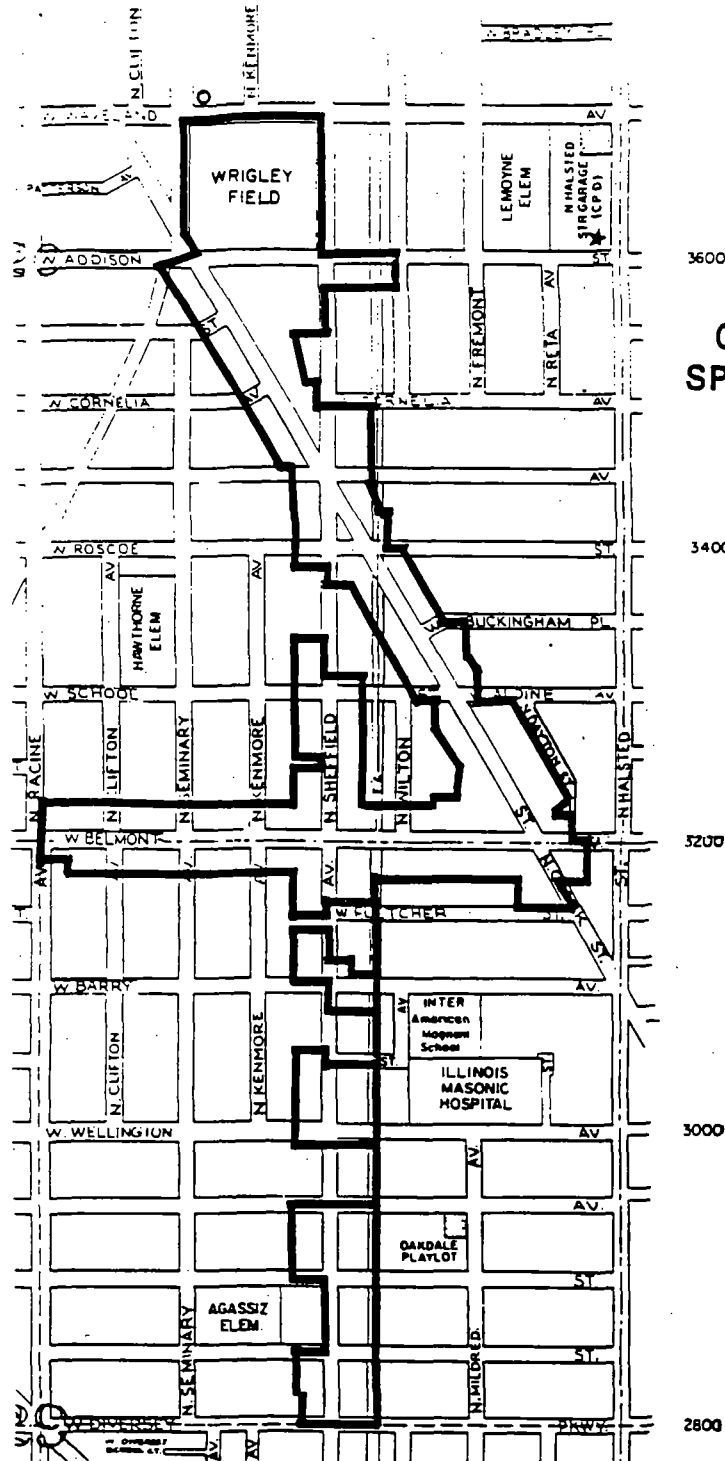
The Committee on Finance submitted the following report:

CHICAGO, October 28, 1997.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the establishment of Special Service Area Number 18, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

(Continued on page 54372)

*Exhibit 2.**Central Lakeview Special Service Area.*

3600

**CENTRAL LAKEVIEW
SPECIAL SERVICE AREA**

3400

3200

3000

2800

**CITY OF CHICAGO**
RICHARD M. DALEY, MayorDEPARTMENT OF PLANNING
AND DEVELOPMENT
CHRISTOPHER R. HILL, Commissioner

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, Steele, Beavers, Dixon, Shaw, Buchanan, Frias, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 47.

Nays -- None.

Alderman Natarus 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(1) 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 "Act") and pursuant to the Property Tax Code, 35 ILCS 205/1, et seq., as amended from time to time; and

WHEREAS, The City Council of the City of Chicago (the "City") determines that it is in the best interests of the City of Chicago to establish a special service area to be known and designated as Special Service Area Number 18 (the "Area") to provide certain special governmental services in addition to services provided generally by the City, all as further provided in this ordinance (the "Special Services"), and further determines to authorize the levy of an annual ad valorem real property tax in the Area sufficient to produce revenues required to provide those Special Services (the "Services Tax"); now, therefore,

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

said Lot 8; thence northerly along the westerly line of a vacated alley to the westerly extension of the northerly line of Lot 8 in Kerfoot's Subdivision of Lot 1 in Block 8 of said Assessor's Division; thence easterly along said westerly extension and northerly line to said westerly right-of-way line of Halsted Street; thence northerly along said

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. Findings. The City Council of the City finds and declares as follows:

a) the Area, as established by this ordinance, consists of contiguous territory in the City;

b) on July 2, 1997 the City Council of the City enacted an ordinance (the "Notice Ordinance") authorizing a public hearing (the "Public Hearing") to consider the establishment of the Area and the levy of the Services Tax on the taxable property located in the Area to provide the Special Services;

c) notice of the Public Hearing was given by publication at least once not less than fifteen (15) days prior to the hearing in the *Chicago Sun-Times*, a newspaper published in and of general circulation within the City, and notice of the Public Hearing was also given by depositing copies of the notice in the United States mail, certified mail return receipt requested, addressed to the person or persons in whose name the general taxes for the last preceding year were paid on each property lying within the Area not less than ten (10) days prior to the time set for the hearing;

d) the notice complied with all of the applicable provisions of the Act;

e) the Public Hearing was held on August 20, 1997 by the Committee on Finance of the City Council of the City. All interested persons, including all persons owning real property located within the Area, were given an opportunity to be heard at the Public Hearing regarding any issues embodied in the notice and an opportunity to file with the City Clerk of the City written objections to such issues;

f) the Committee on Finance of the City Council of the City has heard and considered all of the comments, objections, protests and statements made at the Public Hearing with regard to the issues embodied in the notice and has determined to recommend to the City Council of the City that it is in the public interest and in the interest of the City and the Area to establish the Area and to authorize the levy of the Service Tax, all as provided in this Ordinance;

g) the Public Hearing was finally adjourned on August 20, 1997; and

h) the City Council of the City hereby finds and determines that it is in the best interests of the City that the Area be established and the Services Tax be authorized, all as set forth herein.

SECTION 3. Area Established. There is established a special service area located within the City to be known and designated as Special Service

Area 18. The approximate street location of the Area consists of both sides of North Halsted Street from the north side of West Belmont Avenue to the north side of West Grace Street and both sides of North Broadway to the south side of West Sheridan Road. The Area is further described by a legal description attached hereto and incorporated herein as Exhibit 1, a map of the Area attached hereto and incorporated herein as Exhibit 2, and Permanent Index Numbers attached hereto and incorporated herein as Exhibit 3.

SECTION 4. Special Services Authorized. The Special Services authorized hereby may include maintenance and beautification activities, financing of storefront facade improvements, financing of sidewalk maintenance and improvement activities, coordinated promotional and advertising activities for the area, and other technical assistance activities to promote commercial and economic development. The Special Services shall be in addition to services provided to and by the City of Chicago generally.

SECTION 5. Authorization Of Levy. There is hereby authorized to be levied in each year beginning in tax year 1997 through and including tax year 2003 the Services Tax upon the taxable property located within the boundaries of the Area to produce revenues required to provide the Special Services, said Services Tax not to exceed the sum of one fourth of one percent (.4%) of the equalized assessed value of taxable property therein. The Services Tax shall be in addition to all other taxes provided by law and shall be levied pursuant to the provisions of the Revenue Act of 1939, as amended from time to time. The levy of the Services Tax for each year shall be made by annual ordinance, commencing with this ordinance.

SECTION 6. Appropriations. Based on the recommendation of the Department of Planning and Development, there is hereby appropriated the following sum in the amounts and for the purposes necessary to provide the Special Services in and for the Area indicated as follows:

Special Service Area Number 18

Special Service Area Budget.

For the fiscal year beginning January 1, 1998 and ending December 31, 1998;

Expenditures

Service Provider Agreement for the provision of Special Services, to be authorized by future ordinance	\$83,200

TOTAL BUDGET REQUEST:	\$83,200

Source Of Funding

Tax levy at a rate not to exceed four-tenths percent (.4%)	\$83,200

SECTION 7. 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, pursuant to the Act and pursuant to the provisions of this ordinance, the sum of Eighty-three Thousand Two Hundred Dollars (\$83,200) as the amount of the Services Tax for the tax year 1997.

SECTION 8. Commission Authorized. Commission Authorized. There is hereby established the North Halsted Special Service Area Commission (the "Commission") which shall consist of nine (9) members. The Mayor, with the approval of the City Council, shall appoint the initial Commission members from a list of nominees submitted by the North Halsted Area Merchants Association, an Illinois not-for-profit corporation (the "Association"). Of the initial Commission members, five (5) members shall be appointed to serve for two (2) year terms, and four (4) shall be appointed to serve for one (1) year terms. Upon the expiration of the terms of any Commission member, the Mayor, with the approval of City Council, shall appoint a successor Commission member from a list of nominees submitted by the Association. Other than the initial Commissioners, each Commission member shall be appointed to serve for a term of two (2) years and 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 from a list of nominees submitted by the Association. 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 no more than two (2) successive two (2) 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 9. Powers Of The Commission. The Commission is hereby granted the following powers:

- (a) to recommend the rate or amount of the Services Tax and an annual budget to the City Council;
- (b) to recommend a sole service provider contract, including a scope of services and a contractor therefore, to the City Council for the provision of the Special Services.

SECTION 10. Protests And Objections. If a petition of objection is filed with the Office of the City Clerk of the City signed by at least fifty-one percent (51%) of the electors residing within the boundaries of Special Service Area Number 18 and by at least fifty-one percent (51%) of the owners of record of the property included within the boundaries of the Area within sixty (60) days following the adjournment of the Public Hearing, all as provided for in Section 27-55 of the Act, as a result of such filing this ordinance shall be considered null and void, the Area shall not be created, and the Services Tax shall not be levied.

SECTION 11. Severability. If any provision of this ordinance or the application of any such provision to any person or circumstances shall be invalid, such invalidity shall not affect the provisions or application of this ordinance which can be given effect without the invalid provision or application, and to this end each provision of this ordinance is declared to be severable.

SECTION 12. Filing. The City Clerk is hereby ordered and directed to file in the Office of the Cook County Clerk, in accordance with Section 27-75 of the Act, a certified copy of this ordinance containing an accurate map thereof. The City Clerk is hereby further ordered and directed to file in the Office of the Recorder of Deeds of Cook County, in accordance with Section 27-40 of the Act, a certified copy of this ordinance containing a description of the Area, within sixty (60) days of the effective date of this ordinance. In addition, the City Clerk is hereby further ordered and directed to file in the Office of the Cook County Clerk, in accordance with Section 27-75 of the Act, a certified copy of this ordinance on or prior to December 30, 1997, 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 1997 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 13. 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 14. Publication. This ordinance shall be published by the City Clerk, in pamphlet form, by preparing at least one-hundred (100) copies thereof, which copies are to be made available in his office for public inspection and distribution to members of the public who may wish to avail themselves of a copy of this ordinance.

SECTION 15. Effective Date. This ordinance shall take effect ten (10) days after its passage and publication.

[Exhibit 2 referred to in this ordinance printed on page 54386 of this Journal.]

Exhibits 1 and 3 referred to in this ordinance read as follows:

Exhibit 1.

*North Halsted Area Merchants Association
Description Of Special Service Area.*

That part of the northeast quarter and the southeast quarter of Section 20 and the northwest quarter of fractional Section 21, Township 40 North, Range 14 East of the Third Principal Meridian, described as follows:

beginning at the intersection of the southerly right-of-way line of Sheridan Road with the easterly right-of-way line of Halsted Street; thence easterly along said southerly right-of-way line to the easterly line of Lot 8 in Block 3 of Peleg Hall's Addition to Chicago; thence southerly along said easterly line to the northerly line of Lot 9 in said addition; thence easterly along said northerly line to the easterly line of Lots 9 through 15 (inclusive) in said addition; thence southerly along said easterly line and its extension southerly to the southerly right-of-way line of Grace Street; thence westerly along said southerly right-of-way line to said easterly right-of-way line of Halsted Street; thence southerly along said easterly right-of-way line to the northerly corner of Lot 1 in Bradley's Subdivision of Block 4 of Hundley's Subdivision, also being the intersection of said easterly right-of-way line with the westerly right-of-way line of North Broadway; thence southerly along said westerly right-of-way line to the southeast corner of Lot 2 in said Bradley's Subdivision; thence westerly along the southerly line of said Lot 2 to said easterly right-of-way line of Halsted Street; thence

southerly along said easterly right-of-way line to the northwest corner of Lot 5 in said Bradley's Subdivision; thence easterly along the northerly line of said Lot 5 to the northeast corner thereof; thence southerly along the easterly line of said Lot 5 to the northerly right-of-way line of Waveland Avenue; thence easterly along said northerly right-of-way line to the northerly extension of the easterly line of Lot 1 in Otto F. Harn's Resubdivision of Lots 24 and 25 of Block 9 of Hundley's Subdivision; thence southerly along said northerly extension and easterly line to an angle point in said line; thence continuing southerly along said easterly line to the southeast corner of said Lot 1, also being the northeast corner of Lot 23 in said Hundley's Subdivision of Lots 3 to 21 and 33 to 37 of Pine Grove Subdivision; thence southerly along the easterly line of said Lot 23 and the easterly line of Lots 19 through 22 (inclusive) in said Hundley's Subdivision to the southeast corner of said Lot 19, also being the northeast corner of Lot 18 in said subdivision; thence southerly along the easterly line of said Lot 18 to the southeast corner thereof; thence westerly along the southerly line of said Lot 18 to the northerly extension of the easterly line of the westerly 65 feet of Lots 1 through 3 (inclusive) of the subdivision of Lots 15, 16 and 17 of Block 9 of said Hundley's Subdivision; thence southerly along said northerly extension and easterly line of said westerly 65 feet and its southerly extension to the southerly right-of-way line of Addison Street; thence westerly along said southerly right-of-way line to said easterly right-of-way line of Halsted Street; thence southerly along said easterly right-of-way line to the southerly right-of-way line of Brompton Avenue, also being the northwest corner of Lot 1 in the resubdivision of Lots 12 to 14 in Tilt's Addition to Lake View Subdivision; thence easterly along said southerly right-of-way line to the northwest corner of Lot 5 in said resubdivision; thence southerly along the westerly line of said Lot 5 to the southwest corner thereof; thence easterly along the southerly line of said Lot 5 to the southeast corner thereof, also being the easterly northeast corner of a public alley in said resubdivision; thence southerly along the easterly line of said public alley to the southeast corner thereof, also being on the northerly line of Lot 11 in said Tilt's Addition; thence easterly along said northerly line to the northerly extension of the westerly line of the easterly 50 feet of Lot 10 in said addition; thence southerly along said northerly extension to the southerly line of said Lot 11; thence westerly along said southerly line to the westerly line of the easterly 100 feet of said Lot 10; thence southerly along said westerly line and its southerly extension to the southerly right-of-way line of Cornelia Avenue; thence westerly along said southerly right-of-way line to a point 91.58 feet from said easterly right-of-way line of Halsted Street (as projected along said southerly right-of-way line); thence 48 feet southerly, parallel with said easterly right-of-way line; thence easterly to the easterly line of the westerly 120 feet of Block 14 in said Hundley's Subdivision; thence southerly along said easterly line to the southerly line of the northerly 72 feet of said Block 14; thence westerly along said southerly line to said easterly right-of-way line of Halsted Street; thence 24.12 feet southerly along said easterly right-of-way line;

thence 75 feet easterly parallel with the last said southerly line; thence 3.12 feet northerly normal from the last line; thence easterly to said easterly line of said westerly 120 feet of said block; thence southerly along said easterly line to the northerly line of Lot 24 in E.J.M. Hale's Resubdivision of Block 15 of said Hundley's Subdivision; thence easterly along the northerly line of said Lot 24 to the northeast corner thereof; thence southerly along the easterly line of said lot and easterly lines of Lots 21 through 23 (inclusive) in said resubdivision to the southeast corner of the northerly 25 feet of said Lot 21; thence westerly along the southerly line of said northerly 25 feet to the easterly line of the westerly 120 feet of Lots 19 through 21 (inclusive) in said resubdivision; thence southerly along the easterly line and its southerly extension to the southerly right-of-way line of Roscoe Street; thence westerly along said southerly right-of-way line to the northeast corner of Lot 1 in W. J. Haerther's North Shore Addition; thence southerly along the easterly line of said Lot 1 and the easterly lines of Lots 2 through 10 (inclusive) to the northerly right-of-way line of Buckingham Avenue; thence easterly along said northerly right-of-way line to the northerly extension of the easterly line of Lot 14 in Geo. Whittboldt's Subdivision of parts of Lots 1 and 2 and Lot 4 in Emma Whittboldt's Subdivision; thence southerly along said northerly extension and easterly line to the southeast corner of said Lot 14; thence westerly along the southerly line of said Lot 14 and the southerly line of Lots 10 through 13 (inclusive) in Geo. Whittboldt's Subdivision to the southwest corner of said Lot 10; thence northerly along the westerly line of said Lot 10 to said southerly right-of-way line of Buckingham Avenue; thence westerly along said southerly right-of-way line to the westerly line of the easterly 52.61 feet of Lots 1 and 2 in said Geo. Whittboldt's Subdivision; thence southerly along said westerly line to the southerly line of the northerly $3\frac{1}{2}$ feet of said Lot 2; thence easterly along said southerly line to the easterly line of said Lot 2; thence southerly along said easterly line and along the easterly line of Lots 3 through 6 (inclusive) in said subdivision to the northerly right-of-way line of Aldine Avenue; thence easterly along said northerly right-of-way line to the northerly extension of the easterly line of Lots 17 through 20 (inclusive) in E. E. Hundley's Resubdivision of Lot 40 of Pine Grove Subdivision; thence southerly along said northerly extension and easterly line to the southeast corner of said Lot 20; thence westerly along the southerly line of said Lot 20 to the westerly line of the easterly 65 feet of Lots 21 through 24 (inclusive) in said resubdivision; thence southerly along said easterly line and its southerly extension to the southerly right-of-way line of Melrose Street; thence westerly along said southerly right-of-way line to said easterly right-of-way line of Halsted Street; thence southerly along said easterly right-of-way line to the northwest corner of the southerly 102.7 feet of the westerly 72 feet of Lot 41 in said Pine Grove Subdivision; thence easterly along the northerly line of said southerly 102.7 feet to the easterly line of said westerly 72 feet; thence southerly along said easterly line to the northerly right-of-way line of Belmont Avenue; thence westerly along said northerly right-of-way line to said easterly

right-of-way line of Halsted Street; thence westerly to the intersection of the northerly right-of-way line of Belmont Avenue with the westerly right-of-way line of Halsted Street; thence westerly along said northerly right-of-way line to the southwest corner of the easterly 50.40 feet of Lot 1 in Hambleton Weston and Davies Subdivision; thence 74.00 feet northerly along the westerly line of said easterly 50.40 feet; thence 39.60 feet westerly, parallel with said northerly right-of-way line; thence 51.00 feet northerly to the north line of the south half of Lot 3 in said Hambleton Weston and Davies Subdivision; thence easterly along said northerly line to said westerly right-of-way line of Halsted Street, 125 feet northerly (as projected along said westerly right-of-way line) of said right-of-way line intersection; thence northerly along said westerly right-of-way line to the southeast corner of the northerly half of Lot 6 in said subdivision; thence westerly along the southerly line of said northerly half of the westerly line of said Lot 6; thence northerly along said westerly line and the westerly lines of Lots 7, 8 and 9 in said subdivision to the northwest corner of said Lot 9; thence easterly along the northerly line of said lot to the southwest corner of Lot 6 in Weston's Subdivision of Lots 10, 11 and 12 in Block 1 of said Hambleton, Weston and Davies Subdivision; thence northerly along the westerly line of said lot and along the westerly lines of Lot 5 and Lot 4 in said Weston's Subdivision to the northwest corner of said Lot 4; thence easterly along the northerly line thereof to said westerly right-of-way line of Halsted Street; thence northerly along said westerly right-of-way line to the southerly right-of-way line of Aldine Avenue; thence westerly along said southerly right-of-way line to the southerly extension of the westerly line of Lots 30, 31 and 32 in Buckingham's Subdivision of Lot 4 of Circuit Court Partition; thence northerly along said southerly extension and westerly line to the northwest corner of said Lot 32; thence easterly along the northerly line of said Lot 32 to said westerly right-of-way line of Halsted Street; thence northerly along said westerly right-of-way line to the southeast corner of Lot 35 in said subdivision; thence westerly along the southerly line of said Lot 35 to the southwest corner thereof; thence northerly along the westerly line of said lot and the westerly line of Lots 36 through 39 (inclusive) in said subdivision and its northerly extension to the northerly right-of-way line of Buckingham Place; thence easterly along said northerly right-of-way line to the southwest corner of Lot 2 in the resubdivision of Lots 39 and 40 of Block 1 in said Buckingham's Subdivision; thence northerly along the westerly line of said Lot 2 to the northwest corner thereof, also being on the southerly line of Lot 41 in said Buckingham's Subdivision; thence westerly along said southerly line to the southwest corner of said Lot 41; thence northerly along the westerly line of said lot to the northwest corner thereof; thence easterly along the northerly line of said lot to said westerly right-of-way line of Halsted Street; thence northerly along said westerly right-of-way line to the southeast corner of Lot 43 in said subdivision; thence westerly along the southerly line of said lot to the southwest corner thereof; thence northerly along the westerly line of said lot and along the westerly line of Lot 44 in said subdivision to the northwest corner of said Lot 44; thence easterly along the northerly line of said Lot 44 to said westerly right-of-way line of Halsted Street; thence northerly along said westerly right-of-way line to the southeast corner

of Lot 46 in said subdivision; thence westerly along the southerly line of said Lot 46 to the southwest corner thereof; thence northerly along the westerly line of said lot and along the westerly line of Lot 47 and Lot 48 in said subdivision and its northerly extension to the northerly right-of-way line of Roscoe Street; thence easterly along said northerly right-of-way line to the southwest corner of Lot 97 in Feinberg's Sheridan Drive Addition; thence northerly along the westerly line of said Lot 97 and along the westerly line of Lots 94 through 96 (inclusive) in said subdivision to the northwest corner of said Lot 94; thence easterly along the northerly line of said Lot 94 to said westerly right-of-way line of Halsted Street; thence northerly along said westerly right-of-way line to the southeast corner of Lot 90 in said addition; thence westerly along the southerly line of said Lot 90 to the southwest corner thereof; thence northerly along the westerly line of said lot and along the westerly line of Lot 89 in said addition to the northwest corner of said Lot 89; thence easterly along the northerly line of said lot to said westerly right-of-way line of Halsted Street; thence northerly along said westerly right-of-way line to the southerly right-of-way line of Newport Avenue; thence westerly along said southerly right-of-way line to the southerly extension of the westerly line of Lots 3, 4 and 5 in Feinberg's Sheridan Drive Addition; thence northerly along said southerly extension and westerly line to the northwest corner of said Lot 3 in said subdivision; thence easterly along the northerly line of said Lot 3 to said westerly right-of-way line of Halsted Street; thence northerly along said westerly right-of-way line to the southeast corner of Lot 1 in said subdivision; thence westerly along the southerly line of said Lot 1 to the southwest corner thereof; thence northerly along the westerly line of said Lot 1 to the northwest corner thereof; thence easterly along the northerly line of said Lot 1 to said westerly right-of-way line of Halsted Street; thence northerly along said westerly right-of-way line to the southeast corner of Lot 42 in Mitchell and O'Dea's Subdivision; thence westerly along the southerly line of said Lot 42 to the southwest corner thereof; thence northerly along the westerly line of said lot and along the westerly line of Lots 37 through 41 (inclusive) in said subdivision and its northerly extension to the northerly right-of-way line of Cornelia Avenue; thence easterly along said northerly right-of-way line to the southeast corner of Lot 69 in Benton's Addison Street Addition; thence northerly along the easterly line of said lot to the southerly line of Lot 68 in said addition; thence easterly along said southerly line to said westerly right-of-way line of Halsted Street; thence northerly along said westerly right-of-way line to the southeast corner of Lot 67 in said addition; thence westerly along the southerly line of said Lot 67 to the southwest corner thereof; thence northerly along the westerly line of said lot and along the westerly line of Lots 63 through 66 (inclusive) in said addition to the northwest corner of said Lot 63; thence easterly along the northerly line of said Lot 63 to said westerly right-of-way line of Halsted Street; thence northerly along said westerly right-of-way line to the southeast corner of Lot 60 in said addition; thence westerly along the southerly line of said Lot 60 to the southwest corner thereof; thence northerly along the westerly line of said Lot 60 and along the westerly line of Lots 54 through 59 (inclusive) in said addition to the northwest corner of said

Lot 54; thence easterly along the northerly line of said Lot 54 to said westerly right-of-way line of Halsted Street; thence northerly along said westerly right-of-way line to the southeast corner of Lot 52 in said addition; thence westerly along the southerly line of said Lot 52 to the southwest corner thereof; thence northerly along the westerly line of said Lot 52 and along the westerly line of Lots 49, 50 and 51 in said addition and its northerly extension to the northerly right-of-way line of Addison Street; thence easterly along said northerly right-of-way line to said westerly right-of-way line of Halsted Street; thence 150 feet northerly along said westerly right-of-way line; thence 150 feet westerly parallel with said northerly right-of-way line of Addison Street; thence 140 feet northerly to a line 290 feet northerly (as projected along said westerly right-of-way line) of the last described right-of-way intersection; thence 60.12 feet easterly along the last line; thence 30.43 feet southerly; thence easterly to said westerly right-of-way line of Halsted Street; thence northerly along said westerly right-of-way line to the southerly right-of-way line of Waveland Avenue; thence westerly along said southerly right-of-way line to the southerly extension of the westerly line of Lots 1 through 6 (inclusive) in Timothy Bradley's Trustees Subdivision; thence northerly along said southerly extension and said westerly line to the northwest corner of said Lot 1; also being on the southerly line of Lot 5 in a resubdivision of Lots 1 to 5 in a subdivision of Lots 4, 5 and 8 of Bradley, Crookson and Bradley's Subdivision; thence westerly along said southerly line of Lot 5 in said resubdivision to the southwest corner thereof; thence northerly along the westerly line of said Lot 5 and along the westerly line of Lots 3 and 4 in said resubdivision to the northwest corner of said Lot 3; thence easterly along the northerly line of said Lot 3 to said westerly right-of-way line of Halsted Street; thence northerly along said westerly right-of-way line to the southerly line of the northerly half of vacated Bradley Place; thence westerly along said southerly line to the centerline of Freemont Street; thence northerly along said centerline to the westerly extension of the northerly line of vacated Bradley Place; thence easterly along said westerly extension and northerly line to said westerly right-of-way line of Halsted Street; thence 207.41 feet northerly along said westerly right-of-way line; thence 97.2 feet westerly; thence 24.5 feet northerly; thence 3 feet easterly; thence 22.5 feet northerly; thence 8.05 feet easterly; thence 26.05 feet northerly; thence 43.79 feet westerly; thence 46.12 feet northerly to the southerly right-of-way line of Grace Street; thence westerly along said southerly right-of-way line to the southerly extension of the westerly line of Lot 8 in Assessor's Division of Block 8 of Laflin Smith and Dyer's Subdivision; thence northerly along said southerly extension and westerly line to the northwest corner of westerly right-of-way line to the southerly line of the northerly 7.5 feet of Lot 6 in said Kerfoot's Subdivision; thence 110.93 feet westerly along said southerly line; thence 158.19 feet northerly; thence 25.58 feet easterly; thence 9.37 feet northerly; thence easterly to said westerly right-of-way line of Halsted Street; thence northerly along said westerly right-of-way line to the southerly right-of-way line of Sheridan Road; thence easterly to said point of beginning, all in the City of Chicago, Cook County, Illinois.

*Exhibit 3.**Permanent Index Numbers To Be Included In The
North Halsted Special Service Area.*

14-20-214-018-0000	14-20-410-012-0000
14-20-214-026-0000	14-20-410-049-0000
14-20-222-015-0000	14-20-410-051-0000
14-20-223-025-0000	14-20-413-073-0000
14-20-223-026-0000	14-20-413-076-0000
14-20-223-027-0000	14-20-413-077-0000
14-20-223-028-0000	14-20-413-078-0000
14-20-223-029-0000	14-20-419-060-0000
14-20-223-030-0000	14-20-419-062-0000
14-20-223-031-0000	14-20-419-063-0000
14-20-230-010-0000	14-20-419-065-0000
14-20-407-023-0000	14-20-419-067-0000
14-20-407-025-0000	14-20-419-075-0000
14-20-407-026-0000	14-20-420-041-0000
14-20-407-027-0000	14-20-420-042-0000
14-20-407-028-0000	14-20-420-043-0000
14-20-407-031-0000	14-20-420-044-0000
14-20-407-032-0000	14-20-420-045-0000
14-20-407-039-0000	14-20-420-048-0000

14-20-420-049-0000	14-21-107-005-0000
14-20-420-050-0000	14-21-107-006-0000
14-20-427-016-0000	14-21-107-007-0000
14-20-427-017-0000	14-21-107-008-0000
14-20-427-027-0000	14-21-107-009-0000
14-20-427-031-0000	14-21-302-009-0000
14-20-427-036-0000	14-21-302-010-0000
14-21-102-001-0000	14-21-302-035-0000
14-21-102-007-0000	14-21-302-036-0000
14-21-102-008-0000	14-21-303-001-0000
14-21-102-009-0000	14-21-303-005-0000
14-21-102-010-0000	14-21-303-006-0000
14-21-102-011-0000	14-21-303-007-0000
14-21-102-012-0000	14-21-303-008-0000
14-21-102-013-0000	14-21-303-009-0000
14-21-102-014-0000	14-21-303-014-0000
14-21-102-015-0000	14-21-303-015-0000
14-21-104-001-0000	14-21-303-016-0000
14-21-104-002-0000	14-21-303-017-0000
14-21-104-005-0000	14-21-303-034-0000
14-21-107-001-0000	14-21-303-035-0000
14-21-107-002-0000	14-21-308-001-0000
14-21-107-003-0000	14-21-308-003-0000
14-21-107-004-0000	14-21-308-004-0000

14-21-308-005-0000	14-21-311-004-0000
14-21-308-006-0000	14-21-311-005-0000
14-21-309-003-0000	14-21-311-057-0000
14-21-309-054-0000	14-21-311-058-0000
14-21-309-059-0000	14-21-313-052-0000
14-21-311-003-0000	

ESTABLISHMENT OF SPECIAL SERVICE AREA NUMBER 19
AND LEVY OF SPECIAL ANNUAL SERVICES TAX.

The Committee on Finance submitted the following report:

CHICAGO, October 28, 1997.

To the President and Members of the City Council:

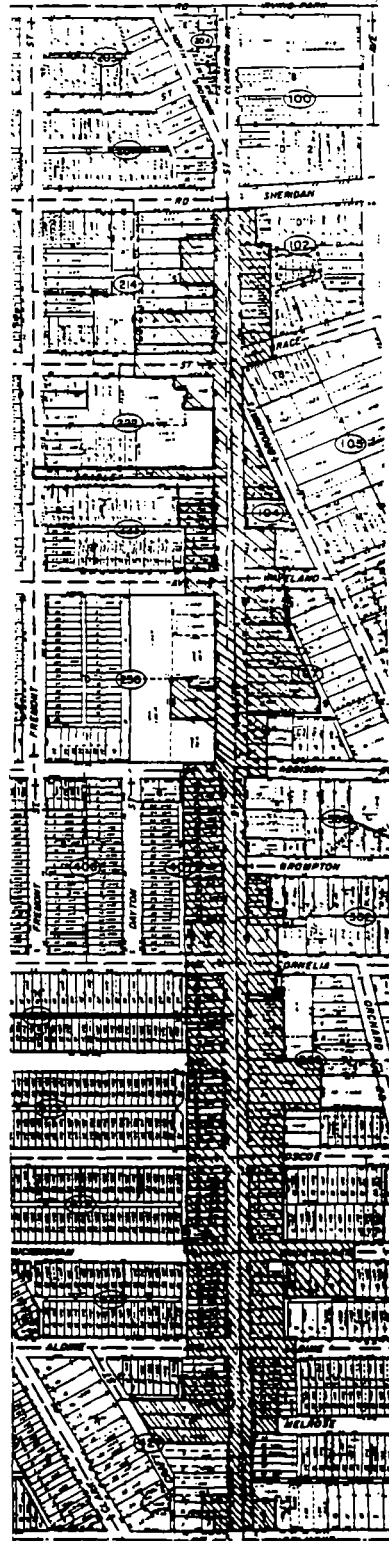
Your Committee on Finance, having had under consideration an ordinance authorizing the establishment of Special Service Area Number 19, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the committee.

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

(Continued on page 54387)

*Exhibit 2.**North Halsted Special Service Area.*

(Continued from page 54385)

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, Steele, Beavers, Dixon, Shaw, Buchanan, Frias, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 47.

Nays -- None.

Alderman Natarus 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(1) 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 "Act") and pursuant to the Revenue Act of 1939, 35 ILCS 205/1, et seq., as amended from time to time; and

WHEREAS, The City Council of the City of Chicago (the "City") determines that it is in the best interests of the City of Chicago to establish a special service area to be known and designated as Special Service Area Number 19 (the "Area") to provide certain special governmental services in addition to services provided generally by the City, all as further provided in this ordinance (the "Special Services"), and further determines to authorize the levy of an annual ad valorem real property tax in the Area sufficient to produce revenues required to provide those Special Services (the "Services Tax"); 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. Findings. The City Council of the City finds and declares as follows:

a) the Area, as established by this ordinance, consists of contiguous territory in the City;

b) on July 2, 1997 the City Council of the City enacted an ordinance (the "Notice Ordinance") authorizing a public hearing (the "Public Hearing") to consider the establishment of the Area and the levy of the Services Tax on the taxable property located in the Area to provide the Special Services;

c) notice of the Public Hearing was given by publication at least once not less than fifteen (15) days prior to the hearing in the *Chicago Sun-Times*, a newspaper published in and of general circulation within the City, and notice of the Public Hearing was also given by depositing copies of the notice in the United States mail, certified mail, return receipt requested, addressed to the person or persons in whose name the general taxes for the last preceding year were paid on each property lying within the Area not less than ten (10) days prior to the time set for the hearing;

d) the notice complied with all of the applicable provisions of the Act;

e) the Public Hearing was held on August 20, 1997 by the Committee on Finance of the City Council of the City. All interested persons, including all persons owning real property located within the Area, were given an opportunity to be heard at the Public Hearing regarding any issues embodied in the notice and an opportunity to file with the City Clerk of the City written objections to such issues;

f) the Committee on Finance of the City Council of the City has heard and considered all of the comments, objections, protests and statements made at the Public Hearing with regard to the issues embodied in the notice and has determined to recommend to the City Council of the City that it is in the public interest and in the interest of the City and the Area to establish the Area and to authorize the levy of the Services Tax, all as provided in this ordinance;

g) the hearing was finally adjourned on August 20, 1997; and

h) the City Council of the City hereby finds and determines that it is in the best interests of the City that the Area be established and the Services Tax be authorized, all as set forth herein.

SECTION 3. Area Established. There is established a special service area located within the City to be known and designated as City of Chicago Special Service Area Number 19. The approximate street location of the Area is Howard Street, between Greenview Avenue and Ridge Avenue, including but not limited to properties located on Paulina Street, Ashland Avenue, and Clark Street, near Howard Street. A legal description of the Area is attached as Exhibit 1, a map of the Area is attached as Exhibit 2 and the Permanent Index Numbers are attached as Exhibit 3. The exhibits are hereby incorporated herein.

SECTION 4. Special Services Authorized. The Special Services authorized hereby include but are not limited to, maintenance and beautification activities, including but not limited to graffiti removal and snow removal, coordinated promotional and advertising activities for the Area, security services and other technical assistance activities to promote commercial and economic development. The Special Services shall be in addition to services provided to and by the City of Chicago generally.

SECTION 5. Authorization Of Levy. There is hereby authorized to be levied in each year beginning in 1997 through and including 2006 the Services Tax upon the taxable property located within the boundaries of the Area to produce revenues required to provide the Special Services, said Services Tax not to exceed the sum of one percent (1.00%) of the equalized assessed value of taxable property therein. The Services Tax shall be in addition to all other taxes provided by law and shall be levied pursuant to the provisions of the Revenue Act of 1939, as amended, from time to time. The levy of the Services Tax for each year shall be made by annual ordinance, commencing with this ordinance.

SECTION 6. Appropriations. Based on the recommendation of the Department of Planning and Development, there is hereby appropriated the following sum in the amounts and for the purposes necessary to provide the Special Services in and for the Area indicated, as follows:

Special Service Area Number 19

Special Service Area Budget.

For the fiscal year beginning January 1, 1998 and ending December 31, 1998.

	Expenditures
Service Provider Agreement for the provision of Special Services, to be authorized by future ordinance	\$118,000
TOTAL BUDGET REQUEST:	\$118,000
Source Of Funding	
Tax levy at a rate not to exceed one percent (1.00%)	\$118,000

SECTION 7. 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, pursuant to the Act and pursuant to the provisions of this ordinance, the sum of One Hundred Eighteen Thousand Dollars (\$118,000) as the amount of the Services Tax for the tax year 1997.

SECTION 8. Commission Authorized. There is hereby established the Howard Street Special Service Area Commission (the "Commission") which shall consist of seven (7) members. The Mayor, with the approval of the City Council, shall appoint the initial Commission members from a list of nominees submitted by DevCorp North, an Illinois not-for-profit corporation ("DevCorp"). Of the initial Commission members, three (3) shall be appointed to serve for three (3) year terms, and four (4) members shall be appointed to serve for two (2) year terms. Upon the expiration of the terms of any Commission member, the Mayor, with the approval of City Council, shall appoint a successor Commission member from a list of nominees submitted by the DevCorp. Other than the initial Commissioners, each Commission member shall be appointed to serve for a term of two (2) years and until a successor is appointed. In the event of a vacancy on the Commission due to the resignation, death, inability to serve, removal by the Mayor, or other reason of a Commission member, the Mayor, with the approval of City Council, shall appoint a successor from a list of nominees submitted by DevCorp. Each successor so appointed shall serve for the remaining term for which he/she was appointed. The Commission shall designate one (1) member as the Chairman of the Commission, and he/she shall serve no more than two (2) successive two (2) 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 9. Powers of the Commission. The Commission is hereby granted the following powers:

- (a) to recommend the rate or amount of the Services Tax and an annual budget to the City Council;
- (b) to recommend a sole service provider contract, including a scope of services and a contractor therefor, to the City Council for the provision of the Special Services.

SECTION 10. Protests and Objections. If a petition of objection is filed with the Office of the City Clerk of the City signed by at least fifty-one

percent (51%) of the electors residing within the boundaries of the Area and by at least fifty-one percent (51%) of the owners of record of the property included within the boundaries of the Area within sixty (60) days following the adjournment of the Public Hearing, all as provided for in Section 27-55 of the Act, as a result of such filing this ordinance shall be considered null and void, the Area shall not be created, and the Services Tax shall not be levied.

SECTION 11. Severability. If any provision of this ordinance or the application of any such provision to any person or circumstances shall be invalid, such invalidity shall not affect the provisions or application of this ordinance which can be given effect without the invalid provision or application, and to this end each provision of this ordinance is declared to be severable.

SECTION 12. Filing. The City Clerk is hereby ordered and directed to file in the Office of the Cook County Clerk, in accordance with Section 27-75 of the Act, a certified copy of this ordinance containing an accurate map thereof. The City Clerk is hereby further ordered and directed to file in the Office of the Recorder of Deeds of Cook County, in accordance with Section 27-40 of the Act, a certified copy of this ordinance containing a description of the Area, within sixty (60) days of the effective date of this ordinance. In addition, the City Clerk is hereby further ordered and directed to file in the Office of the Cook County Clerk, in accordance with Section 27-75 of the Act, a certified copy of this ordinance on or prior to December 30, 1997, 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 1997 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 13. 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 14. Publication. This ordinance shall be published by the City Clerk, in pamphlet form, by preparing at least one hundred (100) copies thereof, which copies are to be made available in his office for public inspection and distribution to members of the public who may wish to avail themselves of a copy of this ordinance.

SECTION 15. Effective Date. This ordinance shall take effect ten (10) days after its passage and publication.

[Exhibit 2 referred to in this ordinance printed on
page 54400 of this Journal.]

Exhibits 1 and 3 referred to in this ordinance read as follows:

Exhibit 1.

Legal Description.

At tract of land in the southwest, southeast and northeast quarters of Section 30, and in the southwest and northwest quarters of Section 29, both in Township 41 North, Range 14 East of the Third Principal Meridan, which tract is more particularly described as follows:

beginning at the intersection of the centerline of Ridge Road with the centerline of West Howard Street; thence east along the centerline of West Howard Street, said centerline being also the north line of the south half of aforesaid Section 30, to an intersection with the southward extension of the west line of North Paulina Street; thence north along said extension, to an intersection with the former northeasterly right-of-way line of the Chicago, North Shore and Milwaukee Railroad; thence northwesterly along said northeasterly right-of-way line to the southwest corner of Lot 2 in Ferguson's Paulina Street Subdivision; thence north along the west line of said lot to an intersection with the west line of a public alley; thence north along said west line of said alley and the northward extension thereof, to an intersection with the centerline of West Jonquil Terrace; thence east along said centerline of an intersection with the centerline of North Paulina Street; thence south along said centerline to an intersection with the eastward extension of the south line of Lot 2 in Gunderson's North Birchwood Subdivision; thence west along said eastward extension and along the south line of said lot, to the southwest corner thereof, said corner being also a point on the east line of a public alley; thence south along said east line to the northwest corner of Lot 5 in aforesaid subdivision; thence east along the north line of and the eastward extension thereof of said lot to an intersection with the centerline of North Paulina Street; thence south on said centerline to an intersection with the westward extension of the north line of Lot 40 in aforesaid Birchwood Addition; thence east along said westward extension, crossing North Paulina Street, to the northwest corner of said lot; thence east along the north line of said lot and the eastward extension thereof, crossing a public alley, to an intersection with the east line of said alley; thence north

along said east line to an intersection with the north line of the south 2 feet of Lot 32 in aforesaid Birchwood Addition; thence east along said north line and the eastward extension thereof, to an intersection with the centerline of North Marshfield Avenue; thence north along said centerline to an intersection with the westward extension of the north line of Lot 17 in aforesaid Birchwood addition; thence east along said westward extension, and along said north line and the eastward extension thereof to an intersection with the centerline of a public alley; thence north along said centerline to an intersection with the westward extension of the north line of Lot 7 in a aforesaid Birchwood Addition; thence east along said westward extension and along said north line and the eastward extension thereof to an intersection with the centerline of North Ashland Avenue; thence south along said centerline to an intersection with the westward extension of the north line of Lot 32 in Germania Addition, in aforesaid Section 29; thence east along said westward extension and along said north line and the eastward extension thereof, to an intersection with the centerline of a public alley; thence north along said centerline to an intersection with the westward extension of the north line of Lot 37 in Germania Addition; thence east along said westward extension and along said north line and the eastward extension thereof to an intersection with the centerline of North Bosworth Avenue; thence south along said centerline to an intersection with the westward extension of the north line of Lot 55 in Germania Addition; thence east along said westward extension and along said north line to the northeast corner of said lot; thence eastward, crossing a public alley to the northwest corner of Lot 60 in aforesaid addition; thence east along the north line and the eastward extension thereof to an intersection with the centerline of North Greenview Avenue; thence south along said centerline to an intersection with the centerline of Rogers Avenue; thence northeasterly along the centerline of Rogers Avenue to an intersection with the northward extension of the east line of Lot 7 in James J. Barbour's Subdivision in aforesaid Section 29; thence south along said extension and along said east line and the southward extension thereof to an intersection with the centerline of West Howard Street; thence west along said centerline to an intersection with the centerline of North Greenview Avenue; thence south along said centerline to an intersection with the eastward extension of the north line of the south 10 feet of Lot 1 in Dora K. Smith's Subdivision in aforesaid Section 29; thence west along said extension and said north line to an intersection with the southeasterly line of Rogers Avenue; thence northwesterly, perpendicular to the southeasterly line of Rogers Avenue, to an intersection with the

centerline of Rogers Avenue; thence southwesterly along said centerline to a point opposite at 90 degrees to the southwest corner of Lot 5 in Ferguson's Birchwood Addition in aforesaid Section 29; thence north on the west line of said Lot 5 to an intersection with the centerline of a public alley; thence southwesterly along said centerline to an intersection with the centerline of a public alley; thence south along said centerline to an intersection with the northwesterly line of Rogers Avenue; thence southwesterly along said northwesterly line to an intersection with the northeasterly line of North Ashland Avenue; thence northwesterly along said northeasterly line to an angle point in North Ashland Avenue; thence southwesterly, crossing North Ashland Avenue, to the southeast corner of Lot 15 in aforesaid addition; thence west along the north line of a public alley to an angle point in said line; thence northwesterly along a northeasterly line of said alley to an angle point; thence north along the east line of said alley to an angle point in said alley; thence northwesterly along a northeasterly line of said alley at intersection with the east line of a public alley; thence northwesterly, crossing a public alley, to the southeast corner of Lot 10 in Ferguson's Birchwood Addition aforesaid; thence northwesterly along the southwesterly line of Lots 10 through 6 inclusive in Ferguson's Birchwood Addition to the southwest corner of said Lot 6; thence north along the west line of said Lot 6, to the southeast corner of Lot 5 in said addition; thence west along the south line of Lots 5 through 3 inclusive in said addition, to an angle point in the south line of said Lot 3; thence northwesterly along the southeasterly line of Lots 3 through 1 inclusive in said addition, to the southwest corner of said Lot 1; thence north along the west line of said Lot 1 to the northwest corner thereof, said corner being also a point on the south line of West Howard Street; thence west along said south line to an intersection with the westerly right-of-way line to the Chicago, Milwaukee, St. Paul and Pacific Railroad; thence southeasterly along said westerly line, and along said westerly line extended, to an intersection with the centerline of Rogers Avenue; thence southwesterly along said centerline to an intersection with the southward extension of the centerline of North Hermitage Avenue; thence north along said southward extension and along said centerline to an intersection with the eastward extension of the south line of the north 30 feet of Lot 4 in Robert Ure's Subdivision of Lot 8 in Section 30 aforesaid; thence west along said eastward extension and along said south line to an intersection with the east line of a public alley; thence continuing west along the north line of a public alley dedicated by Document Number 21940691, recorded June 15th, 1972, and along said north line extended westerly, to an intersection with the westerly line of a public alley; thence southerly along said westerly line of the southeast corner of Lot 10 in aforesaid Robert Ure's Subdivision; thence westerly along the south line of said Lot 10, and along the westward extension thereof, to an intersection with the centerline of North Clark Street; thence northwesterly along said centerline to an

intersection with the eastward extension of the centerline of West Birchwood Avenue; thence west along said eastward extension and along said centerline, to an intersection with the easterly line of the Union Pacific Railroad, (formerly known as the Chicago and Northwestern Railway Company); thence northerly along said right-of-way line to the south line of West Howard Street; thence west along said south line to an intersection with the westerly right-of-way line of the Union Pacific Railroad (formerly known as the Chicago and Northwestern Railway Company); thence southeasterly along said westerly right-of-way line to an intersection with the eastward extension of the south line of Lot 5 in F.D.P. Sneeling and Company's Addition to Rogers Park; thence westward along said eastward extension, and along said south line and the westward extension thereof, to an intersection with the centerline of North Wolcott Avenue; thence north along said centerline to an intersection with the eastward extension of the south line of Lot 13 in the aforementioned addition; thence west along said eastward extension and along said south line and the westward extension thereof to an intersection with the centerline of a public alley; thence south along said centerline to an intersection with the eastward extension of the south line of the north 20 feet of Lot 17 in said addition; thence west along said eastward extension, and along said south line and the westward extension thereof, to an intersection with the centerline of North Winchester Avenue; thence north along said centerline to an intersection with the eastward extension of the south line of Lot 29 in the aforementioned addition; thence westward along said eastward extension, and along said south line of Lot 29 and along the westward extension thereof, to an intersection with the centerline of a public alley; thence south along said centerline to an intersection with the centerline of a public alley; thence west along said centerline to an intersection with the northward extension of the east line of North Damen Avenue; thence westerly to an intersection of the northward extension of the west line of North Damen Avenue with the centerline of a public alley; thence west along said centerline and said centerline extended, crossing North Seeley Avenue, to an intersection with the centerline of North Hoyne Avenue; thence south along said centerline to an intersection with the eastward extension of the north line of the south 5.69 feet of Lot 15 in owners subdivision of part of Lot 14 in Assessor's Division in section 30 aforesaid; thence west along said eastward extension, and along said north line and the westward extension thereof, to an intersection with the centerline of a public alley; thence northerly along said centerline to an intersection with the eastward extension of the south line of Lot 2 in Weber Heights Subdivision in Rogers Park in aforesaid Section 30; thence west along said eastward extension, and along said south line and the westward extension thereof, to an intersection with the centerline of Ridge Road; thence northerly along said centerline to the point of beginning; all in the City of Chicago, Cook County, Illinois.

Exhibit 3.

Permanent Index Numbers.

11-29-108-004	11-30-310-009
11-29-300-020	11-30-219-015
11-29-300-019	11-30-218-026
11-29-300-017	11-30-218-032
11-29-300-018	11-30-218-010
11-29-300-016	11-30-402-001
11-29-300-007	11-30-402-002
11-29-300-006	11-30-402-003
11-29-300-005	11-30-402-004
11-29-300-004	11-30-402-005
11-29-300-003	11-30-401-015
11-29-300-002	11-30-401-001
11-29-300-001	11-30-401-002
11-30-405-001	11-30-401-003
11-30-404-010	11-30-401-004
11-30-404-006	11-30-400-012
11-29-106-021	11-30-400-001
11-29-106-010	11-30-310-029

Permanent Index Numbers.

11-29-106-011	11-30-402-018
11-29-106-012	11-30-310-027
11-29-105-017	11-30-310-028
11-29-105-018	11-30-310-004
11-30-309-009	11-30-402-019
11-30-309-008	11-30-213-037
11-30-309-007	11-30-213-039
11-30-309-006	11-30-213-036
11-30-309-005	11-30-213-035
11-30-309-001	11-30-213-034
11-30-309-002	11-30-213-033
11-30-309-003	11-30-213-030
11-30-309-004	11-30-213-038
11-30-308-020	11-30-404-014
11-30-308-021	11-30-404-015
11-30-308-024	11-30-404-016
11-30-308-001	11-30-404-010
11-30-402-026	11-30-404-011
11-30-402-013	11-30-404-012

Permanent Index Numbers.

11-30-402-014	11-30-404-013
11-30-402-015	11-30-405-009
11-30-402-016	11-30-219-013
11-30-402-017	11-29-301-001
11-30-403-001	11-30-411-004
11-30-403-002	11-30-411-010
11-30-403-003	11-30-411-011
11-30-403-004	11-30-411-013
11-30-403-011	11-30-411-014
11-30-403-033	11-30-411-015
11-30-403-034	11-30-411-016
11-30-403-035	11-30-404-003
11-30-403-037	11-30-404-004
11-30-403-038	11-30-404-005
11-30-403-039	11-30-404-009
11-30-403-040	11-30-404-018
11-30-411-001	11-30-404-019
11-30-411-002	11-30-404-020
11-30-411-003	11-30-404-021

Tax Exempt Properties.

11-30-213-032

11-30-213-031

11-30-219-012

ESTABLISHMENT OF SPECIAL SERVICE AREA NUMBER 20
AND LEVY OF SPECIAL ANNUAL SERVICES TAX.

The Committee on Finance submitted the following report:

CHICAGO, October 28, 1997.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the establishment of Special Service Area Number 20, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

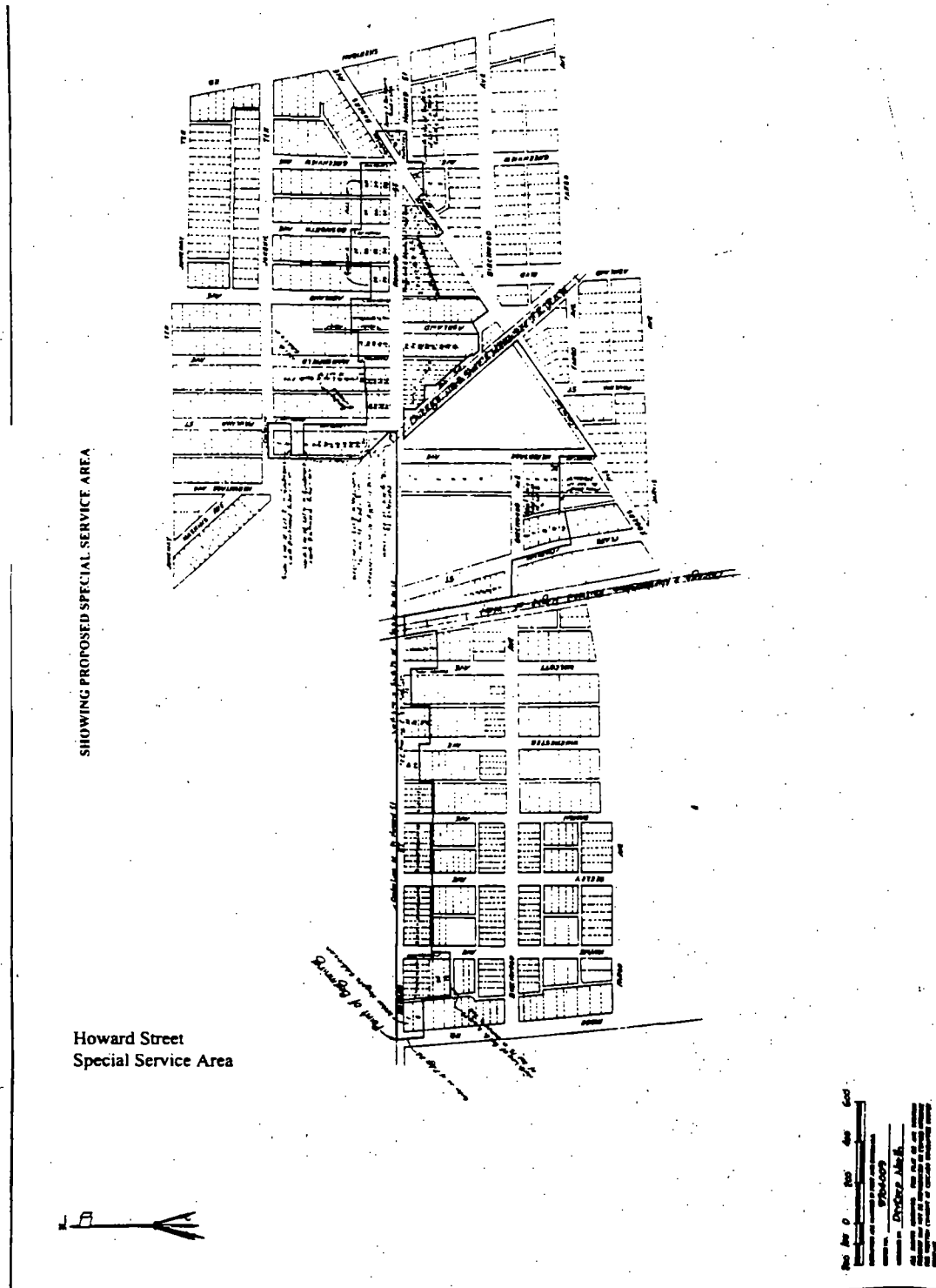
This recommendation was concurred in by a viva voce vote of the members of the committee.

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

(Continued on page 54401)

Exhibit 2.



(Continued from page 54399)

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, Steele, Beavers, Dixon, Shaw, Buchanan, Frias, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 47.

Nays -- None.

Alderman Natarus 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(1) 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 "Act") and pursuant to the Revenue Act of 1939, 35 ILCS 205/1, et seq., as amended from time to time; and

WHEREAS, The City Council of the City of Chicago (the "City") determines that it is in the best interests of the City of Chicago to establish a special service area to be known and designated as Special Service Area Number 20 (the "Area") to provide certain special governmental services in addition to services provided generally by the City, all as further provided in this ordinance (the "Special Services"), and further determines to authorize the levy of an annual ad valorem real property tax in the Area sufficient to produce revenues required to provide those Special Services (the "Services Tax"); 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. Findings. The City Council of the City finds and declares as follows:

a) the Area, as established by this ordinance, consists of contiguous territory in the City;

b) on July 2, 1997 the City Council of the City enacted an ordinance (the "Notice Ordinance") authorizing a public hearing (the "Public Hearing") to consider the establishment of the Area and the levy of the Services Tax on the taxable property located in the Area to provide the Special Services;

c) notice of the Public Hearing was given by publication at least once not less than fifteen (15) days prior to the hearing in the *Chicago Sun-Times*, a newspaper published in and of general circulation within the City, and notice of the Public Hearing was also given by depositing copies of the notice in the United States mail, certified mail return receipt requested, addressed to the person or persons in whose name the general taxes for the last preceding year were paid on each property lying within the Area not less than ten (10) days prior to the time set for the hearing;

d) the notice complied with all of the applicable provisions of the Act;

e) the Public Hearing was held on August 20, 1997 by the Committee on Finance of the City Council of the City. All interested persons, including all persons owning real property located within the Area, were given an opportunity to be heard at the Public Hearing regarding any issues embodied in the notice and an opportunity to file with the City Clerk of the City written objections to such issues;

f) the Committee on Finance of the City Council of the City has heard and considered all of the comments, objections, protests and statements made at the Public Hearing with regard to the issues embodied in the notice and has determined to recommend to the City Council of the City that it is in the public interest and in the interest of the City and the Area to establish the Area and to authorize the levy of the Services Tax, all as provided in this ordinance;

g) the hearing was finally adjourned on August 20, 1997; and

h) the City Council of the City hereby finds and determines that it is in the best interests of the City that the Area be established and the Services Tax be authorized, all as set forth herein.

SECTION 3. Area Established. There is hereby established a special service area located within the City to be known and designated as City of Chicago Special Service Area Number 20. The approximate street location of the Area consists of the east side of South Western Avenue, from West 99th Street to West 111th Place and the west side of South Western Avenue, from West 99th Street to West 119th Street. A legal description of the Area is attached as Exhibit 1, a map of the Area is attached as Exhibit 2 and the Permanent Index Numbers are attached as Exhibit 3. The exhibits are hereby incorporated herein.

SECTION 4. Special Services Authorized. The Special Services authorized hereby include but are not limited to, maintenance and beautification activities, security services, coordinated marketing and promotional activities for the Area, and other technical assistance activities to promote commercial and economic development. The Special Services shall be in addition to services provided to and by the City of Chicago generally.

SECTION 5. Authorization Of Levy. There is hereby authorized to be levied in each year beginning in 1997 through and including 2003 the Services Tax upon the taxable property located within the boundaries of the Area to produce revenues required to provide the Special Services, said Services Tax not to exceed the sum of twenty-seven one-hundredths of one percent (.27%) of the equalized assessed value of taxable property therein. The Services Tax shall be in addition to all other taxes provided by law and shall be levied pursuant to the provisions of the Revenue Act of 1939, as amended from time to time. The levy of the Services Tax for each year shall be made by annual ordinance, commencing with this ordinance.

SECTION 6. Appropriations. Based on the recommendation of the Department of Planning and Development, there is hereby appropriated the following sum in the amounts and for the purposes necessary to provide the Special Services in and for the Area indicated as follows:

Special Service Area Number 20

Special Service Area Budget.

For the fiscal year beginning January 1, 1998 and ending December 31, 1998.

	Expenditures
Service Provider Agreement for the provision of Special Services, to be authorized by future ordinance	\$85,000
TOTAL BUDGET REQUEST:	\$85,000
Source Of Funding	
Tax levy at a rate not to exceed twenty-seven one-hundreths percent (.27%)	\$85,000

SECTION 7. 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 this ordinance, the sum of Eighty-five Thousand Dollars (\$85,000) as the amount of the Services Tax for the tax year 1997.

SECTION 8. Commission Authorized. There is hereby established the South Western Special Service Area Commission (the "Commission") which shall consist of nine (9) members. The Mayor, with the approval of the City Council, shall appoint the initial Commission members from a list of nominees submitted by the Morgan Park/Beverly Hills Business Association, an Illinois not-for-profit corporation (the "Association"). Of the initial Commission members, five (5) members shall be appointed to serve for two (2) year terms, and four (4) shall be appointed to serve for one (1) year terms. Upon the expiration of the terms of any Commission member, the Mayor, with the approval of City Council, shall appoint a successor Commission member from a list of nominees submitted by the Association. Other than the initial Commissioners, each Commission members shall be appointed to serve for a term of two (2) years and 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 from a list of nominees submitted by the Association. Each successor so appointed shall serve for the remaining term for which he/she was appointed. The Commission shall designate one (1) member as the Chairman of the Commission, and he/she shall serve no more than two (2) successive two (2) 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 9. Powers Of The Commission. The Commission is hereby granted the following powers:

- (a) to recommend the rate or amount of the Services Tax and an annual budget to the City Council;
- (b) to recommend a sole service provider contract, including a scope of services and a contractor therefore, to the City Council for the provision of the Special Services.

SECTION 10. Protests And Objections. If a petition of objection is filed with the Office of the City Clerk of the City signed by at least fifty-one percent (51%) of the electors residing within the boundaries of the Area and by at least fifty-one percent (51%) of the owners of record of the property included within the boundaries of the Area within sixty (60) days following the adjournment of the Public Hearing, all as provided for in Section 27 - 55 of the Act, as a result of such filing this ordinance shall be considered null and void, the Area shall not be created, and the Services Tax shall not be levied.

SECTION 11. Severability. If any provision of this ordinance or the application of any such provision to any person or circumstances shall be invalid, such invalidity shall not affect the provisions or application of this ordinance which can be given effect without the invalid provision or application, and to this end each provision of this ordinance is declared to be severable.

SECTION 12. Filing. The City Clerk is hereby ordered and directed to file in the Office of the Cook County Clerk, in accordance with Section 27-75 of the Act, a certified copy of this ordinance containing an accurate map thereof. The City Clerk is hereby further ordered and directed to file in the Office of the Recorder of Deeds of Cook County, in accordance with Section 27-40 of the Act, a certified copy of this ordinance containing a description of the Area, within sixty (60) days of the effective date of this ordinance. In addition, the City Clerk is hereby further ordered and directed to file in the Office of the Cook County Clerk, in accordance with Section 27-75 of the Act, a certified copy of this ordinance on or prior to December 30, 1997, 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 1997 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 13. 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 14. Publication. This ordinance shall be published by the City Clerk, in pamphlet form, by preparing at least one hundred (100) copies thereof, which copies are to be made available in his office for public inspection and distribution to members of the public who may wish to avail themselves of a copy of this ordinance.

SECTION 15. Effective Date. This ordinance shall take effect ten (10) days after its passage and publication.

[Exhibit 2 referred to in this ordinance printed on page 54422 of this Journal.]

Exhibits 1 and 3 referred to in this ordinance read as follows:

Exhibit 1.

Legal Description.

Those parts of Sections 12-37-13, 13-37-13, 24-37-13, 7-37-14, 18-37-14 and 19-37-14, East of the Third Principal Meridian in Cook County Illinois, taken as a tract bounded and described as follows:

beginning at the northeast corner of the southeast quarter of Section 12-37-13, thence westerly along the centerline of 99th Street to the northerly extension of the centerline of the north/south alley in Block 1 of O. Rueter & Company's Beverly Hills Third Addition Subdivision; thence southerly along said north/south alley centerline extended south to the centerline of the east/west alley in Block 3 of O. Rueter & Company's Beverly Hills Addition Subdivision; thence westerly along said centerline to the northerly extension of the west line of Lot 16 in the said Block 3; thence southerly along said west line and its southerly extension to the centerline of 103rd Street; thence easterly along the centerline of 103rd Street to the northerly extension of the centerline of the north/south alley in Block 1 of Arthur Dunas Beverly Hills Manor Subdivision in the east half of the northeast quarter of Section 13-37-13; thence southerly along said north/south centerline and its extension to the centerline of the east/west alley in Block 1 of O. Rueter & Company's Morgan Park Manor Subdivision in the east half of the northeast quarter of Section 13-37-13; thence westerly along said centerline to the northerly extension of the west line of Lot 16 in said Block 1; thence southerly along the west line of Lot 16 and its extension to the centerline of 107th Street; thence easterly along said centerline to the northerly extension of the centerline of the north/south alley in Block 4 of the Premier's Addition to Morgan Park Subdivision in the east half of the southeast quarter of Section 13-37-13; thence southerly along said centerline and its extension to the centerline of the east/west alley line between Artesian Avenue and Western Avenue in the Southtown Resubdivision in the east half of the southeast quarter of Section 13-37-13; thence east along said centerline to the northerly extension of the west line of Lot 28 in said Southtown Subdivision; thence south along

the west line of Lot 28 and its southerly extension to the centerline of 111th Street; thence west along the centerline of 111th Street to the northerly extension of the centerline of the north/south alley in Almer Jordan & Co.'s Morgan Park Subdivision in the east half of the northeast quarter of Section 24-37-13; thence southerly along said centerline and its extension to the centerline of 113th Street; thence west along said centerline to the east line of the west 33 feet of the north half of the southeast quarter of the northeast quarter of Section 24-37-13; thence southerly along said east line to the centerline of 114th Street; thence easterly, along the centerline of 114th Street to the northerly extension of the east line of Lot 3 in John J. Macks Resubdivision in Section 24-37-13; thence southerly along the west line of Lot 3 and its extension to the southeast corner of Lot 3; thence southerly along the east line of the north/south alley to the north line of Lot 4 in O. A. Bogue's Addition to Morgan Park, a subdivision in the east half of the northeast quarter of Section 24-37-13; thence southerly along the southerly extension of the east line of said alley to the north line of Lot 5 in Block 8 of O. A. Bogue's Addition to Morgan Park, a subdivision in the east half of the northeast quarter in Section 24-37-13; thence westerly to the west line of the east 128.10 feet of said Lot 5; thence southerly along said west line and its extension to the centerline of 115th Street; thence easterly along said centerline to the northerly extension of the centerline of the north-south alley in Block 4 of Harold J. McElhinny's First Addition to Southtown Subdivision in the east half of the southeast quarter of Section 24-37-13; thence southerly along said centerline and its extensions to the centerline of 119th Street; thence easterly along the centerline of 119th Street to the north/south centerline of Western Avenue; thence northerly along said north/south line to the centerline of 111th Place; thence easterly along said centerline to the southerly extension of the west line of Lots 16 and 21 in Washburns Resubdivision of Block K in the west half of the northwest quarter of Section 19-37-14; thence northerly along said west lot lines and their extensions to the centerline of 111th Street; thence easterly along said centerline to the southerly extension of a line that is 130 feet east of the west line of Lot 5 in the resubdivision of Blocks A, B, C, D, E, F, I, K, L, M, N, O, Q, R, S, T, U, V, etcetera in the west half of the southwest quarter of Section 18-37-14 (also the east line of tax parcel 25-18-317-041); thence northerly along said line and its extension 165 feet (also the south line of tax parcel -022); thence easterly 10 feet to the southerly extension of the west line of Lot 4 in the resubdivision of Lots 6 to 16 and the north 90 feet of Lots 1 to 5 inclusive, et cetera in the west half of the southwest quarter of Section 13-37-14; thence northerly along said west line and its extensions to the centerline of 110th Place; thence easterly along said centerline to the southerly extension of the east line of Lots 24 and 47 in resubdivision of Lots 6 to 16 and the north

90 feet of Lots 1 to 5 inclusive, et cetera; thence northerly along said east line and its extensions to the centerline of 110th Street; thence westerly along said centerline to the southerly extension of the east line of Lot 58; thence northerly along said east line and its extensions to the south line of Lot 60; thence easterly along said south line to the east line of Lot 60; thence northerly along the east line of Lots 60, 63 and 64 to the northeast corner of Lot 64; thence westerly along the north line of Lot 64 to a point that is 35 feet west of the east line of Lot 73; thence northerly along said line and its extensions to the centerline of 109th Street; thence westerly along said centerline to the southerly extension of the west line of Lot 76 in the resubdivision of Block S of the resubdivision of the Blue Island Land and Building Co. et cetera in the west half of the southwest quarter of Section 18-37-14; thence northerly along the west line of Lot 76 and its extension to the northwest corner thereof; thence easterly to the southeast corner of Lot 72; thence northerly along the east line of Lot 72 extended north to the southwest corner of Lot 56; thence northerly along the west line of Lots 56, 49, crossing 107th Place, continuing northerly along the west line of Lots 22 and 15 and its northerly extension to the centerline of 107th Street; thence westerly along said centerline to the southerly extension of the west line of Lot 12 in Block 4 of Jemberg's Subdivision in the west half of the northwest quarter of Section 18-37-14; thence northerly along said west line and its extensions to the centerline of the east/west alley in said Block 4; thence easterly along said centerline to the centerline of the north/south alley in said Block 4; thence northerly along said centerline extended north to the south line of Lot 5 in Block 2 of O. Rueter & Company's Beverly Hills Second Addition Subdivision of the west half of the northwest quarter of the northwest quarter of Section 18-37-14; thence easterly to the southeast corner of Lot 5; thence northerly along the east line and its northerly extension to the centerline of 103rd Street; thence easterly along said centerline to the southerly extension of the centerline of the north/south alley in Block 6 of Wm. E. Hannon's Beverly Hills Addition Subdivision in the west half of the southwest quarter of Section 7-37-14; thence northerly along said centerline and its extension to the centerline of 101st Street; thence westerly along said centerline to the southerly extension of the centerline of the north/south alley in Blocks 2 and 3 of Pebble's Ridge View Subdivision in the west half of the northwest quarter of the southwest quarter of Section 7-37-14; thence northerly along said north/south centerline and its extensions to the centerline of 99th Street; thence westerly along said centerline to the point of beginning.

*Exhibit 3.**Western Avenue, East Side.*

99th Street -- 100th Street

Permanent Index Numbers

25-07-300-001

25-07-300-002

25-07-300-003

25-07-300-059

25-07-300-061

25-07-300-009

25-07-300-010

25-07-300-062

25-07-300-013

25-07-300-014

25-07-300-015

25-07-300-016

25-07-300-017

25-07-300-018

25-07-300-063

TOTAL:

100th Street -- 101st Street

Permanent Index Numbers

25-07-308-055

25-07-308-008

25-07-308-009

25-07-308-056

25-07-308-057

25-07-308-011

25-07-308-012

25-07-308-013

25-07-308-014

25-07-308-015

25-07-308-016

25-07-308-017

25-07-308-018

25-07-308-019

25-07-308-020

100th Street -- 101st Street (Cont.)

Permanent Index Numbers

25-07-308-021

25-07-308-022

TOTAL:

101st Street -- 102nd Street

Permanent Index Numbers

25-07-316-001

25-07-316-002

25-07-316-003

25-07-316-004

25-07-316-005

25-07-316-006

25-07-316-007

25-07-316-008

25-07-316-009

25-07-316-010

25-07-316-011

25-07-316-012

25-07-316-013

25-07-316-014

25-07-316-033

TOTAL:

102nd Street -- 103rd Street

Permanent Index Numbers

25-07-323-001

25-07-323-002

25-07-323-003

25-07-323-004

25-07-323-005

25-07-323-006

25-07-323-007

25-07-323-008

25-07-323-033

25-07-323-034

25-07-323-035

25-07-323-014

25-07-323-015

25-07-323-016

25-07-323-017

25-07-323-018

TOTAL:

103rd Street -- 104th Street

Permanent Index Numbers

25-18-100-001

103rd Street -- 104th Street

Permanent Index Numbers

25-18-100-006

25-18-100-029

25-18-100-010

25-18-100-011

25-18-100-033

25-18-100-032

25-18-100-031

25-18-100-028

TOTAL:

105th Street -- 106th Street

Permanent Index Numbers

25-18-115-001

25-18-115-002

25-18-115-003

25-18-115-004

25-18-115-030

25-18-115-009

25-18-115-010

25-18-115-028

25-18-115-029

TOTAL:

104th Street -- 105th Street

Permanent Index Numbers

25-18-108-001

25-18-108-036

25-18-108-037

25-18-108-003

25-18-108-004

25-18-108-005

25-18-108-035

25-18-108-015

25-18-108-016

25-18-108-032

TOTAL:

106th Street -- 107th Street

Permanent Index Number

25-18-122-001

25-18-122-002

25-18-122-003

25-18-122-004

25-18-122-005

25-18-122-006

25-18-122-007

25-18-122-008

25-18-122-009

25-18-122-019

106th Street -- 107th Street (Cont.)

Permanent Index Numbers

25-18-122-020

TOTAL:

107th Street -- 107th Place

Permanent Index Numbers

25-18-300-001

25-18-300-002

25-18-300-003

25-18-300-004

25-18-300-005

25-18-300-006

25-18-300-007

25-18-300-008

TOTAL:

107th Place -- 108th Place

Permanent Index Numbers

25-18-304-056

TOTAL:

108th Place -- 109th Place

Permanent Index Numbers

25-18-305-001

25-18-305-002

25-18-305-027

25-18-305-014

TOTAL:

109th Street -- 110th Street

Permanent Index Numbers

25-18-309-031

25-18-309-032

25-18-309-011

25-18-309-012

25-18-309-013

25-18-309-017

25-18-309-018

TOTAL:

110th Street -- 110th Place	25-18-317-021
Permanent Index Numbers	25-18-317-022
25-18-313-001	25-18-317-041
TOTAL:	TOTAL:

110th Place -- 111th Street	111th Street -- 111th Place
Permanent Index Numbers	Permanent Index Numbers
25-18-317-001	25-19-100-001
25-18-317-002	25-19-100-002
25-18-317-003	25-19-100-015
25-18-317-004	25-19-100-016
25-18-317-020	TOTAL:

Western Avenue, West Side.

99th Street -- 100th Street	24-12-408-025
Permanent Index Numbers	24-12-408-026
24-12-408-014	24-12-408-027
24-12-408-015	24-12-408-028
24-12-408-038	24-12-408-029
24-12-408-020	24-12-408-030
24-12-408-021	24-12-408-031
24-12-408-022	24-12-408-032
24-12-408-023	24-12-408-033
24-12-408-024	24-12-408-034
	TOTAL:

100th Street -- 101st Street

Permanent Index Numbers

24-12-418-016

24-12-418-017

24-12-418-018

24-12-418-019

24-12-418-020

24-12-418-021

24-12-418-022

24-12-418-023

24-12-418-024

24-12-418-025

24-12-418-026

24-12-418-027

24-12-418-028

24-12-418-036

24-12-418-037

24-12-418-033

24-12-418-034

24-12-418-035

TOTAL:

101st Street -- 102nd Street

Permanent Index Numbers

24-12-428-016

24-12-428-017

24-12-428-018

24-12-428-019

24-12-428-031

24-12-428-032

24-12-428-021

24-12-428-022

24-12-428-023

24-12-428-024

24-12-428-025

24-12-428-026

24-12-428-027

24-12-428-033

24-12-428-034

TOTAL:

102nd Street -- 103rd Street

Permanent Index Numbers

24-12-438-012

24-12-438-013

24-12-438-014

24-12-438-015

24-12-438-016

24-12-438-017

24-12-438-018

24-12-438-019

24-12-438-020

24-12-438-021

24-12-438-022

24-12-438-023

24-12-438-024

24-12-438-025

24-12-438-026

24-12-438-031

TOTAL:

24-13-208-020

24-13-208-021

24-13-208-022

24-13-208-023

24-13-208-024

24-13-208-025

24-13-208-026

24-13-208-027

24-13-208-028

24-13-208-029

24-13-208-030

24-13-208-031

24-13-208-037

24-13-208-038

24-13-208-039

24-13-208-040

TOTAL:

104th Street -- 105th Street

Permanent Index Numbers

24-13-217-016

24-13-217-017

24-13-217-018

24-13-217-019

24-13-217-020

103rd Street -- 104th Street

Permanent Index Numbers

24-13-208-042

24-13-208-043

24-14-208-018

24-18-208-019

104th Street -- 105 Street (Cont.)

Permanent Index Numbers

24-13-217-021

24-13-217-022

24-13-217-023

24-13-217-024

24-13-217-025

24-13-217-026

24-13-217-027

24-13-217-028

24-13-217-029

24-13-217-030

24-13-217-031

24-13-217-032

24-13-217-033

24-13-217-034

24-13-217-035

24-13-217-036

24-13-217-037

24-13-217-038

24-13-217-039

TOTAL:

105th Street -- 106th Street

Permanent Index Numbers

24-13-224-016

24-13-224-017

24-13-224-018

24-13-224-019

24-13-224-020

24-13-224-021

24-13-224-022

24-13-224-023

24-13-224-024

24-13-224-025

24-13-224-026

24-13-224-044

24-13-224-031

24-13-224-032

24-13-224-033

24-13-224-034

TOTAL

106th Street -- 107th Street

Permanent Index Numbers

24-13-233-012

24-13-233-013

24-13-233-014

24-13-233-015

24-13-233-016

24-13-233-017

24-13-233-018

106th Stret -- 107th street	24-13-407-033
Permanent Index Numbers:	24-13-407-034
24-13-233-019	24-13-407-035
24-13-233-020	24-13-407-036
24-13-233-021	24-13-407-037
24-13-233-022	24-13-407-038
24-13-233-023	24-13-407-039
24-13-233-024	24-13-407-040
24-13-233-025	24-13-407-041
24-13-233-026	24-13-407-042
24-13-233-031	24-13-407-043
: TOTAL:	TOTAL:

107th Street -- 108th Street

Permanent Index Numbers

24-13-407-022

24-13-407-023

24-13-407-024

24-13-407-025

24-13-407-026

24-13-407-027

24-13-407-028

24-13-407-029

24-13-407-030

24-13-407-031

24-13-407-032

108th Street -- 109th Street

Permanent Index Numbers:

24-13-415-025

24-13-415-026

24-13-415-027

24-13-415-028

24-13-415-029

24-13-415-030

24-13-415-031

24-13-415-032

24-13-415-060

24-13-415-033

24-13-415-055

24-13-415-056

108th Street -- 109th Street (Cont.)

Permanent Index Numbers

24-13-415-037

24-13-415-038

24-13-415-039

24-13-415-040

24-13-415-041

24-13-415-042

24-13-415-043

24-13-415-044

24-13-415-045

TOTAL:

24-13423-029

24-13423-030

24-13423-031

24-13423-032

24-13423-033

24-13423-034

24-13423-076

TOTAL:

110th Street -- 111th Street

Permanent Index Numbers

24-13-431-013

24-13-431-014

24-13-431-015

24-13-431-016

24-13-431-017

24-13-431-017

24-13-431-045

24-13-431-046

24-13-431-021

24-13-431-022

24-13-431-023

24-13-431-036

24-13-431-037

24-13-431-043

24-13-431-044

TOTAL:

109th Street -- 110th Street

Permanent Index Numbers

24-13423-017

24-13423-078

24-13423-079

24-13423-019

24-13423-020

24-13423-021

24-13423-022

24-13423-023

24-13423-024

24-13423-077

24-13423-028

111th Street -- 112th Street

24-24-214-020

Permanent Index Numbers

24-24-214-044

24-24-207-040

24-24-214-022

24-24-207-022

24-24-214-023

24-24-207-023

24-24-214-024

24-24-207-024

24-24-214-025

24-24-207-025

24-24-214-026

24-24-207-026

24-24-214-027

24-24-207-027

24-24-214-028

24-24-207-028

24-24-214-029

24-24-207-029

24-24-214-030

24-24-207-038

24-24-214-031

24-24-207-039

24-24-214-032

24-24-207-037

24-24-214-033

24-24-207-036

24-24-214-034

24-24-207-033

TOTAL:

TOTAL:

113th Street-- 114th Street

Permanent Index Numbers

24-24-219-001

24-24-219-002

TOTAL:

112th Street -- 113th Street

Permanent Index Numbers

24-24-214-018

24-24-214-019

114th Street -- 115th Street

Permanent Index Numbers

24-24-225-049

24-24-225-066

24-24-225-067

24-24-225-053

24-24-225-071

TOTAL:

24-24-410-025

24-24-410-054

24-24-410-055

24-24-410-057

24-24-410-059

24-24-410-060

24-24-410-032

24-24-410-033

24-24-410-034

115th Street -- 116th Street.

Permanent Index Numbers:

24-24-405-046

24-24-405-049

TOTAL:

24-24-410-035

24-24-410-036

24-24-410-037

24-24-410-038

24-24-410-039

24-24-410-040

TOTAL:

116th Street -- 117th Street.

Permanent Index Numbers:

24-24-410-018

24-24-410-019

24-24-410-020

24-24-410-021

24-24-410-022

24-24-410-023

24-24-410-024

117th Street -- 118th Street.

Permanent Index Numbers:

24-24-415-056

24-24-415-053

24-24-415-054

24-24-415-055

24-24-415-025

117th Street -- 118th Street (Cont.)

24-24-415-039

Permanent Index Numbers:

24-24-415-040

24-24-415-026

TOTAL:

24-24-415-027

24-24-415-028

118th Street -- 119th Street.

24-24-415-029

Permanent Index Numbers:

24-24-415-030

24-24-420-046

24-24-415-031

24-24-420-047

24-24-415-032

24-24-420-042

24-24-415-033

24-24-420-043

24-24-415-034

24-24-420-032

24-24-415-035

24-24-420-033

24-24-415-036

24-24-420-034

24-24-415-037

24-24-420-044

24-24-415-038

TOTAL:

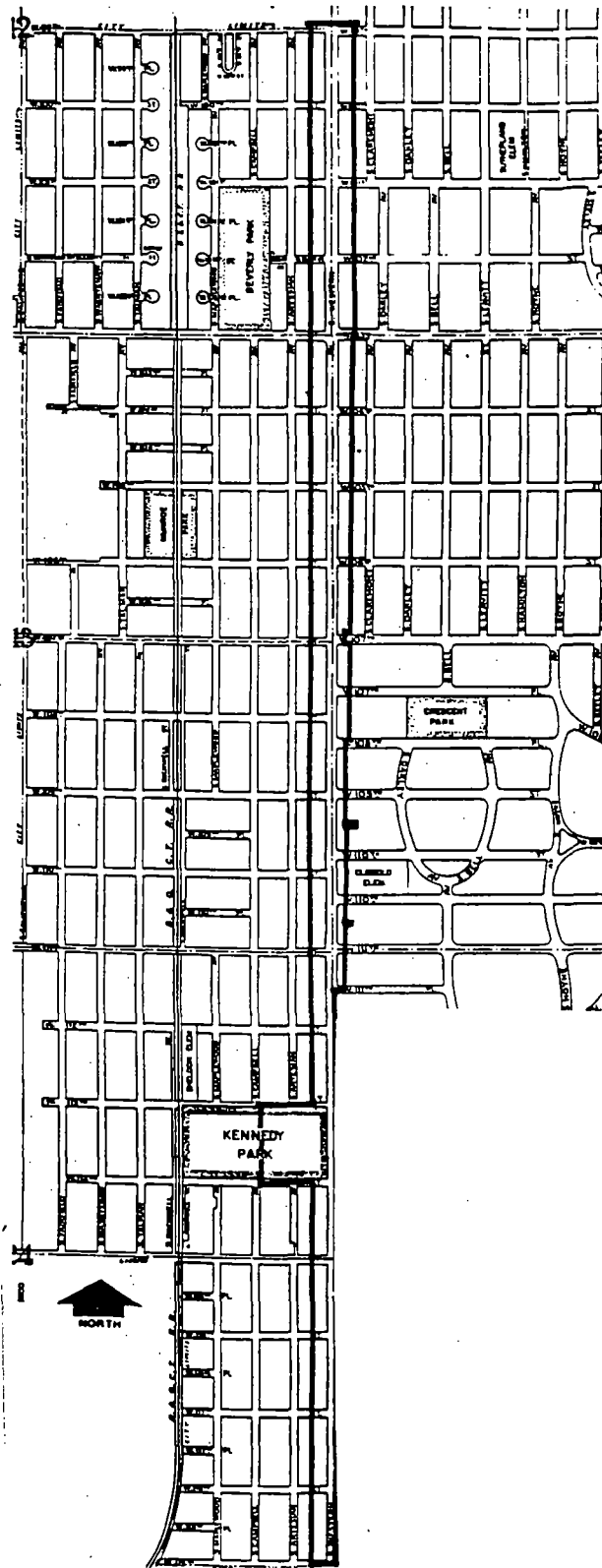
AUTHORIZATION FOR AMENDMENT OF REDEVELOPMENT
AGREEMENT AND EXECUTION OF GROUND LEASE
WITH CHICAGO THEATRE GROUP, INC. (DOING
BUSINESS AS THE GOODMAN THEATRE).

The Committee on Finance submitted the following report:

(Continued on page 54423)

(Sub)Exhibit 2.

South Western Avenue Special Service Area.



(Continued from page 54421)

CHICAGO, October 28, 1997.

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 ground lease and to amend the redevelopment agreement with the Chicago Theatre Group, Inc., doing business as the Goodman Theatre, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed substitute ordinance transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the committee.

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Buchanan, Frias, Olivo, Burke, Jones, Coleman, Murphy, Rugai, Troutman, Munoz, Zalewski, Solis, Ocasio, Burnett, E. Smith, Wojcik, Suarez, Gabinski, Mell, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Schulter, M. Smith, Moore, Stone -- 42.

Nays -- Alderman Shiller -- 1.

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

The following is said ordinance as passed:

WHEREAS, Pursuant to an ordinance adopted by the City Council ("City Council") of the City of Chicago ("City") on June 20, 1984 (Council Journal of Proceedings, pages 7573 -- 7714), a certain redevelopment plan and project

("North Loop T.I.F. Plan") for the North Loop Tax Increment Redevelopment Project Area ("North Loop Redevelopment Area") was approved pursuant to the Illinois Tax Increment Allocation Redevelopment Act, as amended (65 ILCS 5/11-74.4-1, et seq.) (1993) ("T.I.F. Act"); and

WHEREAS, Pursuant to an ordinance adopted by the City Council on June 20, 1984 (Council Journal of Proceedings, pages 7573 -- 7714), the North Loop Redevelopment Area was designated as a redevelopment project area pursuant to the T.I.F. Act; and

WHEREAS, Pursuant to an ordinance ("T.I.F. Adoption Ordinance") adopted by the City Council on June 20, 1984 (Council Journal of Proceedings, pages 7715 -- 7717), tax increment allocation financing was adopted pursuant to the T.I.F. Act as a means of financing certain eligible Redevelopment Project Costs (as defined in the T.I.F. Act); and

WHEREAS, The North Loop T.I.F. Plan was amended and supplemented by, and incorporated into, that certain Central Loop Tax Increment Redevelopment Project and Plan ("Central Loop T.I.F. Plan") on February 7, 1997 (Council Journal of Proceedings, pages 38260 -- 38400); and

WHEREAS, The North Loop Redevelopment Area was enlarged and expanded, and incorporated into, that certain Central Loop Tax Increment Redevelopment Area ("Central Loop Redevelopment Area") on February 7, 1997 (Council Journal of Proceedings, pages 38400 -- 38412); and

WHEREAS, The T.I.F. Adoption Ordinance was amended on February 7, 1997 (Council Journal of Proceedings, pages 38412 -- 38423) by providing for tax increment allocation financing pursuant to the T.I.F. Act as a means of financing certain eligible Redevelopment Project Costs (as defined in the T.I.F. Act); and

WHEREAS, The City and Chicago Theatre Group, Inc., doing business as the Goodman Theatre, an Illinois not-for-profit corporation ("Goodman"), entered into that certain agreement known as "Block 35, North Loop Project Redevelopment Agreement, Chicago Theatre Group, doing business as The Goodman Theatre" ("Redevelopment Agreement") dated as of October 24, 1990, which provided in part for the rehabilitation of those certain properties known as the Harris and Selwyn Theaters ("Harris and Selwyn Theaters"), which were designated as Chicago landmarks pursuant to that certain ordinance adopted by the City Council on March 31, 1983; and

WHEREAS, The Harris and Selwyn Theaters Parcel ("Harris and Selwyn Theaters Parcel") is located on that certain City block located in the Central Loop Redevelopment Area known as Block 35, which block is bounded by North Clark Street, North Dearborn Street, West Randolph Street and West Lake Street; and

WHEREAS, The City and Goodman seek to amend and restate the Redevelopment Agreement ("Amendment"), a copy of which is attached hereto as Exhibit A, by providing for the redevelopment of the Harris and Selwyn Theaters Parcel, the north-south alley and that part of Couch Place located on Block 35, and those certain parcels located south of the Harris and Selwyn Theaters commonly known as the "Woods Parcel" and the "Garrick Parcel"; and

WHEREAS, The Amendment shall provide that the City and Goodman shall enter into a long-term ground lease for the term of ninety-nine (99) years with base rent of One and no/100 Dollar (\$1.00) per year ("Theater Ground Lease"), a copy of which is attached hereto as Exhibit B, affecting the Harris and Selwyn Theaters Parcel and the northerly approximately two hundred ninety-five (295) square feet of the Woods and Garrick Parcels ("Theater Parcel"); and

WHEREAS, In accordance with the terms and provisions of the Amendment, the City shall convey to Goodman by quitclaim deed all of its right, title and interest in the Harris and Selwyn Theaters; and

WHEREAS, The Amendment shall provide on the Theater Parcel for the historic renovation of the Harris and Selwyn Theaters, and the development of an approximately eight hundred (800) seat main stage theater, and approximately four hundred (400) seat studio theater, rehearsal rooms, administrative offices, a costume shop, box office and other facilities ("Theater Project"); and

WHEREAS, Upon completion of the Theater Project to the satisfaction of the City, the Theater Project shall be operated by Goodman solely for theatrical, cultural and entertainment use and in accordance with the standards of a first class live theatrical organization, in accordance with the terms and conditions of the Amendment and the Theater Ground Lease; and

WHEREAS, The Amendment shall further provide that the City and Goodman shall enter into a long-term ground lease for the term of ninety-nine (99) years with base rent of One and no/100 Dollar (\$1.00) per year, plus additional percentage rent as therein stated ("Restaurant/Retail Ground Lease"), a copy of which is attached hereto as Exhibit C, affecting the southerly portion of the Woods Parcel and Garrick Parcel and consisting of approximately twelve thousand five hundred (12,500) square feet ("Restaurant/Retail Parcel"); and

WHEREAS, Goodman shall have the right to sublease the Restaurant/Retail Parcel to an entity comprised of Goodman and other parties for the purpose of developing a first class restaurant/retail facility, with limited office space, compatible with the Theater Project ("Restaurant/Retail Project"), in accordance with the terms and conditions of the Amendment and the Restaurant/Retail Ground Lease, such terms to include, inter alia, for the payment of base rent and percentage rent during the term of the sublease and a qualified option to purchase the Restaurant/Retail Parcel that may be exercised only after the completion of the Restaurant/Retail Project; and

WHEREAS, The costs associated with the environmental remediation of the Woods Parcel and the Garrick Parcel, the undertaking of the historic renovation of the Harris and Selwyn Theaters and other related work representing Redevelopment Project Costs by Goodman shall be financed in part by incremental taxes allocated to the City in accordance with the T.I.F. Adoption Ordinance, as amended, and proceeds of certain bonds secured by such incremental taxes, all as more particularly provided for in the Amendment, in an aggregate amount not to exceed the sum of Eighteen Million Eight Hundred Thousand Dollars (\$18,800,000); and

WHEREAS, Pursuant to Resolution 97-CDC-74 adopted by the Community Development Commission of the City of Chicago ("Commission") on July 8, 1997, the Commission authorized the City's Department of Planning and Development ("D.P.D.") to publish notice pursuant to Section 5/11-74.4(c) of the T.I.F. Act of its intention to negotiate a redevelopment agreement with the Goodman for the undertaking of the Theater Project and the Restaurant/Retail Project and to request alternative proposals for redevelopment of said Parcels or a portion thereof; and

WHEREAS, The D.P.D. published the notice, requested alternative proposals for the redevelopment of said Parcels or a portion thereof and provided reasonable opportunity for other persons to submit alternative bids or proposals; and

WHEREAS, Since no other responsive proposals were received by the D.P.D. for the redevelopment of said Parcels or a portion thereof by July 28, 1997 at 10:00 A.M., pursuant to Resolution 97-CDC-74, the Commission has recommended that the Goodman be designated as the developer for the Theater Project and the Restaurant/Retail Project and that D.P.D. be authorized to negotiate, execute and deliver on behalf of the City the Amendment, the Theater Ground Lease and Restaurant/Retail Ground Lease with the Goodman for the above-mentioned Projects; now, therefore,

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

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

SECTION 2. Goodman is hereby designated as the developer to undertake the Theater Project and the Restaurant/Retail Project (as described herein) pursuant to Section 5/11-74.4-4 of the T.I.F. Act.

SECTION 3. The Commissioner of the D.P.D. ("Commissioner") is hereby authorized, with the approval of the City's Corporation Counsel as to form and legality, to negotiate, execute and deliver the Amendment between the Goodman and the City substantially in the form attached hereto as Exhibit A and made a part hereof, with such changes therein as shall be approved by the Commissioner, his execution thereof to constitute conclusive evidence of approval of any and all changes or revisions therein from the Amendment attached hereto and such other supporting documents as may be necessary to carry out and comply with the provisions of the Amendment.

SECTION 4. The Commissioner is hereby authorized, with the approval of the City's Corporation Counsel as to form and legality, to negotiate, execute and deliver the Theater Ground Lease between the Goodman and the City substantially in the form attached hereto as Exhibit B and made a part hereof, with such changes therein as shall be approved by the Commissioner, his execution thereof to constitute conclusive evidence of approval of any and all changes or revisions therein from the Theater Ground Lease attached hereto and such other supporting documents as may be necessary to carry out and comply with the provisions of the Theater Ground Lease.

SECTION 5. The Commissioner is hereby authorized, with the approval of the City's Corporation Counsel as to form and legality, to negotiate, execute and deliver the Restaurant/Retail Ground Lease between Goodman and the City substantially in the form attached hereto as Exhibit C and made a part hereof, with such changes therein as shall be approved by the Commissioner, his execution thereof to constitute conclusive evidence of approval of any and all changes or revisions therein from the Restaurant/Retail Ground Lease attached hereto and such other supporting documents as may be necessary to carry out and comply with the provisions of the Restaurant/Retail Ground Lease.

SECTION 6. The Mayor or his proxy is authorized to execute, and the City Clerk to attest, a quitclaim deed conveying to Goodman, the Harris and Selwyn Theaters.

SECTION 7. If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect any of the other provisions of this ordinance.

SECTION 8. All ordinances, resolutions, motions or orders in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 9. This ordinance shall be in full force and effect immediately upon its passage.

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

Exhibit "A".

Amended And Restated

Block 35, Central Loop Project

Redevelopment Agreement

Chicago Theatre Group,

Doing Business As The Goodman Theatre.

This Amended and Restated Redevelopment Agreement ("Agreement"), dated as of _____, 1997 is made by and between the City of Chicago, an Illinois municipal corporation, having its offices at City Hall, 121 North LaSalle Street, Chicago, Illinois 60602 ("City") and Chicago Theatre Group, an Illinois not-for-profit corporation, doing business as the Goodman Theatre, having its principal office at 200 South Columbus Drive, Chicago, Illinois 60603 ("Goodman").

Recitals.

A. The City, as a home rule unit under the 1970 Constitution of the State of Illinois, has the authority to promote the health, safety and welfare of its inhabitants, to prevent the spread of blight and to encourage private development in order to enhance the local tax base and create employment, and to enter into contractual agreements with third parties for the purpose of achieving the aforesaid purposes.

B. In furtherance of its objectives to encourage the redevelopment and revitalization of blighted commercial areas, the City established the Commercial District Development Commission, which has been succeeded in interest by the Community Development Commission ("Commission").

C. On March 20, 1979, the Commission designated an area within the corporate boundaries of the City as a blighted commercial area to be known

as "Blighted Commercial Area North Loop" ("Original Redevelopment Area"), and on March 20, 1979, approved a redevelopment plan ("Redevelopment Plan") for the Original Redevelopment Area. The blighted commercial area designation was approved by the City Council of the City of Chicago, pursuant to an ordinance duly adopted on March 28, 1979. The Redevelopment Plan was approved by the City Council pursuant to an ordinance duly adopted on March 28, 1979, and as revised, was approved by an ordinance adopted on October 27, 1982. The North Loop Guidelines for Conservation and Redevelopment ("Guidelines"), pertaining to the Original Redevelopment Area, were approved by the Commission on May 31, 1981, approved and revised by the Chicago Plan Commission on May 14, 1981 and as revised, were approved by the City Council on October 22, 1981, as further revised by the Commission on October 12, 1982, as so further revised and approved by the Chicago Plan Commission on October 14, 1982, and with additional revisions, were further approved by the City Council on October 27, 1982 and as further revised by the Commission on September 1, 1987, as so further revised and approved by the Chicago Plan Commission on September 2, 1987, and were further approved by the City Council on September 23, 1987, and as further revised by the Commission on January 24, 1989, as so further revised and approved by the Chicago Plan Commission on February 9, 1989, and were finally approved by the City Council on March 29, 1989. An ordinance adopting the North Loop Tax Increment Redevelopment Plan and Project ("North Loop T.I.F. Plan"), an ordinance establishing the North Loop Tax Increment Redevelopment Project Area (the "North Loop Project Area") and an ordinance authorizing tax increment allocation financing for the North Loop Project Area ("T.I.F. Adoption Ordinance") were each approved by the City Council on June 20, 1984. The North Loop T.I.F. Plan, as previously amended in September, 1987, was amended and supplemented by, and incorporated into, that certain Central Loop Tax Increment Financing Redevelopment Project and Plan ("Central Loop T.I.F. Plan") by ordinance of the City Council adopted on February 7, 1997. Also by ordinances of City Council adopted on February 7, 1997, there was established the "Central Loop Project Area" resulting from expanding the North Loop Project Area by including an Added Area, and there was approved and adopted tax increment allocation financing for the Added Area within the Central Loop Project Area. The Redevelopment Plan and the North Loop T.I.F. Plan, as amended by Part B of (and otherwise supplemented by) the Central Loop T.I.F. Plan (sometimes herein called the "T.I.F. Plan"), are collectively referred to herein as the "Redevelopment Documents."

D. The City is authorized, subject to the provisions and requirements of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.1-1 et seq. (1994), as amended from time to time ("T.I.F. Act"), to finance projects that eradicate blighted conditions through the use of tax increment allocation financing for redevelopment projects.

E. The Redevelopment Documents set forth the City's general objectives and plans for the Central Loop Project Area, including the Original Redevelopment Area or the North Loop Project Area.

F. The Agreement is an amendment and restatement of that certain agreement entered into by and between the City and Goodman known as "Block 35, North Loop Project Redevelopment Agreement, Chicago Theatre Group, doing business as the Goodman Theatre" dated October 24, 1990 and recorded with the Office of the Recorder of Deeds of Cook County, Illinois ("Recorder's Office") on October 31, 1990 as Document Number 90532208 ("Original Agreement"). It is the express intention of the City and Goodman, as evidenced by each entering into the Agreement, that the Amendments to the North Loop T.I.F. Plan provided for in Part B of the Central Loop T.I.F. Plan shall be effective as to the Original Agreement, as amended and restated in the Agreement.

G. The City owns three (3) parcels of real estate located within Block 35 of the Original Redevelopment Area, which block is generally bounded on the west by North Clark Street, on the east by North Dearborn Street, on the south by West Randolph Street and on the north by West Lake Street ("Block 35"). The parcels are legally described on (Sub)Exhibit A attached hereto. One Parcel is presently improved with two (2) theaters commonly described as the Harris and Selwyn Theaters ("Harris and Selwyn Theaters"), the facades and other portions of which theaters are designated as Chicago landmarks pursuant to that certain ordinance ("Theater Landmarks Ordinance") adopted by the City Council of the City on March 31, 1983 and recorded with the Recorder's Office as Document Number 265-5694. This parcel shall be referred to herein as the "Harris and Selwyn Parcel". The second parcel is a vacant parcel which was formerly improved with the Woods Theater and is referred to herein as the "Woods Parcel". The third parcel is presently improved with a four-story parking garage commonly known as the "Garrick Garage" and is referred to herein as the "Garrick Parcel". In addition, the City intends to acquire the Strip (as defined in subsection 3.1 below), the reversionary rights to that certain north/south alley located to the west of and adjacent to the Strip ("Alley") and that part of Couch Place located within Block 35, all as legally described in (Sub)Exhibit A. For purposes of the Agreement, the Harris and Selwyn Parcel (exclusive of the Harris and Selwyn Theaters), the Woods Parcel and the Garrick Parcel, and if so acquired by the City, the Strip, the Alley and Couch Place, shall collectively constitute the Property.

H. Pursuant to the terms of the Agreement, the Goodman shall redevelop the northerly approximately forty thousand eight hundred thirty-three (40,833) square feet of the Property, inclusive of the Harris and Selwyn Parcel, as legally described on (Sub)Exhibit A ("Theater Parcel") as the headquarters of the Goodman Theatre. As more fully described herein, the redevelopment of the Theater Parcel will include the rehabilitation and renovation of the historic facades of the Harris and Selwyn Theaters, the remodeling of the interior of the Harris and Selwyn Theaters with an

approximately four hundred (400) seat studio theater, rehearsal rooms, administrative offices, and a costume shop, and the undertaking of new construction on other areas of the Theater Parcel, resulting in the development of an approximately eight hundred (800) seat main theater, box office and other facilities ("Theater Project"). It is anticipated that an entity comprised of the Goodman and other parties will redevelop the southerly approximately twelve thousand nine hundred seventy-four (12,974) square feet of the Property as legally described on (Sub)Exhibit A ("Restaurant/Retail Parcel") as a first class, restaurant/retail/office facility compatible with the Theater Project ("Restaurant/Retail Project"), upon the terms and conditions described herein.

I. The Property will be leased to Goodman for the uses and purposes, and upon the terms and conditions, as more fully described in the Agreement. There will be two (2) separate long term ground leases ("Ground Leases") between the City and Goodman. The Theater Parcel will be leased to Goodman for redevelopment and use by Goodman for the Theater Project ("Theater Ground Lease"). The Restaurant/Retail Parcel will be leased to Goodman for redevelopment and use of the Restaurant/Retail Project ("Restaurant/Retail Ground Lease"). Subject to the requirements of the Agreement, Goodman will have the right to sublease its leasehold interest in the Restaurant/Retail Parcel under a sublease acceptable to the D.P.D. ("Sublease"), to an entity approved by the Commissioner (as defined below) comprised of Goodman and other parties ("Restaurant/Retail Developer") for the purpose of developing and operating the Restaurant/Retail Project.

J. The City (as further described in the Agreement) has agreed to pay for or reimburse Goodman for certain eligible Redevelopment Project Costs (as hereinafter defined) in conjunction with certain site preparation work affecting the Property (as described in subsection 4.8(a) (2) below) and the undertaking of the Theater Project and the Restaurant/Retail Project, utilizing, in part, Incremental Taxes (as hereinafter defined) collected as a result of the T.I.F. Adoption Ordinance and the proceeds derived from the sale of City of Chicago Tax Increment Allocation Bonds (Central Loop Redevelopment Project), Series 1997 ("Bonds").

K. Goodman and the City acknowledge that the implementation of the policies and provisions described in the Redevelopment Documents and the Agreement will be of mutual benefit to Goodman and the City.

Now, Therefore, In consideration of the mutual covenants and agreements contained herein, the parties hereby agree as follows:

Definitions.

For all purposes of the Agreement, each of the following terms shall have the respective meaning assigned to it as follows:

Affidavits: Those certain affidavits executed and delivered by Goodman as required by the City and consisting of an Economic Disclosure Statement, Anti-Scofflaw Affidavit, Certification Regarding Lobbying and any other customary affidavit or certification required by the City in connection with the Agreement and the City's undertaking to provide the City's Financial Contribution (as hereinafter defined).

Affiliate: Any person or entity directly or indirectly controlling, controlled by or under common control with Goodman.

Agreement to Provide Assistance to the Chicago School Reform Board of Trustees and to Undertake Community Programs: That certain agreement entered into between the City and Goodman requiring Goodman to provide certain assistance to the Chicago School Reform Board of Trustees and to Undertake Community Programs, substantially in the form attached hereto as (Sub)Exhibit K.

Block 35: That certain block located in the Original Redevelopment Area and the Central Loop Redevelopment Area bounded on the west by North Clark Street, on the east by North Dearborn Street, on the south by West Randolph Street, and on the north by West Lake Street.

Bonds: The meaning set forth in Recital J.

Central Loop Project Area: The meaning set forth in Recital C.

Central Loop T.I.F. Plan: The meaning set forth in Recital C.

Certificate: The certificate of completion to be issued by the City upon completion of the Theater Project and the Restaurant/Retail Project, as the case may be, pursuant to subsection 4.11.

City: The City of Chicago, an Illinois municipal corporation.

Commission: The Community Development Commission of the City of Chicago.

Commissioner: The Commissioner of Planning and Development of the City of Chicago.

Commitment: The meaning set forth in subsection 4.8 (a) (1).

Completion: The substantial completion of the Theater Project or the Restaurant/Retail Project, as the case may be. The pertinent project shall be considered substantially complete when the improvements and all common or public areas of the pertinent project are substantially finished and ready for use and occupancy for the purpose intended.

Covenant of Performance: As defined in subsection 4.8 (a) (2).

Design Plans: Collectively, the design development plans for the Theater Project and the Restaurant/Retail Project, to be approved by the D.P.D. as provided for in subsection 4.6.

Development Manager: Mesirow Stein Real Estate, Inc., an Illinois corporation.

D.P.D.: The City of Chicago Department of Planning and Development, and any successor department or agency thereto.

Escrow: That certain construction escrow created by the parties pursuant to the provisions described in subsection 4.8(g) below.

First Leasehold Mortgage: The meaning set forth in subsection 4.8(a) (1).

First Leasehold Mortgage Note: The meaning set forth in subsection 4.8(a) (1).

Garrick Parcel: That certain parcel located on Block 35 which is presently owned by the City and improved by the Garrick Garage, as legally described on (Sub)Exhibit A attached hereto.

General Contractor: That general or prime contractor meeting the prior approval of the City hired by Goodman or the Restaurant/Retail Developer, as the case may be, as general contractor to undertake the completion of the Theater Project or the Restaurant/Retail Project.

Goodman: The Chicago Theatre Group, an Illinois not-for-profit corporation, doing business as the Goodman Theatre.

Ground Leases: Collectively, the Theater Ground Lease and the Restaurant/Retail Ground Lease, respectively, entered into by and between the City and Goodman granting a leasehold interest to Goodman in that portion of the Property consisting of the Theater Parcel and the Restaurant/Retail Parcel, respectively, as otherwise described in Recital I, upon the terms and conditions described therein.

Harris and Selwyn Parcel: That certain parcel located on Block 35 which is presently owned by the City and improved by the Harris and Selwyn Theaters, and which is legally described on (Sub)Exhibit A attached hereto.

Harris and Selwyn Theaters: The meaning set forth in Recital G.

Incremental Taxes: Ad valorem taxes which, pursuant to the T.I.F. Adoption Ordinance and Section 5/11-74.4.4-8(b) of the T.I.F. Act, are

allocated to and when collected are paid to the Treasurer of the City of Chicago for deposit by the Treasurer into a special tax allocation fund established to pay Redevelopment Project Costs and obligations incurred in the payment thereof.

Inspector: The independent inspector or inspectors selected and employed by the City to conduct periodic inspections of the Theater Project and the Restaurant/Retail Project, as the case may be, as more fully described in subsection 4.8(g).

Landmarks Commission: The Commission on Chicago Landmarks of the City.

Lender: The meaning set forth in subsection 4.8(a) (1).

Lender Financing: The meaning set forth in subsection 4.8(a) (1).

Loan Agreement: The meaning set forth in subsection 4.8(a) (1).

North Loop Project Area: The meaning set forth in Recital C.

North Loop T.I.F. Plan: The meaning set forth in Recital C.

Project: Collectively, the Theater Project and the Restaurant/Retail Project.

Property: Those certain parcels of land located on Block 35 presently owned by the City or, subject to the provisions of subsection 3.1 below, which are to be acquired by the City on Block 35, being comprised of the Harris and Selwyn Parcel exclusive of the (Harris and Selwyn Theaters), the Woods Parcels, the Garrick Parcel, the Strip (as defined in subsection 3.1), and the north/south alley and that part of Couch Place located on Block 35, all as legally described on (Sub)Exhibit A attached hereto.

Recorder's Office: The Office of the Recorder of Deeds of Cook County, Illinois.

Redevelopment Documents: The Redevelopment Plan and the North Loop T.I.F. Plan, as amended by Part B of, and otherwise supplemented by, the Central Loop T.I.F. Plan. The Redevelopment Documents shall include any revision made from time to time by the City, provided that no such revision shall: (i) alter the use of the Property for the purposes contemplated by the Agreement; (ii) substantially alter the schedule for construction of the Theater Project or the Restaurant/Retail Project, as the case maybe; or (iii) impose additional substantial financial burdens on Goodman.

Redevelopment Project Costs: Redevelopment project costs as defined in Section 5/11-74.403(q) of the T.I.F. Act, as amended from time to time,

that are included in the budget set forth in the T.I.F. Plan or otherwise referenced in such Plan.

Restaurant/Retail Developer: An entity approved by the Commissioner comprised of Goodman and other parties which shall sublease the Restaurant/Retail Parcel from Goodman for the purpose of development and operation of the Restaurant/Retail Project, upon the terms and conditions as provided for in the Agreement and the Restaurant/Retail Ground Lease.

Restaurant/Retail Ground Lease: The meaning set forth in Recital I.

Restaurant/Retail Parcel: A rectangular parcel of approximately twelve thousand nine hundred seventy-four (12,974) square feet situated on the southerly portion of the Woods and Garrick Parcels, as legally described on (Sub)Exhibit A attached hereto.

Restaurant/Retail Project: A five-story and basement, first class, restaurant/retail/office facility (with limited office uses for arts-related entities or administrative offices for Goodman or restaurant/retail tenants occupying space at the Restaurant/Retail Parcel) which may be developed and constructed by the Restaurant/Retail Developer on the Restaurant/Retail Parcel pursuant to the terms and conditions of the Sublease derived from Goodman under the Restaurant/Retail Ground Lease, as more fully described in subsection 4.2 (b) of the Agreement.

Schedule: The schedule for the dates of completion of various tasks related to the Theater Project or the Restaurant/Retail Project, as the case may be, which is attached hereto as (Sub)Exhibit G, as revised and updated from time to time pursuant to the provisions of the Agreement.

Subsequent Developer: That certain entity or entities which shall develop and/or acquire the Theater Parcel or Restaurant/Retail Parcel from the City in the event of a default under the Agreement or breach of the Theater Ground Lease or Restaurant/Retail Ground Lease by Goodman, as more specifically described in subsection 5.3 (d).

Sublease: The meaning set forth in Recital I.

Theater Ground Lease: The meaning set forth in Recital I.

Theater Parcel: The Harris and Selwyn Parcel and the northerly approximately two hundred ninety-five (295) feet of the Woods and Garrick Parcels, together (subject to subsection 3.1 below) with the Strip, the Alley and that part of Couch Place lying within Block 35, all as legally described in (Sub)Exhibit A attached hereto.

Theater Project: The rehabilitation, renovation and preservation of the historic facade of the Harris and Selwyn Theaters, the remodeling of the

interior of the Harris and Selwyn Theaters with an approximately four hundred (400) seat studio theater, rehearsal and costume storage rooms and offices, and the construction of an approximately eight hundred (800) seat main theater, box office and other facilities and improvements by Goodman as more fully described in subsection 4.2 (a) of the Agreement, pursuant to the requirements described in (Sub)Exhibit L attached hereto and the Working Drawings and Specifications for the Theater Project to be approved by the Landmarks Commission and the D.P.D. in accordance with subsection 4.6.

T.I.F. Act: The Illinois Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.1-1, et seq. (1996), as amended from time to time.

T.I.F. Funded Improvements: Those activities and improvements undertaken with respect to the Theater Project and the Restaurant/Retail Project which: (i) qualify as Redevelopment Project Costs, (ii) are eligible costs under the T.I.F. Plan, and (iii) the City has agreed to pay for out of the City's Financial Contribution, subject to the terms of the Agreement.

T.I.F. Plan: The meaning set forth in Recital C.

Woods Parcel: That certain vacant parcel located on Block 35 which is owned by the City and was formerly improved by the Woods Theater, as legally described on (Sub)Exhibit A attached hereto.

Section I.

Incorporation Of Recitals And Definitions.

The recitals and definitions set forth above constitute an integral part of the Agreement and are incorporated herein by this reference with the same force and effect as if set forth herein as agreement of the parties.

Section II.

Representations And Warranties.

2.1 Representations And Warranties Of Goodman.

To induce the City to execute the Agreement and perform the obligations of the City hereunder, Goodman hereby represents and warrants to the City as follows:

- (a) Goodman is a duly organized and existing Illinois not-for-profit corporation in good standing under the laws of the State of Illinois.
- (b) No litigation or proceedings are pending or, to the best of Goodman's knowledge, threatened against Goodman or any Affiliate which could: (i) affect the ability of Goodman to perform its obligations pursuant to and as contemplated by the terms and provisions of the Agreement and the Redevelopment Documents; or (ii) materially affect the operation or financial condition of Goodman.
- (c) The execution, delivery and performance by Goodman of the Agreement have not constituted or will not, upon the giving of notice or lapse of time, or both, constitute a breach or default under any other agreement to which Goodman or any Affiliate is a party or may be bound or affected, or a violation of any law or court order which may effect the Property, any part thereof, any interest therein or the use thereof.
- (d) The parties executing the Agreement on behalf of Goodman have been duly authorized by all appropriate action to enter into, execute and deliver the Agreement and perform the terms and obligations contained herein.
- (e) To the best of its knowledge, the use of the Property by Goodman will not violate: (i) any statute, law, regulation, rule, ordinance or executive or judicial order of any kind (including, without limitation, zoning and building laws, ordinances, codes or approvals and environmental protection laws or regulations); or (ii) any building permit, restriction of record or any agreement affecting the Property or any part thereof.
- (f) Except as otherwise provided in the Agreement, and specifically as described in subsection 4.15 below, Goodman shall not, without the prior written consent of the D.P.D., which the D.P.D. may withhold in its sole discretion: (i) grant, suffer or permit any lien, claim or encumbrance upon the Property or any portion thereof; (ii) permit or suffer any levy, attachment, claim or restrain to be made affecting the Property or any portion thereof; or (iii) enter into any transaction not in the ordinary course of business of Goodman which materially or adversely affects Goodman's ability to pay its debts as such may then exist or mature.
- (g) Goodman shall utilize, and shall cause the Restaurant/Retail Developer to utilize, the Property solely for the uses permitted by the terms of the Agreement, the Redevelopment Documents, and the applicable Ground Lease.

- (h) Goodman shall comply with the terms of: (1) the Affidavits; (2) the Employment Opportunity Obligations described in Section VI of the Agreement; (3) the Covenant of Performance; (4) the Agreement to provide Assistance to the Chicago School Reform Board of Trustees and To Undertake Community Programs; and (5) those certain public policy covenants described in subsection VII below. Goodman further covenants that its headquarters and main stage theater shall be, upon completion of the Theater Project, located at the Theater Parcel.
- (i) Goodman shall rehabilitate and renovate the facades of the Harris and Selwyn Theaters to preserve their historic and architecturally significant features in accordance with their status as designated City landmarks and in accordance with the landmark requirements described on Exhibit L attached hereto and Working Drawings and Specifications for the Theater Project (as defined in subsection 4.6 below) approved by the D.P.D. and the Landmarks Commission.
- (j) Goodman shall use the Theater Project solely for the presentation of theatrical, cultural and entertainment activities.
- (k) Goodman shall operate the Theater Project in accordance with the standards of a first class live theatrical organization and shall possess full artistic freedom in the presentation of theatrical and cultural activities at the theaters.
- (l) The Restaurant/Retail Project, if developed and constructed pursuant to the Agreement, will be utilized and operated by the Restaurant/Retail Developer to provide first class restaurant and retail operations (with limited office space usage intended for arts-related entities or administrative offices for the Goodman or restaurant and retail tenants located at the Restaurant/Retail Parcel compatible with the theatrical, cultural and entertainment activities of the Theater Project.)

2.2 Representations And Warranties Of The City.

To induce Goodman to execute the Agreement and perform the obligations of Goodman hereunder, the City hereby represents and warrants to Goodman as follows:

- (a) The City has authority under its home rule powers granted in the Constitution of the State of Illinois to enter into, execute, and deliver the Agreement and perform the terms and obligations contained herein.

- (b) As of the date hereof, the City has good and merchantable fee title to the Harris and Selwyn Parcel (and the Harris and Selwyn Theaters), the Woods Parcel, and the Garrick Parcel and with regard to the north/south alley and that part of Couch Place located on Block 35, the City holds a servitude in trust for use by the public, subject to those permitted exceptions described in (Sub)Exhibit B attached hereto.

2.3 Survival Of Representations And Warranties.

Goodman agrees that all of its representations and warranties, and the City agrees that all of its representations and warranties, set forth in this Section II or elsewhere in the Agreement are true as of the execution date of the Agreement and will be true at all times hereafter, except with respect to matters which have been disclosed in writing to and approved by the other party.

Section III.

Lease Of The Property.

3.1 Assemblage Of The Property.

The City presently owns in fee simple the Harris and Selwyn Parcel, the Woods Parcel and the Garrick Parcel (subject to an interim lease with the former owner and current operator of the Garrick Garage which the City has the right to and will terminate prior to and in connection with entering into the Ground Leases with Goodman). Subsequent to the execution date of the Agreement, the City shall use its best efforts to acquire (by eminent domain proceedings if necessary) fee simple title to that certain approximately 1 foot x 183 foot strip of land adjacent to and west of the Harris and Selwyn Parcel (the "Strip") as well as all of the reversionary rights to that certain north/south alley located to the west of and adjacent to the Strip (the "Alley") and that certain east/west alley located on Block 35 known as Couch Place ("Couch Place"). Upon the acquisition of the Strip and the reversionary rights to the Alley and Couch Place, the City shall take all appropriate steps to seek passage of an ordinance or ordinances by the City Council of the City vacating the Alley and Couch Place. Upon the vacation of the Alley and Couch Place by the City, the City shall record one copy of each vacation ordinance with the Recorder's Office.

In the event that the City is unsuccessful in acquiring the Strip and the reversionary rights in the Alley and Couch Place as described in this subsection 3.1, the City shall deliver written notice of such to Goodman. Within twenty (20) days of the receipt of said notice, Goodman, at its option,

may choose to terminate the Agreement by written notice to the City. At such point, the City and Goodman shall be under no further obligation to the other party. If, however, the City does not receive written notice of termination from Goodman by the expiration of said twenty (20) day period, the Agreement shall be deemed to remain in full force and effect.

For purposes of the Agreement, the Harris and Selwyn Parcel (exclusive of the Harris and Selwyn Theaters), the Woods Parcel and the Garrick Parcel, and in addition, if so acquired by the City, the Strip, the Alley and Couch Place shall collectively constitute the "Property".

3.2 Leasing Of The Property And Conveyance Of The Harris And Selwyn Theaters.

(a) Theater Ground Lease. The City shall lease the Theater Parcel to Goodman for the term of ninety-nine (99) years at a base rental of one dollar (\$1.00) per year pursuant to the Theater Ground Lease substantially in the form attached hereto as Exhibit C-1. The Theater Ground Lease shall, in addition to the provisions of the Agreement, be subject to:

1. Covenants and restrictions set forth in the Theater Ground Lease, including, but not limited to, Goodman's representations described in paragraphs (g) -- (l) of subsection 2.1 above and the provisions described in subsections 4.15 and 5.3 below and Section VII below.
2. The Redevelopment Documents affecting the Theater Parcel.
3. The permitted exceptions in an ALTA leasehold insurance policy as are described on (Sub)Exhibit B attached hereto.
4. Taxes for the current year.
5. Title objections caused or suffered by Goodman or those claiming by, through or under Goodman.

In addition, the Theater Parcel shall be leased to Goodman with no warranty, express or implied, by the City as to the condition of the soil, its geology, or the presence of known or unknown faults, or to the physical condition of any improvements located thereon. It shall be the sole responsibility of Goodman, at its sole expense (beyond the funds allocated by the City for site preparation work associated with the Property as described in subsection 4.1 below), to investigate and determine the soil and environmental condition existing in the Property. If the soil conditions are not in all respects entirely suitable for the use or uses to which the Property will be utilized, then it shall be the sole responsibility

and obligation of Goodman to take such action as may be necessary to place the soil and environmental condition of the Property in a condition entirely suitable for the Theater Project.

(b) Conveyance of the Harris and Selwyn Theaters. In accordance with the delivery of possession of the Theater Parcel from the City to Goodman as further described in subsection 3.3(a) below, the City shall deliver to Goodman a quitclaim deed conveying all of the City's right, title and interest in the Harris and Selwyn Theaters to Goodman. The Harris and Selwyn Theaters shall be conveyed to Goodman "As Is" And "Where Is" with no warranty as to the physical condition of the Harris and Selwyn Theaters. It shall be the responsibility of Goodman to renovate the facades and remodel the interior of the Harris and Selwyn Theaters in accordance with the terms and provisions of the Agreement and the Theater Ground Lease.

(c) Restaurant/Retail Ground Lease. The City shall lease the Restaurant/Retail Parcel to the Goodman pursuant to the Restaurant/Retail Ground Lease substantially in the form attached hereto as (Sub)Exhibit C-2. Goodman shall have the right to sublease its leasehold interest in the Restaurant/Retail Parcel to the Restaurant/Retail Developer pursuant to the Sublease for a term not to exceed fifty (50) years. The terms of the Sublease shall be acceptable to the D.P.D. in its sole discretion. In conjunction with D.P.D.'s approval of the Sublease, the D.P.D. shall be provided with an acceptable Affidavit from the Restaurant/Retail Developer. The Sublease shall provide that the Restaurant/Retail Developer shall pay to the City, as percentage rent ("Percentage Rent") for the Restaurant/Retail Parcel during the Term of the Sublease, in accordance with the following:

- (a) an amount equal to fifty percent (50%) of annual "Net Operating Cash Flow" after payment or allowance for (i) annual debt service on all obligations to third parties secured by a mortgage on the leasehold interest granted hereunder and the subleasehold interest under the Sublease with respect to the Restaurant/Retail Project (whether incurred during the construction of the Restaurant/Retail Project or, after the issuance of the Certificate by the City, on construction costs relating to substantial alterations) and (ii) a twelve percent (12%) per annum cumulative cash return on the net investment from time to time of the owners of Subtenant. For the purposes hereof, "Net Operating Cash Flow" shall mean (i) all cash received from operations of Subtenant at the Restaurant/Retail Project in the ordinary course of business (excluding capital contributions and Net Proceeds of Capital Transactions), less (ii) cash expended or properly reserved to pay all ordinary and necessary operating expenses and for other reasonable requirements of the business of Subtenant; and
- [(b) an amount equal to fifty percent (50%) of "Net Proceeds". For the purposes hereof, "Net Proceeds" shall mean all proceeds of

"Capital Transactions" less all expenses and costs incurred in connection therewith and attributable thereto and less the payment of any and all remaining investment by the owners of Subtenant with respect to the Restaurant/Retail Project, including any unpaid amount of twelve percent (12%) per annum cumulative cash return on such investment outstanding from time to time, all determined in accordance with generally accepted accounting principles. Further, for the purposes hereof, "Capital Transactions" shall mean the sale, exchange, refinancing or other disposition of a portion or all of the assets of Subtenant, other than in the ordinary course of business, whether voluntary or involuntary, including condemnation, foreclosure, destruction or other involuntary taking.]

The component of Percentage Rent referred to in subsection (a) above shall be payable ____ days after the end of the fiscal year of Subtenant and shall be accompanied by appropriate financial statements calculating Net Operating Cash Flow and the adjustments thereto required as herein stated in support of the payments due the City. The component Percentage Rent referred to in subsection (b) above shall be payment to the City within ____ days of concluding any Capital Transaction that results in Net Proceeds for which a Percentage Rent payment is due hereunder and such payment shall be accompanied by appropriate supporting documents and calculations of the Percentage Rent due. The Sublease shall also include such other provisions as shall be approved by the Commissioner including, but not limited to, the requirement that the use and design parameters of the Restaurant/Retail Parcel conform to the requirements of subsection 4.2(b) of the Agreement. In the event that Goodman fails to enter into a Sublease acceptable to the Commissioner within six (6) months following execution of the Agreement, all rights of Goodman to enter into the Restaurant/Retail Ground Lease shall terminate.

The Restaurant/Retail Ground Lease, if any, shall be subject to the provisions of the Agreement including, but not limited to, the matters set forth in Sections 3.2 (a) (1) through (5) above. In addition, the Restaurant/Retail Parcel shall be leased to Goodman with no warranty, express or implied, by the City as to the condition of the soil, its geology, or the presence of known or unknown faults, or to the physical condition of any improvements located thereon; subject, however, to the right of Goodman to terminate the Restaurant/Retail Ground Lease, and all obligations of the parties with respect to the Restaurant/Retail Parcel, in the event that the cost of the site preparation work attributable to the Restaurant/Retail Parcel exceeds the sum of Three Hundred Thousand Dollars (\$300,000) as more fully described in subsection 4.1 of the Agreement.

(d) Qualified Option to Purchase the Restaurant/Retail Parcel. The Restaurant/Retail Ground Lease shall provide, and the Sublease in turn may provide, that at any time subsequent to the issuance of the Certificate

regarding the Restaurant/Retail Parcel until the expiration of the Term or the termination of the Sublease, Goodman or the Restaurant/Retail Developer, as the case may be, and its successors and assigns under the Restaurant/Retail Ground Lease or the Sublease, as the case may be, shall have a qualified option to purchase fee simple title of the Restaurant/Retail Parcel. The parties agree that the purchase price ("Purchase Price") for the Restaurant/Retail Parcel shall be Two Million Two Hundred Thousand Dollars (\$2,200,000) during the period of eight (8) years commencing with the Commencement Date, and thereafter until the expiration of the Sublease, the Purchase Price shall be determined by the appraised market value of the Restaurant/Retail Parcel for the permitted uses as set forth in subsection 4.3(b) below and as determined by the procedures set forth herein. The parties acknowledge, however, that the proposed sale of the Restaurant/Retail Parcel as described herein must be advertised by the City for solicitation of alternative proposals as provided for in the T.I.F. Act, and furthermore, such sale is subject to authorization (and approval of the Purchase Price) by the City Council and any other required action such as that by the Community Development Commission or its successor agency or commission. The determination of the fair market value of the Restaurant/Retail Parcel shall be made by one appraiser to be selected by the City and one (1) appraiser to be selected by Goodman. If the fair market value of each appraisal is within five percent (5%) of the other, then fair market value shall be determined by an average of the two (2) proposed values. If the difference between the two (2) exceeds five percent (5%), then a third appraiser to be selected by the City's Purchasing Agent shall determine which of the two (2) appraisals more accurately approximates the fair market value of the Restaurant/Retail Parcel. The determination by such an appraiser shall be conclusive as to both parties provided, however, that in no event shall the Purchase Price for the Restaurant/Retail Parcel be less than Two Million Two Hundred Thousand Dollars (\$2,200,000). The Restaurant/Retail Developer shall be entitled to a credit to be applied to the Purchase Price in the sum of the Percentage Rent paid to the City pursuant to subsection 3.2(c) and the Restaurant/Retail Ground Lease to the extent such credit is less than the Purchase Price. Any assignment of this qualified option to purchase the Restaurant/Retail Parcel contemplated in and/or granted by the Agreement, the Restaurant/Retail Ground Lease or the Sublease shall be subject to approval of Commissioner and shall in all events only be made in connection with, and not independent of, the assignment of the Restaurant/Retail Ground Lease or the Sublease, as the case may be.

3.3 Possession Of The Property.

(a) The Theater Parcel. Subject to all the terms, covenants and conditions of the Agreement, Goodman shall be entitled to possession of the Theater Parcel pursuant to the Theater Ground Lease and the conveyance of the Harris and Selwyn Theaters as provided for in subsection 3.2(b) above, upon the occurrence of all of the following:

- (i) approval by the D.P.D. and the Landmarks Commission of the Theater Design Plans (as defined in subsection 4.6 below); and
- (ii) approval by the D.P.D. of a revised schedule for the Theater Project, as more fully described in subsection 4.8(c) below; and
- (iii) approval by the D.P.D. of Goodman's Budget as defined in subsection 4.8(a) below and Goodman's financing as described in subsection 4.8(a) below; and
- (iv) approval by the D.P.D. of the Loan Agreement, as more fully described in subsection 4.8(a) below; and
- (v) passage by the City Council of the City of the amendment to the Planned Development Ordinance, as described in subsection 4.4 below; and
- (vi) the obtaining by Goodman of insurance policies insuring the Theater Parcel (and specifically, the Harris and Selwyn Theaters) as more fully described in subsection 4.14 below; and
- (vii) the approval by the D.P.D. of a public information program and commemorative plaque regarding the historical background of the Harris and Selwyn Theaters, and the role of Linpro Chicago Land Limited Partnership, which donated the Harris and Selwyn Theaters to the City, and the City of Chicago, which is providing funding for the renovation and remodeling of said Theaters as an integral part of the "Theater District" of the City's Central Loop Project Area.

If the conditions described in this subsection 3.3(a) are not achieved by Goodman within six (6) months of the execution of the Agreement, except for the action or inaction of the City, then the Agreement, or any undertaking by the City under the agreement to enter into the Theater Ground Lease or the Restaurant/Retail Ground Lease, at the option of the City, shall become null and void, and the City shall be under no further obligation to Goodman with respect to the Property.

(b) The Restaurant/Retail Parcel. The Restaurant/Retail Ground Lease, if any, shall be entered into between the City and Goodman, and the Restaurant/Retail Developer will be entitled to possession of the Restaurant/Retail Parcel pursuant to the Sublease, upon the earlier to occur of the City's determination that it is in the best interest of the [Theater] Project, and completion of all of the following:

- (i) approval by the D.P.D. of the construction loan agreement for the Restaurant/Retail Project as more fully described in subsection 4.8(b) below; and

(ii) passage by the City Council of the City of the amendment to the Planned Development Ordinance, as described in subsection 4.4 below; and

(iii) the obtaining by Goodman or the Restaurant/Retail Developer of insurance policies insuring the Restaurant/Retail Parcel, as more fully described in subsection 4.14 below; and

(iv) the execution of the sublease affecting the Restaurant/Retail Parcel, the form of which Sublease has been approved by the D.P.D. pursuant to subsection 3.2 (c) above.

If the conditions described in this subsection 3.3 (b) are not achieved by Goodman within six (6) months of the execution date of the Agreement, except for the action or inaction of the City, then the Agreement, and any undertaking by the City under the Agreement to enter into the Restaurant/Retail Ground Lease and to permit the Sublease, subject to its approval, at the option of the City, shall become null and void, and the City shall be under no further obligation to Goodman, with respect to the Restaurant/Retail Parcel.

3.4 Closing Documents.

Prior to, or in connection with, the execution and delivery of the Theater Ground Lease and the quitclaim deed for the Harris and Selwyn Theaters, or the Restaurant/Retail Ground Lease, as the case may be, the parties shall deliver to each other the following:

(i) Goodman's documents:

- (a) A certificate of good standing as an Illinois not-for-profit corporation and a certificate of incumbency for Goodman.
- (b) A corporate resolution from Goodman authorizing the execution of the Theater Ground Lease or the Restaurant/Retail Ground Lease (and the Sublease), as the case may be.
- (c) An ALTA statement.

(ii) The City's documents:

- (a) The Theater Ground Lease or the Restaurant/Retail Ground Lease, as the case may be.

- (b) A certified copy of the ordinance adopted by the City Council of the City authorizing the City to enter into and perform the Agreement and to execute the Agreement and all other documents necessary to carry out the transactions provided for in the Agreement.
- (c) An ALTA statement.
- (d) The quitclaim deed to the Harris and Selwyn Theaters.

3.5 Real Estate Taxes.

The City shall take all appropriate steps to secure the waiver of general real estate taxes to the date of delivery of the applicable Ground Lease and conveyance of the Harris and Selwyn Theaters to Goodman. Goodman shall be responsible for leasehold real estate taxes, if any, accruing after the execution of the applicable Ground Lease pursuant to the terms and conditions described in the Theater Ground Lease and the Restaurant/Retail Ground Lease, as the case may be.

3.6 Recordation Of Ground Leases.

Goodman may file the Ground Leases for recordation with the Recorder's Office. At the request of Goodman, the City and Goodman will enter into a short form memorandum for each of the Ground Leases for recordation purposes. Goodman shall pay all such recording costs.

Section IV.

The Construction Of the Project.

4.1 Demolition Of The Garrick Garage; Site Preparation Work.

In preparation for the redevelopment of the Garrick Parcel pursuant to the terms of the Agreement, the City shall hire a demolition contractor to undertake asbestos remediation and the demolition of the Garrick Garage down to grade level only. The remediation and demolition work shall not commence until the Goodman has demonstrated to the City its compliance with the conditions described in subsection 3.3 (a) (i) through (iv) above unless the City in its sole discretion determines that the demolition work shall commence at an earlier date.

After the demolition of the Garrick Garage is completed to grade level, Goodman shall undertake site preparation work affecting the Woods Parcel and the Garrick Parcel, including subsurface environmental remediation, removal of underground foundations, and utility connections necessary to construct the Project. The City shall reimburse Goodman for such work in an amount not to exceed Three Hundred Thousand Dollars (\$300,000) as relates to the Restaurant/Retail Parcel. In the event that the cost of such work which is solely attributable to the Restaurant/Retail Parcel exceeds the sum of Three Hundred Thousand Dollars (\$300,000), Goodman and/or the Restaurant/Retail Developer may fund the excess cost and continue to perform under the terms of the Agreement and the Restaurant/Retail Ground Lease, or in the alternative, Goodman may terminate the Restaurant/Retail Ground Lease. In such event, Goodman's right to sublease the Restaurant/Retail Parcel shall also terminate along with all other obligations between the parties with respect to the Restaurant/Retail Parcel.

4.2 Scope Of The Project.

(a) The Theater Project. The Theater Project that will be constructed by Goodman on the Theater Parcel shall become the headquarters for the Goodman Theatre and shall consist of the following: (a) an approximately eight hundred (800) seat main theater, (b) an approximately four hundred (400) seat studio theater, (c) rehearsal and costume storage rooms, (d) administrative offices, (e) a costume shop, (f) Goodman's box office, and (g) other support facilities appropriate and consistent with theatrical, cultural and entertainment uses.

The construction of the Theater Project by Goodman shall include the renovation or rehabilitation of the facades of the Harris and Selwyn Theaters to preserve their historic and architecturally significant features in accordance with their status as a designated City landmark and the Theater Landmarks Ordinance, and in accordance with the design parameters described in (Sub)Exhibit L and subsection 4.3(a) below and the working Drawings and Specifications approved by the D.P.D. and the Landmarks Commission in accordance with the procedures described in subsection 4.6 below.

The use of the Theater Project shall be limited to theatrical, cultural and entertainment activities and shall be operated by Goodman in accordance with the standards of a first class live theatrical organization. This restriction on use provision shall also be contained in the Theater Ground Lease and the quitclaim deed from the City conveying the Harris and Selwyn Theaters in connection with entering into, and subject to the terms and provisions, of the Theater Ground Lease.

(b) The Restaurant/Retail Project. The Restaurant/Retail Project that will be constructed on the Restaurant/Retail Parcel by the Restaurant/Retail

Developer will be utilized to provide first class restaurant and retail operations, compatible with the theatrical, cultural and entertainment activities of the Theater Project. The Restaurant/Retail Project shall also include limited office space used by arts-related entities or administrative offices for Goodman, the Restaurant/Retail Developer, or tenants occupying space at the Restaurant/Retail Parcel. This restriction on use shall also be contained in the Restaurant/Retail Ground Lease and the Sublease of the Restaurant/Retail Parcel entered by the Goodman with the Restaurant/Retail Developer for development and construction of the Restaurant/Retail Project. All improvements to be constructed on the Restaurant/Retail Parcel will be consistent with the development parameters described in subsection 4.3(b) below and the Working Drawings and Specifications to be approved by the D.P.D. in accordance with the procedures described in subsection 4.6 below.

4.3 Development Parameters.

(a) The Theater Project. The Theater Project shall be subject to the following development parameters:

- (i) The height of the Theater Project, including any future expansion by Goodman, shall be limited to a height of approximately one hundred twenty-four (124) feet above grade and a maximum of ten (10) stories.
- (ii) The facades of the Harris and Selwyn Theaters shall be preserved in accordance with the terms of the Agreement, including, without limitation, (Sub)Exhibit L attached hereto and subsection 4.2(a) above. The design of the overall Theater Project shall be complementary with the restoration, rehabilitation and preservation of the historic facades of the Harris and Selwyn Theaters (and shall be approved by the D.P.D.).
- (iii) The facade of the Theater Project along the Dearborn Street right-of-way shall be active and pedestrian-orientated in character to the extent agreed upon by the parties. The Lake Street facade shall be conventional theater sidewalls with exit doors, complementary with the overall character of the Theater Project. In addition, the facade of the Theater Project along the Dearborn Street right-of-way shall recognize the Couch Place axis to the east of the Theater Project with an appropriate design.
- (iv) No major setbacks shall be allowed along the Dearborn Street or Lake Street rights-of-way. Goodman, however, shall maintain a thirty (30) foot setback at a level of fifty (50) feet above grade for

that portion of the western boundary of the Theater Project located south of Couch Place.

- (v) The exterior signage utilized by Goodman located at the Theater Project must meet the prior written approval of the D.P.D.
- (vi) Loading access to the Theater Project shall occur solely from the Lake Street right-of-way.
- (vii) The streetscaping, including any paving of sidewalks, landscaping and lighting, provided by Goodman as part of the Theater Project shall meet the prior written approval of the D.P.D. and be attractive and compatible with the streetscaping of Block 35.
- (viii) The design of the rooftop mechanicals, as well as the concepts described in paragraphs (iii) -- (vii) above shall be more specifically addressed in the amendment to the Planned Development Ordinance described in subsection 4.4 below.

(b) The Restaurant/Retail Project. The Restaurant Retail Project shall be subject to the following development parameters:

- (i) The Restaurant/Retail Project shall consist of a five (5) story building and basement which will be used as a first class restaurant and retail facility compatible with the Theater Project, subject to the restrictions described in the Agreement, Restaurant/Retail Ground Lease and Sublease. The Restaurant/Retail Project shall also include limited office space uses by arts-related entities or administrative offices for Goodman, the Restaurant/Retail Development, or tenants occupying space at the Restaurant/Retail Parcel. Prior to June 20, 2007, the height and use of the Restaurant/Retail Parcel as aforesaid shall not be changed unless approved by the Commissioner after June 20, 2007, any change in height and use shall be in compliance with applicable zoning and other laws and covenants and also subject to approval by the Commissioner unless Goodman or the Restaurant/Retail Developer or any successor in interest as permitted by the Restaurant/Retail Ground Lease has purchased the Restaurant/Retail Parcel.
- (ii) Loading access for the Restaurant/Retail Project shall not be permitted along Dearborn Street or Randolph Street, but must occur solely below grade via the underground tunnel serving the western portion of Block 35.

- (iii) The design and location of any roof-top mechanicals or other structures on the roof of the Restaurant/Retail Project shall require the prior approval of the D.P.D.
- (iv) No setbacks for the Restaurant/Retail Project shall be permitted along Dearborn Street or Randolph Street.
- (v) Exterior signage and streetscaping shall be subject to the prior approval of the D.P.D.
- (vi) The Randolph Street facade shall be complementary to the Dearborn Street facade of the Theater Project.
- (vii) No major setbacks shall be allowed along the Dearborn or Randolph Streets rights-of-way. The Restaurant/Retail Developer, however, shall maintain a thirty (30) foot setback at a level of fifty (50) feet above ground.
- (viii) The concepts described in paragraphs (iii) -- (vii) above shall be more specifically addressed in the amendment to the Planned Development Ordinance described in subsection 4.4 below.

The City shall use its best efforts (at no cost to the City) to assist the Restaurant/Retail Developer in obtaining an appropriate access easement to, from and through the basement of the existing Chicago Title and Trust Building located adjacent to the western boundary of the Restaurant/Retail Project for deliveries and trash removal and the right to use the trash storage facilities for a reasonable fee (to be solely paid by the Restaurant/Retail Developer). In the event that the Restaurant/Retail Developer is unable to obtain such an easement, Goodman shall have the right to terminate the Restaurant/Retail Ground Lease without further obligation between the parties.

4.4 Planned Development.

Within sixty (60) days following approval of the ordinance authorizing the execution of the Agreement by the City, Goodman shall file an application with the Chicago Plan Commission for an ordinance to amend Planned Development Ordinance Number 454 to provide for the construction of the Theater Project and the Restaurant/Retail Project, in accordance with the procedures described in the Chicago Zoning Ordinance, Chapter 194A, Municipal Code of Chicago, the Commissioner shall take all appropriate steps consistent with the Zoning Ordinance to recommend that the Planned Development amendment affecting the Property be approved by the Chicago Plan Commission and adopted by the City Council of the City; provided,

however, that nothing contained herein shall require the City to approve the amendment to the Planned Development Ordinance.

4.5 Right Of Entry.

Upon execution of the Agreement by the parties, the City shall grant to Goodman a right of entry to the Property (excluding the Garrick Parcel) for the purpose of allowing Goodman's Development Manager, architects and engineers to inspect the Property (excluding the Garrick Parcel) and to investigate the soil and the environmental condition existing in the Property (excluding the Garrick Parcel) as well as the improvements thereon. Goodman shall be granted a right of entry to the Garrick Parcel upon expiration of the applicable thirty (30) day notice period which the City is required to provide to the former owner and current operator of the Garrick Garage and surrender of possession thereof to the City. Goodman shall prepare its construction documents (as described in subsection 4.6 below) as well as the Budget described in subsection 4.8 (a) below taking into consideration the results of such inspections.

4.6 Submission Of Construction Documents; Site Preparation Work.

(a) Design Plans. The D.P.D. has approved the schematic drawings for the Theater Project and the Restaurant/Retail Project. A list of the Schematics is attached hereto as (Sub)Exhibit D. Within sixty (60) days following the execution of the Agreement by the parties, Goodman shall prepare and submit to the Landmarks Commission and the D.P.D. for their respective approval proposed design plans for the Theater Project based upon and consistent with the approved Schematics. The design plans shall also conform to the terms of the Agreement (including the landmark requirements listed on (Sub)Exhibit L), the Redevelopment Documents as amended from time to time, the Theater Landmarks Ordinance (when applicable), and all applicable federal, state and local laws, ordinances and regulations.

The D.P.D. and the Landmarks Commission shall have fifteen (15) days in which to approve or reject the design plans for the Theater Project. If the Landmarks Commission or the D.P.D., or both, reject the design plans, the Landmarks Commission or the D.P.D., as the case may be, shall deliver written notice of such to Goodman. Goodman shall thereafter have fifteen (15) days in order to revise the design plans consistent with the requirements of the Landmarks Commission or the D.P.D., as the case may be, and resubmit them to the Landmarks Commission and the D.P.D. for approval. The D.P.D. and the Landmarks Commission shall thereafter have ten (10) days after receipt from which to approve or reject the resubmitted documents.

Within sixty (60) days following the execution of the Sublease affecting the Restaurant/Retail Parcel, Goodman, the Restaurant/Retail Developer, or both, shall submit to the D.P.D. for its approval proposed design plans regarding the Restaurant/Retail Project, which are based on the approved Schematics. The D.P.D. shall have fifteen (15) days in which to approve or reject the design plans. If the D.P.D. rejects the design plans, the D.P.D. shall deliver written notice to Goodman or the Restaurant/Retail Developer, as the case may be, and Goodman, the Restaurant/Retail Developer, or both, shall thereafter have fifteen (15) days in order to revise the design plans consistent with the requirements of the D.P.D., and resubmit them to the D.P.D. for its approval. The D.P.D. shall thereafter have ten (10) days after receipt of which to approve or reject the resubmitted documents.

The final design development drawings and specifications which have been approved by the Landmarks Commission and/or the D.P.D., as applicable, shall be considered the "Theater Design Plans" or the "Restaurant/Retail Design Plans", as applicable, and shall be collectively referred to as the "Design Plans" for purposes of the Agreement.

Any material change to the Design Plans must be submitted to the Landmarks Commission and/or the D.P.D., as applicable, for approval, which approval shall not be unreasonably withheld or delayed.

(b) Development of Working Drawings and Specifications. Within one hundred eighty (180) days following the receipt of approval by the D.P.D. and the Landmarks Commission of the Theater Design Plans, Goodman shall submit to the D.P.D. and the Landmarks Commission for its respective approval the proposed final construction documents regarding the construction of the Theater Project. The D.P.D. and the Landmarks Commission shall have fifteen (15) days in which to approve or reject the construction documents. If the Landmarks Commission or the D.P.D., as the case may be, rejects such documents, written notice of such shall be delivered to Goodman. Goodman shall thereafter have fifteen (15) days in order to revise the construction documents consistent with the requirements of the Landmarks Commission or the D.P.D., as the case may be, and resubmit them to the Landmark Commission and the D.P.D. for approval. The D.P.D. and the Landmark Commission shall thereafter have ten (10) days after receipt from which to approve or reject the resubmitted documents.

Within one hundred eighty (180) days following the approval of the Restaurant/Retail Design Plans affecting the Restaurant/Retail Parcel, Goodman shall submit or cause to be submitted to the D.P.D. proposed construction documents regarding the Restaurant/Retail Project. The D.P.D. shall have fifteen (15) days in which to approve or reject the construction documents. If the D.P.D. rejects the construction documents, the D.P.D. shall deliver written notice of such to Goodman. Goodman shall thereafter have fifteen (15) days in order to revise the construction documents consistent with the requirements of the D.P.D. and resubmit

them to the D.P.D. for its approval. The D.P.D. shall thereafter have ten (10) days after receipt of which to approve or reject the resubmitted documents. The final construction documents which have been approved by the Landmark Commission and/or the D.P.D., as applicable, shall be considered the "Theater Working Drawings and Specifications" or the "Restaurant/Retail Working Drawings and Specifications", as applicable (collectively, the "Working Drawings and Specifications" for purposes of the Agreement).

Any material change to the Working Drawings and Specifications must be submitted to the Landmark Commission and/or the D.P.D., as applicable, for approval, which approval shall not be unreasonably withheld or delayed.

4.7 Limited Applicability Of D.P.D.'s Approval.

Any approvals of the Schematics, Design Plans and Working Drawings and Specifications made by the D.P.D. or the Landmark Commission are for the purposes of the Agreement only and do not affect or constitute approvals required for building permits or approvals required pursuant to any other ordinance of the City, nor does any approval by the D.P.D. or the Landmark Commission pursuant to the Agreement constitute approval of the quality, structural soundness or the safety of the improvements constituting the Theater Project or the Restaurant/Retail Project, as the case may be. The City, however, agrees to assist Goodman in expeditiously obtaining approvals for building permits affecting the Theater Project and the Restaurant/Retail Project. Goodman agrees to notify the D.P.D. within five (5) days of the issuance of the foundation and base building permits affecting each of the Theater Project or Restaurant/Retail Project, as the case may be, by the City's Department of Buildings.

4.8 Financing The Project.

(a) Budget and Financing the Theater Project.

(1) Goodman's Financial Contribution. The preliminary budget for the Theater Project has been approved by the D.P.D. and is attached hereto as (Sub)Exhibit F. Upon completion of the Theater Design Plans, Goodman will submit to the D.P.D. its revised estimated cost ("Budget") of completing the Theater Project. The Budget will thereafter be revised and submitted to the D.P.D. by Goodman for approval on a quarterly basis to reflect actual costs incurred and anticipated costs to be incurred in completing the Theater Project. The Budget shall also contain a description disclosing in sufficient detail the sources of funds that Goodman shall contribute to pay such costs ("Goodman's Financial

Contribution"), including any equity and contributions from fund-raising efforts ("Equity").

With regard to accumulating the Goodman's Financial Contribution, Goodman shall be permitted to obtain a loan or loans (whether a bridge loan or a more permanent loan from the proceeds of a tax-exempt bond issuance) ("Lender Financing") from a reputable financial institution or other lender which is in good standing with the State of Illinois, and satisfactory to the D.P.D. in its sole discretion, including the Illinois Development Finance Authority in connection with the issuance of tax-exempt bonds ("Lender"). In connection with any Lender Financing, Goodman shall deliver to the D.P.D. evidence of a commitment or commitments for adequate financing (a "Commitment"), specifying the amount of the Lender Financing, length of the term and the applicable interest rate and may relate, in part, to the provisions of a credit facility in support of any such bond issuance. The terms of the Commitment shall be subject to the approval of the D.P.D. for the purpose of confirming that it is consistent with the requirements of the Agreement. Once the Commitment has been approved by the D.P.D. and executed by the parties, the D.P.D. shall also review and approve the terms of any loan agreement regarding the Lender Financing ("Loan Agreement") to be executed by Goodman and the Lender, such review by the D.P.D. to be limited to a determination of the consistency of the Loan Agreement with the terms of the Agreement. The existence of an approved, executed Loan Agreement with respect to Lender Financing, which will make Lender Financing available for disbursement conditioned only on normal and customary requirements for disbursement of funds from time to time, shall be a requirement to any obligation of the City to disburse any of the City's Financial Contribution.

The Lender shall be permitted to secure its Lender Financing by a leasehold mortgage ("First Leasehold Mortgage") encumbering the Theater Parcel and evidenced by that certain leasehold mortgage note ("First Leasehold Mortgage Note"). The First leasehold Mortgage shall be subordinate to the terms and conditions of the Agreement and the Theater Ground Lease. The City shall agree to certain reasonable protections to the Lender with respect to its First Leasehold Mortgage position under and pursuant to the terms of the Theater Ground Lease, as more fully described in subsection 5.3(d) below. Goodman shall not be obligated to return any of the City's Financial Contribution which will be provided pursuant to subsection 4.8(a) (2) below so long as the Lender, at the time of default by Goodman, agrees to perform or cause to be performed the covenants of Goodman under the Agreement and the Theater Ground Lease, subject, however, to the provisions described in subsections 4.16 and 5.3 below.

Goodman's Financial Contribution shall be deposited by Goodman with the Escrowee from time to time as needed. Notwithstanding the provisions contained in this paragraph or elsewhere in the Agreement, it shall be the obligation of Goodman to fund any excess Project costs beyond the City's

Financial Contribution, and Goodman shall hold the City harmless with respect thereto.

(2) City's Financial Contribution. The City shall make a financial contribution for T.I.F.-Funded Improvements to assist Goodman with the completion of the Theater Project and certain site preparation costs affecting the Woods and Garrick Parcels in the aggregate amount of up to Eighteen Million Eight Hundred Thousand and no/100 Dollars (\$18,800,000.00) (the "City's Financial Contribution"). The parties agree that the City's Financial Contribution shall in no manner exceed the aggregate amount described in this paragraph. The parties further acknowledge that the City's Financial Contribution for T.I.F.-Funded Improvements has been derived from the Incremental Taxes allocated to the City or proceeds for the sale of the Bonds, and that any proposed use of the City's Financial Contribution must be expended for eligible Redevelopment Project Costs in accordance with the laws, regulations and ordinances governing the use of such funds, including, without limitation, the T.I.F. Act.

The City's Financial Contribution for T.I.F.-Funded Improvements shall be allocated in the following manner:

- (a) The sum not to exceed Three Hundred Thousand Dollars (\$300,000) in the aggregate shall be utilized to reimburse Goodman for site preparation work concerning the Woods and Garrick Parcels, including environmental remediation, the removal of underground foundations and, if required by law, the removal of the underground storage tanks located on the Woods Parcel, utility connections and for such other site preparation work as is necessary. If the cost of environmental remediation and site preparation work affecting the Woods and Garrick Parcels solely affecting the Restaurant/Retail Parcel exceeds Three Hundred Thousand Dollars (\$300,000), the Restaurant/Retail Developer, if unwilling to fund such excess cost, shall have the right to terminate the Sublease with respect to the Restaurant/Retail Parcel. In such event, Goodman's right to lease the Restaurant/Retail Parcel shall also terminate, and the parties shall execute an appropriate instrument in recordable form evidencing such termination provided, however, that such termination shall not release Goodman from its obligation to redevelop the Theater Project.
- (b) The sum not to exceed Eighteen Million Five Hundred Thousand and no/100 Dollars (\$18,500,000.00), which shall be utilized to pay for or reimburse Goodman for those costs associated with the rehabilitation, restoration and preservation of the historic facades of the Harris and Selwyn Theaters by Goodman and Redevelopment Project Costs associated with the rehabilitation, remodeling, repair, renovation and reconstruction of the Harris and Selwyn Theaters (other than the facades) and with the

Theater Project, in general by Goodman, all as more particularly set forth in the portion of the Budget related to T.I.F.-Funded Improvements and attached hereto as (Sub)Exhibit F, as the same may be updated from time to time.

Notwithstanding the means and methods used by Goodman to project the cost of the T.I.F.-Funded Improvements in the Budget, e.g. based on relative square footage, Goodman expressly acknowledges and agrees that methods and procedures must be followed by the Development Manager, the Pre-Construction Consultant, the General Contractor, all Subcontractors and development professionals that result in appropriate records being kept in support of payment requests, in order to allow for the verification that costs covered by the City's Financial Contributions are for actual Redevelopment Project Costs that are part of T.I.F.-Funded Improvements.

The City's Financial Contribution shall be deposited by the City with the Escrowee from time to time as needed. There will initially be deposited with the Escrowee on account of the City's Financial Contribution the sum of Six Million and no/100 Dollars (\$6,000,000.00) being the amount of Incremental Taxes currently held in Escrow under the Original Agreement (the "Currently Escrowed Incremental Taxes") [Goodman will deposit and the Escrowee shall fund one hundred percent (100%) of the costs allocable to Private Funding as identified in the Budget attached as (Sub)Exhibit F, as it may be amended from time to time ("Non-T.I.F. Costs"). Provided that the City is satisfied that the progress of Private Funding for Non-T.I.F. Costs is appropriately comparable to the progress of "T.I.F. Funding" (as identified on (Sub)Exhibit F), the City will deposit and the Escrowee shall fund one hundred percent (100%) of the costs allocable to T.I.F. Funding for T.I.F.-Funded Improvements as identified in the Budget attached as (Sub)Exhibit F, as it may be amended from time to time ("T.I.F. Costs") and the Goodman will deposit and the Escrowee shall fund one hundred percent (100%) of the remainder of such T.I.F. Costs. Any sums of the City's Financial Contribution not utilized for the T.I.F.-Funded Improvements for the site preparation work described in paragraph (a) herein, the rehabilitation, restoration and preservation of the historic facades of the Harris and Selwyn Theaters, and the rehabilitation, remodeling, repair and reconstruction of the rest of the Harris and Selwyn Theaters, after the completion of said work, shall be returned to or retained by the City.

Notwithstanding anything hereinabove which may appear to be to the contrary, any interest subsidy ("T.I.F.-Funded Interest Costs") to be paid or reimbursed by the City as a cost of T.I.F.-Funded Improvements in favor of Goodman as contained in the Budget shall be limited as follows:

- (a) such T.I.F.-Funded Interest Costs are to be paid directly from Incremental Taxes in the special tax allocation fund established pursuant to the T.I.F. Act; and

- (b) such payments of T.I.F.-Funded Interest Costs in any one (1) year may not exceed thirty percent (30%) of the annual interest costs incurred by Goodman with regard to the Theater Project for that year; and
- (c) if there are not sufficient Incremental Taxes available in the special tax allocation fund to make payment pursuant to this paragraph, then the amounts so due shall accrue and be payable when sufficient funds are available in the special tax allocation fund; and
- (d) the total of such payments of T.I.F.-Funded Interest Costs paid pursuant to the T.I.F. Act shall not exceed thirty percent (30%) of the total (i) costs paid or incurred by Goodman for the Theater Project plus (ii) Redevelopment Project Costs excluding any property assembly costs and any relocation costs incurred by the City pursuant to the T.I.F. Act in connection with the Theater Project.

Accordingly as required by the T.I.F. Act, no such T.I.F.-Funded Interest Costs shall be paid out of the proceeds of the Bonds, which Bonds are to be paid from pledged revenues consisting of Incremental Taxes, but such T.I.F.-Funded Interest Costs may be paid from Currently Escrowed Incremental Taxes. It is hereby understood and agreed by Goodman that the City does not make any representations that the amount of Incremental Taxes held from time to time in the aforesaid special tax allocation fund will be sufficient to pay for or reimburse Goodman for any or all of such T.I.F.-Funded Interest Costs not paid from Currently Escrowed Incremental Taxes, taking into account debt service payments, reserves and other expenditures to be made with respect to the Bonds from Incremental Taxes before Incremental Taxes are available in the special tax allocation fund.

The City's Financial Contribution is being conditioned upon the faithful performance by Goodman of the Covenant of Performance, substantially in the form attached hereto as (Sub)Exhibit E ("Covenant of Performance"), and its compliance with the Use and Performance Covenants provided for in subsection VII below and in the Theater Ground Lease, which if breached may result in the obligation of Goodman to repay to the City the City's Financial Contribution. The Covenant of Performance shall be dated as of the date of its delivery to the City in connection with the delivery by Goodman of the Theater Ground Lease.

(b) Budget and Financing the Restaurant/Retail Project. The preliminary budget for the Restaurant/Retail Project has been approved by the D.P.D. and is attached hereto as part of (Sub)Exhibit F. Upon completion of the Restaurant/Retail Design Plans, the Restaurant/Retail Developer will submit to the D.P.D. its revised Budget for completing the Restaurant/Retail Project. The Budget will thereafter be revised and submitted to the D.P.D.

for approval on a quarterly basis to reflect actual costs incurred and anticipated costs to be incurred in completing the Restaurant/Retail Project. The Budget shall also contain a description disclosing in sufficient detail the sources of funds that the Restaurant/Retail Developer shall contribute to pay such costs, including any equity.

With regard to accumulating funds to undertake the Restaurant/Retail Project, the Restaurant/Retail Developer shall be permitted to obtain a construction loan ("R/R Lender Financing") from a reputable financial institution or other lender which is in good standing with the State of Illinois, and satisfactory to the D.P.D. in its sole discretion ("R/R Lender"). In connection with any R/R Lender Financing, the Restaurant/Retail Developer shall deliver to the D.P.D. evidence of a commitment for adequate financing ("R/R Commitment"), specifying the amount of the R/R Lender Financing, length of the term and the applicable interest rate. The terms of the R/R Commitment shall be subject to the approval of the D.P.D. for the purpose of confirming that it is consistent with the requirements of the Agreement and the Restaurant/Retail Ground Lease. Once the R/R Commitment has been approved by the D.P.D. and executed by the parties, the D.P.D. shall also review and approve the terms of the loan agreement regarding the R/R Lender Financing ("R/R Loan Agreement") to be executed by the Restaurant/Retail Developer and the R/R Lender, such review by the D.P.D. to be limited to a determination of the consistency of the R/R Loan Agreement with the terms of the Agreement and the Restaurant/Retail Ground Lease.

The Lender shall be permitted to secure its loan by a leasehold mortgage ("R/R Leasehold Mortgage") encumbering the Restaurant/Retail Parcel and evidenced by that certain leasehold mortgage note ("R/R Leasehold Mortgage Note"). The City shall agree to afford certain reasonable protections to the R/R Lender with respect to its R/R Leasehold Mortgage position under and pursuant to the terms of the Restaurant/Retail Ground Lease, as more fully described in subsection 5.3 below. The R/R Leasehold Mortgage shall be subordinate to the terms and conditions of the Agreement and the Restaurant/Retail Ground Lease, subject, however, to the provisions described in subsections 4.16 and 5.3 below.

(c) Schedule. A preliminary development and construction schedule ("Schedule") describing the timetable for the various activities associated with the completion of the Theater Project and the Restaurant/Retail Project, respectively, has been approved by the D.P.D. and is attached hereto as (Sub)Exhibit G. The Schedule shall be periodically revised by Goodman and the Restaurant/Retail Developer, as the case may be, in accordance with the terms and provisions of the Agreement.

(d) Development Manager and Hiring of Contractors. The Goodman has employed Mesirow Stein Real Estate, Inc., an Illinois corporation, to serve as Development Manager for the Theater Project and the Restaurant/Retail Project. The Development Manager shall coordinate the

various pre-development and construction activities associated with the Theater Project and the Restaurant/Retail Project, including, without limitation, the production of Theater Design Plans and Theater Working Drawings and Specifications, coordination with the Restaurant/Retail Developer concerning production of the Restaurant/Retail Design Plans and Working Drawings and Specifications regarding the Restaurant/Retail Project, assisting with the obtaining of governmental approvals, and the selection of the Pre-Construction Consultant and the General Contractor to undertake the construction of the Theater Project and the Restaurant/Retail Project.

As the Theater Design Plans are being developed by Goodman, Goodman shall hire a Pre-Construction Consultant ("Pre-Construction Consultant") to undertake the pre-construction activities associated with the Theater Project and the Restaurant/Retail Project. The pre-construction activities include detailed cost estimating regarding the Budget for the Theater Project and the Restaurant/Retail Project and coordinating the development of Design Plans among Goodman, its architects, and, when necessary, the architects hired by the Restaurant/Retail Developer. With regard to the selection of the Pre-Construction Consultant by Goodman, Goodman or the Development Manager shall solicit proposals from at least three (3) qualified contractors from a list of contractors previously submitted by Goodman or the Development Manager and approved by the D.P.D.. Goodman shall seek to hire a contractor at the lowest cost practicable in light of the objectives for the construction of the Theater Project as expressed in the Agreement. Prior to final approval of the Working Drawings and Specifications for the Theater Project, Goodman or its Development Manager shall hire a general contractor ("General Contractor") to undertake the construction of the Theater Project.

Upon completion of the approved Working Drawings and Specifications for the Restaurant/Retail Project, the Restaurant/Retail Developer or its Development Manager shall hire a General Contractor to undertake construction of the Restaurant/Retail Project. The General Contractor for each of said Projects may be the same entity as the Pre-Construction Consultant. It is anticipated that Goodman and the Restaurant/Retail Developer shall hire a General Contractor based on an agreed-upon guaranteed maximum price contract.

The construction requirements regarding the Restaurant/Retail Project shall be as set forth in the approved Sublease. Goodman agrees to impose in such Sublease comparable requirements to those contained herein regarding construction related matters contained in the Agreement for the Theater Project.

In the event that the Pre-Construction Consultant is not selected by Goodman as the General Contractor for the Theater Project, Goodman shall solicit bids from at least three (3) qualified contractors from a list of contractors previously submitted by Goodman or the Development Manager

and approved by the D.P.D.. Goodman shall seek to hire a General Contractor at the lowest cost practicable in light of the objectives of constructing the Theater Project as expressed in the Agreement. The terms of the construction contract ("Construction Contract") between Goodman and the General Contractor shall be subject to the approval of the D.P.D.

All solicitations of bids by Goodman or its Development Manager shall require that all contractors (the Pre-Construction Consultant, the General Contractor and any subcontractors ("Subcontractors") thereof) comply with: (i) the Equal Employment Opportunity provisions described in subsection 6.1 below; (ii) the Chicago Resident Employment Ordinance provisions described in subsection 6.2 below; (iii) the Veteran Preference Act, 330 ILCS 55/11, et seq.(1993); (iv) the terms and provisions of the Chicago Human Rights Ordinance, Section 2-160-010, et seq., Municipal Code of Chicago; and (v) the Prevailing Wage Act of Illinois, 820 ILCS 130/1, et seq. (1993).

The contract with the Pre-Construction Consultant, the Construction Contract, and every subcontract let by the Pre-Construction Consultant or General Contractor must contain provisions: (i) regarding compliance with the laws and regulations described in this subsection and in the Agreement; (ii) naming the City as a third (3rd) party beneficiary and an assignee; and (iii) obligating the Contractor, Pre-Construction Consultant, General Contractor or any Subcontractor to furnish such reports and information as requested by the Chicago Commission on Human Relations to determine compliance with the Chicago Human Rights Ordinance.

The work associated with the Construction Contract for the Theater Project shall not commence until appropriate payment and performance bonds are obtained in accordance with the requirements of subsection 4.8(e) below.

Except as provided below, any modifications, change orders or amendments to the Pre-Construction Consultant Contract, if applicable, or the Construction Contract shall be described in a written report provided by Goodman to the City on a monthly basis in conjunction with a Request for Advance (subsection 4.8(g)) pursuant to the Escrow. The monthly report shall describe any change to the Budget resulting from such change order, modification or amendment. The scope of review and approval of said modifications, change orders, or amendments by the D.P.D. shall be based solely on how they affect: (i) the amounts available as contingency in the Budget; (ii) any transfers between line items of the Budget; (iii) an analysis of the overall Budget for the Theater Project and the amount of undisbursed financial resources available to complete the Theater Project in accordance with the Agreement; and (iv) a material change in scope from the approved Construction Contract. In the event that the D.P.D., in its reasonable discretion, believes that the amount of remaining contingency is insufficient, given the uncompleted portion of the Theater Project as to date of the written report, or that the amount of funds available to Goodman to complete the Theater Project is insufficient, then Goodman, within ten (10)

days following written notice, shall be required by the City to deposit such required sums in Escrow or otherwise to identify to the City other funds to be made available as contingency or otherwise to complete the Theater Project. Notwithstanding the above language, any approved modification, change order or amendment shall not be deemed to imply any obligation on the part of the City to increase the amount of the City's Financial Contribution.

(e) Bonds. The General Contractor shall be required to deliver to the City a payment and performance bond designating the City as a beneficiary in an amount no less than the amount of construction costs for the Theater Project as reflected in the Construction Contract, insuring the undertaking of the construction of the Theater Project and consistent with the provisions of the Agreement. In addition, the General Contractor undertaking the Restaurant/Retail Project shall be required to deliver to the City a payment bond designating the City as a beneficiary in an amount no less than the amount of construction costs for the Restaurant/Retail Project, insuring the payment of the costs of construction of the Restaurant/Retail Project and consistent with the terms of the Agreement. Said bonds shall be issued by a reputable company satisfactory to the D.P.D. in its reasonable discretion, having an AA rating or better using American Institute of Architect's Form Number 311 or its equivalent.

(f) Purchase of Materials. All materials utilized with regard to the construction and completion of the Theater Project, whether purchased directly by Goodman, or by the General Contractor or any Subcontractor, shall be new, high quality materials acquired at the lowest practicable costs. Goodman intends to use or re-use, when practicable, certain materials or historic fabric found at the Property.

(g) Construction Escrow. The Goodman's Financial Contribution and the City's Financial Contribution shall be deposited in and disbursed through an escrow account ("Escrow") held by Chicago Title and Trust Company or such other institutional escrowee ("Escrowee") mutually acceptable to the parties, under the terms and conditions of a customary joint escrow agreement ("Escrow Agreement"). The respective rights, liabilities and duties of the Escrowee, as well as the purposes for which disbursements may be made from the Escrow and the terms and conditions upon which the same can be made, are contained in the Agreement. The parties agree that as between them if any conflict exists between the terms of the Agreement and any escrow instructions or other documents affecting the Escrow, the terms and provisions of the Agreement shall govern.

1. Permitted Disbursements. At the request of and on behalf of Goodman, the Escrowee, pursuant to the terms of the Agreement, shall through disbursements from the Escrow pay directly to the contractor or vendor of Goodman or any payee designated by Goodman including Goodman (except to Goodman itself with respect to its development fee that is not part of the Budget because no such development fee is allowed to be paid to Goodman or any of its Affiliates from the City's Financial

Contribution or Goodman's Financial Contribution), including, the Pre-Construction Consultant, the Development Manager, and the General Contractor, as the case may be, for eligible Project costs as further described in the Budget. The City's Financial Contribution, however, shall be solely utilized to pay for T.I.F. Funded Improvements (all of which costs shall be Redevelopment Project Costs) as are more fully described in (Sub)Exhibit H attached hereto. The City's Financial Contribution and Goodman's Financial Contribution shall be deposited with the Escrowee from time to time to fund permitted disbursements pursuant to the Agreement as more fully described in subsection 4.8 (a).

2. Conditions Precedent to Disbursement. Prior to the initial disbursement of funds from the Escrow by the Escrowee (unless a later time is hereinafter contemplated or permitted), Goodman shall deliver to the D.P.D. and the Escrowee the following documents:

- (a) a certificate of good standing from the State of Illinois for Goodman along with a corporate resolution of Goodman authorizing the execution of the Agreement and the performance of Goodman's obligations under the Agreement, with an accompanying certificate of incumbency from Goodman;
- (b) a title commitment or policy covering the Theater Parcel showing: (i) the Agreement and the Theater Ground Lease (or appropriate memorandum thereof) as having been recorded against the Theater Parcel; (ii) the First Leasehold Mortgage as constituting a lien on Goodman's leasehold interest under the Theater Ground Lease and/or the improvements on the Theater Parcel, subordinate to the Agreement and the Theater Ground Lease; and (iii) those permitted exceptions otherwise approved by the D.P.D.;
- (c) a title commitment or policy covering the Restaurant/Retail Parcel showing: (i) the Agreement, Restaurant/Retail Ground Lease (or appropriate memorandum thereof) and the Sublease (or appropriate memorandum thereof) as having been recorded against the Restaurant/Retail Parcel; (ii) the R/R Leasehold Mortgage as constituting a lien on the Ground Lease and on the improvements on the Restaurant/Retail Ground Lease and on the improvements on the Restaurant/Retail Parcel, subordinate to the Agreement and the Restaurant/Retail Ground Lease; and (iii) those permitted exceptions otherwise approved by the D.P.D.;
- (d) a Class A plat of survey (in the most recently revised form of ALTA/ACSM land title survey) of the Property dated within thirty (30) days prior to the commencement of construction of the foundations for the Theater Project and the

Restaurant/Retail Project or such earlier date as might be acceptable to the Title Company, prepared and certified by a surveyor licensed in the State of Illinois showing all easements and any encroachments, containing a legal description of the Property, and separate legal description for and depictions of the Theater Parcel and Restaurant/Retail Parcel, and flood plain information, and certified to the City and the Title Company;

- (e) copies of the Pre-Construction Consultant Contract and the Construction Contract, if then available and thereafter when obtained, certified by Goodman as being a true and complete copy;
- (f) a true copy of the foundation permit and base building permit when issued by the City;
- (g) Internal Revenue Service taxpayer identification numbers of Goodman;
- (h) copies of the executed First Leasehold Mortgage and R/R Leasehold Mortgage when entered into;
- (i) payment and performance bonds as required by the provisions of subsection 4.8(e) above;
- (j) certificates of insurance as required by the City pursuant to subsection 4.14 below;
- (k) an opinion of counsel substantially in the form attached hereto as Exhibit I, with such changes as may be required by or acceptable to the Corporation Counsel of the City;
- (l) current searches under Goodman's name and, when appropriate, the Restaurant/Retail Developer's name, as follows:

Secretary of State	UCC Search
Secretary of State	Federal Tax Search
Cook County Recorder	UCC Search
Cook County Recorder	Fixtures Search
Cook County Recorder	Federal Tax Search
Cook County Recorder	State Tax Search
Cook County Recorder	Memoranda of Judgments Search

U.S. District Court

Pending suits and
judgments

Clerk of Circuit Court
(Cook County)

Pending suits and
judgments.

and such other searches from such other offices as the City may require in its reasonable discretion; and

- (m) such other documents as are reasonably required of Goodman to effectuate the transaction. Goodman shall simultaneously deliver to the Inspector a copy of the Working Drawings and Specifications and the Budget. The Escrowee shall also be provided with a certified copy of the ordinance authorizing the City to enter into this transaction.

3. Disbursements. Disbursements from the Escrow covering the Project costs described in paragraph 1 of subsection 4.8(g) shall be made by the Escrowee, upon receipt of certification for payment by Goodman's architect which prepared the Theater Working Drawings and Specifications ("Architect") on AIA Form G702 (or variant) and the receipt of the prior approval of the Inspector, the Lender, and the City, in the following manner:

(a) Method. Subject to the provisions of the Agreement, the Escrowee shall disburse directly to Goodman or to the Development Manager, the Pre-Construction Consultant, the General Contractor, as the case may be, or, if so directed, to such Subcontractor, vendor and any other persons as have actually supplied labor, materials or services in connection with the completion of the Theater Project.

(b) Holdback Provision. The City and/or Goodman shall be permitted to hold back for later deposit with Escrowee, or direct the Escrowee to hold back, on each request for advance for payment covering the costs described in paragraph (1) above of subsection 4.8(g) an amount equal to ten percent (10%) of the requested sum until the Architect certifies the completion of fifty percent (50%) of the Theater Project. Thereafter, the amount to be withheld from each payment shall be reduced to five percent (5%) until the Architect certifies substantial completion of the Theater Project on AIA Form G704 and the City issues its Certificate with regard to completion of the Project. Goodman's Equity, if any, shall be fully deposited with the Escrowee no later than the execution date of the Escrow Agreement by the parties.

(c) Final Disbursement. Subject to the provisions of the Agreement, and as long as Goodman is not in default in the due, prompt and complete performance or observance of any of its covenants or obligations contained in the Agreement, the Theater Ground Lease, the First Leasehold Mortgage, the Restaurant/Retail Ground Lease and the Covenant of Performance, the final disbursement of funds constituting the holdback portion referred to above shall be made through the deposit of funds previously deposited in the Escrow and disbursed by the Escrowee when Goodman has completed the Theater Project to the satisfaction of the Architect as evidenced by the issuance of a Final Certificate of Payment on AIA Form G6702, and by the Inspector as evidenced by the issuance of the Inspector's Certificate regarding the substantial completion of the Theater Project, and provided that Goodman has submitted to the Escrowee, the D.P.D., the Lender and the Inspector affirmative proof that no materialmen's liens or claims or liens exist affecting the Theater Project or the Theater Parcel or could result due to the undertaking of the Theater Project. Any sums thereafter remaining in the Escrow shall be disbursed pursuant to applicable provisions of the Agreement.

(d) Request for Advances. Concurrently with the request for any disbursement from the Escrow ("Request for Advance"), Goodman shall furnish to the Escrowee, the D.P.D., the Lender and the Inspector, separately with respect to each disbursement request, a Request for Advance duly signed with all blanks appropriately filled in setting forth such details concerning the costs contained therein as said parties shall require, including: (a) a detailed breakdown of percentages and costs of the completion of the various phases of the Theater Project, showing the amounts expended to date for such demolition, renovation, rehabilitation or construction, as the case may be, and the amounts then due and unpaid, an itemized estimate of the amount necessary to complete the work in its entirety and also containing certification by Goodman and the certification for payment by the Architect on AIA Form G702 that the demolition, renovation, rehabilitation or construction work associated with the Theater Project to date of such certificate complies with the Working Drawings and Specifications; (b) if requested by the Escrowee, the Inspector, the City, or the Lender, a list of the names and addresses of all material dealers, laborers and Subcontractors with whom agreements have been made by Goodman, the Development Manager, the Pre-Construction Consultant or the General Contractor, as the case may be; (c) if requested by the Escrowee, the Inspector, the City or the Lender, receipted invoices, and/or releases or waivers of lien on forms approved by the Escrowee and the Inspector from each material dealer, contractor and Subcontractor who has done work or has furnished materials for the Theater Project, including but without limitation, those covered by each such Request for Advance. If work

on the Theater Project has begun prior to the initial disbursement, then Goodman shall provide the Escrowee, the City and the Inspector with all such items as aforesaid, and/or acknowledgement of receipt of payment for work or materials previously provided, and any additional items as the Escrowee, the City and the Inspector may reasonably require prior to such initial disbursement.

Also included with a Request for Advance shall be Goodman's written report describing any modifications, change orders or amendments to the Construction Contract or any Subcontract, all as described further in subsection 4.7(d) above.

4. Compliance with Conditions Precedent. Each request for disbursement from the Escrow submitted by Goodman shall be subject to compliance to the satisfaction of the Escrowee, the City, the Lender and the Inspector, in both form and substance, with the applicable conditions precedent for disbursements as set forth in the Agreement.

5. Time For Payment Of Requisitions. Upon receipt of a Request for Advance by the Escrowee, the Escrowee shall have five (5) business days in order to effect such Advance.

6. Inspection. During the undertaking of the Theater Project, the City shall employ an inspector or architect ("Inspector") other than the Architect. The fees and expenses to be paid the Inspector shall be provided by the City as part of the City's Financial Contribution. The Inspector shall be selected by the City. The Inspector shall review for the parties all activities associated with the completion of the Theater Project, which Inspector shall certify or otherwise indicate to the Escrowee on the form attached hereto as (Sub)Exhibit J that the completion of such work of the Theater Project to the date of each Request for Advance and as certified by the Architect is as set forth in said Request for Advance and certificate, and that such renovation, rehabilitation or construction work, as the case may be, complies with the Working Drawings and Specifications, such indication from the Inspector to be a condition precedent to the approval by the Escrowee of any submitted Request for Advance of Goodman. A representative of the D.P.D. shall have the right, but not the obligation, to accompany the Inspector during inspection of the Theater Project.

Prior to the final completion of the Theater Project, Goodman, the Inspector and the D.P.D. (or its designee) shall conduct a preliminary inspection of the Theater Project and thereafter the Inspector (in consultation with the Goodman, the City and the Architect) shall prepare a list of punch list items to be undertaken by Goodman. Once such work is completed, the Inspector and the D.P.D. (or its designee) shall re-inspect the Theater Parcel, and if satisfied, the Inspector shall issue a certificate ("Final Inspector's Certificate") that the construction of the Theater Project is completed in accordance with the Theater Working Drawings

and Specifications. The determination of the Inspector with regard to Goodman's construction of the Theater Project in accordance with the Theater Working Drawings and Specifications as described in this section shall be binding on the parties.

7. Disbursements; Deficiencies. The Escrowee shall pay any and all such disbursements directly to the Development Manager, the Pre-Construction Consultant, or the General Contractor, as the case may be, or such person or persons as have actually supplied labor, materials, property or services in connection with the undertaking of the pertinent work affecting the completion of the Theater Project. In no event shall the Escrowee be required to disburse any Advance which, in the Lender's or the City's reasonable opinion, shall reduce the remaining amounts available below the amount required to pay for the balance of the work, labor and materials necessary to fully complete the Theater Project. In accordance with the provisions of subsection 4.8 above, if at any time it shall appear to the City that the undisbursed portion of funds available and the remaining contingency reserve is insufficient, then Goodman, within ten (10) days of written notice from the D.P.D. or the Escrowee, shall be required to deposit such necessary funds in Escrow or otherwise to identify to the D.P.D. other funds to be made available as contingency or otherwise to complete the Theater Project and, until then, it is expressly understood and agreed that, absent an express waiver by the City, no advance shall be made by the Escrowee. In the event that at any time the Escrowee (at the written request of the City) demands that Goodman remedy any such deficiency and Goodman shall fail to do so as aforesaid, then the Escrowee shall have no obligation to make further disbursement until said deficiency is remedied. In the event the City shall require and Goodman shall provide any sums to remedy deficiencies as aforesaid, the Escrowee shall hold said sums in a separate account established for such purpose, and such funds shall not be commingled with the proceeds of the Escrow or, at the sole option of the Escrowee, the Escrowee may apply all or any portion of such deposit to payment of the submitted Request for Advance. Goodman's failure either to remedy any deficit or to identify other funds to be made available as contingency or otherwise complete the Theater Project as aforesaid shall constitute a default of the terms of the Agreement.

8. Investment Of Escrow Funds.

The City's Financial Contribution, upon its deposit from time to time by the City in the Escrow, shall be invested or reinvested by the Escrowee at the written direction of the City to the extent permitted by law. Any interest received upon said investment of escrow funds shall be paid to the City.

4.9 Relocation Of Utilities.

In the event Goodman requires the relocation, repair or replacement of any existing City utility lines, public streets or private property in, under or adjacent to the Property, Goodman agrees to cause such utilities, public Streets or private property to be relocated, repaired or replaced at Goodman's sole expense. The D.P.D. shall use its best efforts to assist Goodman in obtaining the cooperation of any City agency with regard to the relocation, repair or replacement of existing utility lines or public streets. Under no circumstances shall the City be financially responsible for any such relocation, repair or replacement as a result of the Agreement.

4.10 Commencement And Completion Of The Project.

Within thirty (30) days of the achievement by Goodman of the conditions described in subsection 3.3 (a) -- (d) above: (i) Goodman shall commence with the rehabilitation, renovation or construction of the Theater Project; and (ii) the Restaurant/Retail Developer, as additionally provided in the Sublease, shall undertake to construct the Restaurant/Retail Project. Except as otherwise provided in the Agreement, Goodman shall complete the Theater Project within eighteen (18) months, and the Sublease shall provide for the completion of the Restaurant/Retail Project within twelve (12) months of commencement. Goodman agrees for itself, its successors and assigns, that Goodman, its successors and assigns, shall promptly begin and diligently complete the Theater Project within the specified time period, and shall obligate (pursuant to the Sublease) the Restaurant/Retail Developer to promptly begin and diligently complete the Restaurant/Retail Project within the specified time period.

4.11 Certificate Of Completion.

After the rehabilitation, renovation and construction of the pertinent Project has been completed in accordance with the approved pertinent Working Drawing and Specifications, the Agreement and the Redevelopment Documents, the City, upon written request by Goodman, shall furnish Goodman with an appropriate Certificate. The Certificate shall be a conclusive determination of satisfaction and termination of the covenants in the Agreement with respect to the obligations of Goodman (or the Restaurant/Retail Developer) and its successors and assigns to complete the pertinent Project. The Certificate, however, shall not constitute evidence that Goodman (or the Restaurant/Retail Developer) has complied with any applicable provisions of federal, state and local laws, ordinances and regulations with regard to the completion of the pertinent Project. The Certificate shall be in recordable form. Upon written request by Goodman for the Certificate, the D.P.D. and the Inspector, within thirty (30) days after receipt of the same, shall undertake an inspection of the pertinent Project and thereafter the D.P.D. shall provide Goodman either with the Certificate

or a written statement indicating in adequate detail how Goodman has failed to complete the pertinent Project in conformity with the Redevelopment Documents, the Agreement or the Working Drawings and Specifications, or is otherwise in default, and what measures or acts will be necessary in the sole opinion of the D.P.D., for Goodman to perform in order to obtain the Certificate. Goodman shall have ninety (90) days to correct any such nonconformity or default. Upon compliance with the D.P.D.'s requirements, Goodman shall resubmit a written request for a Certificate from the City.

4.12 Barricades.

Prior to the commencement of any construction activity requiring barricades, Goodman shall install a construction barricade of a type and appearance satisfactory to the D.P.D. and constructed in compliance with all applicable federal, state or City laws, ordinances and regulations. The D.P.D. shall have the right to approve the maintenance, appearance, color scheme, painting, nature, type, content and design of all barricades.

4.13 Signs And Public Relations.

Goodman shall erect a sign of size and style approved by the D.P.D. in a conspicuous locations at the Property during the construction of the Theater project, indicating that financing for the Theater Project has been provided by the City. The City reserves the right to include the name, photograph, artistic rendering of the Theater Project and other pertinent information regarding Goodman. The Theater Project and the Property in the City's promotional literature and communications.

4.14 Insurance.

Goodman shall provide and maintain, during the term of the Agreement and during the time period following final completion of the respective Project if Goodman is required to perform any additional work, the insurance coverages and requirements specified below, insuring all operations related to the Agreement.

(a) Workers' Compensation and Employer's Liability Insurance.

Workers Compensation and Employers Liability Insurance as prescribed by applicable law covering all employees who are to provide a service under the Agreement and Employers Liability coverage with limits of not less then Five Hundred Thousand Dollars (\$500,000) for each accident or illness.

(b) Commercial Liability Insurance (Primary And Umbrella).

Commercial General Liability Insurance or equivalent with limits of not less than Two Million Dollars (\$2,000,000) per occurrence, combined single limits, for bodily injury, personal injury, and property damage liability. Coverages shall include the following: All premises and operations, products/completed operations (for a minimum of two (2) years following completion of the Project), explosion, collapse, underground, independent contractors, separation of insured, defense, and contractual liability (with no limitation endorsement). The City, its employees, elected officials, agents, and representatives are to be named as additional insureds on a primary, non-contributory basis for any liability arising directly or indirectly from the work.

(c) Automobile Liability Insurance (Primary And Umbrella).

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

(d) All Risk Builders Risk Insurance.

During the undertaking of the applicable Project and any subsequent repair work, Goodman or its Development Manager or the General Contractor, shall 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 permanent facility. Coverages shall include but not be limited to the following: right to partial occupancy, material stored off-site and in-transit, boiler and machinery, earth movement, flood, including surface water backup, sewer backup and seepage, collapse, water damage, debris removal, faulty workmanship or materials, testing, and mechanical electrical breakdown. The City shall be named as loss payee.

(e) Contractors Pollution Liability Insurance.

When any work related to the applicable Project is undertaken which may cause an environmental exposure, Goodman shall provide or cause to be provided Contractors Pollution Liability

Insurance with limits of not less than One Million Dollars (\$1,000,000) insuring bodily injury, property damage, and environmental clean-up costs. The City is to be named an additional insured on a primary, non-contributory basis.

(f) All Risk Property Insurance.

Upon completion of the applicable Project as evidenced by the issuance of the pertinent Certificate, Goodman shall provide All Risk Property Insurance in the amount of full replacement value of the applicable Project (including a special endorsement insuring the replacement value of the facades of the Harris and Selwyn Theaters) including improvements and betterments to protect against loss or damage to or destruction of the Harris and Selwyn Theaters, the Theater Project and the Restaurant/Retail Project, as the case may be. Coverage extensions shall include boiler and machinery collapse, sewer back-up, sprinkler leakage and floor. The City shall be named as loss payees.

In the event of any damage or destruction to the Harris and Selwyn Theaters or other of the Theater Project improvements caused by fire or other hazard, the insurance proceeds shall be utilized toward the restoration, repair, and rehabilitation of the Harris and Selwyn Theaters and the other Theater Project improvements; provided, however, that prior to the issuance of the Certificate by the City, if Goodman and the City conclude that the Theater Project improvements are destroyed beyond repair and will not be rebuilt, the Theater Ground Lease shall be terminated, Goodman and the City shall share in the insurance proceeds on the basis of their respective financial contributions toward the completion of the Theater Project.

If the Theater Project improvements are destroyed beyond repair subsequent to the issuance by the City of the Certificate but prior to the expiration of the term of the Agreement and the Theater Ground Lease, and if Goodman, the permanent lender (if any) and the City mutually conclude that the Theater Project improvements are destroyed beyond repair and will not be rebuilt, then the Theater Ground Lease shall be terminated and the insurance proceeds shall be distributed in the following order: (1) the lender shall be repaid any amounts due and owing under the First Leasehold Mortgage (or its replacement); (2) the City shall be reimbursed for the amounts disbursed of the City's Financial Contribution; (3) Goodman shall be entitled to a reimbursement of all of its reasonable Project costs as certified by Goodman to the City; and (4) any remaining sums not utilized in (1) and (3) above shall be distributed to the City and Goodman on a pro-rata basis determined by each parties' respective contribution expended on the Project and the redevelopment of the Theater Project.

In the event of any damage or destruction to the Restaurant/Retail Project improvements caused by fire or other hazard, it is agreed, and the Sublease shall so provide, that the insurance proceeds shall be utilized toward the reconstruction, restoration or repair of Restaurant/Retail Project improvements; provided, however, that prior to the issuance of the Certificate by the City, if Goodman, the Restaurant/Retail Developer and the City conclude that the Restaurant/Retail Project improvements are destroyed beyond repair and will not be rebuilt, the Restaurant/Retail Ground Lease and the Sublease as to the Restaurant/Retail Parcel shall be terminated, and the Restaurant/Retail Developer and the City shall share in the insurance proceeds on the basis of their respective financial contributions toward the completion of the Restaurant/Retail Project.

If the Restaurant/Retail Project improvements are destroyed beyond repair subsequent to the issuance by the City of the Certificate but prior to the expiration of the term of the Restaurant/Retail Ground Lease and the Sublease, and if Goodman, the Restaurant/Retail Developer, the permanent lender (if any) and the City mutually conclude that the Restaurant/Retail Project improvements are destroyed beyond repair and will not be rebuilt, it is agreed, and the Sublease shall so provide, that the Restaurant/Retail Ground Lease and the Sublease shall be terminated, and insurance proceeds shall be distributed in the following order: (1) the lender shall be repaid any amounts due and owing under the R/R Leasehold Mortgage (or its replacement); (2) Restaurant/Retail Developer shall be entitled to a reimbursement of all of its reasonable Project costs as certified by the Restaurant/Retail to the City; (3) the City shall be reimbursed for any of the site preparation work costs allocable to the Restaurant/Retail Parcel; and (4) any remaining sums not utilized in (1) -- (3) above shall be distributed by each parties' respective contribution expended on the Restaurant/Retail Project.

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

(h) Valuable Papers Insurance. When any plans, designs, drawings, specifications and documents are produced or used under the Agreement, Valuable Papers Insurance shall be maintained in any amount to insure against loss whatsoever, and shall have limits sufficient to pay for the re-creation and reconstruction of such records.

Additional Requirements:

(aa) Goodman and/or the Restaurant/Retail Developer will furnish the City, in care of the Department of Planning and Development, City Hall, Room 1000, 121 North LaSalle Street, Chicago, Illinois 60602, original Certificates of Insurance evidencing the required coverage to be in force on the date of this Agreement (and during the terms of the Ground Leases), and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the Term of the Agreement or the Ground Leases. Goodman and/or the Restaurant/Retail Developer shall submit evidence of insurance on the City of Chicago Insurance Certificate Form prior to possession of the Property pursuant to the Agreement and the Ground Leases.

(bb) 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 Goodman shall not be deemed to be a waiver by the City. Goodman shall advise all insurers of the provisions herein regarding insurance. Non-conforming insurance shall not relieve Goodman 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 or suspend the Agreement until proper evidence of insurance is provided.

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

(dd) Any and all deductibles or self insured retentions on referenced insurance coverages shall be borne by Goodman and/or the Restaurant/Retail Developer, as applicable.

(ee) Goodman agrees that insurers shall waive their rights of subrogation against the City of Chicago, its employees, elected officials, agents or representatives.

(ff) Goodman expressly understands and agrees that any coverages and limits furnished by Goodman shall in no way limit Goodman's liabilities and responsibilities specified within the Agreement or by law.

(gg) Goodman expressly understands and agrees that any insurance or self insurance programs maintained by the City of Chicago shall apply in excess of and not contribute with insurance provided by Goodman under the Agreement.

(hh) 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.

(ii) Goodman shall require the General Contractor and all Subcontractors to provide the insurance required herein or Goodman may provide the coverages for Subcontractors. The General Contractor and all Subcontractors shall be subject to the same insurance requirements as Goodman.

(ij) If Goodman, the General Contractor or any Subcontractor desires additional coverages, Goodman, the General Contractor, and each Subcontractor shall be responsible for the acquisition and cost of such additional protection.

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

4.15 Prohibition Against Unpermitted Encumbrances.

Neither Goodman nor any successor in interest to the Property shall engage in any financing or other transaction the effect of which creates an encumbrance or lien upon the Property; provided, however, that Goodman, after receiving the prior written consent of the City, shall be permitted to obtain financing solely to obtain the First Leasehold Mortgage as described in subsection 4.8(a) above to the extent necessary for completing the Theater Project, and the Restaurant/Retail Developer, after receiving the prior written consent of the City, shall be permitted to obtain financing solely to obtain the R/R Leasehold Mortgage (as described in subsection 4.8(b)) to the extent necessary to complete the Restaurant/Retail Project.

4.16 Mortgages Not Obligated To Construct.

Notwithstanding any of the provisions of the Agreement, the holder of any leasehold or subleasehold mortgage or its affiliate authorized by the Agreement (including any holder who obtains possession to the Property or any part thereof as a result of foreclosure proceedings, or action in lieu thereof, but not including; (a) any other party who thereafter obtains possession to the Property or such part thereof from or through such holder, or (b) any other purchaser at foreclosure sale other than the holder of the leasehold mortgage itself or its affiliate) shall not be obligated by the provisions of the Agreement to construct or complete the construction of the pertinent Project or to guarantee such construction or completion. Nothing in this subsection 4.16 or any section of the Agreement shall be deemed or construed to permit or authorize any such holder or its affiliate to devote the Property or any part thereof to any uses, or to construct any improvements thereon, other than those uses or improvements provided for or permitted in

the Redevelopment Documents and the Agreement, including, without limitation, subsections 5.3 (d) -- (f) of the Agreement.

Whenever the City shall deliver a notice or demand with respect to any breach or default by Goodman of its obligations under the Agreement, the City shall at the same time forward a copy of such notice or demand to any leasehold or subleasehold mortgagee whose address has been given in writing to the City. After any such default by Goodman, the City and each such mortgagee shall (insofar as the City is concerned) have the right, at the leasehold mortgagee's option, to remedy such default, all as may be more particularly set forth in the Theater Ground Lease and the Restaurant/Retail Ground Lease.

Whenever the leasehold or subleasehold mortgagee shall deliver a notice or demand to Goodman with respect to any breach or default by Goodman of its obligations under the Agreement, the leasehold or subleasehold mortgagee shall at the same time forward a copy of such notice or demand to the City at the addresses listed in subsection 8.9 below, all as may be more particularly set forth in the Theater Leasehold Mortgage and R/R Leasehold Mortgage. After any such default by Goodman, the City and each such mortgagee shall have the right to remedy such default.

Section V.

Performance.

5.1 Time Of The Essence.

Time is of the essence of the Agreement.

5.2 Permitted Delays.

Neither the City, Goodman, or any successor in interest to Goodman, shall be considered in breach of its obligations with respect to the commencement and completion of the pertinent Project in the event of delay in the performance of such obligations due to unforeseeable causes beyond such party's control and without such party's fault or negligence, including but not limited to, any delays or halts in the renovation, rehabilitation and construction of the pertinent Project, which are compelled by court order, acts of God, acts of the public enemy, acts of the United States, acts of the other party, fires, floods, epidemics, quarantine restrictions, strikes, embargoes and unusually severe weather or delays of subcontractors due to such cause. The time for the performance of the obligations shall be extended only for the period of the permitted delay if the party seeking the

extension shall request it in writing of the other party within twenty (20) days after the beginning of any such delay.

5.3 Breach.

(a) Generally. Except as otherwise provided in the Agreement, in the event of default by any party or its successor in interest in the performance of its obligations under the Agreement, such party or successor, upon written notice from the other, shall proceed to immediately cure or remedy such default but, in any event, shall be required to effect a cure by not later than sixty (60) days after receipt of such notice unless a lesser period for cure is specified in subsection 5.3 (b) below. In the event such action is not diligently pursued or the default not cured within a reasonable time and in all events within such applicable cure period, the aggrieved party may institute such proceedings at law or in equity as may be necessary or desirable in its sole discretion to cure and remedy such default, including but not limited to, proceedings to compel specific performance by, or seek injunctive relief against the party in default of its obligations. Further, upon the occurrence of an event of default, the City may terminate the Agreement and all related Agreements (except to the extent therein provided), may suspend disbursement of the City's Financial Contribution and may pursue any other right or remedy expressly provided for in the Agreement.

(b) Event of Default. For purposes of the Agreement, the occurrence of any one or more of the following, which remains uncured after the cure period afforded by subsection 5.3(a) above unless a different cure period is specifically provided with respect to any item set forth in this subsection 5.3(b) below, shall constitute an "event of default":

- (1) if, at any time, any warranty, representation or statement made or furnished by Goodman (including the representations and warranties of Goodman described in subsection 2.1 above) is not true and correct in any material respect; or
- (2) if any petition is filed by or against Goodman under the Federal Bankruptcy Code or any similar state or federal law, whether now or hereinafter existing (and in the case of involuntary proceedings, failure to cause the same to be vacated, stayed or set aside within thirty (30) days after filing); or
- (3) failure of Goodman to develop Theater Design Plans and Working Drawings and Specifications consistent with the procedures outlined in subsection 4.6 above with regard to the rehabilitation, renovation or construction work comprising the Theater Project, or failure of the Restaurant/Retail Developer to develop Restaurant/Retail Design Plans and Working Drawings and Specifications consistent with the procedures outlined in

subsection 4.6 above with regard to the construction of the Restaurant/Retail Project; or

- (4) if Goodman or the Restaurant/Retail Developer, as the case may be, defaults in fulfilling its obligations with respect to the completion of the pertinent Project (including the nature of and the dates of the beginning and completion thereof) or abandons or substantially suspends rehabilitation, renovation and construction work, and such default, violation, abandonment or suspension shall not be cured, ended or remedied within thirty (30) days of the date Goodman or the Restaurant/Retail Developer receives written demand by the City to cure such default; or
- (5) failure of Goodman or the Restaurant/Retail Developer, consistent with the terms of this Agreement, to devote and use the Property and the improvements located thereon solely for the purposes set forth in subsection 4.2 hereof and/or as otherwise provided for in the Agreement, the Theater Ground Lease, the Restaurant/Retail Ground Lease and related Sublease, as applicable; or
- (6) failure of Goodman or the Restaurant/Retail Developer to pay when due any applicable leasehold or other applicable real estate taxes or assessments affecting the Restaurant/Retail Parcel of Theater Parcel (it being acknowledged that it is the intention of Goodman to seek and obtain an exemption from any such taxes based on its not-for-profit status and intended operation of the Theater Parcel) or placing thereon any encumbrance or lien unauthorized by the Agreement, or suffering any levy or attachment to be made, or any materialmen's or mechanics' lien, or any other unauthorized encumbrance or lien to attach to the Property or any part thereof, and such leasehold or other applicable taxes or assessments shall not have been paid, or the encumbrance or lien removed or discharged or provision satisfactory to the City made for such payment, removal or discharge within sixty (60) days after written demand by the City to remove such lien or encumbrance; or
- (7) default by Goodman in the payment of any sums required to be paid by Goodman pursuant to the Agreement, the First Leasehold Mortgage Note, or the Covenant of Performance, at the times specified therein or as a consequence of redemption or acceleration; or
- (8) the occurrence of an event of default within the context of the First Leasehold Mortgage; or

- (9) default by Goodman under the terms of the Ground Leases or the Sublease; or
- (10) default by Restaurant/Retail Developer under the terms of the Sublease or the R/R Leasehold Mortgage; or
- (11) any assignment, pledge, encumbrance, transfer, hypothecation or other disposition is made in violation of subsection 8.2 below; or
- (12) the dissolution of Goodman.

(c) Prior to Possession. If, from the execution date of the Agreement until the City executes and delivers to Goodman the Ground Leases to the Property, Goodman or its successor in interest defaults in any specific manner as described in paragraph (b) of this subsection 5.3, and fails to timely cure such default after the delivery of notice of default pursuant to subsection 5.3(a) or otherwise within the applicable cure period, the City may immediately terminate the Agreement and institute any action or proceeding at law or in equity against Goodman.

(d) After Possession of the Property -- Theater Parcel. The City has agreed to certain provisions in the Theater Ground Lease that, notwithstanding the express condition that the First Leasehold Mortgage shall be subject and subordinate to all the terms, covenants and conditions of the Agreement and the Theater Ground Lease and that the First Leasehold Mortgage shall affect and encumber only, and no more than Goodman's leasehold estate and right, title and interest in such leasehold estate and leasehold improvements relating to the Theater Project, the Lender with respect to the First Leasehold Mortgage (or replacement thereof) shall be afforded certain reasonable protections as described in the Theater Ground Lease and in the Agreement; provided, and in furtherance thereof the City agrees, upon request of the Lender, to enter into a separate so-called City--Lender Agreement ("City -- Lender Agreement") with the holder of the First Leasehold Mortgage, subject to the reasonable approval of the parties and consistent with the provision of the Agreement.

If, subsequent to the possession of the Theater Parcel by Goodman pursuant to the Theater Ground Lease, Goodman or its successor in interest shall default in any specific manner as described in paragraph (b) of this subsection 5.3, then the City shall deliver written notice of such to Goodman and any First Leasehold Mortgagee in accordance with the provisions of subsection 4.16 above.

In the event that Goodman fails to cure said default within the applicable cure period, the Theater Ground Lease and/or the City -- Lender Agreement

shall provide that the holder of the First Leasehold Mortgage shall be allowed to enter into possession of the Theater Parcel and thereafter complete the construction of the Theater Project in accordance with the terms and conditions of the Agreement, and that so long as said holder performs any remaining obligations to construct the Theater Project and otherwise performs Goodman's obligations in accordance with the Agreement, the holder shall be entitled to utilize the City's Financial Contribution and receive other such benefits as are provided for in the Agreement. Upon completion of the Theater Project, the holder of the First Leasehold Mortgage shall cause the Theater Project to be conveyed to and operated by a theater operator meeting the prior written approval of the Commissioner in its reasonable discretion. Such theater operator shall, by execution of an appropriate instrument, covenant to the City that it shall abide by the terms and conditions of the Theater Ground Lease and the use covenants for the Theater Parcel as provided for in the Agreement and the Theater Ground Lease.

In the alternative, if the holder fails to seek possession of the leasehold interest in the Theater Parcel, the City shall have the right, and the Theater Ground Lease and the City-Lender Agreement (if any) shall so provide, to re-enter and take possession of the Theater Parcel, to terminate the Theater Ground Lease as well as all other rights and interests in and to the Theater Parcel leased pursuant to the Ground Lease to Goodman. The City may thereafter complete, or cause to be completed the Theater Project and lease or convey said completed Project to a theater operator which shall be obligated to comply with the use covenants described in the Agreement and the Theater Ground Lease (or other document thereto).

(e) After Possession of the Property Until Issuance of Certificate -- Restaurant/Retail Parcel. The City has agreed to certain provisions in the Restaurant/Retail Ground Lease that, notwithstanding the express condition that the R/R Leasehold Mortgage shall be subject and subordinate to all the terms, covenants and conditions of the Restaurant/Retail Ground Lease and that the R/R Leasehold Mortgage shall affect and encumber only, and no more than Goodman's leasehold estate and right, title and interest in such leasehold estate and leasehold improvements relating to the Restaurant/Retail Project, the R/R Lender with respect to the R/R Leasehold Mortgage (or replacement thereof) shall be afforded certain reasonable protections as described in the Restaurant/Retail Ground Lease and in the Agreement, provided, and in furtherance thereof the City agrees, upon request of the R/R Lender, to enter into a separate so-called City -- R/R Lender Agreement ("City -- R/R Lender Agreement") with the holder of the R/R Leasehold Mortgage, subject to the reasonable approval of the parties and consistent with the provision of the Agreement.

If, subsequent to the possession of the Restaurant/Retail Parcel by Goodman pursuant to the Restaurant/Retail Ground Lease, Goodman, the Restaurant/Retail Developer or its successor in interest shall default in any specific manner as described in paragraph (b) of this subsection 5.3, then the

City shall deliver written notice of such to Goodman and any mortgagee in accordance with the provisions of subsection 4.16 above.

In the event that Goodman or the Restaurant/Retail Developer fails to cure said default within the applicable cure period, the Restaurant/Retail Ground Lease and/or the City -- R/R Lender Agreement shall provide that the holder of the R/R Leasehold Mortgage shall be allowed to enter into possession of the Restaurant/Retail Parcel and thereafter complete the construction of the Restaurant/Retail Project in accordance with the terms and conditions of the Agreement, and that so long as said holder performs any remaining obligations to construct the Restaurant/Retail Project and otherwise performs Goodman's obligations in accordance with the Agreement or the Restaurant/Retail Developer's obligation in accordance with the Sublease, the holder shall be entitled to utilize the City's Financial Contribution and receive other such benefits as are provided for in the Agreement. Upon completion of the Restaurant/Retail Project, the holder of the R/R Leasehold Mortgage shall cause the Restaurant/Retail Project to be conveyed to an entity meeting the prior written approval of the Commissioner in its reasonable discretion. Such entity shall, by execution of an appropriate instrument, covenant to the City that it shall abide by the terms and conditions of the Restaurant/Retail Ground Lease and the use covenants for the Restaurant/Retail Parcel as provided for in the Agreement and the Restaurant/Retail Ground Lease.

In the alternative, if the holder fails to seek possession of the leasehold interest in the Restaurant/Retail Parcel, the City shall have the right, and the Restaurant/Retail Ground Lease and the City -- R/R Lender Agreement (if any) shall so provide, to re-enter and take possession of the Restaurant/Retail Parcel, to terminate the Restaurant/Retail Ground Lease as well as all other rights and interests in and to the Restaurant/Retail Parcel leased pursuant to the Ground Lease to Goodman, including the termination of the Sublease. The City may thereafter complete, or cause to be completed the Restaurant/Retail Project and lease or convey said completed Project to an entity, which shall be obligated to comply with the applicable provisions of the Agreement and the Restaurant/Retail Ground Lease (or alternative document).

(f) After Issuance of Certificate. The parties rights in the event of a default occurring after the issuance of the Certificate regarding the Theater Project or the Restaurant/Retail Project, as the case may be, shall be governed by the applicable provisions contained in the pertinent Ground Lease.

5.4 Waiver And Estoppel.

Any delay by the City in instituting or prosecuting any actions or proceedings or otherwise asserting its rights shall not operate as a waiver of such rights or operate to deprive the City of or limit such rights in any way.

No waiver made by the City with respect to any specific default by Goodman shall be construed, considered or treated as a waiver of the rights of the City with respect to any other defaults of Goodman.

5.5 Indemnity.

Goodman hereby agrees to indemnify, defend and hold the City harmless from and against any losses, costs, damages, liabilities, claims, suits, actions, causes of action and expenses (including, without limitation, attorneys' fees and court costs) suffered or incurred by the City (excepting those caused by the negligent acts of the city) from or in connection with: (i) the failure of Goodman to perform its obligations under the Agreement or the Ground Lease; (ii) the failure of Goodman, the Development Manager, the Pre-Construction Consultant, the General Contractor or any contractor to pay contractors, subcontractors or materialmen in connection with construction of the Project, (iii) a material misrepresentation or omission in the Redevelopment Documents or the Agreement (or other document relating thereto) which is the result of information supplied or omitted by Goodman or by agents, employees, contractors or persons acting under the control or at the request of Goodman; (iv) any activity undertaken by Goodman or the Restaurant/Retail Developer at the Property; and (v) any claim or cost relating to the soil an environmental condition of the Property (excepting, however, the Restaurant/Retail Parcel, solely in the event Goodman terminates the Restaurant/Retail Ground Lease in accordance with the provisions described in subsection 3.2(c) above; excepting, however, any claim or cost caused by Goodman or the Restaurant/Retail Developer or their respective contractors affecting the Restaurant/Retail Parcel prior to termination of the Restaurant/Retail Ground Lease).

5.6 Access To The Property.

Any duly authorized representative of the City shall, at all reasonable times, have access to the Property, before and after execution of the Ground Leases, for the purpose of confirming Goodman's compliance with the Agreement, the Redevelopment Documents, or both.

5.7 City's Right To Inspect Records.

Goodman agrees that the City shall have the right and authority to review and audit, from time to time, Goodman's books and records relating to the Project, including, without limitation, Goodman's loan statements, general contractor's sworn statements, general contracts, subcontracts, purchaser orders, waivers of lien, paid receipts and invoices. All such books, records and other documents shall be available at the offices of Goodman for inspection, copying, audit, and examination at all reasonable times by any duly authorized representative of the City.

Section VI.
Employment Opportunity Obligation.

6.1 Employment Opportunity.

Goodman agrees for itself and its successors and assigns, and shall contractually obligate the Restaurant/Retail Developer, the Development Manager, the Pre-Construction Consultant, the General Contractor or other contractors, subcontractors or any Affiliate operating on the Property (collectively, with Goodman, the "Employers" and individually an "Employer") to agree, that during the term of the Agreement with respect to Goodman, and during the period of any other party's provision of services in connection with the construction of the Theater Project or the Restaurant/Retail Project, as the case may be, 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 of Chicago, except as otherwise provided by said ordinance and as amended from time to time (the "Human Rights Ordinance"). Each Employer shall take affirmative action to ensure that applicants are hired and employed without discrimination based upon race, religion, color sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income and are treated in a nondiscriminatory manner with regard to all job-related matters, including without limitation: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including, apprenticeship. Each Employer agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this nondiscrimination clause. In addition, the Employers, in all solicitations or advertisements for employees, shall state that all qualified applicants shall receive consideration for employment without discrimination based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income.

- B. 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 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.
- C. Goodman, in order to demonstrate compliance with the terms of this subsection 6.1, shall cooperate with and promptly and accurately respond to inquiries by the City, which has the responsibility to observe and report compliance with equal employment opportunity regulations of federal, state and municipal agencies.
- D. Goodman and each Employer shall include the foregoing provisions of subparagraphs A through C in every contract entered into in connection with the Theater Project or the Restaurant/Retail Project, as the case may be, 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.
- E. Failure to comply with the employment obligations described in this subsection 6.1 shall be a basis for the City to pursue remedies under the provisions of subsection 5.3 hereof.

6.2 City Resident Employment Requirement.

Goodman agrees for itself and its successors and assigns, and shall contractually obligate the other Employers, as applicable, to agree, that during the construction of the Theater Project or the Restaurant/Retail Project, as the case may be, they shall comply with the minimum percentage of total worker hours performed by actual residents of the City of Chicago as specified in Section 2-92-330 of the Municipal Code of Chicago (at least fifty percent (50%) of the total worker hours worked by, persons on the Property of the construction for the Project shall be performed by actual residents of the City of Chicago); provided, however, that in addition to complying with this percentage, Goodman and the other Employers shall be required to make good faith efforts to utilize qualified residents of the City of Chicago in both unskilled and skilled labor positions.

Goodman and the other Employers may request a reduction or waiver of this minimum percentage level of Chicagoans as provided for in Section 2-92-330 of the Municipal Code of Chicago in accordance with standards and procedures developed by the Purchasing Agent of the City of Chicago.

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

Goodman and the other Employers shall provide for the maintenance of adequate employee residency records to ensure that actual Chicago residents are employed on the applicable Project. Goodman and the other Employers shall maintain copies of personal documents supportive of every Chicago employee's actual record of residence.

Weekly certified payroll reports (United States Department of Labor Form WH-347 or equivalent) shall be submitted to the Commissioner of the D.P.D. 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 company hired the employee should be written in after the employee's name.

Goodman and the other Employers shall provide full access to their employment records to the Purchasing Agent, the Commissioner of the D.P.D., the Superintendent of the Chicago Police Department, the Inspector General of the City or any duly authorized representative thereof. Goodman and the other Employers shall maintain relevant personal data and records for a period of at least three (3) years after final acceptance of the work constituting the applicable Project as evidence by the applicable Certificate.

At the direction of the D.P.D. affidavits and other supporting documentation will be required of Goodman and the other Employers to verify or clarify an employee's actual address when doubt or lack of clarity has arisen.

Good faith efforts on the part of Goodman and the other Employers to provide utilization of actual Chicago residents (but sufficient for the granting of a waiver request as provided for in the standard and procedures developed by the Purchasing Agent) shall not suffice to replace the actual, verified achievement of the requirements of this subsection concerning the worker hours performed by actual Chicago residents.

When work at the applicable Project is completed, in the event that the City has determined that Goodman and the other Employers failed to ensure the fulfillment of the requirement of this subsection concerning the worker hours performed by actual Chicago residents or failed to report in the manner as indicated above, the City thereby be damaged in the failure to provide the benefit of demonstrable employment to Chicago to the degree stipulated in this subsection. Therefore, in such a case of noncompliance it is agreed that one twentieth of one percent (.05%), 0.0005, of the aggregate hard construction costs set forth in the Budget (as the same shall be evidenced by approved contract value for the actual contracts) shall be surrendered by Goodman and/or the other Employers 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 Goodman and/or the other Employers or employees to prosecution. Any retainage to cover contract performance that may become due to Goodman and the other Employers pursuant to Section 2-92-250 of the Municipal Code of Chicago may be withheld by the City pending the Purchasing Agent's determination whether Goodman and the other Employers 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 the Agreement.

Goodman shall cause or require the provisions of this subsection 6.2 to be included in the Pre-Construction Consultant Contract, the Construction Contract and all construction contracts and subcontracts related to the Theater Project or the Restaurant/Retail Project, as the case may be.

6.3 Goodman's MBE/WBE Commitment.

Goodman agrees for itself and its successors and assigns, and shall contractually obligate the Employers to agree, that during the construction of the applicable Project:

- A. Consistent with the findings which support the Minority-Owned and Women-Owned Enterprise Procurement Program ("M.B.E./W.B.E. Program"), Section 2-92-420, et seq., Municipal Code of Chicago, and in reliance upon the provisions of the M.B.E./W.B.E. Program to the extent contained in, and as qualified by, the provisions of this subsection 6.3, during the course of construction of the Project, at least the following percentages of the aggregate construction hard and soft costs (as set forth in the Budget), but specifically excluding acquisition costs to be paid by the City with respect to the Property and those categories of construction costs, if any, noted in the Budget as being the subject of special waiver, shall be expended for contract participation by minority-owned businesses ("M.B.E.s") and by women-owned businesses ("W.B.E.s"):
 - a. At least twenty-five percent (25%) by M.B.E.s
 - b. At least five percent (5%) by W.B.E.s

- B. For purposes of this subsection 6.3 only, Goodman (and any party to whom a contract is let by Goodman pursuant to this Agreement) shall be deemed a "Contractor" and this Agreement (and any contract let pursuant thereto) shall be deemed a "Contract" as such terms are defined in Section 2-92-420, Municipal Code of Chicago. In addition, the term, "minority-owned business" or M.B.E. shall mean a business enterprise identified in the Directory of Certified Minority Business Enterprises published by the City's Purchasing Department, or otherwise certified by the City's Purchasing Department as a minority-owned business enterprise; and the term "women-owned business" or W.B.E. shall mean a business enterprise identified in the Directory of Certified Women Business Enterprises published by the City's Purchasing Department, or otherwise certified by the City's Purchasing Department as a women-owned business enterprise.
- C. Consistent with Section 2-92-440, Municipal Code of Chicago, Goodman's M.B.E./W.B.E. commitment may be achieved in part by Goodman's status as an M.B.E. or W.B.E. (but only to the extent of any actual construction work performed by the Goodman) or by a joint venture with one or more M.B.E.s or W.B.E.s (but only to the extent of the lesser of (i) the M.B.E. or W.B.E. participation in such joint venture or (ii) the amount of any actual construction work performed by the M.B.E. or W.B.E.), by Goodman utilizing an M.B.E. or a W.B.E. as a contractor (but only to the extent of any actual construction work performed by such contractor), by subcontracting or causing a contractor to subcontract a portion of the work to one or more M.B.E.s or W.B.E.s or by the purchase of materials used in the Project from one or more M.B.E.s or W.B.E.s, or by any combination of the foregoing. Those entities which constitute both an M.B.E. and a W.B.E. shall not be credited more than once with regard to Goodman's M.B.E./W.B.E. commitment as described in this subsection 6.3.
- D. Goodman shall deliver quarterly reports to the D.P.D. describing its efforts to achieve compliance with this M.B.E./W.B.E. Commitment. Such reports shall include inter alia the name and business address of each M.B.E. and W.B.E. solicited by Goodman or a contractor to work on the Project, and the responses received from such solicited, the name and business address of each M.B.E. or W.B.E. actually involved in the applicable 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 D.P.D. in determining Goodman's compliance with this M.B.E./W.B.E. commitment. The D.P.D. shall have access to Goodman's books and records, including, without limitation,

payroll records and tax returns, and records and books of account on five (5) business days notice, to allow the City to review Goodman's compliance with its commitment to M.B.E./W.B.E. participation.

- E. The City shall have the right to terminate the Agreement upon the disqualification of a contractor as an M.B.E. or W.B.E., if the contractor's status as an M.B.E. or W.B.E. was a factor in the approval of Goodman for the Project, and such status was misrepresented by the contractor or Goodman. In addition, the City shall have the right to terminate this Agreement upon the disqualification of any M.B.E. or W.B.E. subcontractor or supplier of goods or services if the subcontractor's status as an M.B.E. or W.B.E. was a factor in the approval of Goodman to participate in the Project, and such status was misrepresented by the contractor or Goodman. In the event that Goodman is determined not to have been involved in any misrepresentation of the status of the disqualified contractor, subcontractor or supplier, the City, at its option, may choose to not terminate the Agreement; provided, however, Goodman shall be obligated to discharge or cause to be discharged the disqualified contractor or subcontractor or to terminate any contract or business with the disqualified supplier, and, if possible, identify and engage a qualified M.B.E. or W.B.E. as a replacement. For purposes of this paragraph E, the disqualification procedures are further described in Section 2-92-540, Municipal Code of Chicago.

- F. Any reduction or waiver of Goodman's M.B.E./W.B.E. commitment as described in this subsection 6.3 shall be undertaken in accordance with Section 2-92-450, Municipal Code of Chicago.

6.4 Pre-Construction Meeting; Monitoring Requirements.

Prior to the commencement of construction of the Theater Project or the Restaurant/Retail Project, as the case may be, Goodman, the Restaurant/Retail Developer, the Pre-Construction Consultant, the Development Manager, the General Contractor and major Subcontractors shall be required to meet with the monitoring staff of the D.P.D. with regard to Goodman's compliance with its employment obligations described in this Section VI. During said meeting, Goodman shall demonstrate to D.P.D. its plan to achieve its employment obligations, the sufficiency of which must be approved by the D.P.D.. During the construction of the applicable Project, Goodman shall submit documentation (as required in subsections 6.1 -- 6.3 above) to the monitoring staff of the D.P.D.. Failure to submit such documentation on a timely basis or a determination by the D.P.D. upon analysis of the documentation that Goodman is not complying with its employment obligations described in this Section VI shall, upon the delivery

of written notice to Goodman and elapse of the applicable grace period, be deemed an event of default. In such event, in addition to any remedies described in this subsection 6.4, the City may, until such default is cured: (1) issue a written demand to Goodman to halt construction of the applicable Project; (2) withhold certain pertinent sums from payment to Goodman or to the Development Manager, the General Contractor and Subcontractors; or (3) seek any other remedies against Goodman available at law or in equity.

Section VII.

Public Policy Covenants And Post-Certificate Requirements.

7.1 Goodman's Public Policy Covenants.

Goodman shall not discriminate based upon race, color, religion, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military status, parental status or source of income in the use or occupancy of the Theater Project or the Restaurant/Retail Project, as the case may be, or any improvements located or to be erected on the Property or any part thereof. In addition, Goodman agrees that it shall comply with any and all federal, state and local laws, rules and regulations with regard to ability standards for the physically disabled, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. 12101, et seq. (1990) and 47 U.S.C. 152, 221, 225 and 611 (1990), the Illinois Environmental Barriers Act, 410 ILCS 25/1, et seq. (1992) and the Illinois Accessibility Code, 71 Ill. Admin. Code Ch. 1, subch. B, Sec. 400.100, et seq. (1988). The undertakings of the Goodman in this subsection 7.1 are sometimes referred to herein as "Public Covenants".

7.2 Use And Performance Requirements.

From the period commencing with the issuance of the Certificate by the D.P.D. and for the entire Term of the Theater Ground Lease, Goodman shall be obligated to comply with the following requirements and obligations with regard to the operation of the Goodman (collectively, the "Use and Performance Covenants"):

- (a) Maintenance of the facade of the Harris and Selwyn Theaters. Goodman shall maintain the facade of the Harris and Selwyn Theaters in accordance with the terms and conditions of the Theater Landmarks Ordinance, the Theater Ground Lease, and the Agreement, including, without limitation, the landmark requirements contained in (Sub)Exhibit L. Exterior streetscaping and signage shall be governed by applicable

zoning, including, without limitation, the Planned Development Ordinance affecting the Property. In addition, during the Term of the Theater Ground Lease, Goodman covenants to the City that it shall use on a continuous basis the names "Harris Theater" and "Selwyn Theater" as identification for the buildings corresponding to the respective theaters, including, without limitation, in the public information program and plaque described in subsection 3.3(a) (vii) above.

(b) Use of "Goodman Theatre". During the Term of the Theater Ground Lease, Goodman covenants to the City that it shall, unless otherwise approved by the Commissioner, use on a continuous basis the name "Goodman Theatre" in any business, advertisement, promotional event or any other reference whatsoever with respect to the operation of the Theater Project.

(c) First Performance. Goodman shall stage the first live theatrical performance at the Goodman Theatre within ninety (90) days following the issuance of the Certificate for the Theater Project.

(d) Continuous Operation. Goodman covenants to the City that it shall utilize the Theater Project consisting of the "new" Goodman Theatre for the presentation of live theatrical, cultural and entertainment events on a continual basis. In such regard, Goodman covenants to the City that in no event shall the Theater Project be "dark" and not utilized more than an average of twelve (12) weeks per year in any "rolling" three (3) year period; provided, further, that in no event shall the Theater Project be "dark" and not utilized for a period in excess of eighteen (18) weeks during any single twelve (12) month period.

(e) Amusement Taxes. Goodman agrees that it shall be subject, when applicable, to the City's Amusement Tax Ordinance, Section 4-156-020, Municipal Code of Chicago.

7.3 Employment, Creation And Retention.

Upon the issuance of the Certificate for the Theater Project by the D.P.D. and the commencement of the operation of the "Goodman Theatre" by Goodman, until the expiration of the Term of the Theater Ground Lease, Goodman shall be obligated to create and maintain at least one hundred seven (107) full-time permanent jobs and thirty (30) part-time jobs, either directly related to the operation of the Goodman Theatre or generally at the Theater Parcel; however, Goodman anticipates that the actual number of job hires on an annual basis will exceed the job hire projections described in this subsection 7.3.

Upon the issuance of the Certification for the Restaurant/Retail Project by the D.P.D., until the expiration of the Term of the Restaurant/Retail Lease,

the Restaurant/Retail Developer shall be obligated to create and maintain approximately fifty (50) full-time permanent jobs and fifty (50) part-time jobs, either directly relating to the operation of the Restaurant/Retail Project; however, the Restaurant/Retail Developer anticipates that the actual number of job hires on an annual basis will exceed the job hire projections described in the subsection 7.3.

7.4 Agreement To Provide Assistance To The Chicago School Reform Board Of Trustees And To Undertake Community Programs.

Goodman has entered into that certain Agreement to Provide Assistance to the Chicago School Reform Board of Trustees and to Undertake Community Programs with the City dated _____, 1997, substantially in the form attached hereto as (Sub)Exhibit K whereby Goodman shall, inter alia, make its theatrical resources available to the Chicago School Reform Board of Trustees and to undertake Community Programs. Said efforts must be contributed by Goodman during the term of said document.

7.5 Status Reports.

Goodman shall provide the D.P.D. with quarterly status reports (due on the first (1st) business day of each calendar quarter commencing with _____, 1998) describing in sufficient detail Goodman's compliance with Goodman's Public Policy Covenants, Use and Performance Covenants, the Public Benefits Program and the Agreement to Provide Assistance to the Chicago School Reform Board of Trustees.

7.6 Real Estate Taxes And Other Governmental Charges.

(a) Governmental Charges.

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

(ii) Right to Contest. Goodman shall 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 forfeiture of the Property. Goodman's right to challenge real estate taxes applicable to the Restaurant/Retail Project is limited as provided below; provided, however, 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 Goodman's covenants to any such Governmental Charge at the time and in the manner provided in the Agreement unless Goodman has given prior written notice to the D.P.D. of Goodman's intent to contest or object to a Governmental Charge and, unless, at the D.P.D.'s sole option: (i) Goodman shall demonstrate to the D.P.D.'s satisfaction that legal proceedings instituted by Goodman contesting or objecting to a Governmental Charge shall conclusively operate to prevent or remove a lien against, or the sale or forfeiture of, all or any part of the Property to satisfy such Governmental Charge prior to final determination of such proceedings; and/or (ii) Goodman shall furnish a good and sufficient bond or other security satisfactory to the D.P.D. in such form and amounts as the D.P.D. 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) Goodman's Failure to Pay or Discharge lien. If Goodman fails to pay any Governmental Charge which may create a lien against the Property or any part thereof or to obtain discharge of the same, Goodman shall advise the D.P.D. thereof in writing, at which time the D.P.D. may, but shall not be obligated to, and without waiving or releasing any obligation or liability of Goodman under the Agreement, in the D.P.D.'s sole discretion, make such payment, or any part thereof, or obtain such discharge and take any other action with respect thereto which the D.P.D. deems advisable. All sums so paid by the D.P.D., if any, and any expenses, and any, including, reasonable attorneys' fees, court costs, expenses and other charges relating, thereto, shall be promptly reimbursed to the D.P.D. by Goodman. 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 Goodman fails to pay any such Governmental Charge, the City, in its reasonable discretion, may require Goodman to submit to the City audited financial statements or other evidence of its financial condition at Goodman's own expense.

*Section VIII.**Miscellaneous Provisions.***8.1 Entire Agreement.**

Except as otherwise provided herein, the Agreement contains the entire agreement of the parties with respect of the Project, and supersedes all prior agreements, negotiations and discussions with respect thereto, and shall not be modified, amended or changed in any manner whatsoever except by mutual consent of the parties as reflected by written instrument executed by the parties hereto. Notwithstanding the foregoing, it is agreed that not material amendment or change shall be made or be effective unless ratified or authorized by an ordinance duly adopted by the City Council of the City. the term "material" for the purpose of this subsection 8.1 shall be defined as any deviation from the terms of the Agreement which operates to cancel or otherwise reduce any developmental or construction obligation of Goodman by more than five percent (5%) or materially changes the Property or character of the Project or any activities undertaken by Goodman affecting the Property, the Project, or both, or increases any time agreed for performance by either party by more than ninety (90) days.

8.2 Assignability And Transfer.

Except as permitted by the provisions of the Agreement and the Ground Leases, Goodman, until the City issues the Certificate with regard to the completion of the Theater Project or the Restaurant/Retail Project or thereafter, shall not, without the consent of the City assign, transfer or convey any right, title or interest in the Project, the Property, or both, or any of its duties or obligations under the Agreement as they relate to the Project, the Property, or both.

8.3 Conflict Of Interest -- City's Representatives Not Individually Liable.

Prior to the issuance of the Certificate by the City, no member of the Commission, the D.P.D., or other City board, commission or agency, official, or employee of the City shall have any personal interest, direct or indirect, in Goodman, the Restaurant/Retail Developer, the Agreement, the Property or the Project; nor shall any such member, official or employee participate in any decision relating to the Agreement which affects his or her personal interest or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested. No member, official or employee of the City shall be personally liable to Goodman, or any successor in interest, to perform any commitment or obligation of the City under the Agreement nor shall any such person be personally liable in the event of any default or breach by the City.

8.4 Disclosure.

Within ten (10) days prior to the execution date of the Agreement by the parties, Goodman shall deliver to the City evidence reasonably satisfactory to the Commissioner listing its Board of Trustees, officers and directors of Goodman and disclosing any real property interests owned or managed by Goodman.

8.5 Survival.

All representations and warranties contained in the Agreement are made as of the execution date of the Agreement and the execution, delivery and acceptance hereof by the parties shall not constitute a waiver of rights arising by reasons of any misrepresentation.

8.6 Mutual Assistance.

The parties agree to perform their respective obligations, including the execution and delivery of any documents, instruments, petitions and certifications, as may be necessary or appropriate, consistent with the terms and provisions of the Agreement.

8.7 Cumulative Remedies.

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

8.8 Disclaimer.

No provision of the Agreement, nor any act of the City, shall be deemed or construed by any of the parties, or by third party, to create any relationship of third-party beneficiary, or of principal or agent, or of limited or general partnership, or of joint venture, or of any association or relationship involving the City.

8.9 Notices.

Any notice called for herein shall be in writing and shall be mailed postage prepaid by registered or certified mail with return receipt requested, or hand delivered and receipted, as follows:

If To The City:

Commissioner
Department of Planning and
Development
City Hall, Room 1000
121 North LaSalle Street
Chicago, Illinois 60602

With A Copy To:

Corporation Counsel
City of Chicago
City Hall, Room 511
121 North LaSalle Street
Chicago, Illinois 60602
Attn: Real Estate & Land Use
Division

And:

Earl L. Neal
Earl L. Neal & Associates
Suite 1700
111 West Washington Street
Chicago, Illinois 60602

If To Goodman:

The Chicago Theatre Group
In care of Goodman Theatre
200 South Columbus Drive
Chicago, Illinois 60602
Attn: Chairman

And:

John J. Gearen
Mayer, Brown & Platt
35th Floor
190 South LaSalle Street
Chicago, Illinois 60603

Notices are deemed to have been received by the parties three (3) days after mailing. The parties, by notice given hereunder, may designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

8.10 Headings.

The headings of the various sections and subsections of the Agreement have been inserted for convenient reference only and shall not in any

manner be construed as modifying, amending or affecting in any way the express terms and provisions hereof.

8.11 Governing Law.

The Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

8.12 Recordation Of The Agreement.

Upon execution of the Agreement by the parties, the City, at its sole expense, shall promptly record one original of the Agreement with the office of the Recorder's Office.

8.13 No Third Party Beneficiary.

The approvals given by the City pursuant to the Agreement and the Certificate when issued by the City shall be only for the benefit of Goodman, the mortgagee or other lien holder permitted by the terms of the Agreement, and their successors in interest in the Property and no other person or party may assert against the City or claim the benefit of such approval or certificate.

8.14 Successors And Assigns.

The terms of the Agreement shall be binding upon the City, Goodman, and their respective heirs, legal representatives and permitted successors and assigns.

8.15 Severability.

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

The Agreement shall be executed in triplicate, each of which shall constitute an original instrument.

8.17 Business Economic Support Act.

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

8.18 Approvals.

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

8.19 Exhibits.

All of the exhibits attached hereto are incorporated herein by reference.

In Witness Whereof, The parties hereto have executed or caused the Agreement to be executed, all as of the date first written above.

City of Chicago,
a municipal corporation

The Chicago Theatre Group,
an Illinois not-for-profit
corporation

By: _____
Christopher R. Hill,
Commissioner of Planning
and Development

By: _____
Sondra Healy,
Chairman

Attest: _____
Secretary

State of Illinois)
) SS.
County of Cook)

I, _____, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Christopher R. Hill, personally known to me to be the Commissioner of Planning and Development of the City of Chicago, a municipal corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and being first duly sworn by me acknowledged that as such Commissioner, he signed and delivered the said instrument, pursuant to authority given by the City of Chicago, as his free and voluntary act and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____, 1997.

Notary Public

[Seal]

My commission expires: _____

State of Illinois)
) SS.
County of Cook)

I, _____, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Sondra Healy, personally known to me to be the Chairman of the Chicago Theatre Group, an Illinois not-for-profit corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and being first duly sworn by me acknowledged that as such Chairman, she signed and delivered the said instrument, pursuant to authority given by the Chicago Theatre Group, as her free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____,
1997.

Notary Public

[Seal]

My commission expires: _____.

State of Illinois)
) SS.
County of Cook)

I, _____, a Notary Public in and for said County, in the State aforesaid, do hereby certify that _____, personally known to me to be the Secretary of the Chicago Theatre Group, an Illinois not-for-profit corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and being first duly sworn by me acknowledged that as such Secretary, he signed and delivered the said instrument, pursuant to authority given by the Chicago Theatre Group, as his free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____,
1997.

Notary Public

[Seal]

My commission expires: _____.

[(Sub)Exhibits "B", "C-3" and "J" referred to in this Amended and Restated Redevelopment Agreement unavailable at time of printing.]

[(Sub)Exhibit "C-1" referred to in this Amended and Restated Redevelopment Agreement constitutes Exhibit "B" to the ordinance and is printed on pages 54501 through 54546 of this Journal.]

[(Sub)Exhibit "C-2" referred to in this Amended and Restated Redevelopment Agreement constitutes Exhibit "C" to the ordinance and is printed on pages 54547 through 54593 of this Journal.]

[(Sub)Exhibits "F" and "G" referred to in this Amended and Restated Redevelopment Agreement are printed on pages 54599 through 54603 of this Journal.]

(Sub)Exhibits "A", "D", "E", "H", "I", "K" and "L" referred to in this Amended and Restated Redevelopment Agreement read as follows:

(Sub)Exhibit "A".

(To Amended And Restated Redevelopment Agreement)

Legal Description Of Theater Parcel.

A parcel of land in Block 35 in the original town of Chicago, said parcel being comprised of Lot 1, the east half of the east half of Lot 2, the east 19.00 feet of the west half of the east half of Lot 2 (the west 18.00 feet thereof being the

public alley dedicated by instrument recorded as Document Number 19038448) all of Lots 7 and 8, and that part of West Couch Place, 18.00 feet wide, lying north of and adjoining said Lots 7 and 8, lying east of the northward extension of the west line of said Lot 7, and lying west of the northward extension of the east line of said Lot 8; excepting therefrom those parts of said Lots 7 and 8 lying south of a line described as follows:

beginning at a point on the east line of Lot 8 in Block 35, which point is 79.40 feet north from the southeast corner of said lot, as measured along said east line; thence west, perpendicular to said east line, a distance of 87.81 feet; thence north, perpendicular to the last described line, a distance of 5.00 feet; thence west, perpendicular to the last described line, a distance of 73.17 feet to a point on the west line of aforementioned Lot 7 which is 82.25 feet north from the southwest corner of said lot, as measured along said west line, all in Section 9, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Containing, after said exception, 40,833 square feet of land, more or less.

Legal Description Of Restaurant/Retail Parcel.

Those parts of Lots 7 and 8 in Block 35 in the original town of Chicago lying south of a line described as follows:

beginning at a point on the east line of Lot 8 in Block 35, which point is 79.40 feet north from the southeast corner of said lot, as measured along said east line; thence west, perpendicular to said east line, a distance of 87.81 feet; thence north perpendicular to the last described line, a distance of 5.00 feet; thence west, perpendicular to the last described line, a distance of 73.17 feet to a point on the west line of aforementioned Lot 7, which is 82.25 feet north from the southwest corner of said lot, as measured along said west line, all in Section 9, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Containing 12,974 square feet of land, more or less.

*Exhibit "B".**Ground Lease.*
(Theater Project)

This Ground Lease ("Lease") is executed and entered into as of this _____ day of _____, 1997 ("Commencement Date") by and between the City of Chicago, an Illinois municipal corporation, acting through its Department of Planning and Development ("DPD"), as landlord ("Landlord"), and the Chicago Theatre Group d/b/a The Goodman Theatre, an Illinois not-for-profit corporation, as tenant ("Tenant").

RECITALS

Landlord is the owner in fee simple of certain real estate situated at the southwest corner of North Dearborn Street and West Lake Street in Chicago, Illinois (the "Theater Parcel"), consisting of approximately 40,833 square feet and which is legally described on Exhibit A attached hereto and made a part hereof.

The Theater Parcel currently is improved with two (2) theaters commonly known as the Harris and Selwyn theaters ("Harris and Selwyn Theaters") and part of a four story parking garage known as the "Garrick Garage". The Theater Parcel also includes vacant property on part of the former Woods Theater site and, if so acquired by the City, the north/south alley to the west of the Harris and Selwyn Theaters and the east/west alley known as Couch Place.

Pursuant to the terms of the certain "Amended and Restated Block 35, Central Loop Project Redevelopment Agreement, the Chicago Theatre Group d/b/a the Goodman Theatre" between Landlord and Tenant dated as of _____, 1997 ("Redevelopment Agreement"), Tenant shall rehabilitate and renovate the historic facades of the Harris and Selwyn Theaters, remodel the interior of the Harris and Selwyn Theaters with an approximately 400 seat studio theater, rehearsal and costume storage rooms and offices, and shall also construct an approximately 800 seat main theater and box office on that part of the land south of the Harris Theater (collectively, the "Theater Project").

Concurrently with delivery of possession of the Theater Parcel by Landlord to Tenant pursuant to the terms of the Redevelopment Agreement and the Lease, Landlord shall also convey to Tenant all of its right, title and interest in and to the Harris and Selwyn Theaters.

Landlord and Tenant acknowledge that the construction of the Theater Project and the redevelopment of the Theater Parcel for theater and related uses pursuant to the Redevelopment Agreement and the continued operation of the improvements constructed thereon for theatrical, cultural and entertainment activities are vital to the economic health and welfare of the City of Chicago, and that Landlord has the right under this Lease to monitor Tenant's performance of its covenants and agreements as described in this Lease.

Landlord desires by this Lease to lease the Theater Parcel, together with all appurtenances thereto, and any existing improvements owned by Landlord ("Premises") to Tenant for the purposes and uses herein stated and subject to the terms and conditions contained herein.

TERMS, COVENANTS, AND CONDITIONS

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions hereinafter set forth, Landlord and Tenant agree as follows:

ARTICLE 1. DEFINITIONS AND INTERPRETATIONS

1.01 Definitions. As used in this Lease, the following words and phrases shall have the meanings set forth below:

Affidavit: Those certain affidavits executed and delivered by Tenant as required by Landlord and consisting of an Economic Disclosure Statement, Anti-Scofflaw Affidavit, Certification Regarding Lobbying and any other customary affidavit or certification required by the Landlord in connection with the Redevelopment Agreement and the Lease.

Affiliate: Any person or entity directly or indirectly controlling, controlled by or under common control of or in partnership or in other active business with Tenant.

Agreement to Provide Assistance to Other Theater Groups and the Chicago School Reform Board of Trustees: That certain agreement entered into between Landlord and Tenant requiring Tenant to provide certain assistance to other theater groups and the Chicago School Reform Board of Trustees, substantially in the form attached hereto as Exhibit B.

Block 35: That certain block located in the Central Loop Redevelopment Area bounded on the west by North Clark Street, on the east by North Dearborn Street, on the south by West Randolph Street, and on the north by West Lake Street.

Certificate: The certificate of completion to be issued by Landlord upon completion of the Theater Project in accordance with the terms and provisions of the Redevelopment Agreement.

Code: The Municipal Code of Chicago, as amended from time to time.

Commencement Date: The execution date of this Lease by the parties as shown on page 1 hereof.

Commissioner: The Commissioner of Planning and Development of the City of Chicago.

Condemnation Proceedings: as defined in Section 17.01.

DPD: The Department of Planning and Development of the City of Chicago, and any successor agency thereto.

Emergency Situation: A situation which has caused or is imminently likely to cause bodily injury to persons, substantial contamination of or physical damage to the Premises or adjoining property or substantial economic liability or criminal jeopardy to Landlord.

Environmental Claim: As defined in Section 16.01(c).

Environmental Condition: As defined in Section 16.01(d).

Environmental Law: As defined in Section 16.01(b).

Environmental Remediation: As defined in Section 16.01(e).

Event of Default: As defined in Section 14.01.

Force Majeure Delay: Delay, to the extent caused by events or conditions beyond the reasonable control of Tenant, caused by material damage or destruction by fire or other casualty, strike (except affecting only the Premises), delay in transportation of a required material not normally anticipatable, shortage of a required material not normally anticipatable, unusually adverse weather condition such as, without limitation, severe rain storm or storms, below freezing temperatures of abnormal degree or quantity for an abnormal duration, and also including, but not limited to, tornadoes, war, civil strife and other like or similar events or conditions beyond the reasonable control of Tenant; provided, however, that notice is given by the party in question to the other party of such Force Majeure Delay within twenty (20) days of the occurrence of the event giving rise to a Force Majeure Delay; provided, further, that any excuse for performance given is for only the actual period of the Force Majeure Delay.

Hazardous Material: As defined in Section 16.01(a).

Indemnified Parties: As defined in Article 15.

Landlord: The City of Chicago, an Illinois municipal corporation.

Leasehold Mortgage: As defined in Section 12.02.

Leasehold Mortgagee: As defined in Section 12.03(F).

Premises: As defined in the Recitals.

Public Benefits Agreement: That certain agreement to be entered into Landlord and Tenant in connection with the Redevelopment Agreement, substantially in the form attached hereto as Exhibit C.

Redevelopment Agreement: That certain agreement as defined in the Recitals.

Restoration: As defined in Section 7.05(a).

Sale: (A) a sale, assignment, transfer or other conveyance of any of Tenant's interest under this Lease or in the Premises ; or (B) execution and delivery of a contract to convey any of Tenant's interest under this Lease or in the Premises upon payment of part or all of the purchase price which is accompanied by a transfer of possession and the risks and benefits of ownership to the purchaser; or (C) a taking by eminent domain of any of Tenant's interest under this Lease or any part of the Premises; or (D) a transaction or series of related transactions involving Tenant which has the economic equivalence to the owners of interests in Tenant as a transaction described as a Sale, regardless of the form of such transaction, whether by sales of direct or indirect interests in Tenant or sales of assets by an entity which owns Tenant's interest under this Lease or in any part of the Premises or other property. A Sale shall not include a transfer upon foreclosure of a Leasehold Mortgage or deed in lieu of foreclosure.

Subsequent Developer: That certain entity or entities which shall develop and/or acquire the Theater Parcel from Landlord in the event of a default under the Redevelopment Agreement or breach of the Lease by Tenant as more specifically described in subsection 5.3(d) of the Redevelopment Agreement and Section 12.20 of the Lease.

Substantial Alteration: As defined in Section 7.07.

Term: As defined in Section 2.02.

Theater Parcel: Those certain parcels of land located on Block 35 and legally described on Exhibit A attached hereto.

Theater Project: As defined in the Recitals.

Title Matters: Defects, liens (whether or not inchoate), covenants, restrictions, conditions, easements, encumbrances and other matters affecting title to the Theater Parcel or use and occupancy of the Premises, including the Permitted Exceptions as are listed as Exhibit B to the Redevelopment Agreement, and any law, ordinance or governmental regulation restricting, regulating or prohibiting the occupancy, use and enjoyment of the land or regulating the character, dimensions or location of improvements (or the effect of its violation).

1.02 Construing Various Words and Phases. Wherever this Lease provides that a party may perform any act or do anything, it shall be construed that the party may, but shall not be obligated to, so perform or so do. The following words and phrases shall be construed as follows: (a) "At any time" shall be construed as "at any time or from time to time"; (ii) "any" shall be construed as "any and all"; (iii) "including" shall be construed as "including but not limited to"; (iv) "will" and "shall" shall each be construed as mandatory; (v) "herein", "hereof", "hereunder", "hereinafter" and words of similar import shall refer to this Lease as a whole and not to any particular Section or Subsection. Except as otherwise specifically indicated, all references to Article, Section and Subsection numbers or letters shall refer to Articles, Sections and Subsections of this Lease. Forms of words in the singular, plural, masculine, feminine or neuter shall be construed to include the other forms as the context may require. Captions and the index are used in this Lease for convenience only and shall not be used to construe the meaning of any part of this Lease.

ARTICLE 2. PREMISES

2.01 Demise of Premises. Landlord, for and in consideration of the rents reserved under this Lease and of the agreements and covenants of Tenant under this Lease, hereby leases to Tenant the Premises. It is acknowledged and agreed that, subsequent to the Commencement Date, Landlord will use its best efforts to acquire fee simple title to the Strip as well as all of the reversionary rights to that certain north-south alley located to the west of and adjacent to the Strip ("Alley") and that certain east/west alley located on Block 35 known as Couch Place. Upon the acquisition of the Strip and the reversionary rights to the Alley and Couch Place, Landlord shall take all appropriate steps to seek the vacation of the Alley and Couch Place. The parties agree that upon such vacation, the Strip and the vacated Alley and Couch Place shall become part of the Premises, and the legal description of the Premises shall thereupon automatically be deemed amended to include said land. Upon request of Tenant, Landlord and Tenant shall execute such documents as may be reasonably necessary or required in connection with such amendment of the legal description of the Premises.

In the event that Landlord is unsuccessful in acquiring the Strip and/or the reversionary rights in the Alley and Couch Place, Landlord shall deliver written notice of such to Tenant. Within twenty (20) days following receipt of such notice, Tenant, at its option, may terminate the Redevelopment Agreement and the Lease by written notice to Landlord and the parties shall be under no further obligation to each other. If, however, the Landlord does not receive written notice of termination from Tenant within such twenty (20) day period, this Lease shall be deemed to remain in full force and effect.

2.02 Term; Possession of Premises. The term of this Lease ("Term") shall commence as of the Commencement Date and terminate at 12:59 p.m. on the day before the ninety-ninth (99th) anniversary of the Commencement Date (unless terminated sooner as provided in this Lease), on the condition that Tenant shall pay rent to Landlord and otherwise

comply with the terms, covenants and condition as set forth in this Lease. Possession to the Premises will be delivered to Tenant by Landlord upon the occurrence of the events described in Section 3.3 (a) of the Redevelopment Agreement, namely:

- (1) approval by the DPD and the Landmarks Commission of Theater Design Plans; and
- (2) approval by the DPD of a revised Schedule for the Theater Project; and
- (3) approval by the DPD of Tenant's Budget; and
- (4) approval by the DPD of the Loan Agreement or other financing; and
- (5) passage by the City Council of the City of Chicago of an amendment to the Planned Development Ordinance affecting the Premises; and
- (6) the obtaining by Tenant of insurance policies insuring the Premises (and specifically, the Harris and Selwyn Theaters); and
- (7) the approval by the DPD of a public information program regarding the Harris and Selwyn Theaters.

2.03 Condition of Premises. Landlord demises the Premises to Tenant in "as is" condition with no warranty, express or implied, by Landlord as to the condition of the soil, its geology, or the presence of known or unknown faults, or to the physical condition of any improvements located on the Premises, it being acknowledged that, pursuant to the Redevelopment Agreement, prior to Tenant's entering into possession of the Premises as provided for in Section 2.02, Landlord shall have caused the demolition of the Garrick Garage to grade. It shall be the responsibility of Tenant to investigate and determine the soil and environmental condition existing on the Premises. If the soil or environmental conditions are not in all respects suitable for Tenant's proposed use or uses of the Premises, it shall be Tenant's sole responsibility and obligation to take such action as may be necessary to place the soil and environmental condition of the Premises in a condition suitable for the Theater Project.

ARTICLE 3. RENT

3.01 Rent. In consideration of the leasing of the Premises to Tenant by Landlord, Tenant agrees to: (a) construct the Theater Project in accordance with the terms and conditions of the Redevelopment Agreement, (b) operate, maintain and use the Theater Project for theatrical, cultural and entertainment activities; (c) abide by the public policy covenants and post-Certificate requirements described in Article 19 below, including, without limitation, maintaining the facades of the Harris and Selwyn Theaters; and (d) pay to Landlord an annual

rental of One Dollar (\$1.00) per year, payable annually in advance on the first day of the first month of the Term and on each anniversary date thereafter. Rent shall be paid at Landlord's address as stated herein or elsewhere as directed by Landlord.

3.02 Rent Absolute. All costs, fees, interest, charges, expenses, real estate taxes (if any), reimbursements and obligations relating to the Premises which may arise or become due during the Term shall be paid or discharged or caused to be discharged by Tenant as additional rent. Tenant covenants and agrees that Landlord shall be indemnified and saved harmless by Tenant from and against all such costs, fees, interest, charges, expenses, real estate taxes, reimbursements and obligations.

ARTICLE 4. TAXES AND ASSESSMENTS

4.01 Governmental Charges.

(a) Payment of Governmental Charges. Tenant agrees to pay or cause to be paid when due all Governmental Charges (as defined below) which are assessed or imposed upon Tenant, or its leasehold interest in the Premises, or become due and payable, and which create, may create, or appear to create a lien upon the Premises or all or any portion of the Premises or Tenant's leasehold interest in the Premises. The term "Governmental Charge" shall mean all federal, state, county, city or other governmental (or any instrumentality, division, agency, body, or department thereof) taxes, levies, assessments, charges, liens, claims or encumbrances relating to Tenant, the Premises or the Theater Project. It is anticipated by the parties that Tenant may seek and obtain exemptions, as applicable, from leasehold real estate taxes and assessments and other Governmental Charges (including as described in Section 4.02(b)) to which Tenant is entitled due to its status as an Illinois not-for-profit corporation and the nature of its operation of the Theater Project.

(b) Right to Contest. Tenant shall 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 forfeiture of the Premises. No such contest or objection shall be deemed or construed in any way as relieving, modifying or extending Tenant's covenants to any such Governmental Charge at the time and in the manner provided in the Redevelopment Agreement or the Lease, unless Tenant has given prior written notice to the DPD of Tenant's intent to contest or object to a Governmental Charge and, unless, at the DPD's sole option: (i) Tenant shall demonstrate to the DPD's satisfaction that legal proceedings instituted by Tenant 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 Premises to satisfy such Governmental Charge prior to final determination of such proceedings; and/or (ii) Tenant shall furnish a good and sufficient bond or other security satisfactory to the DPD in such form and

amounts as the 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 Premises 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.

(c) **Tenant's Failure to Pay or Discharge Lien.** If Tenant fails to pay any Governmental Charge which may create a lien against the Premises or any part thereof or to obtain discharge of the same, Tenant shall advise the DPD thereof in writing, at which time the DPD may, but shall not be obligated to, and without waiving or releasing any obligation or liability of Tenant under the Redevelopment Agreement or the Lease, in the DPD's sole discretion, make such payment, or any part thereof, or obtain such discharge and take any other action with respect thereto which the DPD deems advisable. All sums so paid by the DPD, if any, and any expenses, and any, including, reasonable attorneys' fees, court costs, expenses and other charges relating thereto, shall be promptly reimbursed to the DPD by Tenant. Notwithstanding anything contained herein to the contrary, this paragraph shall not be construed to obligate the Landlord to pay any such Governmental Charge. Additionally, if Tenant fails to pay any such Governmental Charge, the Landlord, in its reasonable discretion, may require Tenant to submit to the Landlord audited financial statements or other evidence of its financial condition at the Tenant's own expense.

4.02 **Real Estate Taxes.**

(a) **Waiver and Payment.** Landlord shall take all appropriate steps to secure the waiver of general real estate taxes affecting the Theater Parcel to the date of delivery of possession of the Premises pursuant to the Lease. After delivery of possession of the Premises, Landlord shall advise the Assessor of Cook County, Illinois of this Lease in order to have the Premises separately assessed as a leasehold estate from other property of Landlord. The parties shall execute such documents as shall be reasonably necessary or required in order to effect such division. The City, as owner of fee simple title to the land comprising the Theater Parcel, shall seek to obtain an exemption from *ad valorem* real estate taxes and assessments to which it is entitled. Tenant shall be responsible for leasehold real estate taxes, if any, accruing after the execution of the Lease.

(b) **Real Estate Tax Exemption.** Inasmuch as Tenant is an Illinois not-for-profit corporation, the parties agree that Tenant shall have the right to apply to the appropriate governmental agencies to grant an exemption from the assessment and payment of leasehold real estate taxes against Tenant's leasehold interest in the Premises.

4.03 **Evidence of Payment.** The certificate or bill or notice of the appropriate public officer or public authority of the levying of any Governmental Charges or of the payment or nonpayment thereof may be relied upon by Landlord as sufficient evidence that such has been made and is due or unpaid at the time of the issuance of such certificate, bill or notice. Tenant

shall furnish Landlord, within thirty (30) days after the date when any Governmental Charge would become delinquent, receipts of the appropriate taxing or other authority, or other evidence reasonably satisfactory to Landlord, evidencing the payment of the Governmental Charge or the exemption from such payment which has been granted to Tenant.

ARTICLE 5. UTILITIES

Tenant shall at its sole cost and expense obtain separately metered utilities for all service it requires. Tenant shall promptly pay for all utility service directly to the appropriate utility company. Landlord has no responsibility to furnish Tenant with any utilities and makes no representations or warranties as to the availability of utilities and does not warrant that any utility services will be free from interruptions caused by war, insurrection, civil commotion, inclement weather, riots, acts of God, Government action, repairs, renewals, improvements, alterations, strikes, lockouts, picketing, whether legal or illegal, accidents, inability to obtain fuel or supplies or any other causes. Any such interruption of utility service shall never be deemed an eviction or disturbance of Tenant's use and possession of the Premises or any part thereof, or render Landlord liable to Tenant for damages, or relieve Tenant from performance of Tenant's obligations under this Lease.

ARTICLE 6. CONSTRUCTION OF IMPROVEMENTS

6.01 Design and Construction of the Theater Project. As a material consideration for Landlord's granting of this Lease to Tenant, Tenant, at its sole cost and expense, shall cause to be constructed on the Premises the Theater Project as the headquarters of The Goodman Theatre, all as more particularly described in the Redevelopment Agreement. The Theater Project to be constructed by Tenant shall also include site preparation work including environmental remediation, removal of underground foundations, and utility connections, and any subsequent improvements to be constructed by Tenant on the Premises with the Landlord's approval as more fully described in this Article 6, but shall not include the demolition of the Garrick Garage which shall be separately undertaken by Landlord. The Theater Project shall conform to the requirements of the Redevelopment Agreement including, but not limited to, restrictions on use and the development parameters described therein, the Schedule, and the Planned Development.

6.02 Landlord's Approval of Plans.

(a) Prior to commencement of the Theater Project, Tenant shall submit to Landlord proposed design plans and working drawings and specifications based on the approved schematics listed on Exhibit D to the Redevelopment Agreement for the respective approval of the DPD and the Landmarks Commission (as such is defined in the Redevelopment Agreement) in accordance with the requirements and procedures described in the Redevelopment

Agreement. Tenant's final working drawings and specifications regarding the Theater Project approved by the Landmarks Commission and the DPD shall be deemed the "Plans." Landlord's approval of the Plans shall be absolute and may be withheld in its sole discretion. Tenant shall not commence with the construction of the Theater Project without Landlord's prior written approval of the Plans as provided for in the Redevelopment Agreement and all necessary governmental approvals.

(b) To the extent that any material changes are sought by Tenant subsequent to the approval of the Plans or the construction of the Theater Project, Tenant shall secure the approval of the DPD to the changed Plans in the same manner and following the same procedures as provided for in the Redevelopment Agreement for the Plans originally approved. Material changes shall include, without limitation, further development of Plans not within the scope of approved Plans, structural changes, changes in exterior materials, and any changes or further development of Plans not meeting the design restrictions or the design parameters described in the Redevelopment Agreement.

(c) Tenant shall erect a sign of size and style approved by the DPD in a conspicuous location at the Premises during the construction of the Project indicating that financing for the Project has been provided by Landlord. No signs of any type or nature shall be permitted on the Premises unless signs have been approved by Landlord either separately or specifically noted as approved as part of approved Plans. No signage shall be permitted on any roof of structures on the Premises, and no advertising shall be permitted (except within interior of buildings), except as permitted pursuant to the applicable provisions of the Redevelopment Agreement.

(d) All construction, reconstruction or alteration of the Theater Project or any other improvements located on the Premises shall be pursuant to Plans approved by Landlord as provided for in the Redevelopment Agreement and this Section 6.02.

(e) Prior to the commencement of any construction activity requiring barricades, Tenant shall install a construction barricade of a type and appearance satisfactory to the DPD and constructed in compliance with all applicable federal, state or City laws, ordinances and regulations. The DPD shall have the right to approve the maintenance, appearance, color scheme, painting, nature, type, content and design of all barricades.

6.03 Governmental Approval. Tenant shall procure the approval of the final Plans by any and all federal, state, municipal and other governmental authorities, offices and departments having jurisdiction in the Premises. Landlord will cooperate with Tenant in procuring such approval, provided that Landlord shall have given its prior approval to such final Plans.

6.04 No Liability for Plans. The approval by Landlord of the Plans or any other action taken by Landlord with respect thereto under the provisions of this Lease shall not

constitute an opinion or representation by Landlord as to the sufficiency of the Plans or ability of Tenant to receive any permits from any department or agency of the City of Chicago or other jurisdictions nor impose any present or future liability or responsibility upon Landlord and shall not constitute approval of the City of Chicago or its departments or agencies for any construction, extension or renovation of any public utilities or public ways which may be necessary to service the Premises. In any case where more than one standard, code, regulation or requirement applies to construction or the Plans, the strictest shall control.

6.05 Construction Contracts. Prior to the execution of any contracts for construction, engineering or architectural services, Tenant shall furnish to Landlord the names of such parties and the proposed form of contract. Landlord shall have the right to approve any proposed contract therefor, which approval shall not be unreasonably withheld or delayed. Such architect, engineer and contractor shall be licensed in the discipline being contracted for, experienced in design and construction of improvements comparable to those for which its services are being required by Tenant, not be listed on any local, state or federal non-responsive bidders' list, and not be debarred under any state or federal statute, regulation or proceeding. In addition, all such contracts shall include such other terms as may be reasonably requested by Landlord regarding construction practices at the Premises. At least thirty (30) days prior to the commencement of any construction on the Premises, or after the issuance of the Certificate, any Alterations or Substantial Alterations of the Theater Project based on approved Plans, Tenant shall demonstrate to the reasonable satisfaction of Landlord that it has sufficient funds to complete the construction of the Theater Project (or remodeling or renovation work associated with the Alterations or Substantial Alterations) and that said funds will be disbursed either by or through an escrowee in a manner so as to provide reasonable assurances against the foreclosure of any mechanic or materialman's lien against the Premises or Tenant's leasehold estate, all as more particularly provided in the Redevelopment Agreement. At least thirty (30) days prior to the commencement of construction of the Theater Project, Tenant shall deliver to Landlord copies of Tenant's contract with the design architect and engineer for the Theater Project and/or Development Manager, who will supervise construction thereof and, Tenant's contract with the general contractor engaged to construct the proposed Theater Project. Tenant shall simultaneously deliver to Landlord collateral assignments of said contracts, together with instruments executed by the architect, engineer and by the general contractor under which both consent to the aforesaid assignment and agree to continue to supply the same services to Landlord or Landlord's designee provided by their respective contracts with Tenant, in the event that (a) Tenant defaults hereunder, and (b) Landlord gives the architect, engineer or the general contractor or both, written notice within sixty (60) days after the occurrence of such default, and (c) at the time of Landlord's notice of such uncured default, Landlord or Landlord's designee demands continuance of such services on the same terms contained in the respective contracts and expressly agrees to assume and be bound by such respective contracts; provided that Landlord shall not be liable for or obligated to cure prior defaults of Tenant. So long as a Leasehold Mortgagee is complying with the provisions of Section 12.06 and 12.07, and complies with the terms and conditions of the Redevelopment Agreement as provided therein, Landlord agrees not to exercise its rights under any such collateral assignment if a Leasehold

Mortgagee with a collateral assignment of the same contract is exercising its rights diligently and continuously thereunder.

6.06 Budget and Construction Loan. Prior to the commencement of construction of the Theater Project and as required by and more specifically described in the Redevelopment Agreement, Tenant shall deliver to Landlord: (i) a detailed budget for such proposed Theater Project, itemizing all estimated costs of construction, including copies of any budget delivered to a Leasehold Mortgagee or prospective Leasehold Mortgagee, and indicating all sources (including loans or other financing, Landlord contribution, and equity) of funds to pay the aforesaid construction costs; (ii) a copy of a fully executed construction contract with a general contractor acceptable to Landlord to perform all work necessary to complete the proposed improvements in accordance with the Plans and (iii) a loan agreement duly executed by one or more financially responsible banks or other lending institutions acceptable to Landlord, capable of performing its obligations under the loan agreement and meeting the requirements set forth in Section 12.02, providing for the financing of the cost of constructing the proposed Theater Project in accordance with the Plans. The loan agreement and any related leasehold mortgage or other security device shall comply with the applicable provisions of Article 12. Tenant shall deliver to Landlord, to the extent the same may be obtained from its Leasehold Mortgagee, satisfactory evidence from time to time that such loan agreement is in full force and effect.

6.07 Completion; Cure. Once commenced, Tenant shall diligently undertake to construct the Theater Project and Tenant shall complete the Theater Project within the time frames provided for in the Redevelopment Agreement and the Lease, and subsequent to the issuance of the Certificate, Tenant shall undertake any Alteration or Substantial Alteration (as defined in Section 7.07) of the Theater Project as is approved by Landlord, in accordance with approved Plans and a construction schedule approved by Landlord. "Completion" shall mean the completion, in accordance with the Plans and applicable laws, of all buildings and building improvements, including the installation of all plumbing, heating, air conditioning, ventilation and similar building systems, walkways, landscaping, and exterior lighting, other than minor punch list items, and shall include issuance of a certificate of occupancy and a certificate of substantial completion by the architect and engineer in a customary form reasonably required by Landlord and shall complete all proposed improvements required for occupancy of such improvements. If Tenant shall fail diligently to prosecute any work required for such Completion or shall fail to comply with any notice of a governmental body having jurisdiction thereof (including the City of Chicago), Landlord, at its election, may serve upon Tenant a notice of default, and if this Lease or Tenant's right to possession be terminated pursuant to Article 14, Landlord may elect to take over the work of construction, at Tenant's cost. If any work does not comply with the provisions of this Lease, Landlord may, by notice to Tenant, require that Tenant stop the work and take steps necessary to cause corrections to be made. If the Tenant's failure to timely complete any proposed improvements is due to Force Majeure Delay, the time within which Tenant may cure shall be extended for such period as may be reasonably necessary, provided Tenant has commenced with said cure and proceeds

continuously, in good faith and with due diligence to complete same. Without limiting any other rights of Landlord, in the event Landlord takes over the work, Landlord shall be entitled to exercise all rights under the collateral assignments and other security hereinbefore mentioned, and sureties thereunder shall remain liable to Landlord upon such other security, and the proceeds thereof shall become the property of Landlord.

6.08 Completion Requirements. Tenant shall erect and complete the Theater Project and any subsequent improvements in a proper and workmanlike manner in accordance with the approved Plans, the terms and conditions of the Redevelopment Agreement and this Lease, and with all provisions of law and any and all permits and authority required by any ordinance, law or public regulations or by any authority at any time having jurisdiction over the Premises and in accordance with the requirements of any public or quasi-public body having similar jurisdiction. The Theater Project and any subsequent improvements will, when completed, comply with all applicable federal, state and municipal laws and regulations. Tenant shall pay all costs associated with the construction of the Theater Project and any Alterations and Substantial Alterations when due and shall require all contractors to deliver sworn statements of persons furnishing materials and labor before any payment is made and waivers of lien for all work for which payment is made, in order to prevent attachment of mechanic's liens or other liens by reason of work, labor, services or materials furnished with respect to the Premises, all as more particularly provided in the Redevelopment Agreement and this Lease.

6.09 Construction Insurance. During the course of construction of the Theater Project and any subsequent improvements Tenant, at its sole expense, will carry or cause to be carried, the insurance required to be carried pursuant to Article 10 of this Lease and Section 4.14 of the Redevelopment Agreement, as the case may be.

6.10 Inspection; Surveys. During the course of the construction and completion of the Theater Project and any subsequent improvements, Landlord, and its architects, engineers, agents and employees may enter upon and inspect the Premises for the purpose of observing that the work is proceeding in accordance with the requirements of the Redevelopment Agreement and this Lease. Landlord will, absent an emergency, notify Tenant (including telephonic notices) of its intention to inspect the Premises and shall limit the number of persons performing any inspection to the number reasonably necessary to accomplish the objectives of such inspection. Tenant shall keep at the Premises one set of the Plans, shop drawings and specifications relating to such construction, which Landlord may examine at all reasonable times and, if required by Landlord, Tenant shall also furnish Landlord with copies thereof.

6.11 Requirements of Redevelopment Agreement. To the extent that the Redevelopment Agreement contains additional requirements beyond this Article 6, such requirements shall be fulfilled and not deemed to be superseded by the provisions of this Article 6.

ARTICLE 7. USE, MAINTENANCE, REPAIRS AND ALTERATIONS; CASUALTIES

7.01 Use and Occupancy. Tenant shall use and occupy the Premises as and for the construction of the Theater Project and, upon issuance of the Certificate by Landlord, the operation of the Theater Project, and for no other purposes, unless otherwise consented to by Landlord and permitted by applicable laws, codes, ordinances, rules, regulations and orders, and shall so continuously use the Premises throughout the remainder of the Term. Landlord and Tenant acknowledge that the construction and operation of the Theater Project on the Premises will enhance the economic development of the City of Chicago, and that Tenant's rights to use the Premises are subject to the rights of the City of Chicago, as Landlord, to monitor compliance with this Lease to ensure that the Theater Project is constructed and operated as required by this Lease and the Redevelopment Agreement.

7.02 Compliance with Laws. Tenant shall not use or occupy or permit the Premises to be used or occupied, or do or permit anything to be done in or on the Premises, in whole or in part, in a manner which would in any way violate the Redevelopment Agreement, the Lease or any certificate of occupancy affecting the Premises, or make void or voidable any insurance then in force with respect thereto, or which may make it impossible to obtain fire or other insurance thereon required to be furnished by Tenant under this Lease, or which will cause or be apt to cause structural damage to the Theater Project or any part thereof, or which will constitute a public or private nuisance. Tenant shall not use or occupy or permit the Premises to be used or occupied, in whole or in part, in a manner which may violate (and shall affirmatively comply with) any present or future, ordinary or extraordinary, foreseen or unforeseen, restrictive covenants or with laws, regulations, ordinances or requirements of the federal, state or municipal governments or of any other governmental, public or quasi-public authorities now existing or hereafter created, having jurisdiction in the Premises, whether or not Landlord also is liable for compliance. Tenant will indemnify and defend Landlord and save Landlord harmless against any recovery or loss to which Landlord may be subject or which Landlord may sustain, including reasonable attorney's fees and expenses incurred by Landlord, arising from any breach of this covenant or by reason of any action or proceedings which may be brought against Landlord or against the Premises, or any part thereof, by virtue of the breach of any such restrictive covenant or the failure to comply with any such laws, regulations, ordinances or requirements or by virtue of any present or future law of the United States of America, or the State of Illinois or other municipal, public or quasi-public authority now existing or hereafter created, having jurisdiction in the Premises.

7.03 Maintenance and Repairs. Tenant shall take good care of the Premises, make all repairs and replacements thereto, interior and exterior, structural and nonstructural, ordinary and extraordinary, foreseen and unforeseen, and shall maintain and keep the Premises, including the loading docks (and access thereto from West Lake Street) to be located to the west of the Harris and Selwyn Theaters, sidewalks, driveways and curbs and all other proposed improvements, in good order, repair and condition. Tenant shall also keep the sidewalks and

gutters in front of the Premises free and clear from rubbish, and, to the extent practicable, ice and snow and shall not obstruct the same or allow the same to be obstructed in any manner.

7.04 Covenant Against Waste. Tenant shall not do or permit or suffer any waste, damage, impairment or injury to or upon the Premises or any part thereof.

7.05 Repairs Necessitated by Casualty.

(a) In the event of damage to or destruction of the Theater Project or any part thereof caused by fire or other hazard, the insurance proceeds shall be utilized toward the reconstruction, renovation and rehabilitation of the Theater Project ("Restoration"), as the case may be; provided, however, that prior to the issuance of the Certificate by Landlord, if Tenant and Landlord conclude that the Theater Project improvements are destroyed beyond repair and will not be rebuilt, the Lease shall be terminated, Tenant and the Landlord shall share in the insurance proceeds on the basis of their respective financial contributions toward the completion of the Theater Project, all as provided in the Redevelopment Agreement.

(b) If the Theater Project improvements are destroyed beyond repair subsequent to the issuance by Landlord of the Certificate, but prior to the expiration of the Term, and if Tenant, the permanent leasehold lender (if any) and Landlord mutually conclude that the Theater Project is destroyed beyond repair and will not be rebuilt, then the Lease shall be terminated and the insurance proceeds shall be distributed in the following order: (1) the lender shall be repaid any amounts due and owing under the First Leasehold Mortgage (or its replacement); (2) Landlord shall be reimbursed for the amounts disbursed of the City's Financial Contribution (as such term is defined in the Redevelopment Agreement); (3) Tenant shall be entitled to a reimbursement of all of its reasonable Theater Project construction costs as certified by Tenant to Landlord; and (4) any remaining sums not utilized in (1) and (3) above shall be distributed to Landlord and Tenant on a pro-rata basis determined by each parties' respective contribution expended on the construction of the Theater Project, all as provided for in the Redevelopment Agreement.

7.06 Inspection of Repairs. Landlord or Landlord's representatives, agents, or employees, shall have the right without interference from Tenant or Tenant's representatives, agents or employees, at all times upon reasonable notice appropriate under the circumstances (including telephone notice) to examine and inspect any work, alteration, repair, maintenance, restoration, improvement, rebuilding, razing, demolition, or construction at the Premises in order that Landlord may assure itself that the provisions of this Lease in respect to such work are being fully complied with.

7.07 Alterations. Tenant shall have the right from time to time after the completion of the Theater Project in accordance with the provisions of Article 6, and at Tenant's sole cost and expense, to make nonstructural alterations and changes ("Alterations") in or to the Theater Project (except as hereinafter provided), provided Tenant shall not then be in default in the

performance of any of Tenant's covenants or agreements in this Lease. Tenant shall have the right from time to time after completion of the Theater Project in accordance with Article 6, and at Tenant's sole cost and expense, to make Substantial Alterations in and to the Theater Project only with the written consent of Landlord. "Substantial Alterations" means any alterations and changes or additions (a) to the structure of any improvements constituting the Theater Project, (b) to other items required to be shown on Plans, or (c) which would cost more than ten percent (10%) of the replacement cost of the improvements to be altered, changed or added to. The provisions of Article 6 shall apply to and shall be complied with by Tenant as a condition to the performance of any Alteration or Substantial Alteration. In addition, the provisions of Article 6, in its general application, shall apply in the case of any Substantial Alteration. Furthermore, all Alterations and Substantial Alterations shall be subject to the following:

(a) **Change in Use.** Without the prior written approval of the DPD, no Alteration or Substantial Alteration of any kind shall be made which would (i) change the general design, use, character or structure, of the Theater Project or any part thereof; (ii) materially decrease the size of the Theater Project or any part thereof; (iii) reduce or impair, to any material extent, the value, rentability or usefulness of the Premises, or constitute waste; or (iv) give to any owner, lessee or occupant of any other property or to any other person or corporation any easement, right-of-way or any other right over the Premises.

(b) **Progress and Compliance.** Any Alteration or Substantial Alteration shall be made with reasonable dispatch and in a good and workmanlike manner and in compliance with all applicable permits and authorizations and building and zoning laws and with all other laws, ordinances, orders, rules, regulations and requirements of all federal, state and municipal governments, departments, commissions, boards and officers. If any work does not comply with the provisions of this Lease, Landlord may, by notice to Tenant, require that Tenant stop the work and take such steps as are necessary to cause corrections to be made, or Landlord may perform the work at Tenant's cost.

ARTICLE 8. PARAMOUNT TITLE OF LANDLORD

Except as otherwise expressly provided herein, nothing in this Lease shall authorize Tenant to do or permit or suffer any act which shall in any way encumber the title of Landlord in and to the Premises. The title, interest or estate of Landlord in the Premises shall not be in any way subject to any claim by way of lien or encumbrance, whether arising by operation of law or by virtue of an express or implied contract by Tenant. Any claim to a lien or encumbrance upon the Premises arising from any act or omission of Tenant shall accrue only against the leasehold estate and shall in all respects be subject and subordinate to the paramount title and right of Landlord in and to the Premises.

ARTICLE 9. COVENANT OF QUIET ENJOYMENT

Landlord hereby warrants that if Tenant shall pay the rent and all other charges due under this Lease and perform each and every of the covenants, undertakings and agreements of this Lease to be performed by Tenant, then Tenant shall during the Term freely, peaceably and quietly have and enjoy the Premises without molestation, hindrance, eviction or disturbance by Landlord or by any other person or persons acting under or through Landlord, but subject always to Title Matters, the rights of eminent domain and to the terms, covenants and conditions of this Lease.

ARTICLE 10. INSURANCE AND USE OF PROCEEDS

10.01 Coverage Required. Tenant shall procure and maintain, or cause to be maintained, at all times during the Term, and until each and every obligation of Tenant contained in the Lease has been fully performed, the types of insurance specified below or in Section 4.14 of the Redevelopment Agreement, with insurance companies authorized to do business in the State of Illinois covering all operations under this Lease, whether performed by Tenant or by Contractors. For purposes of this Article 10, "Contractors" shall mean all contractors and subcontractors and materialmen of any tier providing services, material, labor, operation or maintenance on, about or adjacent to the Premises, whether or not in privity with Tenant, which may be more specifically described in the Redevelopment Agreement.

(a) **Worker's Compensation and Employers Liability Insurance.** Workers Compensation and Employers Liability Insurance, as prescribed by applicable law covering all employees who are to provide a service under the Redevelopment Agreement and Employers Liability coverage with limits of not less than \$500,000 for each accident or illness.

(b) **Commercial Liability Insurance (Primary and Umbrella).** Commercial General Liability Insurance or equivalent with limits of not less than \$2,000,000 per occurrence, combined single limit, for bodily injury, personal injury, and property damage liability. Coverages shall include the following: All premises and operations, products/completed operations (for a minimum of two (2) years following the completion of the Theater Project), explosion, collapse, underground, independent contractors, separation of insureds, defense, and contractual liability (with no limitation endorsement). Landlord, its employees, elected officials, agents, and representatives are to be named as additional insureds on a primary, non-contributory basis for any liability arising directly or indirectly from the work.

(c) **Automobile Liability Insurance (Primary and Umbrella).** When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, Tenant shall provide Comprehensive Automobile Liability Insurance with limits of not less than \$2,000,000 per occurrence, combined single limit, for bodily injury and property damage. Landlord is to be named as an additional insured on a primary, non-contributory basis.

(d) **All Risk Builders Risk Insurance.** During the undertaking of the construction of the Theater Project and the undertaking of Alterations and Substantial Alterations affecting the Theater Project or part thereof subsequent to the issuance of the Certificate as provided in Article 7 of the Lease, Tenant or its contractor(s) shall 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 permanent facility. Coverages shall include but not be limited to the following: right to partial occupancy, material stored off-site and in-transit, boiler and machinery, earth movement, flood, including surface water backup, sewer backup and seepage, collapse, water damage, debris removal, faulty workmanship or materials, testing, and mechanical electrical breakdown. Landlord shall be named as loss payee.

(e) **Contractors Pollution Liability Insurance.** When any work related to the Theater Project is undertaken which may cause an environmental exposure, Tenant shall provide or cause to be provided Contractors Pollution Liability Insurance with limits of not less than \$1,000,000 insuring bodily injury, property damage, and environmental clean-up costs. Landlord is to be named an additional insured on a primary, non-contributory basis.

(f) **All Risk Property Insurance.** Upon completion of the Theater Project as evidenced by the issuance of the Certificate, Tenant shall provide All Risk Property insurance in the amount of the full replacement value of the Premises (including a special endorsement insuring the replacement value of the facades of the Harris and Selwyn Theaters) including improvements and betterments to protect against loss or damage to or destruction of the Harris and Selwyn Theaters and the Theater Project. Coverage extensions shall include boiler and machinery collapse, sewer back-up, sprinkler leakage and floor. Landlord shall be named as loss payee.

10.02 Other Provisions.

(a) Tenant will furnish the Landlord, in care of the Department of Planning and Development, City Hall, Room 1000, 121 North LaSalle Street, Chicago, Illinois 60602, original Certificates of Insurance evidencing the required coverage to be in force during the Term, and Renewal Certificates of Insurance, or such similar evidence for coverages which have an expiration or renewal date occurring during the Term of this Lease. Tenant shall submit evidence of insurance on the City of Chicago Insurance Certificate Form prior to possession of the Premises pursuant to this Lease and thereafter as necessary.

(b) The receipt of any certificate does not constitute agreement by Landlord that the insurance requirements in the Redevelopment Agreement or the Lease have been fully met or that the insurance policies indicated on the certificate are in compliance with all Lease requirements. The failure of Landlord to obtain certificates or other insurance evidence from Tenant shall not be deemed to be a waiver by Landlord. Tenant shall advise all insurers of the provisions herein regarding insurance. Non-conforming insurance shall not relieve Tenant of the obligation to provide insurance as specified herein. Nonfulfillment of the insurance

conditions may constitute a violation of the Lease, and Landlord retains the right to stop work or terminate the Lease until proper evidence of insurance is provided.

(c) The insurance shall provide for sixty (60) days prior written notice to be given to Landlord in the event coverage is substantially changed, canceled, or non-renewed.

(d) Any and all deductibles or self insured retentions on referenced insurance coverages shall be borne by Tenant.

(e) Tenant agrees that insurers shall waive their rights of subrogation against Landlord, its employees, elected officials, agents, or representatives.

(f) Tenant expressly understands and agrees that any coverages and limits furnished by Tenant shall in no way limit Tenant's liabilities and responsibilities specified within the Lease or by law.

(g) Tenant expressly understands and agrees that any insurance or self-insurance programs maintained by Landlord shall apply in excess of and not contribute with insurance provided by Tenant under the Lease.

(h) 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.

(i) Tenant shall require the Contractors to provide the insurance required herein or Tenant may provide the coverages for Contractors. The Contractors shall be subject to the same insurance requirements of Tenant.

(j) If Tenant or any Contractor desires additional coverages, Tenant, or said Contractor shall be responsible for the acquisition and cost of such additional protection.

(k) The Risk Management Department of the City of Chicago shall have the right to modify, delete, alter or change these requirements during the Term.

(l) If Tenant fails to obtain or maintain any of the insurance policies required under this Lease or to pay any premium in whole or in part when due, Landlord may (without waiving or releasing any obligation or Event of Default by Tenant hereunder) obtain and maintain such insurance policies and take any other action which Landlord deems advisable to protect its interest in the Premises or the Theater Project. All sums so disbursed by Landlord, including reasonable attorney's fees, court costs and expenses, shall be reimbursed by Tenant upon demand by Landlord.

[10.03 Adjustments of Insurance Claims. Insurance policies maintained by Tenant and Contractors pursuant to Sections 10.01(d) and (f), shall provide that the proceeds of all such insurance shall be payable by the insurer or insurers in accordance with the provisions of this Lease.

(a) Such insurance policies may provide that in the case of any one loss of \$100,000 or less, adjustment and settlement of such loss may be made by Tenant with the insurance company, and that payment of any one loss of \$100,000 or less may be made to Tenant, subject to the provisions of Sections 7.05. In such case where the loss may be adjusted by and the proceeds of a loss received by Tenant, the sum so received by Tenant shall be received in trust by Tenant for the purpose of paying and, to the extent necessary, to be used only for the purpose of paying, or reimbursing Tenant for payment made in connection with the full and complete restoration of the Theater Project and (if no Event of Default shall then exist or be uncured) any balance thereof, subject to the provisions of any Leasehold Mortgage, may be retained by Tenant for its own account.

(b) In the case of any one loss in excess of \$100,000, such policy shall provide that settlement for the loss shall be made with Tenant and Landlord. Payment of all losses under any such property policy shall be administered, paid out and disbursed on conditions and through an escrow as provided herein or shall be paid to Landlord pursuant to this Lease. Such insurance proceeds shall, unless an Event of Default exists, be used to pay for the cost of Restoration upon written request of Tenant accompanied by evidence satisfactory to Landlord, and subject to such conditions as Landlord and, if so provided under the Leasehold Mortgagee, the Leasehold Mortgagee shall reasonably impose for the purpose of assuring that the Restoration will be promptly, fully and properly completed at no cost to Landlord or such Leasehold Mortgagee, and in accordance with all the applicable provisions of this Lease. All such proceeds of property insurance shall be disbursed from an escrow established with an escrow agent and pursuant to an escrow agreement in compliance with the terms above mutually acceptable to Tenant and Landlord, and if so required by the Leasehold Mortgage, the Leasehold Mortgagee. Upon receipt by Landlord of evidence satisfactory to it that Restoration has been completed and the cost thereof paid in full, and that there are no mechanics' liens or claims or similar liens for labor or materials supplied in connection therewith, the balance of such proceeds shall, subject to the rights of any Leasehold Mortgagee and unless an Event of Default exists, be paid to Tenant or as Tenant may direct. Until such time as Restoration has been completed, all insurance proceeds not theretofore spent for Restoration shall be the property of Landlord, and Tenant shall have no ownership interest in such proceeds, except that Tenant may use such proceeds for Restoration as provided for herein. If an Event of Default exists, such balance of such insurance proceeds shall be applied first to cure any monetary Event of Default of Tenant under this Lease and second to cure any non-monetary Event of Default of Tenant.]

ARTICLE 11. LANDLORD'S RIGHT TO PERFORM TENANT'S OBLIGATIONS

In the event Tenant shall fail to obtain and maintain the required insurance as described in Article 10 of this Lease and Section 4.14 of the Redevelopment Agreement, or in an Emergency Situation or upon occurrence of an Event of Default, whether or not constituting a Non-Curable Default and whether or not a Leasehold Mortgagee is exercising any rights under Section 12.06 or Section 12.07 (unless the Leasehold Mortgagee is actually diligently proceeding to cure such Event of Default), Landlord may (but shall not be obligated so to do), and without waiving or releasing Tenant from any obligation of Tenant hereunder, make any payment or perform any other act which Tenant is obligated to make or perform under this Lease in such manner and to such extent as Landlord may deem desirable; and in so doing Landlord shall also have the right to enter upon the Premises and the Theater Project for any purpose reasonably necessary in connection therewith and to pay or incur any other necessary and incidental costs and expenses, including reasonable attorneys' fees. All sums so paid and all liabilities so incurred by Landlord, together with interest incurred or deemed to be incurred by Landlord shall be deemed additional rent hereunder and shall be payable to Landlord upon demand as additional rent. Landlord shall use reasonable efforts to give prior notice to Tenant (which may be oral) of its performance of Tenant's obligations, if reasonably feasible under the circumstances. The performance of any such obligation by Landlord shall not constitute a waiver of Tenant's default in failing to perform the same. Inaction of Landlord shall never be considered as a waiver of any right accruing to it pursuant to this Lease. Landlord, in making any payment hereby authorized: (a) relating to taxes, may do so according to any bill, statement or estimate, without inquiry into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof; (b) for the discharge, compromise or settlement of any lien, may do so without inquiry as to the validity or amount of any claim for lien which may be asserted; or (c) in connection with the completion of construction of the Theater Project or the repair, maintenance or reconstruction of the Theater Project or part thereof, the undertaking of any Alterations or Substantial Alterations, or the payment of operating costs thereof, may do so in such amounts and to such persons as Landlord reasonably may deem appropriate. Nothing contained herein shall be construed to require Landlord to advance monies for any purpose. Landlord shall not in any event be liable for inconvenience, annoyance, disturbance, loss of business or other damage of Tenant or any other occupant of the Premises or the Theater Project or any part thereof, by reason of making repairs or the performance of any work on the Premises or the Theater Project or on account of bringing materials, supplies and equipment into or through the Premises or the Theater Project during the course thereof and the obligations of Tenant under this Lease shall not thereby be affected in any manner. In doing so, however, Landlord shall use reasonable efforts not to interfere with the normal operation of the Theater Project.

ARTICLE 12. MORTGAGES, ASSIGNMENTS AND SUBLEASE BY TENANT

12.01 Consent Required. Except as hereinafter in this Article 12 expressly provided, neither this Lease nor any interest of Tenant in this Lease nor the leasehold estate created hereby, shall be sold, assigned, transferred, mortgaged, pledged or otherwise disposed of or encumbered, and Tenant shall not make any sublease of the Premises or any part thereof, except in compliance with the terms of this Article (or unless Landlord shall otherwise consent in writing). No Sale may occur at any time that an Event of Default exists. Landlord's consent shall be required for a Sale, which may be withheld in Landlord's sole discretion, except as otherwise provided herein or in the Redevelopment Agreement. Tenant shall not make any partial assignments of this Lease or submit all or part of the Premises to the Illinois Condominium Property Act (765 ILCS 605/1), as amended from time to time.

12.02 Leasehold Mortgages. Tenant may mortgage, hypothecate or pledge the leasehold estate created hereby and the interest of Tenant in and to this Lease, together with Tenant's right, title and interest in the Theater Project subject to the terms of this Lease and the Redevelopment Agreement ("Leasehold Mortgage") for the sole purpose of financing or refinancing a portion of the necessary costs of construction of the Theater Project, or alterations or reconstruction thereof as permitted by Section 7, provided that (i) the Leasehold Mortgage shall provide that such Leasehold Mortgage and the rights of the mortgagee, its successors and assigns thereunder are and shall be subject and subordinate to all the terms, covenants and conditions of this Lease and the Redevelopment Agreement, (ii) such Leasehold Mortgage shall affect and encumber only, and no more, than Tenant's leasehold estate existing at the time of the execution and delivery of the Leasehold Mortgage and the right, title and interest of Tenant in and to the leasehold estate and leasehold improvements, (iii) the mortgagee under such Leasehold Mortgage shall, at the time the Leasehold Mortgage is made, meet the requirements set forth in Section 19.02, Section 20.04 or the Affidavit.

12.03 Notices to Landlord.

(a) If Tenant shall mortgage Tenant's leasehold estate pursuant to Section 12.02 above, the holder of such Leasehold Mortgage shall provide Landlord with written notice of the existence of such Leasehold Mortgage together with a true copy of the Leasehold Mortgage and the name and address of the Leasehold Mortgagee, Landlord and Tenant agree that, following receipt of such notice by Landlord, the provisions of this Section 12.03 shall apply in respect to such Leasehold Mortgage.

(b) In the event of any assignment of a Leasehold Mortgage (such assignment to be met with the prior approval of Landlord if the assignment purports to occur prior to the issuance of the Certificate), or in the event of a change of address of a Leasehold Mortgagee or of any assignee of such Leasehold Mortgage, notice of the new name and address shall be provided to Landlord in writing.

(c) All notices required to be given pursuant to this Section 12.03 shall be in writing and delivered to Landlord at its address set forth in Section 18.07 (or such other address as Landlord shall request) in the same manner as Section 18.07.

(d) Landlord shall promptly upon receipt of notice provided for in subsection (a) above, at the request of Tenant and/or Leasehold Mortgagee, either acknowledge receipt of such communication as constituting the notice provided for by subsection (a) above or, in the alternative, notify Tenant and the Leasehold Mortgagee of the rejection of such communication as not conforming with the provisions of subsection (a) and specify the specific basis of such rejection.

(e) After Landlord has received the notice provided for by subsection (a) above, Tenant, upon being requested to do so by Landlord, shall with reasonable promptness provide Landlord with copies of the note or other obligation secured by such Leasehold Mortgage, and of any other documents pertinent to the Leasehold Mortgage as specified by Landlord. Tenant shall thereafter also provide Landlord from time to time with a copy of each amendment or other modification or supplement to such instruments. All recorded documents shall be accompanied by the appropriate certification of the Office of the Recorder of Deeds of Cook County, Illinois as to their authenticity as true and correct copies of official records and all nonrecorded documents shall be accompanied by a certification by Tenant that such documents are true and correct copies of the originals. From time to time upon being requested to do so by Landlord, Tenant shall also notify Landlord of the date and place of recording and other pertinent recording data with respect to such instruments as have been recorded.

12.04 Consent of Leasehold Mortgagee Required. No surrender or modification of this Lease shall be effective as to any Leasehold Mortgagee unless consented to in writing by such Leasehold Mortgagee.

12.05 Default Notice. Landlord, upon providing Tenant with any notice of: (i) default under this Lease, or (ii) a termination of this Lease, shall at the same time provide a copy of such notice to the Leasehold Mortgagee. No such notice by Landlord to Tenant shall be deemed to have been duly given unless and until a copy thereof has been so provided to the Leasehold Mortgagee. From and after the date that such notice has been given to the Leasehold Mortgagee, the Leasehold Mortgagee shall have the same period, after the giving of such notice upon it, for remedying any default or causing the same to be remedied, as is given Tenant after the giving of such notice to Tenant, plus in each instance, the additional periods of time specified in Sections 12.06 and 12.07 to remedy the defaults, or with respect to non-monetary defaults, to commence remedying or cause to be remedied the defaults specified in any such notice. Landlord shall accept such performance by or at the instigation of such Leasehold Mortgagee as if the same had been done by Tenant. Tenant authorizes the Leasehold Mortgagee to take any such action at such Leasehold Mortgagee's option and does hereby authorize entry upon the Premises by the Leasehold Mortgagee for such purpose.

12.06 Notice to Leasehold Mortgagee of Election to Terminate.

(a) Anything contained in this Lease to the contrary notwithstanding, if any default shall occur which entitles Landlord to terminate this Lease, Landlord shall have no right to terminate this Lease unless, following the expiration of the period of time given Tenant to cure such default, Landlord shall notify Leasehold Mortgagee of Landlord's intent to so terminate at least thirty (30) days in advance of the proposed effective date of such termination if such default is capable of being cured by the payment of money, and at least forty five (45) days in advance of the proposed effective date of such termination if such default is not capable of being cured by the payment of money. The provisions of Section 12.07 shall apply if, during such thirty (30) or forty five (45) day termination notice period, as applicable, any Leasehold Mortgagee shall:

(1) notify Landlord of such Leasehold Mortgagee's desire to nullify such notice; and

(2) pay or cause to be paid all rent and other payments then due and in arrears as specified in the termination notice to such Leasehold Mortgagee and which may become due during such thirty (30) or forty five (45) day period, as applicable; and

(3) comply or in good faith, with reasonable diligence and continuity, commence to comply with all nonmonetary requirements of this Lease then in default other than the Personal Defaults identified in Section 12.07.

(b) Any notice to be given by Landlord to a Leasehold Mortgagee pursuant to any provision of this Section 12.05 shall be deemed properly addressed if sent to the Leasehold Mortgagee who served the notice referred to in Sections 12.03(a) or 12.03(b)

12.07 Procedure on Default.

(a) If Landlord shall elect to terminate this Lease by reason of any default of Tenant, and a Leasehold Mortgagee shall have proceeded in the manner provided for by Section 12.05, the specified date for the termination of this Lease as fixed by Landlord in its termination notice shall be extended for a period of six (6) months, provided that Leasehold Mortgagee shall, during such six (6) month period:

(1) pay or cause to be paid the Rent, and other monetary obligations of Tenant under this Lease as the same become due, and shall perform all of Tenant's other obligations under this Lease (and relating to the construction of the Theater Project, more fully described in the Redevelopment Agreement) and complete the performance of non-monetary requirements then in default, excepting Non-Curable Defaults; and

(2) if not enjoined or stayed, take steps to obtain possession of the Premises and to acquire or sell Tenant's interest in this Lease by foreclosure of the Leasehold Mortgage or other appropriate means and prosecute the same to completion with due diligence and to perform all Possession-Related Defaults, all subject to and in accordance with the applicable provisions of the Redevelopment Agreement.

(b) If at the end of such six (6) month period such Leasehold Mortgagee is complying with Section 12.06(a), this Lease shall not then terminate, and the time for completion by such Leasehold Mortgagee of its proceedings shall continue so long as such Leasehold Mortgagee is enjoined or stayed and thereafter for so long as such Leasehold Mortgagee proceeds to complete steps to obtain possession of the Premises and to acquire or sell Tenant's interest in this Lease by foreclosure of the Leasehold Mortgage or by other appropriate means with reasonable diligence and continuity and continues to comply with Section 12.06(a). Nothing in this Section 12.06(b), however, shall be construed to extend this Lease beyond the Term thereof.

(c) If a Leasehold Mortgagee is complying with the provisions of Section 12.06(a), upon the acquisition of Tenant's leasehold estate by such Leasehold Mortgagee or its designee or any other purchaser at a foreclosure sale or otherwise this Lease shall continue in full force and effect as if Tenant had not defaulted under this Lease; provided that the Leasehold Mortgagee shall have completed the cure of all prior defaults, except Personal Defaults, and shall be diligently completing the cure of all Possession-Related Defaults.

(d) For the purposes of this Section 12.06, the making of a Leasehold Mortgage shall not be deemed to constitute an assignment or transfer of this Lease or of the leasehold estate hereby created, nor shall any Leasehold Mortgagee, as such, be deemed to be an assignee or transferee of this Lease or of the leasehold estate hereby created so as to require the Leasehold Mortgagee, as such, to assume the performance of any of the terms, covenants or conditions on the part of the Tenant to be performed hereunder, but the purchaser at any Sale of this Lease and of the leasehold estate hereby created in any proceedings for the foreclosure of any Leasehold Mortgage, or the assignee or transferee of this Lease and of the leasehold estate hereby created under any instrument of assignment or transfer in lieu of the foreclosure of any Leasehold Mortgage shall be deemed to be an assignee or transferee, shall be subject to Landlord's approval, and shall be deemed to have agreed to perform all of the terms, covenants and conditions on the part of Tenant under the Lease then in default except Personal Defaults, and thereafter perform in accordance with the Lease during the duration of the Term. If the Leasehold Mortgagee or its designee shall become holder of the leasehold estate and if the Theater Project or part thereof on the Premises shall have been or become materially damaged on, before, or after the date of such purchase and assignment, the Leasehold Mortgagee or its designee shall be obligated to repair, replace or reconstruct the Theater Project only to the extent of the net insurance proceeds received by the Leasehold Mortgagee or its designee by reason of such damage. However, should such net insurance proceeds be insufficient to repair, replace or

reconstruct the Theater Project to the extent required by Section 7.05 and should the Leasehold Mortgagee or its designee choose not to fully reconstruct the building or other improvements to the extent required by Section 7.05 such failure shall constitute default, under this Lease.

(e) Any Leasehold Mortgagee acquiring the leasehold estate of Tenant pursuant to foreclosure, assignment in lieu of foreclosure or other proceedings may, upon acquiring Tenant's leasehold estate, subject to the requirements of Sections 14.04 and 20.04, sell and assign the leasehold estate on such terms and to such persons and organizations as are acceptable to such Leasehold Mortgagee and which are approved by Landlord as provided for in the Redevelopment Agreement and Section 12.16 of the Lease, and thereafter be relieved of all obligations accruing thereafter under this Lease; provided that such assignee has cured all then existing defaults other than Personal Defaults and delivered to Landlord its written agreement to be bound by all of the provisions of this Lease.

(f) Notwithstanding any other provisions of this Lease, any sale of this Lease and of the leasehold estate hereby created in any proceedings for the foreclosure of any Leasehold Mortgage, or the assignment or transfer of this Lease and of the leasehold estate hereby created in lieu of the foreclosure of any Leasehold Mortgage to any Leasehold Mortgagee shall be deemed to be a permitted transfer or assignment of this Lease and of the leasehold estate hereby created, subject to compliance with Article 18 (as applicable) and Section 20.04.

12.08 New Lease. In the event of the termination of this Lease as a result of Personal Defaults, Landlord shall, in addition to providing the notices of default and termination as required by Sections 12.05 and 12.06 hereof provide each Leasehold Mortgagee with written notice that the Lease has been terminated, together with a statement of all sums which would at that time be due under this Lease but for such termination, and of all other defaults, if any, then known to Landlord. Landlord agrees to enter into a new lease ("New Lease") of the Premises with such Leasehold Mortgagee or its designee meeting the requirements of Section 12.07(e) and (f) and Sections 12.16 and 20.04, and Article 18 (as applicable) for the remainder of the Term of this Lease, effective as of the date of termination, at the Rent and upon the terms, covenants and conditions of this Lease, provided:

(a) Such Leasehold Mortgagee shall make written request upon Landlord for such New Lease within sixty (60) days after the date such Leasehold Mortgagee receives Landlord's notice of termination of this Lease given pursuant to this Section 12.08.

(b) Such Leasehold Mortgagee or its designee shall pay or cause to be paid to Landlord at the time of the execution and delivery of such New Lease any and all sums which would at the time of execution and delivery thereof be due pursuant to this Lease but for such termination and, in addition thereto, all reasonable expenses, including reasonable attorney's fees, which Landlord shall have incurred by reason of such termination and the execution and delivery of the New Lease and which have not otherwise been received by Landlord from Tenant or any other party in interest under Tenant. In the event of a controversy as to the amount to be paid to

Landlord pursuant to this Section 12.08(b), the payment obligation shall be satisfied if Landlord shall be paid the amount not in controversy, and the Leasehold Mortgagee or its designee shall agree to pay any additional sum ultimately determined to be due plus interest at _____ and such obligation shall be adequately secured.

(c) Such Leasehold Mortgagee or its designee shall pay all sums due under the Lease (subject to the offset in Section 12.08(b) and agree to remedy any of Tenant's other defaults (other than Personal Defaults) of which said Leasehold Mortgagee was notified by Landlord's notice of termination within a reasonable period.

(d) Any New Lease made pursuant to this Section 12.08 shall be prior to any mortgage or other lien, charge or encumbrance on the fee of the Premises except Title Matters and matters created by, through or under Tenant, and the tenant under such New Lease shall have the same right, title and interest in and to the Premises and the buildings and improvements thereon as Tenant had under this Lease.

(e) If more than one Leasehold Mortgagee shall request a New Lease pursuant to this Section 12.08, Landlord shall enter into such New Lease with the Leasehold Mortgagee whose mortgage is prior in lien, or with the designee of such Leasehold Mortgagee. Landlord, without liability to Tenant or any Leasehold Mortgagee with an adverse claim, may rely upon a mortgagee title insurance policy issued by a responsible title insurance company doing business within the state in which the Premises are located as the basis for determining the appropriate Leasehold Mortgagee who is entitled to such New Lease.

12.09 Non-Curable Defaults. Nothing herein contained shall require any Leasehold Mortgagee or its designee as a condition to its exercise of right hereunder to cure any default specified in subsections (g), (h), (j), (k), (m) and (o) of Section 14.01 ("Personal Defaults") or any defaults ("Possession-Related Defaults") which require possession of the Premises (but only until the earlier to occur of possession of the Premises or a period reasonably necessary to obtain such possession) which are not reasonably susceptible of being cured by such Leasehold Mortgagee or its designee (collectively, "Non-Curable Defaults"), in order to comply with the provisions of Sections 12.05 and 12.06 of this Lease to the extent set forth therein.

12.10 Eminent Domain. Tenant's share, as provided by Article 17 of this Lease, of the proceeds awarded to Tenant arising from an exercise of the power of eminent domain shall, subject to the provisions of such Article 17, be disposed of as provided for by any Leasehold Mortgagee.

12.11 Casualty Losses. A standard mortgagee clause naming the Leasehold Mortgagee may be added to any and all insurance policies required to be carried by Tenant hereunder on condition that the insurance proceeds are to be applied in the manner specified in this Lease and the Leasehold Mortgagee shall so provide; except that the Leasehold Mortgagee may provide a manner for the disposition of such proceeds, if any, otherwise payable directly to Tenant (but

not such proceeds, if any, payable jointly to Landlord and Tenant or to be held in trust under this Lease) pursuant to the provisions of this Lease.

12.12 No Merger. So long as any Leasehold Mortgage is in existence, unless Leasehold Mortgagee shall otherwise expressly consent in writing, the fee title to the Premises and the leasehold estate of Tenant therein created by this Lease shall not merge but shall remain separate and distinct, notwithstanding the acquisition of said fee title and said leasehold estate by Landlord or by Tenant or by a third party, by purchase or otherwise.

12.13 No Other Liens. Except as permitted by the provisions of Section 12.02 hereof or Section 4.15 of the Redevelopment Agreement, Tenant shall not create or permit to be created or to exist or suffer to exist or remain any lien, encumbrance or charge (including but not limited to mechanics' or materialmen's liens or similar liens by reason of work, labor, services or materials supplied to Tenant or to anyone holding the Premises, the Theater Project or any parts thereof by, through or under Tenant), which might be or become a lien, encumbrance or charge upon or against the Premises or the Theater Project, or upon or against the Landlord's interest in and to the land constituting the Premises, or upon or against Tenant's leasehold interest therein; provided, however, that nothing in this Section contained shall be deemed to limit or restrict Tenant's rights under Section 12.11 or under any similar provisions of this Lease providing for the right of Tenant to contest by appropriate proceedings and in good faith the validity or amount of any tax, charge, lien or imposition upon or claimed upon or against the Premises or the Theater Project.

12.14 Contested Liens. Tenant shall not be deemed to be in default hereunder in the event any lien shall attach or shall exist which is prohibited by or which is contrary to or in violation of the provisions of this Lease: (a) if such lien shall arise as a matter of law, but the amount of said lien be not yet due and payable; or (b) if any such lien shall arise and Tenant shall continuously, diligently and in good faith contest the same, or the validity thereof, by appropriate legal proceedings which shall operate to prevent the foreclosure of any such lien, provided that Tenant shall give advance written notification to Landlord that it is the intent of Tenant to contest the validity or collection thereof and Tenant shall also comply with the further following provisions of this Section 12.14. In the event Tenant contests any such lien, Tenant shall give a satisfactory indemnity to Landlord or deposit with Landlord a letter of credit or cash reasonably satisfactory to Landlord in an amount equal to the amount of the claim or lien, plus such interest and penalties, court costs, or other charges as Landlord, any fee mortgagee or title insurer may reasonably estimate to be payable by Tenant at the conclusion of such litigation or is required to provide insurance over any potential lien. In the event such letter of credit or cash shall be so deposited, the same shall be held until such claim or other imposition shall have been released and discharged and shall thereupon be returned to Tenant, less any amounts expended by Landlord to procure such release or discharge, or any loss, cost, damage, reasonable attorneys' fees or expense incurred by Landlord by virtue of the contest of such lien.

12.15 Priority of Landlord's Title. Landlord shall at any time have the right, in its sole discretion, to file appropriate proceedings at law or in equity requesting a determination that any lien, charge or other encumbrance on the Premises or the Theater Project shall be subordinate to the interest of Landlord in the Premises or the Theater Project.

12.16 Restriction on Sale. Prior to and during the construction of the Theater Project by Tenant, in accordance with the terms and provisions of the Redevelopment Agreement, including, without limitation, Section 8.2, and this Lease, Tenant shall not, without the consent of Landlord, allow a Sale without the prior written consent of Landlord. Subsequent to the issuance of the Certificate by Landlord regarding the completion of the Theater Project until the expiration of the Term, there shall be no Sale by Tenant without the written consent of Landlord, which consent may be withheld in Landlord's sole discretion for any reason; Landlord may impose conditions in connection with any consent to such Sale as, it may deem appropriate.

In the event of a Sale as described herein, the Subsequent Developer who acquires an interest in the Lease and the Premises shall agree to operate the Theater Project in accordance with and otherwise comply with the terms and provisions of this Lease, including, without limitation, the public policy covenants and post-Certificate requirements described in Article 18 of the Lease.

ARTICLE 13. SURRENDER

13.01 Premises Revert to Landlord. Tenant, for itself and for its successors and assigns in, under and to this Lease and for its grantees, successors and assigns in, under and to the Premises and the Theater Project, expressly covenants and agrees with Landlord that upon the expiration of the Term by lapse of time or upon the earlier termination of this Lease for any reason whatsoever (except as a consequence of default hereunder by Landlord), including as a result of the occurrence of an Event of Default as more fully provided for in Article 14, the Premises and the Theater Project together with all right, title and interest of Tenant in and to all improvements, personal property and materials and supplies in the Premises and the Theater Project used in the maintenance or operation of the Premises and the Theater Project, shall be and become the property solely of Landlord, and Tenant shall have no further right, title or interest therein, and this Lease shall in such event constitute and effect a conveyance, transfer and assignment of the Premises and the Theater Project (including related improvements, and any personal property, materials and supplies), without the execution of any further instruments of conveyance, assignment or transfer by or on behalf of Tenant (it being understood that nothing contained in this Section 13.01 shall in any way modify or affect any of the provisions of Section 14.02). Notwithstanding the foregoing, Tenant covenants and agrees that it will promptly upon such termination of the Lease, execute a quitclaim deed and such other instruments of assignment, transfer and conveyance of the Premises and the Theater Project (including related improvements, and any personal property, materials and supplies) as may be reasonably necessary to further evidence and make of record the provisions of this Section

13.01, or to confirm by way of further assurance the provisions hereof and the title of Landlord as a result of such termination of Tenant's right, title and interest in the Premises and the Theater Project. Tenant covenants and agrees that at the time Landlord shall be entitled to obtain possession of the Premises and the Theater Project and related improvements and property upon termination of this Lease (whether by expiration of time or otherwise), Landlord shall acquire title to the Theater Project and the Premises free and clear of all liens, charges and encumbrances other than the liens of current taxes and assessments, if any, not in default, and such liens, charges or encumbrances to which the Premises at the time shall be subject in accordance with the terms and provisions of this Lease.

13.02 Landlord's Right to Possession. Upon the expiration of the Term by lapse of time or upon the earlier termination of this Lease for any reason whatsoever, including as the result of the occurrence of an Event of Default as more fully provided for in Article 14, and also in the event under any of the provisions of this Lease the right of Tenant to possession of the Premises and of the Theater Project has ceased and Landlord under the terms of this Lease has such right of possession even though the Term has not expired, Tenant shall and will surrender and deliver up the Theater Project (and its related improvements) and the Premises into the possession and use of Landlord immediately, and Tenant hereby acknowledges and agrees that Landlord shall have the right in any such event to enter into and upon said Premises and the Theater Project, to take possession thereof, with or without process of law, and the right to expel and remove Tenant, using such force as may reasonably be necessary, and such entry or possession shall not constitute a trespass or forcible entry or detainer.

ARTICLE 14. DEFAULTS AND REMEDIES

14.01 Events of Default. The occurrence of any one or more of the following events shall constitute an "Event of Default" hereunder:

- (a) If Tenant shall fail to pay any installment of rent required to be paid by Tenant when due under the provisions of this Lease and such default shall continue for ten (10) days after notice thereof by Landlord in writing to Tenant; or
- (b) If Tenant shall default in the payment as provided in this Lease of any sums required by the terms hereof to be paid by Tenant, and such default shall continue for twenty (20) days after notice thereof by Landlord in writing to Tenant; or
- (c) If Tenant fails to commence with the construction of the Theater Project on or before the date required by this Lease and the Redevelopment Agreement, as extended by reason of Force Majeure Delays; or

- (d) If Tenant fails to complete the Theater Project within the time period required by this Lease and the Redevelopment Agreement, as extended by reason of Force Majeure Delays; or
- (e) If Tenant shall default in the performance of any covenant, promise or agreement on the part of Tenant contained in this Lease (including, without limitation, Section 19.02) not otherwise specified in this Section 14.01 and such default shall continue for thirty (30) days after notice thereof in writing by Landlord to Tenant, or if such default or condition which gives rise thereto cannot with due diligence and good faith be cured within such thirty (30) day period, if Tenant shall not in good faith and within the period of thirty (30) days commence the curing of such default and pursue the curing of such default continuously and diligently and in good faith to the end that such default shall be cured within such minimum period in excess of thirty (30) days as may be reasonably necessary to cure such default through pursuing such cure promptly, diligently, continuously and in good faith; provided, however, that such additional period beyond thirty (30) days shall not apply to a default that creates a clear and present danger to persons or property or materially adversely affects Landlord's interest in the Premises or the Theater Project, or if the failure or default by Tenant is one for which Landlord (or any officer or employee or agent thereof) may be subject to fine or imprisonment; or
- (f) If Tenant shall suffer or permit any lien or encumbrance (other than as permitted pursuant to Article 12) to attach to the Premises or the leasehold interest of Tenant or the Theater Project and Tenant shall not discharge said lien or encumbrance within thirty (30) days, or within ten (10) days prior to any sale or disposition or forfeiture pursuant to such execution, whichever date shall first occur; or
- (g) If Tenant shall be declared bankrupt or insolvent or shall make an assignment of its property for the benefit of creditors; or
- (h) If Tenant shall consent to the appointment of a trustee or receiver of Tenant for any portion of the Premises or the Theater Project or its interest therein; or
- (i) If a trustee or receiver is appointed for Tenant or for its interest in the Premises or the Theater Project or any part thereof and such trustee or receiver shall not within sixty (60) days have been discharged, or Tenant has not within sixty (60) days taken appropriate action to secure a review of such appointment and to appeal therefrom and to stay the taking of possession by such trustee or receiver pending such review or appeal; or

- (j) If bankruptcy, reorganization, arrangement or liquidation proceedings or relief under any bankruptcy law or other law for the relief of debtors are instituted by or against Tenant, and if instituted against Tenant are consented to by it or are not dismissed within sixty (60) days after such institution; or
- (k) If Tenant shall default under the terms of any Leasehold Mortgage and such default continues beyond any applicable notice, grace and cure periods; or
- (l) If Tenant shall fail to carry all required insurance under Article 10 of this Lease or Section 14 of the Redevelopment Agreement and such failure continues for five (5) days after written notice by Landlord to Tenant; or
- (m) Any material misrepresentation (including by omission) made by Tenant in this Lease or by Tenant in Section 2.1 of the Redevelopment Agreement, or the Affidavit; or
- (n) If Tenant shall fail to comply with an order of a court of competent jurisdiction or proper order of a governmental agency within the required time period; and such act, event or failure has not been cured or corrected by the later to occur of (a) any cure period stated therein and (b) sixty (60) days after occurrence of the act, event or failure; or
- (o) If an event of default occurs under the Redevelopment Agreement or documents delivered by Tenant in connection therewith, taking into account any applicable grace and cure provisions.

14.02 Termination. Upon the occurrence of any Event of Default, Landlord may (except as otherwise provided in or as may result from the provisions of Section 12.04 and subject always to the provisions of said Section 12.04) at its option exercise any one or more or any combination or series of any one or more of the following remedies:

- (a) Irrespective of whether Landlord has previously availed itself of its remedies under Subsection 14.02(b), Landlord may at any time during the continuance of such Event of Default terminate this Lease and declare the Term ended by giving Tenant notice of such termination, stating the date upon which such termination shall take effect, which date shall not be earlier than ten (10) days from the date of Tenant's receipt of such notice, whereupon this Lease and the Term shall expire and terminate on the date specified in such notice and Landlord shall thereupon have the right without further notice and either with or without process of law to reenter the Premises and to remove Tenant and to repossesses the Premises and the Theater Project;

- (b) Landlord may at any time during the continuance of such Event of Default terminate the right to possession of the Premises and the Theater Project, and any part thereof, by Tenant and all persons or other entities claiming by, through or under Tenant, by giving Tenant notice of such termination of possession, stating the date upon which such termination shall take effect (which date shall not be earlier than ten (10) days from the date of Tenant's receipt of such notice), whereupon Tenant and all persons or other entities claiming by, through or under Tenant shall then quit and surrender the Premises and the Theater Project to Landlord, but Tenant shall remain liable hereunder;
- (c) Landlord may enforce the provisions of this Lease and may enforce and protect the rights of Landlord hereunder by suit or suits in equity or at law for the specific performance of any covenant or agreement herein contained or for the enforcement of any other appropriate, legal or equitable remedy; and
- (d) Landlord shall be entitled to recover from Tenant all the rent and other sums payable by Tenant or for which Tenant may be obligated for the period up to and including the date that this Lease expires or is sooner terminated, and any other actual damages which Landlord shall have sustained by reason of the breach of any of the terms, covenants, or conditions of this Lease.

14.03 Re-entry. Tenant agrees, upon receipt of notice of termination, to at once surrender possession of the Premises, the Theater Project and related improvements to Landlord. Tenant expressly waives (to the full extent permitted by law) the service of any other notice of intention to terminate this Lease or of the intention to re-enter which may be presently provided for by any statute or other law, or any future amendment or similar statute or law (so long as, in the case of a future amendment or statute or law, the remedies to be exercised by Landlord are not substantially different than remedies presently available to Landlord), and agrees that the occurrence of any Event of Default shall of itself, upon service of the notice above provided for, constitute a forcible detainer by Tenant of the Premises within the meaning of the statutes of the State of Illinois. No receipt of money by Landlord from Tenant after any termination, howsoever occurring, of this Lease shall reinstate, continue or extend the Term.

14.04 No Waiver. The specified remedies to which Landlord may resort under the terms of this Lease are cumulative and are not intended to be exclusive of any other remedies or means of redress to which Landlord may be lawfully entitled in case of any breach or threatened breach by Tenant of any provision of this Lease. The failure of Landlord to insist in any one or more cases upon the strict performance of any of the covenants of this Lease or right to approval or consent shall not be construed as a waiver or a relinquishment for the future application and enforcement of such covenant or right to approve or consent. In addition to the other remedies in this Lease provided, Landlord shall be entitled to the restraint by injunction of the violation, or attempted or threatened violation, of any of the covenants, conditions or provisions of this

Lease or to a decree compelling performance of any of the covenants, conditions or provisions of this Lease.

ARTICLE 15. INDEMNITY

Tenant agrees to indemnify, defend and hold Landlord, its agents and employees ("Indemnified Parties") harmless from and against any losses, costs, damages, liabilities, claims, suits, actions, causes of action and expenses (including, without limitation, attorneys' fees and court costs) suffered or incurred by Landlord (excepting those caused by the negligent acts of Landlord) from or in connection with: (i) the failure of Tenant to perform its obligations under the Lease; (ii) the failure of Tenant or any Contractor to pay contractors, subcontractors or materialmen in connection with the construction of the Theater Project, its re-construction in the event of damage or destruction, or the undertaking of any Alterations or Substantial Alterations provided for in Article 7; (iii) a material misrepresentation or omission in the Redevelopment Agreement or the Lease (or other document relating thereto) which is the result of information supplied or omitted by Tenant or by agents, employees, contractors or persons acting under the control or at the request of Tenant; (iv) any activity undertaken by Tenant at the Premises; and (v) any claim or cost relating to the soil and environmental condition of the Premises.

ARTICLE 16. HAZARDOUS SUBSTANCES

16.01 Defined Terms

(a) "Hazardous Material" shall mean asbestos, asbestos-containing materials, polychlorinated biphenyls (PCBs), petroleum products, (other than petroleum products that are normally contained in motor vehicles or on-site mechanical devices used in the ordinary course, to the extent such products are not released) and any other hazardous, special or toxic materials, wastes and substances including those that are defined, determined or identified as such in any Environmental Law.

(b) "Environmental Law" shall mean any federal, state or local law, statute, ordinance, code, rule, regulation, license, authorization, decision, order, injunction, which pertains to health, safety, any Hazardous Material, or the environment (including but not limited to ground or air or water or noise pollution or contamination, and underground or above-ground tanks) and shall include, without limitation, the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. Sec. 6901 et seq., as amended by the Hazardous and Solid Waste Amendments of 1984; the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. Sec. 9601 et seq. ("CERCLA"), as amended by the Superfund Amendments and Reauthorization Act of 1986 ("SARA"); the Hazardous Materials Transportation Act, 49 U.S.C., Sec. 1801 et seq.; the Federal Water Pollution Control Act, 33 U.S.C. Sec. 1251 et seq.; the Clean Air Act, 42 U.S.C. Sec. 7401 et seq.; the Toxic Substances

Control Act, 15 U.S.C. Sec. 2601 et seq.; the Safe Drinking Water Act, 42 U.S.C., Sec. 300f et seq.; the Illinois Environmental Protection Act, 415 ILCS 5/1 et seq.; the Municipal Code of the City of Chicago; and any other local, state or federal environmental statutes, and all rules, regulations, orders and decrees now or hereafter promulgated under any of the foregoing, as any of the foregoing now exist or may be changed or amended or come into effect in the future.

(c) "Environmental Claim" shall mean and include any demand, notice of violation, inquiry, cause of action, proceeding or suit for damages (including reasonable attorneys' and experts' fees), losses, injuries to person or property, damages to natural resources, fines, penalties, interest, cost recovery, compensation, or contribution resulting from or in any way arising in connection with any Hazardous Material or any Environmental Law.

(d) "Environmental Condition" shall mean the existence of any Hazardous Material on the Premises: (a) in violation of, or requiring cleanup under, any Environmental Law or the provisions of this Article 16; or (b) which subjects Landlord to liability for any Environmental Claim or which must be remediated to prevent Landlord from incurring liability as a result of such Environmental Claim.

(e) "Environmental Remediation" shall mean any investigative, cleanup, removal, containment, remedial or other action relating to an Environmental Condition: (a) required pursuant to any Environmental Law; or (b) necessary to prevent Landlord from incurring, or relieve Landlord from, liability as a result of an Environmental Claim.

16.02 Tenant's Covenants with Respect to Environmental Matters. During the Term, Tenant, at its sole cost and expense, shall:

(a) comply with all Environmental Laws relating to the use and operation of the Premises and in performance of Environmental Remediation;

(b) keep the Theater Project and the Premises free of Hazardous Materials, except as may be necessary in connection with the construction and maintenance of the Theater Project on the Premises, and shall generate, store, use and handle any Hazardous Materials on the Premises for these purposes in compliance with Environmental Laws;

(c) secure, maintain and comply with all permits required by applicable Environmental Laws in connection with the use of the Premises;

(d) arrange for the transportation and off-site disposal, in accordance with applicable Environmental Laws, of all Hazardous Materials generated at the Premises;

(e) in the case of an Environmental Condition:

- (1) promptly, but no later than three (3) business days after the discovery of an Environmental Condition, notify Landlord of the Environmental Condition;
- (2) furnish a letter of credit, personal guaranty, escrow of funds or other security reasonably acceptable to Landlord to secure performance of Environmental Remediation and to assure Landlord that all necessary funds are readily available to Landlord to pay the costs and expenses of Environmental Remediation;
- (3) submit to Landlord for review and approval prior to commencement of any Environmental Remediation, a proposed scope of work and timetable therefor, and provide Landlord with a cost estimate for same;
- (4) diligently perform Environmental Remediation, as approved by Landlord;
- (5) submit to Landlord in a timely manner for review and comment the documentation and information required by Section 16.03 relating to Environmental Remediation, including proof satisfactory to Landlord at the conclusion of the work of proper implementation; and
- (6) comply with applicable release reporting requirements and provide Landlord with any information necessary to comply.

16.03 Copies of Notices.

During the Term, Tenant and Landlord shall each provide the other promptly with copies of all summons, citations, directives, information inquiries or requests, notices of potential responsibility, notices of violation or deficiency, orders or decrees, Environmental Claims, complaints, investigations, judgments, letters, notices of environmental liens or response actions in progress, and other communications, written or oral, actual or threatened, received in the case of Tenant, by Tenant or any occupant of the Premises, or in the case of Landlord, by Landlord, from the United States Environmental Protection Agency, Occupational Safety and Health Administration, Illinois Environmental Protection Agency, or other federal, state or local agency or authority, or any other entity or individual (including both governmental and non-governmental entities and individuals), concerning (a) any actual or alleged release of a Hazardous Material on, to or from the Premises; (b) the imposition of any lien on the Premises relating to any Hazardous Material; (c) any actual or alleged violation of or responsibility under Environmental Laws; or (d) any actual or alleged liability under any theory of common law tort or toxic tort, including without limitation, negligence, trespass, nuisance, strict liability or ultrahazardous activity.

ARTICLE 17. CONDEMNATION

17.01 Procedure. In the event that at any time during the Term of this Lease, all or a portion of the Premises, and the Theater Project, or all access thereto, or Tenant's entire leasehold interest in all or a portion of the Premises pursuant to this Lease, is taken or damaged by the exercise of power of eminent domain by any condemning authority ("Condemnation Proceedings), then (whether or not this Lease terminates by operation of law upon the exercise of such power), the share of any award resulting to Landlord or Tenant for the taking of their respective interests in and to the Premises and Theater Project or damages resulting to their respective interests by reason of the exercise of such power of eminent domain, shall be separately determined by the court having jurisdiction, not by the jury, and separate judgments with respect to such damages to Landlord or Tenant, respectively, and to each of their respective interests, shall thereafter be made and entered. Landlord and Tenant shall make such requests and petitions to the court as are consistent with the foregoing procedure.

17.02 Total Taking. In the event that: (a) all of the Premises and Theater Project are sought to be taken by the exercise of the power of eminent domain; or (b) under the threat of condemnation, all of the Premises and Theater Project are conveyed to a condemning authority pursuant to an agreement between Landlord and Tenant or mortgagee and such condemning authority; or (c) a portion of the Premises and Theater Project are taken by eminent domain or conveyed as aforesaid under threat of condemnation and the remainder of the Premises and Theater Project are not capable of being restored to a condition as may be reasonably required to fulfill the extent and purpose of this Lease; or (d) all of the Premises and Theater Project are taken by the exercise of the power of eminent domain for occupancy by a condemning authority for a temporary period and such temporary period extends beyond the date of the termination of this Lease; this Lease shall terminate effective upon the date that the condemning authority legally acquires the right of possession to the Premises and Theater Project. In the event of termination of this Lease as aforesaid, Rent, impositions and any other sum or sums of money and other charge whatsoever provided in this Lease to be paid by Tenant shall be paid by Tenant up to the date of such termination. The amount of compensation and damages resulting to Landlord and Tenant respectively, and to their respective interests in and to the Premises and the Theater Project and in and to and in connection with this Lease in the event of termination of this Lease as aforesaid shall be determined in accordance with the provisions of Section 17.01.

In the event of a taking of the Premises and Theater Project described in this Section 15.02 and the termination of the Lease as aforesaid, the entire award shall be disbursed as follows:

(a) Landlord shall first be paid that portion of the award which represents the value of Landlord's interest in the Premises, Theater Project and related improvements.

(b) The balance of any such award shall then be paid to Tenant after first deducting the following items (1) and (2):

- (1) The amount of Rent and any other amount due and owing up to the date the condemning authority legally takes possession of the Premises and Project, which shall be paid to Landlord; and
- (2) All impositions which under the terms of this Lease are provided to be paid by Tenant, which shall either be paid to Landlord to be used for the intended purpose or shall be applied directly to the payment of such impositions.

17.03 Partial Taking. In the event that less than the entire Premises and Theater Project and access thereto or Tenant's leasehold interest in less than the entire Premises and Theater Project and access thereto is taken permanently by the exercise of the power of eminent domain, and if the remainder of the Premises and Theater Project are capable of being restored to a condition reasonably required to fulfill the intent and purpose of this Lease, then in such event, this Lease shall not terminate but shall remain in full force and effect and Tenant shall continue to perform and observe all of the obligations of Tenant hereunder, including the obligations to pay Rent and impositions as provided herein and restore the Premises and Theater Project to a condition required to fulfill the interests and purpose of this Lease.

In the event of such partial taking, Landlord shall first be paid that portion of the award which represents the value of its interest in and to the Premises and Theater Project as may have been taken as a result of such partial taking. Next, Tenant shall first be paid an amount of any award in trust sufficient to undertake the complete restoration of the Premises and Theater Project as may be necessary as a result of such partial taking, after deducting therefrom and paying to or applying for the benefit of the Landlord the amounts set forth in subparagraphs (1) and (2) in Section 17.02. Tenant shall be entitled to receive and retain any balance remaining of such award made as a result of such partial taking. If the proceeds are insufficient to complete restoration of the Premises and Theater Project, Tenant shall nevertheless perform such restoration at its cost, in accordance with the provisions of Article 6 of this Lease.

17.04 Temporary Taking. If the temporary use of the whole or any part of the Premises and the Project shall be taken by Condemnation Proceedings as hereinabove referred to for a period which does not extend beyond the Term of this Lease, this Lease shall not terminate by reason thereof and Tenant shall continue to pay in full the Rent, impositions and other charges herein provided to be paid or assumed or reimbursed by Tenant, and, except only to the extent that Tenant is prevented from so doing by reason of any order of the condemning authority, Tenant shall continue to perform and observe all of the covenants, conditions and obligations hereof which are herein provided to be observed or performed by Tenant, all to the same extent and with the same force and effect as if such temporary use or taking had not occurred. Any award for such temporary taking, whether paid or by way of damages, rent or otherwise shall be received, held and disbursed in the manner following:

- (1) An amount equal to the sum of (x) the Rent for the entire period of such temporary use or taking, plus (y) the estimated amount of the impositions for such period (computed on the basis of the most recently ascertainable information) shall be deposited with an escrow trustee acceptable to Landlord and shall be from time to time applied to the payment of Rent and impositions as the same from time to time become due and payable.
- (2) The amount jointly agreed upon by Landlord and Tenant as the estimated amount required to be expended upon the termination of such temporary use or occupancy to restore the Theater Project as nearly as may be reasonably possible to the condition in which same was immediately prior to such taking, shall be reserved and shall be used and available for use for such purposes (and if no agreement is reached, then Landlord may deduct and retain an amount reasonably estimated by Landlord); and
- (3) The remainder shall be paid over to and become the property of Tenant; however, the amount of any Rent or other charges then owing by Tenant to Landlord under the provisions of this Lease, together with all unpaid impositions, and the amount so deducted shall be paid to or upon the order of Landlord.

17.05 Taking Upon Possession. The Premises and the Theater Project or any part thereof shall be deemed to be taken by Condemnation Proceedings within the meaning of the foregoing provisions upon the transfer of possession thereof to the condemning authority; provided, however any valuation of the Landlord's or Tenant's interests shall be as of the date of the filing of Condemnation Proceedings.

17.06 No Restriction. Nothing in this Lease or the existence of this Lease shall be construed to restrict or in any way interfere with the exercise of eminent domain by the City of Chicago.

17.07 Taking of Tenant's Entire Leasehold Interest. In the event of a taking of Tenant's entire leasehold interest whether or not there is a taking of the underlying fee interest, the value of such leasehold interest shall be the difference between the fair cash rental value of the Premises as improved and the Rent reserved under this Lease and including payment of impositions, discounted for the present value.

ARTICLE 18. EMPLOYMENT OPPORTUNITY OBLIGATIONS

During the construction of the Theater Project by Tenant, Tenant and its Contractors shall fully comply with the terms and provisions of Section VI of the Redevelopment Agreement concerning employment opportunity obligations, including, without limitation, the

general employment obligations described in subsection 6.1 of the Redevelopment Agreement, the Chicago resident employment obligations described in subsection 6.2 therein, and the MBE/WBE obligations described in subsection 6.3 therein, all of which shall be deemed to be incorporated herein by reference as it set forth herein. During the entire Term of the Lease, the provisions of subsection 6.1 of the Redevelopment Agreement shall remain applicable. In addition, during the construction of the Theater Project, Tenant shall require that all Contractors and subcontractors comply with the provisions described in Section 4.8(d) of the Redevelopment Agreement, including, without limitation, compliance with the Prevailing Wage Act of Illinois, 820 ILCS 130/1 et seq. (1993).

ARTICLE 19. PUBLIC POLICY COVENANTS AND POST-CERTIFICATE REQUIREMENTS

19.01 Tenant's Public Policy Covenants. Tenant shall not discriminate based upon race, color, religion, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military status, parental status or source of income in the use or occupancy of the Theater Project or the Premises or any part thereof. In addition, Tenant agrees that it shall comply with any and all federal, state and local laws, rules and regulations with regard to accessibility standards for the physically disabled, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. 12101, et seq. (1990) and 47 U.S.C. 152, 221, 225 and 611 (1990), the Illinois Environmental Barriers Act, 410 ILCS 25/1, et seq. (1992) and the Illinois Accessibility Code, 71 Ill. Admin. Code Ch. 1, subch. B, Sec. 400.100, et seq. (1988). The undertakings of the Tenant described in this subsection 19.01 are sometimes referred to herein as "Public Covenants".

19.02 Use And Performance Requirements. From the period commencing with the issuance of the Certificate by the DPD and for the entire Term, Tenant shall be obligated to comply with the following requirements and obligations with regard to the operation of Tenant of the Theater Project and its occupancy of the Premises (collectively, the "Use and Performance Covenants"):

- (a) **Maintenance of the Facade of the Harris and Selwyn Theaters.** Tenant shall maintain the facade of the Harris and Selwyn Theaters in accordance with the terms and conditions of the Theater Landmarks Ordinance, the Lease, and the Redevelopment Agreement and maintain the insurance regarding such facades described in Article 10 of this Lease and Section 14 of the Redevelopment Agreement. Exterior streetscaping and signage shall be governed by applicable zoning, including, without limitation, the Planned Development Ordinance affecting the Theater Parcel.
- (b) **Use of "Goodman Theatre".** During the Term, Tenant covenants to Landlord that it shall, unless otherwise approved by the Commissioner of the DPD, use on

a continuous basis the name "Goodman Theatre" in any business, advertisement, promotional event or any other reference whatsoever with respect to the operation of the Theater Project.

- (c) **First Performance.** Tenant shall stage the first live theatrical performance at the Goodman Theatre within ninety (90) days following the issuance of the Certificate for the Theater Project.
- (d) **Continuous Operation.** Tenant covenants to Landlord that it shall utilize the Theater Project consisting of the "new" Goodman Theatre for the presentation of live theatrical, cultural and entertainment events on a continual basis. In such regard, Tenant covenants to Landlord that in no event shall the Theater Project be "dark" and not utilized more than an average of twelve (12) weeks per year in any "rolling" three (3) year period; provided, further, that in no event shall the Theater Project be "dark" and not utilized for a period in excess of eighteen (18) weeks during any single twelve (12) month period.
- (e) **Amusement Taxes.** Tenant agrees that it shall be subject, if and when applicable to Tenant, to the City's Amusement Tax Ordinance, Section 4-156-020, Municipal Code of Chicago, or other such ordinance.

19.03 Employment, Creation and Retention. Upon the issuance of the Certificate for the Theater Project by the DPD and the commencement of the operation of the "Goodman Theatre" by Tenant, until the expiration of the Term, Tenant shall be obligated to create and maintain at least one hundred seven (107) full time permanent jobs and thirty (30) part time jobs, each directly related to the operation of the Theater Project; however, Tenant anticipates that the actual number of job hires on an annual basis will exceed the job hire projections described in this Section 19.03.

19.04 Agreement To Provide Assistance To The Chicago School Reform Board Of Trustees and To Undertake Community Programs. Tenant and Landlord have entered into that certain Agreement to Provide Assistance to the Chicago School Reform Board of Trustees and to Undertake Community Programs with Landlord dated _____, 1997, substantially in the form attached hereto as Exhibit B, whereby Tenant shall, inter alia, make its theatrical resources available to the Chicago School Reform Board of Trustees and to undertake community programs. Said efforts must be contributed by Tenant during the term specified in such document.

19.06 Status Reports. Tenant shall provide the Landlord with quarterly status reports (due on the first (1st) business day of each calendar quarter commencing with _____, 19____) describing in sufficient detail Tenant's compliance with Tenant's Public Policy Covenants, Use and Performance Covenants, the Public Benefits Program and the Agreement to Provide Assistance to the Chicago School Reform Board of Trustees.

ARTICLE 20. MISCELLANEOUS PROVISIONS

20.01 Entire Agreement. Except as otherwise provided herein, the Redevelopment Agreement and Lease including the exhibits and documents incorporated by reference into such documents, contains the entire agreement of the parties with respect to the Theater Project, and supersedes all prior agreements, negotiations and discussions with respect thereto, and shall not be modified, amended or changed in any manner whatsoever except by mutual consent of the parties as reflected by written instrument executed by the parties hereto. Notwithstanding the foregoing, it is agreed that no material amendment or change shall be made or be effective unless ratified or authorized by an ordinance duly adopted by the City Council of the City. The term "material" for the purpose of this subsection 20.01 shall be defined as any deviation from the terms and provisions of the Redevelopment Agreement and the Lease which operates to cancel or otherwise reduce any developmental or construction obligation of Tenant by more than five percent (5%) or materially changes the Premises or character of the Theater Project or any activities undertaken by Tenant affecting the Premises, the Theater Project, or both, or increases any time agreed for performance by either party by more than ninety (90) days.

20.02 Severability. If any term or provision of this Lease or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

20.03 Choice of Law. This Lease shall be construed and enforced in accordance with the laws of the State of Illinois.

20.04 Conflict of Interest. Tenant represents and warrants that no member of the governing body of the City of Chicago or other unit of government and no other officer, employee or agent of the City of Chicago or other unit of government who exercises any functions or responsibilities in connection with the Lease or carrying out of the Theater Project has any personal interest, direct or indirect, in the Lease or the Theater Project. Tenant further covenants that: (1) no member of the governing body of the City of Chicago and no officer, employee or agent of the City of Chicago or other unit of government exercising any functions or responsibilities in connection with the Theater Project or the Lease shall acquire any personal, financial or economic interest, direct or indirect, in Tenant, the Theater Project or this Lease, and (2) no member of or delegate to the Congress of the United States or the Illinois General Assembly and no alderman of the City of Chicago or employee of the City of Chicago shall be admitted to any share or part of this Lease or any financial benefit to arise from it. This Lease is subject to and Tenant shall comply with all requirements of and avoid engaging in any acts or conduct which would result in or entice any third party to commit a violation of Chapter 2-156 of the Code.

20.05 Survival. All representations and warranties contained in the Redevelopment Agreement and this Lease are made as of the execution date of the Lease and the execution, delivery and acceptance hereof by the parties shall not constitute a waiver of rights arising by reasons of any misrepresentation.

20.06 Disclaimer. No provision of the Lease nor any act of Landlord, shall be deemed or construed by any of the parties, or by third persons, to create any relationship of third-party beneficiary, or of principal or agent, or of limited or general partnership, or of joint venture, or of any association or relationship involving the Landlord.

20.07 Notices. Any notice called for herein shall be in writing and shall be mailed postage prepaid by registered or certified mail with return receipt requested, or hand delivered and receipted, as follows:

If to Landlord: Commissioner
Department of Planning and Development
Room 1000, City Hall
121 North LaSalle Street
Chicago, Illinois 60602

with a copy to: Corporation Counsel
City of Chicago
Room 511, City Hall
121 North LaSalle Street
Chicago, Illinois 60602
Attn: Real Estate & Land Use Division

If to Tenant: The Chicago Theatre Group
c/o Goodman Theatre
200 South Columbus Drive
Chicago, Illinois 60602
Attn: Chairman

and: John J. Gearen
Mayer, Brown & Platt
190 South LaSalle Street
Chicago, Illinois 60603

Notices are deemed to have been received by the parties three (3) days after mailing. The parties, by notice given hereunder, may designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

20.08 Headings. The headings of the various sections and subsections of the Lease have been inserted for convenient reference only and shall not in any manner be construed as modifying, amending or affecting in any way the express terms and provisions hereof.

20.09 No Third Party Beneficiary. The approvals given by Landlord pursuant to the Lease and the Certificate when issued by the Landlord shall be only for the benefit of Tenant, the Leasehold Mortgagee or other lien holder permitted by the terms of the Lease or the Redevelopment Agreement, and their successors in interest in the Premises and no other person or party may assert against Landlord or claim the benefit of such approval or certificate.

20.10 Successors and Assigns. The terms of the Lease shall be binding upon the Landlord, its successors and assigns, and Tenant and its legal representatives, successors and assigns.

20.11 Counterparts. The Lease shall be executed in triplicate, each of which shall constitute an original instrument.

20.12 Certificates Regarding Status of Lease.

(a) Tenant Certificates. Tenant agrees at any time and from time to time upon not less than ten (10) days prior request by Landlord to execute, acknowledge and delivery to Landlord a statement in writing certifying that this Lease is unmodified and in full force and effect (or if there have been modifications that he same is in full force and effect as modified and stating the modifications), and the date to which the Rent and impositions have been paid, stating whether or not, to the best knowledge of Tenant, Landlord is in default in the observance or performance of any covenant, agreement or condition contained in this Lease, and if so, specifying each such default of which the signer may have knowledge. Any such statements delivered pursuant to this Section may be relied upon by Landlord, or any existing mortgagee, prospective purchaser, transferee, assignee or mortgagee of the Premises or any part.

(b) Landlord Certificates. Landlord agrees at any time and from time to time, upon not less than ten (10) days prior request by Tenant in connection with a proposed financing or assignment, to execute, acknowledge and deliver to Tenant a statement in writing signed by the Commissioner of the DPD certifying that this Lease is unmodified and in full force and effect (or if there have been modifications that the same is in full force and effect as modified and stating the modifications), and the date to which the Rent has been paid, and stating whether or not to the best knowledge of the signer of such certificate Landlord has delivered a notice of default under Article 14 (which default has not been cured or corrected), it being intended that any such statement delivered pursuant to this Section may be relied upon by any permitted prospective purchaser, transferee, assignee or mortgagee of the leasehold estate identified in the request.

20.13 Covenants to Run With the Land. All the covenants, agreements, stipulations, provisions, conditions and obligations herein expressed and set forth shall be considered as running with the land and shall extend to, bind and inure to the benefit of, as the case may require, the heirs, executors, administrators, successors and assigns of Landlord and Tenant respectively (except as otherwise expressly provided herein or in the Redevelopment Agreement) as fully as if such words were written whenever reference to Landlord and Tenant occur in this Lease.

20.14 Short Form Lease. Upon the execution and delivery of this Lease, Landlord and Tenant agree to execute and deliver a short form lease in the form attached hereto as Exhibit C, which the parties shall record in the Office of the Recorder of Deeds of Cook County, Illinois. To the extent that changes are made to this Lease with respect to the term or other material matters set forth in the recorded memorandum of lease, Landlord and Tenant agree to execute, deliver and record an amendment to the recorded short form lease reflecting such changes. Landlord and Tenant agree not to record the Lease itself. Upon expiration or termination of this Lease or Tenant's possession hereunder, or within fifteen (15) days thereafter, Tenant shall execute and deliver to Landlord a quit claim deed in recordable form or other release or other instrument reasonably required by Landlord or its title insurer to evidence such expiration or termination.

IN WITNESS WHEREOF, the parties hereto have executed or caused the Lease to be executed, all as of the date first written above.

CITY OF CHICAGO,
a municipal corporation

THE CHICAGO THEATRE GROUP,
an Illinois not for profit corporation

By: _____
Christopher R. Hill
Commissioner of Planning
and Development

By: _____
Sondra Healy, Chairman

Attest: _____, Secretary

[(Sub)Exhibit "C" referred to in this Ground Lease (Theater Project)
unavailable at time of printing.]

[(Sub)Exhibit "A" referred to in this Ground Lease (Theater Project) constitutes (Sub)Exhibit "A" to the Amended and Restated Redevelopment Agreement and is printed on page 54500 of this Journal.]

[(Sub)Exhibit "B" referred to in this Ground Lease (Theater Project) constitutes (Sub)Exhibit "K" to the Amended and Restated Redevelopment Agreement and is printed on pages 54609 through 54620 of this Journal.]

*Exhibit "C".**Ground Lease.*
(Restaurant Retail Project)

This Ground Lease ("Lease") is executed and entered into as of this _____ day of _____, 1997 ("Commencement Date") by and between the City of Chicago, an Illinois municipal corporation, acting through its Department of Planning and Development ("DPD"), as landlord ("Landlord"), and the Chicago Theatre Group d/b/a The Goodman Theatre, an Illinois not-for-profit corporation, as tenant ("Tenant").

RECITALS

Landlord is the owner in fee simple of certain real estate situated at the northwest corner of North Dearborn Street and West Randolph Street in Chicago, Illinois ("Restaurant/Retail Parcel"), consisting of approximately 12,500 square feet and which is legally described on Exhibit A attached hereto and made a part hereof.

The Restaurant/Retail Parcel currently is improved with part of a four story parking garage known as the "Garrick Garage". The Restaurant/Retail Parcel also includes vacant property on part of the former Woods Theater site.

Pursuant to the terms of the certain "Amended and Restated Block 35, Central Loop Project Redevelopment Agreement, the Chicago Theatre Group d/b/a the Goodman Theatre" between Landlord and Tenant dated as of _____, 1997 ("Redevelopment Agreement") and as provided herein in this Lease, Tenant or its Subtenant (as defined below) shall redevelop the Restaurant/Retail Parcel with a five-story building and basement, first class, restaurant/retail facility with limited office uses for arts-related entities or administrative offices for Tenant or restaurant/retail tenants occupying space at the Restaurant/Retail Parcel (collectively, the "Restaurant Retail Project").

The development and operation of the Restaurant/Retail Project by Tenant or its Subtenant shall be complementary to and compatible with the development and operation of the Theater Project by Tenant, which Theater Project shall be located to the north of and adjoining the Restaurant Retail Project.

Landlord and Tenant acknowledge that the construction and operation of the Restaurant/Retail Project is vital to the economic health and welfare of the City of Chicago, and that Landlord has the right under this Lease to monitor Tenant's performance of its covenants and agreements as described in this Lease.

Landlord desires by this Lease to lease the Restaurant/Retail Parcel, together with all appurtenances thereto, and any existing improvements owned by Landlord ("Premises") to Tenant for the purposes and uses herein stated and subject to the terms and conditions contained herein.

TERMS, COVENANTS, AND CONDITIONS

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions hereinafter set forth, Landlord and Tenant agree as follows:

ARTICLE 1. DEFINITIONS AND INTERPRETATIONS

1.01 Definitions. As used in this Lease, the following words and phrases shall have the meanings set forth below:

Affidavit: Those certain affidavits executed and delivered by Tenant and Subtenant as required by Landlord and consisting of an Economic Disclosure Statement, Anti-Scofflaw Affidavit, Certification Regarding Lobbying and any other customary affidavit or certification required by the Landlord in connection with the Redevelopment Agreement and the Lease.

Affiliate: Any person or entity directly or indirectly controlling, controlled by or under common control of or in partnership or in other active business with Tenant.

Block 35: That certain block located in the Central Loop Redevelopment Area bounded on the west by North Clark Street, on the east by North Dearborn Street, on the south by West Randolph Street, and on the north by West Lake Street.

Certificate: The certificate of completion to be issued by Landlord upon completion of the Restaurant/Retail Project in accordance with the terms and provisions of the Redevelopment Agreement.

Code: The Municipal Code of Chicago, as amended from time to time.

Commencement Date: The execution date of this Lease by the parties as shown on page 1 hereof.

Commissioner: The Commissioner of Planning and Development of the City of Chicago.

Condemnation Proceedings: as defined in Section 17.01.

DPD: The Department of Planning and Development of the City of Chicago, and any successor agency thereto.

Emergency Situation: A situation which has caused or is imminently likely to cause bodily injury to persons, substantial contamination of or physical damage to the Premises or adjoining property or substantial economic liability or criminal jeopardy to Landlord.

Environmental Claim: As defined in Section 16.01(c).

Environmental Condition: As defined in Section 16.01(d).

Environmental Law: As defined in Section 16.01(b).

Environmental Remediation: As defined in Section 16.01(e).

Event of Default: As defined in Section 14.01.

Force Majeure Delay: Delay, to the extent caused by events or conditions beyond the reasonable control of Tenant, caused by material damage or destruction by fire or other casualty, strike (except affecting only the Premises), delay in transportation of a required material not normally anticipatable, shortage of a required material not normally anticipatable, unusually adverse weather condition such as, without limitation, severe rain storm or storms, below freezing temperatures of abnormal degree or quantity for an abnormal duration, and also including, but not limited to, tornadoes, war, civil strife and other like or similar events or conditions beyond the reasonable control of Tenant; provided, however, that notice is given by the party in question to the other party of such Force Majeure Delay within twenty (20) days of the occurrence of the event giving rise to a Force Majeure Delay; provided, further, that any excuse for performance given is for only the actual period of the Force Majeure Delay.

Hazardous Material: As defined in Section 16.01(a).

Indemnified Parties: As defined in Article 15.

Landlord: The City of Chicago, an Illinois municipal corporation.

Leasehold Mortgage: As defined in Section 12.02.

Leasehold Mortgagee: As defined in Section 12.03(F).

Premises: As defined in the Recitals.

Public Benefits Agreement: That certain agreement to be entered into Landlord and Tenant in connection with the Redevelopment Agreement, substantially in the form attached hereto as Exhibit B.

Redevelopment Agreement: That certain agreement as defined in the Recitals.

Restaurant/Retail Parcel: Those certain parcels of land located on Block 35 and legally described on Exhibit A attached hereto.

Restaurant/Retail Project: As defined in the Recitals.

Restoration: As defined in Section 7.05(a).

Sale: (A) a sale, assignment, transfer or other conveyance of any of Tenant's interest under this Lease or in the Premises ; or (B) execution and delivery of a contract to convey any of Tenant's interest under this Lease or in the Premises upon payment of part or all of the purchase price which is accompanied by a transfer of possession and the risks and benefits of ownership to the purchaser; or (C) a taking by eminent domain of any of Tenant's interest under this Lease or any part of the Premises; or (D) a transaction or series of related transactions involving Tenant which has the economic equivalence to the owners of interests in Tenant as a transaction described as a Sale, regardless of the form of such transaction, whether by sales of direct or indirect interests in Tenant or sales of assets by an entity which owns Tenant's interest under this Lease or in any part of the Premises or other property. A Sale shall not include a transfer upon foreclosure of a Leasehold Mortgage or deed in lieu of foreclosure.

Sublease: That certain sublease of Tenant's leasehold interest in the Premises and the Restaurant/Retail Project to Subtenant, as provided for in Section 2.04 below.

Subsequent Developer: That certain entity or entities which shall develop and/or acquire the Restaurant/Retail Parcel from Landlord in the event of a default under the Redevelopment Agreement or breach of the Lease by Tenant as more specifically described in subsection 5.3(d) of the Redevelopment Agreement and Section 12.20 of the Lease.

Substantial Alteration: As defined in Section 7.07.

Subtenant: An entity approved by the Commissioner comprised of Tenant and other parties that shall develop and operate the Restaurant/Retail Project pursuant to the Sublease.

Term: As defined in Section 2.02.

Theater Project: As described in the Recitals.

Title Matters: Defects, liens (whether or not inchoate), covenants, restrictions, conditions, easements, encumbrances and other matters affecting title to the Restaurant/Retail Parcel or use and occupancy of the Premises, including the Permitted Exceptions as are listed as Exhibit B to the Redevelopment Agreement, and any law, ordinance or governmental regulation restricting, regulating or prohibiting the occupancy, use and enjoyment of the land or regulating the character, dimensions or location of improvements (or the effect of its violation).

1.02 Construing Various Words and Phases. Wherever this Lease provides that a party may perform any act or do anything, it shall be construed that the party may, but shall not be obligated to, so perform or so do. The following words and phrases shall be construed as

follows: (a) "At any time" shall be construed as "at any time or from time to time"; (ii) "any" shall be construed as "any and all"; (iii) "including" shall be construed as "including but not limited to"; (iv) "will" and "shall" shall each be construed as mandatory; (v) "herein", "hereof", "hereunder", "hereinafter" and words of similar import shall refer to this Lease as a whole and not to any particular Section or Subsection. Except as otherwise specifically indicated, all references to Article, Section and Subsection numbers or letters shall refer to Articles, Sections and Subsections of this Lease. Forms of words in the singular, plural, masculine, feminine or neuter shall be construed to include the other forms as the context may require. Captions and the index are used in this Lease for convenience only and shall not be used to construe the meaning of any part of this Lease.

ARTICLE 2. PREMISES

2.01 Demise of Premises. Landlord, for and in consideration of the rents reserved under this Lease and of the agreements and covenants of Tenant under this Lease, hereby leases to Tenant the Premises. It is acknowledged and agreed that, subsequent to the Commencement Date, Landlord will use its best efforts to acquire fee simple title to the Strip as well as all of the reversionary rights to that certain north-south alley located to the west of and adjacent to the Strip ("Alley") and that certain east/west alley located on Block 35 known as Couch Place. Upon the acquisition of the Strip and the reversionary rights to the Alley and Couch Place, Landlord shall take all appropriate steps to seek the vacation of the Alley and Couch Place. The parties agree that upon such vacation, the Strip and the vacated Alley and Couch Place shall become part of the Premises, and the legal description of the Premises shall thereupon automatically be deemed amended to include said land. Upon request of Tenant, Landlord and Tenant shall execute such documents as may be reasonably necessary or required in connection with such amendment of the legal description of the Premises.

In the event that Landlord is unsuccessful in acquiring the Strip and/or the reversionary rights in the Alley and Couch Place, Landlord shall deliver written notice of such to Tenant. Within twenty (20) days following receipt of such notice, Tenant, at its option, may terminate the Redevelopment Agreement and the Lease by written notice to Landlord and the parties shall be under no further obligation to each other. If, however, the Landlord does not receive written notice of termination from Tenant within such twenty (20) day period, this Lease shall be deemed to remain in full force and effect.

2.02 Term; Possession of Premises. The term of this Lease ("Term") shall commence as of the Commencement Date and terminate at 12:59 p.m. on the day before the ninety-ninth (99th) anniversary of the Commencement Date (unless terminated sooner as provided in this Lease), on the condition that Tenant shall pay Rent to Landlord and otherwise comply with the terms, covenants and condition as set forth in this Lease. Possession to the Premises will be delivered to Tenant by Landlord upon the occurrence of the events described in Section 3.3 (a) of the Redevelopment Agreement, namely:

- (1) approval by the DPD of Restaurant/Retail Design Plans; and
- (2) approval by the DPD of a revised Schedule for the Restaurant/Retail Project; and
- (3) approval by the DPD of Tenant's Budget; and
- (4) approval by the DPD of the Loan Agreement or other financing; and
- (5) passage by the City Council of the City of Chicago of an amendment to the Planned Development Ordinance affecting the Premises; and
- (6) the obtaining by Tenant of insurance policies insuring the Premises.

2.03 Condition of Premises. Landlord demises the Premises to Tenant in "as is" condition with no warranty, express or implied, by Landlord as to the condition of the soil, its geology, or the presence of known or unknown faults, or to the physical condition of any improvements located on the Premises, it being acknowledged that, pursuant to the Redevelopment Agreement, prior to Tenant's entering into possession of the Premises as provided for in Section 2.02, Landlord shall have caused the demolition of the Garrick Garage to grade. It shall be the responsibility of Tenant to investigate and determine the soil and environmental condition existing on the Premises. If the soil or environmental conditions are not in all respects suitable for Tenant's proposed use or uses of the Premises, it shall be Tenant's sole responsibility and obligation to take such action as may be necessary to place the soil and environmental condition of the Premises in a condition suitable for the Restaurant/Retail Project.

2.04 Sublease. Pursuant to the terms and conditions of this Lease, Tenant shall have the right to sublease its leasehold interest in the Premises to Subtenant pursuant to a sublease ("Sublease") for a term not to exceed fifty (50) years. Rent shall be paid by Subtenant in accordance with the rent provisions described in Article 3. The terms of the Sublease shall be approved by Landlord and shall conform to the terms and conditions of this Lease, including the requirement that the use and design parameters for the Restaurant/Retail Project conform to the requirements of Subsection 4.2(b) of the Redevelopment Agreement. The Sublease may also include provisions permitting Subtenant to lease space in the Premises; provided, however, office space may only be rented to arts-related entities, to Tenant, or to restaurant or retail tenants occupying space at the Premises. In the event that a conflict arises between the terms and conditions of this Lease and the Sublease, the terms and conditions of this Lease shall prevail and be controlling. In the event that Tenant fails to enter into a Sublease acceptable to the Commissioner within six (6) months following the execution date of the Redevelopment Agreement, all right of Tenant regarding this Lease (including the right to enter into a Sublease) shall terminate, and the parties shall have no further obligation to the other.

ARTICLE 3. RENT

3.01 Base Rent. In consideration of the leasing of the Premises to Tenant by Landlord, Tenant agrees to: (a) construct the Restaurant/Retail Project in accordance with the terms and conditions of the Redevelopment Agreement, (b) operate, maintain and use the Restaurant/Retail Project for theatrical, cultural and entertainment activities; (c) abide by the public policy covenants and post-Certificate requirements described in Article 19 below; and (d) pay to Landlord an annual base rental of One Dollar (\$1.00) per year ("Base Rent"), payable annually in advance on the first day of the first month of the Term and on each anniversary date thereafter. Rent shall be paid at Landlord's address as stated herein or elsewhere as directed by Landlord.

3.02 Percentage Rent. Tenant shall be obligated to pay, and the terms of the Sublease shall so specifically provide, for the payment to Landlord of percentage rent ("Percentage Rent") for the Premises during the Term of the Sublease in the following amounts:

- (a) an amount equal to fifty percent (50%) of annual "Net Operating Cash Flow" after payment or allowance for (i) annual debt service on all obligations to third parties secured by a mortgage on the leasehold interest granted hereunder and the subleasehold interest under the Sublease with respect to the Premises (whether incurred during the construction of the Restaurant/Retail Project or, after the issuance of the Certificate by Landlord, on construction costs relating to Substantial Alterations) and (ii) a twelve percent (12%) per annum cumulative cash return on the net investment from time to time of the owners of Subtenant. For the purposes hereof, "Net Operating Cash Flow" shall mean (i) all cash received from operations of Subtenant at the Restaurant/Retail Project in the ordinary course of business (excluding capital contributions and Net Proceeds of Capital Transactions), less (ii) cash expended or properly reserved to pay all ordinary and necessary operating expenses and for other reasonable requirements of the business of Subtenant; and
- [(b) an amount equal to 50% of "Net Proceeds." For the purposes hereof, "Net Proceeds" shall mean all proceeds of "Capital Transactions" less all expenses and costs incurred in connection therewith and attributable thereto and less the payment of any and all remaining investment by the owners of Subtenant with respect to the Restaurant/Retail Project, including any unpaid amount of twelve percent (12%) per annum cumulative cash return on such investment outstanding from time to time, all determined in accordance with generally accepted accounting principles. Further, for the purposes hereof, "Capital Transactions" shall mean the sale, exchange, refinancing or other disposition of a portion or all of the assets of Subtenant, other than in the ordinary course of business, whether voluntary or involuntary, including condemnation, foreclosure, destruction or other involuntary taking.]

The component of Percentage Rent referred to in Subsection (a) above shall be payable within ____ days after the end of the fiscal year of Subtenant and shall be accompanied by appropriate financial statements calculating Net Operating Cash Flow and the adjustments thereto required as herein stated in support of the payments due Landlord. The component Percentage Rent referred to in Subsection (b) above shall be payable to Landlord within ____ days of concluding any Capital Transaction that results in Net Proceeds for which a Percentage Rent payment is due hereunder and such payment shall be accompanied by appropriate supporting documents and calculations of the Percentage Rent due.

3.03 Rent Absolute. All costs, fees, interest, charges, expenses, real estate taxes (if any), reimbursements and obligations relating to the Premises which may arise or become due during the Term shall be paid or discharged or caused to be discharged by Tenant as additional rent (which together with Base Rent payable pursuant to Section 3.01 and Percentage Rent payable pursuant to Section 3.02 is sometimes collectively herein referred to as "Rent"). Tenant covenants and agrees that Landlord shall be indemnified and saved harmless by Tenant from and against all such costs, fees, interest, charges, expenses, real estate taxes, reimbursements and obligations.

ARTICLE 4. TAXES AND ASSESSMENTS

4.01 Governmental Charges.

(a) Payment of Governmental Charges. Tenant agrees to pay or cause to be paid when due all Governmental Charges (as defined below) which are assessed or imposed upon Tenant, or its leasehold interest in the Premises, or become due and payable, and which create, may create, or appear to create a lien upon the Premises or all or any portion of the Premises or Tenant's leasehold interest in the Premises. The term "Governmental Charge" shall mean all federal, state, county, city or other governmental (or any instrumentality, division, agency, body, or department thereof) taxes, levies, assessments, charges, liens, claims or encumbrances relating to Tenant, the Premises or the Restaurant/Retail Project.

(b) Right to Contest. Tenant shall 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 forfeiture of the Premises. No such contest or objection shall be deemed or construed in any way as relieving, modifying or extending Tenant's covenants to any such Governmental Charge at the time and in the manner provided in the Redevelopment Agreement or the Lease, unless Tenant has given prior written notice to the DPD of Tenant's intent to contest or object to a Governmental Charge and, unless, at the DPD's sole option: (i) Tenant shall demonstrate to the DPD's satisfaction that legal proceedings instituted by Tenant 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 Premises to satisfy such Governmental Charge prior to final determination of such proceedings; and/or (ii) Tenant shall furnish a good and sufficient bond or other security satisfactory to the DPD in such form and amounts as the 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 Premises 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.

(c) **Tenant's Failure to Pay or Discharge Lien.** If Tenant fails to pay any Governmental Charge which may create a lien against the Premises or any part thereof or to obtain discharge of the same, Tenant shall advise the DPD thereof in writing, at which time the DPD may, but shall not be obligated to, and without waiving or releasing any obligation or liability of Tenant under the Redevelopment Agreement or the Lease, in the DPD's sole discretion, make such payment, or any part thereof, or obtain such discharge and take any other action with respect thereto which the DPD deems advisable. All sums so paid by the DPD, if any, and any expenses, and any, including, reasonable attorneys' fees, court costs, expenses and other charges relating thereto, shall be promptly reimbursed to the DPD by Tenant. Notwithstanding anything contained herein to the contrary, this paragraph shall not be construed to obligate the Landlord to pay any such Governmental Charge. Additionally, if Tenant fails to pay any such Governmental Charge, the Landlord, in its reasonable discretion, may require Tenant to submit to the Landlord audited financial statements or other evidence of its financial condition at the Tenant's own expense.

4.02 Real Estate Taxes. Landlord shall take all appropriate steps to secure the waiver of general real estate taxes affecting the Restaurant/Retail Parcel to the date of delivery of possession of the Premises pursuant to the Lease. After delivery of possession of the Premises, Landlord shall advise the Assessor of Cook County, Illinois of this Lease in order to have the Premises separately assessed as a leasehold estate from other property of Landlord. The parties shall execute such documents as shall be reasonably necessary or required in order to effect such division. The City, as owner of fee simple title to the land comprising the Restaurant/Retail Parcel, shall seek to obtain an exemption from *ad valorem* real estate taxes and assessments to which it is entitled. Tenant shall be responsible for leasehold real estate taxes, if any, accruing after the execution of the Lease.

4.03 Evidence of Payment. The certificate or bill or notice of the appropriate public officer or public authority of the levying of any Governmental Charges or of the payment or nonpayment thereof may be relied upon by Landlord as sufficient evidence that such has been made and is due or unpaid at the time of the issuance of such certificate, bill or notice. Tenant shall furnish Landlord, within thirty (30) days after the date when any Governmental Charge would become delinquent, receipts of the appropriate taxing or other authority, or other evidence reasonably satisfactory to Landlord, evidencing the payment of the Governmental Charge.

ARTICLE 5. UTILITIES

Tenant shall at its sole cost and expense obtain separately metered utilities for all service it requires. Tenant shall promptly pay for all utility service directly to the appropriate utility company. Landlord has no responsibility to furnish Tenant with any utilities and makes no representations or warranties as to the availability of utilities and does not warrant that any utility services will be free from interruptions caused by war, insurrection, civil commotion, inclement weather, riots, acts of God, government action, repairs, renewals, improvements, alterations, strikes, lockouts, picketing, whether legal or illegal, accidents, inability to obtain fuel or supplies or any other causes. Any such interruption of utility service shall never be deemed an eviction or disturbance of Tenant's use and possession of the Premises or any part thereof, or render Landlord liable to Tenant for damages, or relieve Tenant from performance of Tenant's obligations under this Lease.

ARTICLE 6. CONSTRUCTION OF IMPROVEMENTS

6.01 Design and Construction of the Restaurant/Retail Project. As a material consideration for Landlord's granting of this Lease to Tenant, Tenant, at its sole cost and expense, shall cause to be constructed on the Premises the Restaurant/Retail Project, all as more particularly described in the Redevelopment Agreement. The Restaurant/Retail Project to be constructed by Tenant shall also include site preparation work including environmental remediation, removal of underground foundations, and utility connections, and any subsequent improvements to be constructed by Tenant on the Premises with the Landlord's approval as more fully described in this Article 6, but shall not include the demolition of the Garrick Garage which shall be separately undertaken by Landlord. The Restaurant/Retail Project shall conform to the requirements of the Redevelopment Agreement including, but not limited to, restrictions on use and the development parameters described therein, the Schedule, and the Planned Development.

6.02 Landlord's Approval of Plans.

(a) Prior to commencement of the Restaurant/Retail Project, Tenant shall submit to Landlord proposed design plans and working drawings and specifications based on the approved schematics listed on Exhibit D to the Redevelopment Agreement for the respective approval of the DPD (as such is defined in the Redevelopment Agreement) in accordance with the requirements and procedures described in the Redevelopment Agreement. Tenant's final working drawings and specifications regarding the Restaurant/Retail Project approved by the DPD shall be deemed the "Plans." Landlord's approval of the Plans shall be absolute and may be withheld in its sole discretion. Tenant shall not commence with the construction of the Restaurant/Retail Project without Landlord's prior written approval of the Plans as provided for in the Redevelopment Agreement and all necessary governmental approvals.

(b) To the extent that any material changes are sought by Tenant subsequent to the approval of the Plans or the construction of the Restaurant/Retail Project, Tenant shall secure the approval of Landlord to the changed Plans in the same manner and following the same procedures as provided for in the Redevelopment Agreement for the Plans originally approved. Material changes shall include, without limitation, further development of Plans not within the scope of approved Plans, structural changes, changes in exterior materials, and any changes or further development of Plans not meeting the design restrictions or the design parameters described in the Redevelopment Agreement.

(c) Tenant shall erect a sign of size and style approved by the DPD in a conspicuous location at the Premises during the construction of the Project indicating that financing for the Project has been provided by Landlord. No signs of any type or nature shall be permitted on the Premises unless signs have been approved by Landlord either separately or specifically noted as approved as part of approved Plans. No signage shall be permitted on any roof of structures on the Premises, and no advertising shall be permitted (except within interior of buildings), except as permitted pursuant to the applicable provisions of the Redevelopment Agreement.

(d) All construction, reconstruction or alteration of the Restaurant/Retail Project or any other improvements located on the Premises shall be pursuant to Plans approved by Landlord as provided for in the Redevelopment Agreement and this Section 6.02.

(e) Prior to the commencement of any construction activity requiring barricades, Tenant shall install a construction barricade of a type and appearance satisfactory to the DPD and constructed in compliance with all applicable federal, state or City laws, ordinances and regulations. The DPD shall have the right to approve the maintenance, appearance, color scheme, painting, nature, type, content and design of all barricades.

6.03 Governmental Approval. Tenant shall procure the approval of the final Plans by any and all federal, state, municipal and other governmental authorities, offices and departments having jurisdiction in the Premises. Landlord will cooperate with Tenant in procuring such approval, provided that Landlord shall have given its prior approval to such final Plans.

6.04 No Liability for Plans. The approval by Landlord of the Plans or any other action taken by Landlord with respect thereto under the provisions of this Lease shall not constitute an opinion or representation by Landlord as to the sufficiency of the Plans or ability of Tenant to receive any permits from any department or agency of the City of Chicago or other jurisdictions nor impose any present or future liability or responsibility upon Landlord and shall not constitute approval of the City of Chicago or its departments or agencies for any construction, extension or renovation of any public utilities or public ways which may be necessary to service the Premises. In any case where more than one standard, code, regulation or requirement applies to construction or the Plans, the strictest shall control.

6.05 Construction Contracts. Prior to the execution of any contracts for construction, engineering or architectural services, Tenant shall furnish to Landlord the names of such parties and the proposed form of contract. Landlord shall have the right to approve any proposed contract therefor, which approval shall not be unreasonably withheld or delayed. Such architect, engineer and contractor shall be licensed in the discipline being contracted for, experienced in design and construction of improvements comparable to those for which its services are being required by Tenant, not be listed on any local, state or federal non-responsive bidders' list, and not be debarred under any state or federal statute, regulation or proceeding. In addition, all such contracts shall include such other terms as may be reasonably requested by Landlord regarding construction practices at the Premises. At least thirty (30) days prior to the commencement of any construction on the Premises, or after the issuance of the Certificate, any Alterations or Substantial Alterations of the Restaurant/Retail Project based on approved Plans, Tenant shall demonstrate to the reasonable satisfaction of Landlord that it has sufficient funds to complete the construction of the Restaurant/Retail Project (or remodeling or renovation work associated with the Alterations or Substantial Alterations) and that said funds will be disbursed either by or through an escrowee in a manner so as to provide reasonable assurances against the foreclosure of any mechanic or materialman's lien against the Premises or Tenant's leasehold estate, all as more particularly provided in the Redevelopment Agreement. At least thirty (30) days prior to the commencement of construction of the Restaurant/Retail Project, Tenant shall deliver to Landlord copies of Tenant's contract with the design architect and engineer for the Restaurant/Retail Project and/or Development Manager, who will supervise construction thereof and, Tenant's contract with the general contractor engaged to construct the proposed Restaurant/Retail Project. Tenant shall simultaneously deliver to Landlord collateral assignments of said contracts, together with instruments executed by the architect, engineer and by the general contractor under which both consent to the aforesaid assignment and agree to continue to supply the same services to Landlord or Landlord's designee provided by their respective contracts with Tenant, in the event that (a) Tenant defaults hereunder, and (b) Landlord gives the architect, engineer or the general contractor or both, written notice within sixty (60) days after the occurrence of such default, and (c) at the time of Landlord's notice of such uncured default, Landlord or Landlord's designee demands continuance of such services on the same terms contained in the respective contracts and expressly agrees to assume and be bound by such respective contracts; provided that Landlord shall not be liable for or obligated to cure prior defaults of Tenant. So long as a Leasehold Mortgagee is complying with the provisions of Section 12.06 and 12.07, and complies with the terms and conditions of the Redevelopment Agreement as provided therein, Landlord agrees not to exercise its rights under any such collateral assignment if a Leasehold Mortgagee with a collateral assignment of the same contract is exercising its rights diligently and continuously thereunder.

6.06 Budget and Construction Loan. Prior to the commencement of construction of the Restaurant/Retail Project and as required by and more specifically described in the Redevelopment Agreement, Tenant shall deliver to Landlord: (i) a detailed budget for such proposed Restaurant/Retail Project, itemizing all estimated costs of construction, including copies of any budget delivered to a Leasehold Mortgagee or prospective Leasehold Mortgagee,

and indicating all sources (including loans or other financing, Landlord contribution, and equity) of funds to pay the aforesaid construction costs; (ii) a copy of a fully executed construction contract with a general contractor acceptable to Landlord to perform all work necessary to complete the proposed improvements in accordance with the Plans and (iii) a loan agreement duly executed by one or more financially responsible banks or other lending institutions acceptable to Landlord, capable of performing its obligations under the loan agreement and meeting the requirements set forth in Section 12.02, providing for the financing of the cost of constructing the proposed Restaurant/Retail Project in accordance with the Plans. The loan agreement and any related leasehold mortgage or other security device shall comply with the applicable provisions of Article 12. Tenant shall deliver to Landlord, to the extent the same may be obtained from its Leasehold Mortgagee, satisfactory evidence from time to time that such loan agreement is in full force and effect.

6.07 Completion; Cure. Once commenced, Tenant shall diligently undertake to construct the Restaurant/Retail Project and Tenant shall complete the Restaurant/Retail Project within the time frames provided for in the Redevelopment Agreement and the Lease, and subsequent to the issuance of the Certificate, Tenant shall undertake any Alteration or Substantial Alteration (as defined in Section 7.07) of the Restaurant/Retail Project as is approved by Landlord, in accordance with approved Plans and a construction schedule approved by Landlord. "Completion" shall mean the completion, in accordance with the Plans and applicable laws, of all buildings and building improvements, including the installation of all plumbing, heating, air conditioning, ventilation and similar building systems, walkways, landscaping, and exterior lighting, other than minor punch list items, and shall include issuance of a certificate of occupancy and a certificate of substantial completion by the architect and engineer in a customary form reasonably required by Landlord and shall complete all proposed improvements required for occupancy of such improvements. If Tenant shall fail diligently to prosecute any work required for such Completion or shall fail to comply with any notice of a governmental body having jurisdiction thereof (including the City of Chicago), Landlord, at its election, may serve upon Tenant a notice of default, and if this Lease or Tenant's right to possession be terminated pursuant to Article 14, Landlord may elect to take over the work of construction, at Tenant's cost. If any work does not comply with the provisions of this Lease, Landlord may, by notice to Tenant, require that Tenant stop the work and take steps necessary to cause corrections to be made. If the Tenant's failure to timely complete any proposed improvements is due to Force Majeure Delay, the time within which Tenant may cure shall be extended for such period as may be reasonably necessary, provided Tenant has commenced with said cure and proceeds continuously, in good faith and with due diligence to complete same. Without limiting any other rights of Landlord, in the event Landlord takes over the work, Landlord shall be entitled to exercise all rights under the collateral assignments and other security hereinbefore mentioned, and sureties thereunder shall remain liable to Landlord upon such other security, and the proceeds thereof shall become the property of Landlord.

6.08 Completion Requirements. Tenant shall erect and complete the Restaurant/Retail Project and any subsequent improvements in a proper and workmanlike

manner in accordance with the approved Plans, the terms and conditions of the Redevelopment Agreement and this Lease, and with all provisions of law and any and all permits and authority required by any ordinance, law or public regulations or by any authority at any time having jurisdiction over the Premises and in accordance with the requirements of any public or quasi-public body having similar jurisdiction. The Restaurant/Retail Project and any subsequent improvements will, when completed, comply with all applicable federal, state and municipal laws and regulations. Tenant shall pay all costs associated with the construction of the Restaurant/Retail Project and any Alterations and Substantial Alterations when due and shall require all contractors to deliver sworn statements of persons furnishing materials and labor before any payment is made and waivers of lien for all work for which payment is made, in order to prevent attachment of mechanic's liens or other liens by reason of work, labor, services or materials furnished with respect to the Premises, all as more particularly provided in the Redevelopment Agreement and this Lease.

6.09 Construction Insurance. During the course of construction of the Restaurant/Retail Project and any subsequent improvements Tenant, at its sole expense, will carry or cause to be carried, the insurance required to be carried pursuant to Article 10 of this Lease and Section 4.14 of the Redevelopment Agreement, as the case may be.

6.10 Inspection; Surveys. During the course of the construction and completion of the Restaurant/Retail Project and any subsequent improvements, Landlord, and its architects, engineers, agents and employees may enter upon and inspect the Premises for the purpose of observing that the work is proceeding in accordance with the requirements of the Redevelopment Agreement and this Lease. Landlord will, absent an emergency, notify Tenant (including telephonic notices) of its intention to inspect the Premises and shall limit the number of persons performing any inspection to the number reasonably necessary to accomplish the objectives of such inspection. Tenant shall keep at the Premises one set of the Plans, shop drawings and specifications relating to such construction, which Landlord may examine at all reasonable times and, if required by Landlord, Tenant shall also furnish Landlord with copies thereof.

6.11 Requirements of Redevelopment Agreement. To the extent that the Redevelopment Agreement contains additional requirements beyond this Article 6, such requirements shall be fulfilled and not deemed to be superseded by the provisions of this Article 6.

ARTICLE 7. USE, MAINTENANCE, REPAIRS AND ALTERATIONS; CASUALTIES

7.01 Use and Occupancy. Tenant shall use and occupy the Premises as and for the construction of the Restaurant/Retail Project and, upon issuance of the Certificate by Landlord, the operation of the Restaurant/Retail Project, and for no other purposes, unless otherwise

consented to by Landlord and permitted by applicable laws, codes, ordinances, rules, regulations and orders, and shall so continuously use the Premises throughout the remainder of the Term. Landlord and Tenant acknowledge that the construction and operation of the Restaurant/Retail Project on the Premises will enhance the economic development of the City of Chicago, and that Tenant's rights to use the Premises are subject to the rights of the City of Chicago, as Landlord, to monitor compliance with this Lease to ensure that the Restaurant/Retail Project is constructed and operated as required by this Lease and the Redevelopment Agreement.

7.02 Compliance with Laws. Tenant shall not use or occupy or permit the Premises to be used or occupied, or do or permit anything to be done in or on the Premises, in whole or in part, in a manner which would in any way violate the Redevelopment Agreement, the Lease or any certificate of occupancy affecting the Premises, or make void or voidable any insurance then in force with respect thereto, or which may make it impossible to obtain fire or other insurance thereon required to be furnished by Tenant under this Lease, or which will cause or be apt to cause structural damage to the Restaurant/Retail Project or any part thereof, or which will constitute a public or private nuisance. Tenant shall not use or occupy or permit the Premises to be used or occupied, in whole or in part, in a manner which may violate (and shall affirmatively comply with) any present or future, ordinary or extraordinary, foreseen or unforeseen, restrictive covenants or with laws, regulations, ordinances or requirements of the federal, state or municipal governments or of any other governmental, public or quasi-public authorities now existing or hereafter created, having jurisdiction in the Premises, whether or not Landlord also is liable for compliance. Tenant will indemnify and defend Landlord and save Landlord harmless against any recovery or loss to which Landlord may be subject or which Landlord may sustain, including reasonable attorney's fees and expenses incurred by Landlord, arising from any breach of this covenant or by reason of any action or proceedings which may be brought against Landlord or against the Premises, or any part thereof, by virtue of the breach of any such restrictive covenant or the failure to comply with any such laws, regulations, ordinances or requirements or by virtue of any present or future law of the United States of America, or the State of Illinois or other municipal, public or quasi-public authority now existing or hereafter created, having jurisdiction in the Premises.

7.03 Maintenance and Repairs. Tenant shall take good care of the Premises, make all repairs and replacements thereto, interior and exterior, structural and nonstructural, ordinary and extraordinary, foreseen and unforeseen, and shall maintain and keep the Premises, including the underground loading docks, sidewalks, driveways and curbs and all other proposed improvements, in good order, repair and condition. Tenant shall also keep the sidewalks and gutters in front of the Premises free and clear from rubbish, and, to the extent practicable, ice and snow and shall not obstruct the same or allow the same to be obstructed in any manner.

7.04 Covenant Against Waste. Tenant shall not do or permit or suffer any waste, damage, impairment or injury to or upon the Premises or any part thereof.

7.05 Repairs Necessitated by Casualty.

(a) In the event of damage to or destruction of the Restaurant/Retail Project or any part thereof caused by fire or other hazard, the insurance proceeds shall be utilized toward the re-construction, renovation and rehabilitation of the Restaurant/Retail Project ("Restoration"), as the case may be; provided, however, that prior to the issuance of the Certificate by Landlord, if Tenant and Landlord conclude that the Restaurant/Retail Project improvements are destroyed beyond repair and will not be rebuilt, the Lease shall be terminated, Tenant and the Landlord shall share in the insurance proceeds on the basis of their respective financial contributions toward the completion of the Restaurant/Retail Project, all as provided in the Redevelopment Agreement.

(b) If the Restaurant/Retail Project improvements are destroyed beyond repair subsequent to the issuance by Landlord of the Certificate, but prior to the expiration of the Term, and if Tenant, the permanent leasehold lender (if any) and Landlord mutually conclude that the Restaurant/Retail Project is destroyed beyond repair and will not be rebuilt, then the Lease shall be terminated and the insurance proceeds shall be distributed in the following order: (1) the lender shall be repaid any amounts due and owing under the First Leasehold Mortgage (or its replacement); (2) Landlord shall be reimbursed for the amounts disbursed of the City's Financial Contribution (as such term is defined in the Redevelopment Agreement); (3) Tenant shall be entitled to a reimbursement of all of its reasonable Restaurant/Retail Project construction costs as certified by Tenant to Landlord; and (4) any remaining sums not utilized in (1) and (3) above shall be distributed to Landlord and Tenant on a pro-rata basis determined by each parties' respective contribution expended on the construction of the Restaurant/Retail Project, all as provided for in the Redevelopment Agreement.

7.06 Inspection of Repairs. Landlord or Landlord's representatives, agents, or employees, shall have the right without interference from Tenant or Tenant's representatives, agents or employees, at all times upon reasonable notice appropriate under the circumstances (including telephone notice) to examine and inspect any work, alteration, repair, maintenance, restoration, improvement, rebuilding, razing, demolition, or construction at the Premises in order that Landlord may assure itself that the provisions of this Lease in respect to such work are being fully complied with.

7.07 Alterations. Tenant shall have the right from time to time after the completion of the Restaurant/Retail Project in accordance with the provisions of Article 6, and at Tenant's sole cost and expense, to make nonstructural alterations and changes ("Alterations") in or to the Restaurant/Retail Project (except as hereinafter provided), provided Tenant shall not then be in default in the performance of any of Tenant's covenants or agreements in this Lease. Tenant shall have the right from time to time after completion of the Restaurant/Retail Project in accordance with Article 6, and at Tenant's sole cost and expense, to make Substantial Alterations in and to the Restaurant/Retail Project only with the written consent of Landlord. "Substantial Alterations" means any alterations and changes or additions (a) to the structure of

any improvements constituting the Restaurant/Retail Project, (b) to other items required to be shown on Plans, or (c) which would cost more than ten percent (10%) of the replacement cost of the improvements to be altered, changed or added to. The provisions of Article 6 shall apply to and shall be complied with by Tenant as a condition to the performance of any Alteration or Substantial Alteration. In addition, the provisions of Article 6, in its general application, shall apply in the case of any Substantial Alteration. Furthermore, all Alterations and Substantial Alterations shall be subject to the following:

(a) **Change in Use.** Without the prior written approval of the DPD, no Alteration or Substantial Alteration of any kind shall be made which would (i) change the general design, use, character or structure, of the Restaurant/Retail Project or any part thereof; (ii) materially decrease the size of the Restaurant/Retail Project or any part thereof; (iii) reduce or impair, to any material extent, the value, rentability or usefulness of the Premises, or constitute waste; or (iv) give to any owner, lessee or occupant of any other property or to any other person or corporation any easement, right-of-way or any other right over the Premises, without the prior written approval of the DPD.

(b) **Progress and Compliance.** Any Alteration or Substantial Alteration shall be made with reasonable dispatch and in a good and workmanlike manner and in compliance with all applicable permits and authorizations and building and zoning laws and with all other laws, ordinances, orders, rules, regulations and requirements of all federal, state and municipal governments, departments, commissions, boards and officers. If any work does not comply with the provisions of this Lease, Landlord may, by notice to Tenant, require that Tenant stop the work and take such steps as are necessary to cause corrections to be made, or Landlord may perform the work at Tenant's cost.

ARTICLE 8. PARAMOUNT TITLE OF LANDLORD

Except as otherwise expressly provided herein, nothing in this Lease shall authorize Tenant to do or permit or suffer any act which shall in any way encumber the title of Landlord in and to the Premises. The title, interest or estate of Landlord in the Premises shall not be in any way subject to any claim by way of lien or encumbrance, whether arising by operation of law or by virtue of an express or implied contract by Tenant. Any claim to a lien or encumbrance upon the Premises arising from any act or omission of Tenant shall accrue only against the leasehold estate and shall in all respects be subject and subordinate to the paramount title and right of Landlord in and to the Premises.

ARTICLE 9. COVENANT OF QUIET ENJOYMENT

Landlord hereby warrants that if Tenant shall pay the Rent and all other charges due under this Lease and perform each and every of the covenants, undertakings and agreements of this Lease to be performed by Tenant, then Tenant shall during the Term freely, peaceably and

quietly have and enjoy the Premises without molestation, hindrance, eviction or disturbance by Landlord or by any other person or persons acting under or through Landlord, but subject always to Title Matters, the rights of eminent domain and to the terms, covenants and conditions of this Lease.

ARTICLE 10. INSURANCE AND USE OF PROCEEDS

10.01 Coverage Required. Tenant shall procure and maintain, or cause to be maintained, at all times during the Term, and until each and every obligation of Tenant contained in the Lease has been fully performed, the types of insurance specified below or in Section 4.14 of the Redevelopment Agreement, with insurance companies authorized to do business in the State of Illinois covering all operations under this Lease, whether performed by Tenant or by Contractors. For purposes of this Article 10, "Contractors" shall mean all contractors and subcontractors and materialmen of any tier providing services, material, labor, operation or maintenance on, about or adjacent to the Premises, whether or not in privity with Tenant, which may be more specifically described in the Redevelopment Agreement.

(a) **Worker's Compensation and Employers Liability Insurance.** Workers Compensation and Employers Liability Insurance, as prescribed by applicable law covering all employees who are to provide a service under the Redevelopment Agreement and Employers Liability coverage with limits of not less than \$500,000 for each accident or illness.

(b) **Commercial Liability Insurance (Primary and Umbrella).** Commercial General Liability Insurance or equivalent with limits of not less than \$2,000,000 per occurrence, combined single limit, for bodily injury, personal injury, and property damage liability. Coverages shall include the following: All premises and operations, products/completed operations (for a minimum of two (2) years following the completion of the Restaurant/Retail Project), explosion, collapse, underground, independent contractors, separation of insureds, defense, and contractual liability (with no limitation endorsement). Landlord, its employees, elected officials, agents, and representatives are to be named as additional insureds on a primary, non-contributory basis for any liability arising directly or indirectly from the work.

(c) **Automobile Liability Insurance (Primary and Umbrella).** When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, Tenant shall provide Comprehensive Automobile Liability Insurance with limits of not less than \$2,000,000 per occurrence, combined single limit, for bodily injury and property damage. Landlord is to be named as an additional insured on a primary, non-contributory basis.

(d) **All Risk Builders Risk Insurance.** During the undertaking of the construction of the Restaurant/Retail Project and the undertaking of Alterations and Substantial Alterations affecting the Restaurant/Retail Project or part thereof subsequent to the issuance of the Certificate as provided in Article 7 of the Lease, Tenant or its contractor(s) shall 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 permanent facility. Coverages shall include but not be limited to the following: right to partial occupancy, material stored off-site and in-transit, boiler and machinery, earth movement, flood, including surface water backup, sewer backup and seepage, collapse, water damage, debris removal, faulty workmanship or materials, testing, and mechanical electrical breakdown. Landlord shall be named as loss payee.

(e) **Contractors Pollution Liability Insurance.** When any work related to the Restaurant/Retail Project is undertaken which may cause an environmental exposure, Tenant shall provide or cause to be provided Contractors Pollution Liability Insurance with limits of not less than \$1,000,000 insuring bodily injury, property damage, and environmental clean-up costs. Landlord is to be named an additional insured on a primary, non-contributory basis.

(f) **All Risk Property Insurance.** Upon completion of the Restaurant/Retail Project as evidenced by the issuance of the Certificate, Tenant shall provide All Risk Property insurance in the amount of the full replacement value of the Premises including improvements and betterments to protect against loss or damage to or destruction of the Restaurant/Retail Project. Coverage extensions shall include boiler and machinery collapse, sewer back-up, sprinkler leakage and floor. Landlord shall be named as loss payee.

10.02 Other Provisions.

(a) Tenant will furnish the Landlord, in care of the Department of Planning and Development, City Hall, Room 1000, 121 North LaSalle Street, Chicago, Illinois 60602, original Certificates of Insurance evidencing the required coverage to be in force during the Term, and Renewal Certificates of Insurance, or such similar evidence for coverages which have an expiration or renewal date occurring during the Term of this Lease. Tenant shall submit evidence of insurance on the City of Chicago Insurance Certificate Form prior to possession of the Premises pursuant to this Lease and thereafter as necessary.

(b) The receipt of any certificate does not constitute agreement by Landlord that the insurance requirements in the Redevelopment Agreement or the Lease have been fully met or that the insurance policies indicated on the certificate are in compliance with all Lease requirements. The failure of Landlord to obtain certificates or other insurance evidence from Tenant shall not be deemed to be a waiver by Landlord. Tenant shall advise all insurers of the provisions herein regarding insurance. Non-conforming insurance shall not relieve Tenant of the obligation to provide insurance as specified herein. Nonfulfillment of the insurance conditions may constitute a violation of the Lease, and Landlord retains the right to stop work or terminate the Lease until proper evidence of insurance is provided.

(c) The insurance shall provide for sixty (60) days prior written notice to be given to Landlord in the event coverage is substantially changed, canceled, or non-renewed.

(d) Any and all deductibles or self insured retentions on referenced insurance coverages shall be borne by Tenant.

(e) Tenant agrees that insurers shall waive their rights of subrogation against Landlord, its employees, elected officials, agents, or representatives.

(f) Tenant expressly understands and agrees that any coverages and limits furnished by Tenant shall in no way limit Tenant's liabilities and responsibilities specified within the Lease or by law.

(g) Tenant expressly understands and agrees that any insurance or self-insurance programs maintained by Landlord shall apply in excess of and not contribute with insurance provided by Tenant under the Lease.

(h) 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.

(i) Tenant shall require the Contractors to provide the insurance required herein or Tenant may provide the coverages for Contractors. The Contractors shall be subject to the same insurance requirements of Tenant.

(j) If Tenant or any Contractor desires additional coverages, Tenant, or said Contractor shall be responsible for the acquisition and cost of such additional protection.

(k) The Risk Management Department of the City of Chicago shall have the right to modify, delete, alter or change these requirements during the Term.

(l) If Tenant fails to obtain or maintain any of the insurance policies required under this Lease or to pay any premium in whole or in part when due, Landlord may (without waiving or releasing any obligation or an Event of Default by Tenant hereunder) obtain and maintain such insurance policies and take any other action which Landlord deems advisable to protect its interest in the Premises or the Restaurant/Retail Project. All sums so disbursed by Landlord, including reasonable attorney's fees, court costs and expenses, shall be reimbursed by Tenant upon demand by Landlord.

[10.03 Adjustments of Insurance Claims. Insurance policies maintained by Tenant and Contractors pursuant to Sections 10.01(d) and (f), shall provide that the proceeds of all such insurance shall be payable by the insurer or insurers in accordance with the provisions of this Lease.

(a) Such insurance policies may provide that in the case of any one loss of \$100,000 or less, adjustment and settlement of such loss may be made by Tenant with the insurance

company, and that payment of any one loss of \$100,000 or less may be made to Tenant, subject to the provisions of Sections 7.05. In such case where the loss may be adjusted by and the proceeds of a loss received by Tenant, the sum so received by Tenant shall be received in trust by Tenant for the purpose of paying and, to the extent necessary, to be used only for the purpose of paying, or reimbursing Tenant for payment made in connection with the full and complete restoration of the Restaurant/Retail Project and (if no Event of Default shall then exist or be uncured) any balance thereof, subject to the provisions of any Leasehold Mortgage, may be retained by Tenant for its own account.

(b) In the case of any one loss in excess of \$100,000, such policy shall provide that settlement for the loss shall be made with Tenant and Landlord. Payment of all losses under any such property policy shall be administered, paid out and disbursed on conditions and through an escrow as provided herein or shall be paid to Landlord pursuant to this Lease. Such insurance proceeds shall, unless an Event of Default exists, be used to pay for the cost of Restoration upon written request of Tenant accompanied by evidence satisfactory to Landlord, and subject to such conditions as Landlord and, if so provided under the Leasehold Mortgagee, the Leasehold Mortgagee shall reasonably impose for the purpose of assuring that the Restoration will be promptly, fully and properly completed at no cost to Landlord or such Leasehold Mortgagee, and in accordance with all the applicable provisions of this Lease. All such proceeds of property insurance shall be disbursed from an escrow established with an escrow agent and pursuant to an escrow agreement in compliance with the terms above mutually acceptable to Tenant and Landlord, and if so required by the Leasehold Mortgage, the Leasehold Mortgagee. Upon receipt by Landlord of evidence satisfactory to it that Restoration has been completed and the cost thereof paid in full, and that there are no mechanics' liens or claims or similar liens for labor or materials supplied in connection therewith, the balance of such proceeds shall, subject to the rights of any Leasehold Mortgagee and unless an Event of Default exists, be paid to Tenant or as Tenant may direct. Until such time as Restoration has been completed, all insurance proceeds not theretofore spent for Restoration shall be the property of Landlord, and Tenant shall have no ownership interest in such proceeds, except that Tenant may use such proceeds for Restoration as provided for herein. If an Event of Default exists, such balance of such insurance proceeds shall be applied first to cure any monetary Event of Default of Tenant under this Lease and second to cure any non-monetary Event of Default of Tenant.]

ARTICLE 11. LANDLORD'S RIGHT TO PERFORM TENANT'S OBLIGATIONS

In the event Tenant shall fail to obtain and maintain the required insurance as described in Article 10 of this Lease and Section 4.14 of the Redevelopment Agreement, or in an Emergency Situation or upon occurrence of an Event of Default, whether or not constituting a Non-Curable Default and whether or not a Leasehold Mortgagee is exercising any rights under Section 12.06 or Section 12.07 (unless the Leasehold Mortgagee is actually diligently proceeding to cure such Event of Default), Landlord may (but shall not be obligated so to do),

and without waiving or releasing Tenant from any obligation of Tenant hereunder, make any payment or perform any other act which Tenant is obligated to make or perform under this Lease in such manner and to such extent as Landlord may deem desirable; and in so doing Landlord shall also have the right to enter upon the Premises and the Restaurant/Retail Project for any purpose reasonably necessary in connection therewith and to pay or incur any other necessary and incidental costs and expenses, including reasonable attorneys' fees. All sums so paid and all liabilities so incurred by Landlord, together with interest incurred or deemed to be incurred by Landlord shall be deemed additional rent hereunder and shall be payable to Landlord upon demand as additional rent. Landlord shall use reasonable efforts to give prior notice to Tenant (which may be oral) of its performance of Tenant's obligations, if reasonably feasible under the circumstances. The performance of any such obligation by Landlord shall not constitute a waiver of Tenant's default in failing to perform the same. Inaction of Landlord shall never be considered as a waiver of any right accruing to it pursuant to this Lease. Landlord, in making any payment hereby authorized: (a) relating to taxes, may do so according to any bill, statement or estimate, without inquiry into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof; (b) for the discharge, compromise or settlement of any lien, may do so without inquiry as to the validity or amount of any claim for lien which may be asserted; or (c) in connection with the completion of construction of the Restaurant/Retail Project or the repair, maintenance or reconstruction of the Restaurant/Retail Project or part thereof, the undertaking of any Alterations or Substantial Alterations, or the payment of operating costs thereof, may do so in such amounts and to such persons as Landlord reasonably may deem appropriate. Nothing contained herein shall be construed to require Landlord to advance monies for any purpose. Landlord shall not in any event be liable for inconvenience, annoyance, disturbance, loss of business or other damage of Tenant or any other occupant of the Premises or the Restaurant/Retail Project or any part thereof, by reason of making repairs or the performance of any work on the Premises or the Restaurant/Retail Project or on account of bringing materials, supplies and equipment into or through the Premises or the Restaurant/Retail Project during the course thereof and the obligations of Tenant under this Lease shall not thereby be affected in any manner. In doing so, however, Landlord shall use reasonable efforts not to interfere with the normal operation of the Restaurant/Retail Project.

ARTICLE 12. MORTGAGES, ASSIGNMENTS AND SUBLEASE BY TENANT

12.01 Consent Required. Except as hereinafter in this Article 12 expressly provided, neither this Lease nor any interest of Tenant in this Lease nor the leasehold estate created hereby, shall be sold, assigned, transferred, mortgaged, pledged or otherwise disposed of or encumbered, and Tenant shall not make any sublease of the Premises other than in accordance with the terms and provisions of Section 2.04. No Sale may occur at any time that an Event of Default exists. Landlord's consent shall be required for a Sale, which may be withheld in Landlord's sole discretion, except as otherwise provided herein or in the Redevelopment Agreement. Tenant shall not make any partial assignments of this Lease or submit all or part of

the Premises to the Illinois Condominium Property Act (765 ILCS 605/1), as amended from time to time.

12.02 Leasehold Mortgages. Tenant may mortgage, hypothecate or pledge the leasehold estate created hereby and the interest of Tenant in and to this Lease, together with Tenant's right, title and interest in the Restaurant/Retail Project subject to the terms of this Lease and the Redevelopment Agreement ("Leasehold Mortgage") for the sole purpose of financing or refinancing a portion of the necessary costs of construction of the Restaurant/Retail Project, or alterations or reconstruction thereof as permitted by Section 7, provided that (i) the Leasehold Mortgage shall provide that such Leasehold Mortgage and the rights of the mortgagee, its successors and assigns thereunder are and shall be subject and subordinate to all the terms, covenants and conditions of this Lease and the Redevelopment Agreement, (ii) such Leasehold Mortgage shall affect and encumber only, and no more, than Tenant's leasehold estate existing at the time of the execution and delivery of the Leasehold Mortgage and the right, title and interest of Tenant in and to the leasehold estate and leasehold improvements, (iii) the mortgagee under such Leasehold Mortgage shall, at the time the Leasehold Mortgage is made, meet the requirements set forth in Section 19.02, Section 20.04 and the Affidavit.

12.03 Notices to Landlord.

(a) If Tenant shall mortgage Tenant's leasehold estate pursuant to Section 12.02 above, the holder of such Leasehold Mortgage shall provide Landlord with written notice of the existence of such Leasehold Mortgage together with a true copy of the Leasehold Mortgage and the name and address of the Leasehold Mortgagee, Landlord and Tenant agree that, following receipt of such notice by Landlord, the provisions of this Section 12.03 shall apply in respect to such Leasehold Mortgage.

(b) In the event of any assignment of a Leasehold Mortgage (such assignment to be met with the prior approval of Landlord if the assignment purports to occur prior to the issuance of the Certificate), or in the event of a change of address of a Leasehold Mortgagee or of any assignee of such Leasehold Mortgage, notice of the new name and address shall be provided to Landlord in writing.

(c) All notices required to be given pursuant to this Section 12.03 shall be in writing and delivered to Landlord at its address set forth in Section 18.07 (or such other address as Landlord shall request) in the same manner as Section 18.07.

(d) Landlord shall promptly upon receipt of notice provided for in subsection (a) above, at the request of Tenant and/or Leasehold Mortgagee, either acknowledge receipt of such communication as constituting the notice provided for by subsection (a) above or, in the alternative, notify Tenant and the Leasehold Mortgagee of the rejection of such communication as not conforming with the provisions of subsection (a) and specify the specific basis of such rejection.

(e) After Landlord has received the notice provided for by subsection (a) above, Tenant, upon being requested to do so by Landlord, shall with reasonable promptness provide Landlord with copies of the note or other obligation secured by such Leasehold Mortgage, and of any other documents pertinent to the Leasehold Mortgage as specified by Landlord. Tenant shall thereafter also provide Landlord from time to time with a copy of each amendment or other modification or supplement to such instruments. All recorded documents shall be accompanied by the appropriate certification of the Office of the Recorder of Deeds of Cook County, Illinois as to their authenticity as true and correct copies of official records and all nonrecorded documents shall be accompanied by a certification by Tenant that such documents are true and correct copies of the originals. From time to time upon being requested to do so by Landlord, Tenant shall also notify Landlord of the date and place of recording and other pertinent recording data with respect to such instruments as have been recorded.

12.04 Consent of Leasehold Mortgagee Required. No surrender or modification of this Lease shall be effective as to any Leasehold Mortgagee unless consented to in writing by such Leasehold Mortgagee.

12.05 Default Notice. Landlord, upon providing Tenant with any notice of: (i) default under this Lease, or (ii) a termination of this Lease, shall at the same time provide a copy of such notice to the Leasehold Mortgagee. No such notice by Landlord to Tenant shall be deemed to have been duly given unless and until a copy thereof has been so provided to the Leasehold Mortgagee. From and after the date that such notice has been given to the Leasehold Mortgagee, the Leasehold Mortgagee shall have the same period, after the giving of such notice upon it, for remedying any default or causing the same to be remedied, as is given Tenant after the giving of such notice to Tenant, plus in each instance, the additional periods of time specified in Sections 12.06 and 12.07 to remedy the defaults, or with respect to non-monetary defaults, to commence remedying or cause to be remedied the defaults specified in any such notice. Landlord shall accept such performance by or at the instigation of such Leasehold Mortgagee as if the same had been done by Tenant. Tenant authorizes the Leasehold Mortgagee to take any such action at such Leasehold Mortgagee's option and does hereby authorize entry upon the Premises by the Leasehold Mortgagee for such purpose.

12.06 Notice to Leasehold Mortgagee of Election to Terminate.

(a) Anything contained in this Lease to the contrary notwithstanding, if any default shall occur which entitles Landlord to terminate this Lease, Landlord shall have no right to terminate this Lease unless, following the expiration of the period of time given Tenant to cure such default, Landlord shall notify Leasehold Mortgagee of Landlord's intent to so terminate at least thirty (30) days in advance of the proposed effective date of such termination if such default is capable of being cured by the payment of money, and at least forty five (45) days in advance of the proposed effective date of such termination if such default is not capable of being cured by the payment of money. The provisions of Section 12.07 shall apply if, during such

thirty (30) or forty five (45) day termination notice period, as applicable, any Leasehold Mortgagee shall:

(1) notify Landlord of such Leasehold Mortgagee's desire to nullify such notice; and

(2) pay or cause to be paid all Rent and other payments then due and in arrears as specified in the termination notice to such Leasehold Mortgagee and which may become due during such thirty (30) or forty five (45) day period, as applicable; and

(3) comply or in good faith, with reasonable diligence and continuity, commence to comply with all nonmonetary requirements of this Lease then in default other than the Personal Defaults identified in Section 12.07.

(b) Any notice to be given by Landlord to a Leasehold Mortgagee pursuant to any provision of this Section 12.05 shall be deemed properly addressed if sent to the Leasehold Mortgagee who served the notice referred to in Sections 12.03(a) or 12.03(b)

12.07 Procedure on Default.

(a) If Landlord shall elect to terminate this Lease by reason of any default of Tenant, and a Leasehold Mortgagee shall have proceeded in the manner provided for by Section 12.05, the specified date for the termination of this Lease as fixed by Landlord in its termination notice shall be extended for a period of six (6) months, provided that Leasehold Mortgagee shall, during such six (6) month period:

(1) pay or cause to be paid the Rent, and other monetary obligations of Tenant under this Lease as the same become due, and shall perform all of Tenant's other obligations under this Lease (and relating to the construction of the Restaurant/Retail Project, more fully described in the Redevelopment Agreement) and complete the performance of non-monetary requirements then in default, excepting Non-Curable Defaults; and

(2) if not enjoined or stayed, take steps to obtain possession of the Premises and to acquire or sell Tenant's interest in this Lease by foreclosure of the Leasehold Mortgage or other appropriate means and prosecute the same to completion with due diligence and to perform all Possession-Related Defaults, all subject to and in accordance with the applicable provisions of the Redevelopment Agreement.

(b) If at the end of such six (6) month period such Leasehold Mortgagee is complying with Section 12.06(a), this Lease shall not then terminate, and the time for completion by such Leasehold Mortgagee of its proceedings shall continue so long as such Leasehold Mortgagee is enjoined or stayed and thereafter for so long as such Leasehold

Mortgagee proceeds to complete steps to obtain possession of the Premises and to acquire or sell Tenant's interest in this Lease by foreclosure of the Leasehold Mortgage or by other appropriate means with reasonable diligence and continuity and continues to comply with Section 12.06(a). Nothing in this Section 12.06(b), however, shall be construed to extend this Lease beyond the Term thereof.

(c) If a Leasehold Mortgagee is complying with the provisions of Section 12.06(a), upon the acquisition of Tenant's leasehold estate by such Leasehold Mortgagee or its designee or any other purchaser at a foreclosure sale or otherwise this Lease shall continue in full force and effect as if Tenant had not defaulted under this Lease; provided that the Leasehold Mortgagee shall have completed the cure of all prior defaults, except Personal Defaults, and shall be diligently completing the cure of all Possession-Related Defaults.

(d) For the purposes of this Section 12.06, the making of a Leasehold Mortgage shall not be deemed to constitute an assignment or transfer of this Lease or of the leasehold estate hereby created, nor shall any Leasehold Mortgagee, as such, be deemed to be an assignee or transferee of this Lease or of the leasehold estate hereby created so as to require the Leasehold Mortgagee, as such, to assume the performance of any of the terms, covenants or conditions on the part of the Tenant to be performed hereunder, but the purchaser at any Sale of this Lease and of the leasehold estate hereby created in any proceedings for the foreclosure of any Leasehold Mortgage, or the assignee or transferee of this Lease and of the leasehold estate hereby created under any instrument of assignment or transfer in lieu of the foreclosure of any Leasehold Mortgage shall be deemed to be an assignee or transferee, shall be subject to Landlord's approval, and shall be deemed to have agreed to perform all of the terms, covenants and conditions on the part of Tenant under the Lease then in default except Personal Defaults, and thereafter perform in accordance with the Lease during the duration of the Term. If the Leasehold Mortgagee or its designee shall become holder of the leasehold estate and if the Restaurant/Retail Project or part thereof on the Premises shall have been or become materially damaged on, before, or after the date of such purchase and assignment, the Leasehold Mortgagee or its designee shall be obligated to repair, replace or reconstruct the Restaurant/Retail Project only to the extent of the net insurance proceeds received by the Leasehold Mortgagee or its designee by reason of such damage. However, should such net insurance proceeds be insufficient to repair, replace or reconstruct the Restaurant/Retail Project to the extent required by Section 7.05 and should the Leasehold Mortgagee or its designee choose not to fully reconstruct the building or other improvements to the extent required by Section 7.05 such failure shall constitute default, under this Lease.

(e) Any Leasehold Mortgagee acquiring the leasehold estate of Tenant pursuant to foreclosure, assignment in lieu of foreclosure or other proceedings may, upon acquiring Tenant's leasehold estate, subject to the requirements of Sections 14.04 and 20.04, sell and assign the leasehold estate on such terms and to such persons and organizations as are acceptable to such Leasehold Mortgagee and which are approved by Landlord as provided for in the Redevelopment Agreement and Section 12.16 of the Lease, and thereafter be relieved of all

obligations accruing thereafter under this Lease; provided that such assignee has cured all then existing defaults other than Personal Defaults and delivered to Landlord its written agreement to be bound by all of the provisions of this Lease.

(f) Notwithstanding any other provisions of this Lease, any sale of this Lease and of the leasehold estate hereby created in any proceedings for the foreclosure of any Leasehold Mortgage, or the assignment or transfer of this Lease and of the leasehold estate hereby created in lieu of the foreclosure of any Leasehold Mortgage to any Leasehold Mortgagee shall be deemed to be a permitted transfer or assignment of this Lease and of the leasehold estate hereby created, subject to compliance with Article 18 (as applicable) and Section 20.04.

12.08 New Lease. In the event of the termination of this Lease as a result of Personal Defaults, Landlord shall, in addition to providing the notices of default and termination as required by Sections 12.05 and 12.06 hereof provide each Leasehold Mortgagee with written notice that the Lease has been terminated, together with a statement of all sums which would at that time be due under this Lease but for such termination, and of all other defaults, if any, then known to Landlord. Landlord agrees to enter into a new lease ("New Lease") of the Premises with such Leasehold Mortgagee or its designee meeting the requirements of Section 12.07(e) and (f) and Sections 12.16, and 20.04, and Article 18 (as applicable), for the remainder of the Term of this Lease, effective as of the date of termination, at the Rent and upon the terms, covenants and conditions of this Lease, provided:

(a) Such Leasehold Mortgagee shall make written request upon Landlord for such New Lease within sixty (60) days after the date such Leasehold Mortgagee receives Landlord's notice of termination of this Lease given pursuant to this Section 12.08.

(b) Such Leasehold Mortgagee or its designee shall pay or cause to be paid to Landlord at the time of the execution and delivery of such New Lease any and all sums which would at the time of execution and delivery thereof be due pursuant to this Lease but for such termination and, in addition thereto, all reasonable expenses, including reasonable attorney's fees, which Landlord shall have incurred by reason of such termination and the execution and delivery of the New Lease and which have not otherwise been received by Landlord from Tenant or any other party in interest under Tenant. In the event of a controversy as to the amount to be paid to Landlord pursuant to this Section 12.08(b), the payment obligation shall be satisfied if Landlord shall be paid the amount not in controversy, and the Leasehold Mortgagee or its designee shall agree to pay any additional sum ultimately determined to be due plus interest at _____ and such obligation shall be adequately secured.

(c) Such Leasehold Mortgagee or its designee shall pay all sums due under the Lease (subject to the offset in Section 12.08(b) and agree to remedy any of Tenant's other defaults (other than Personal Defaults) of which said Leasehold Mortgagee was notified by Landlord's notice of termination within a reasonable period.

(d) Any New Lease made pursuant to this Section 12.08 shall be prior to any mortgage or other lien, charge or encumbrance on the fee of the Premises except Title Matters and matters created by, through or under Tenant, and the tenant under such New Lease shall have the same right, title and interest in and to the Premises and the buildings and improvements thereon as Tenant had under this Lease.

(e) If more than one Leasehold Mortgagee shall request a New Lease pursuant to this Section 12.08, Landlord shall enter into such New Lease with the Leasehold Mortgagee whose mortgage is prior in lien, or with the designee of such Leasehold Mortgagee. Landlord, without liability to Tenant or any Leasehold Mortgagee with an adverse claim, may rely upon a mortgagee title insurance policy issued by a responsible title insurance company doing business within the state in which the Premises are located as the basis for determining the appropriate Leasehold Mortgagee who is entitled to such New Lease.

12.09 Non-Curable Defaults. Nothing herein contained shall require any Leasehold Mortgagee or its designee as a condition to its exercise of right hereunder to cure any default specified in subsections (g), (h), (j), (k), (m) and (o) of Section 14.01 ("Personal Defaults") or any defaults ("Possession-Related Defaults") which require possession of the Premises (but only until the earlier to occur of possession of the Premises or a period reasonably necessary to obtain such possession) which are not reasonably susceptible of being cured by such Leasehold Mortgagee or its designee (collectively, "Non-Curable Defaults"), in order to comply with the provisions of Sections 12.05 and 12.06 of this Lease to the extent set forth therein.

12.10 Eminent Domain. Tenant's share, as provided by Article 17 of this Lease, of the proceeds awarded to Tenant arising from an exercise of the power of eminent domain shall, subject to the provisions of such Article 17, be disposed of as provided for by any Leasehold Mortgagee.

12.11 Casualty Losses. A standard mortgagee clause naming the Leasehold Mortgagee may be added to any and all insurance policies required to be carried by Tenant hereunder on condition that the insurance proceeds are to be applied in the manner specified in this Lease and the Leasehold Mortgage shall so provide; except that the Leasehold Mortgage may provide a manner for the disposition of such proceeds, if any, otherwise payable directly to Tenant (but not such proceeds, if any, payable jointly to Landlord and Tenant or to be held in trust under this Lease) pursuant to the provisions of this Lease.

12.12 No Merger. So long as any Leasehold Mortgage is in existence, unless Leasehold Mortgagee shall otherwise expressly consent in writing, the fee title to the Premises and the leasehold estate of Tenant therein created by this Lease shall not merge but shall remain separate and distinct, notwithstanding the acquisition of said fee title and said leasehold estate by Landlord or by Tenant or by a third party, by purchase or otherwise.

12.13 No Other Liens. Except as permitted by the provisions of Section 12.02 hereof or Section 4.15 of the Redevelopment Agreement, Tenant shall not create or permit to be created or to exist or suffer to exist or remain any lien, encumbrance or charge (including but not limited to mechanics' or materialmen's liens or similar liens by reason of work, labor, services or materials supplied to Tenant or to anyone holding the Premises, the Restaurant/Retail Project or any parts thereof by, through or under Tenant), which might be or become a lien, encumbrance or charge upon or against the Premises or the Restaurant/Retail Project, or upon or against the Landlord's interest in and to the land constituting the Premises, or upon or against Tenant's leasehold interest therein; provided, however, that nothing in this Section contained shall be deemed to limit or restrict Tenant's rights under Section 12.11 or under any similar provisions of this Lease providing for the right of Tenant to contest by appropriate proceedings and in good faith the validity or amount of any tax, charge, lien or imposition upon or claimed upon or against the Premises or the Restaurant/Retail Project.

12.14 Contested Liens. Tenant shall not be deemed to be in default hereunder in the event any lien shall attach or shall exist which is prohibited by or which is contrary to or in violation of the provisions of this Lease: (a) if such lien shall arise as a matter of law, but the amount of said lien be not yet due and payable; or (b) if any such lien shall arise and Tenant shall continuously, diligently and in good faith contest the same, or the validity thereof, by appropriate legal proceedings which shall operate to prevent the foreclosure of any such lien, provided that Tenant shall give advance written notification to Landlord that it is the intent of Tenant to contest the validity or collection thereof and Tenant shall also comply with the further following provisions of this Section 12.14. In the event Tenant contests any such lien, Tenant shall give a satisfactory indemnity to Landlord or deposit with Landlord a letter of credit or cash reasonably satisfactory to Landlord in an amount equal to the amount of the claim or lien, plus such interest and penalties, court costs, or other charges as Landlord, any fee mortgagee or title insurer may reasonably estimate to be payable by Tenant at the conclusion of such litigation or is required to provide insurance over any potential lien. In the event such letter of credit or cash shall be so deposited, the same shall be held until such claim or other imposition shall have been released and discharged and shall thereupon be returned to Tenant, less any amounts expended by Landlord to procure such release or discharge, or any loss, cost, damage, reasonable attorneys' fees or expense incurred by Landlord by virtue of the contest of such lien.

12.15 Priority of Landlord's Title. Landlord shall at any time have the right, in its sole discretion, to file appropriate proceedings at law or in equity requesting a determination that any lien, charge or other encumbrance on the Premises or the Restaurant/Retail Project shall be subordinate to the interest of Landlord in the Premises or the Restaurant/Retail Project.

12.16 Restriction on Sale. Prior to and during the construction of the Restaurant/Retail Project by Tenant, in accordance with the terms and provisions of the Redevelopment Agreement, including without limitation, Section 8.2, and this Lease, Tenant shall not, without the consent of Landlord, allow a Sale without the prior written consent of Landlord. Subsequent to the issuance of the Certificate by Landlord regarding the completion of

the Restaurant/Retail Project until the expiration of the Term, there shall be no Sale by Tenant without the written consent of Landlord, which consent may be withheld in Landlord's sole discretion for any reason; Landlord may impose conditions in connection with any consent to such Sale as, it may deem appropriate.

In the event of a Sale as described herein, the Subsequent Developer who acquires an interest in the Lease and the Premises shall agree to operate the Restaurant/Retail Project in accordance with and otherwise comply with the terms and provisions of this Lease, including, without limitation, the public policy covenants and post-Certificate requirements described in Article 18 of the Lease.

ARTICLE 13. SURRENDER

13.01 Premises Revert to Landlord. Tenant, for itself and for its successors and assigns in, under and to this Lease and for its grantees, successors and assigns in, under and to the Premises and the Restaurant/Retail Project, expressly covenants and agrees with Landlord that upon the expiration of the Term by lapse of time or upon the earlier termination of this Lease for any reason whatsoever (except as a consequence of default hereunder by Landlord), including as a result of the occurrence of an Event of Default as more fully provided for in Article 14, the Premises and the Restaurant/Retail Project together with all right, title and interest of Tenant in and to all improvements, personal property and materials and supplies in the Premises and the Restaurant/Retail Project used in the maintenance or operation of the Premises and the Restaurant/Retail Project, shall be and become the property solely of Landlord, and Tenant shall have no further right, title or interest therein, and this Lease shall in such event constitute and effect a conveyance, transfer and assignment of the Premises and the Restaurant/Retail Project (including related improvements, and any personal property, materials and supplies), without the execution of any further instruments of conveyance, assignment or transfer by or on behalf of Tenant (it being understood that nothing contained in this Section 13.01 shall in any way modify or affect any of the provisions of Section 14.02). Notwithstanding the foregoing, Tenant covenants and agrees that it will promptly upon such termination of the Lease, execute a quitclaim deed and such other instruments of assignment, transfer and conveyance of the Premises and the Restaurant/Retail Project (including related improvements, and any personal property, materials and supplies) as may be reasonably necessary to further evidence and make of record the provisions of this Section 13.01, or to confirm by way of further assurance the provisions hereof and the title of Landlord as a result of such termination of Tenant's right, title and interest in the Premises and the Restaurant/Retail Project. Tenant covenants and agrees that at the time Landlord shall be entitled to obtain possession of the Premises and the Restaurant/Retail Project and related improvements and property upon termination of this Lease (whether by expiration of time or otherwise), Landlord shall acquire title to the Theater Project and the Premises free and clear of all liens, charges and encumbrances other than the liens of current taxes and assessments, if any, not in default, and

such liens, charges or encumbrances to which the Premises at the time shall be subject in accordance with the terms and provisions of this Lease.

13.02 Landlord's Right to Possession. Upon the expiration of the Term by lapse of time or upon the earlier termination of this Lease for any reason whatsoever, including as the result of the occurrence of an Event of Default as more fully provided for in Article 14, and also in the event under any of the provisions of this Lease the right of Tenant to possession of the Premises and of the Restaurant/Retail Project has ceased and Landlord under the terms of this Lease has such right of possession even though the Term has not expired, Tenant shall and will surrender and deliver up the Restaurant/Retail Project (and its related improvements) and the Premises into the possession and use of Landlord immediately, and Tenant hereby acknowledges and agrees that Landlord shall have the right in any such event to enter into and upon said Premises and the Restaurant/Retail Project, to take possession thereof, with or without process of law, and the right to expel and remove Tenant, using such force as may reasonably be necessary, and such entry or possession shall not constitute a trespass or forcible entry or detainer.

ARTICLE 14. DEFAULTS AND REMEDIES

14.01 Events of Default. The occurrence of any one or more of the following events shall constitute an "Event of Default" hereunder:

(a) If Tenant shall fail to pay any installment of rent required to be paid by Tenant when due under the provisions of this Lease and such default shall continue for ten (10) days after notice thereof by Landlord in writing to Tenant; or

(b) If Tenant shall default in the payment as provided in this Lease of any sums required by the terms hereof to be paid by Tenant, and such default shall continue for twenty (20) days after notice thereof by Landlord in writing to Tenant; or

(c) If Tenant fails to commence with the construction of the Restaurant/Retail Project on or before the date required by this Lease and the Redevelopment Agreement, as extended by reason of Force Majeure Delays; or

(d) If Tenant fails to complete the Restaurant/Retail Project within the time period required by this Lease and the Redevelopment Agreement, as extended by reason of Force Majeure Delays; or

(e) If Tenant shall default in the performance of any covenant, promise or agreement on the part of Tenant contained in this Lease (including, without limitation, Section 19.02) not otherwise specified in this Section 14.01 and such default shall continue for thirty (30) days after notice thereof in writing by Landlord to Tenant, or if such default or condition which gives

rise thereto cannot with due diligence and good faith be cured within such thirty (30) day period, if Tenant shall not in good faith and within the period of thirty (30) days commence the curing of such default and pursue the curing of such default continuously and diligently and in good faith to the end that such default shall be cured within such minimum period in excess of thirty (30) days as may be reasonably necessary to cure such default through pursuing such cure promptly, diligently, continuously and in good faith; provided, however, that such additional period beyond thirty (30) days shall not apply to a default that creates a clear and present danger to persons or property or materially adversely affects Landlord's interest in the Premises or the Restaurant/Retail Project, or if the failure or default by Tenant is one for which Landlord (or any officer or employee or agent thereof) may be subject to fine or imprisonment; or

(f) If Tenant shall suffer or permit any lien or encumbrance (other than as permitted pursuant to Article 12) to attach to the Premises or the leasehold interest of Tenant or the Restaurant/Retail Project and Tenant shall not discharge said lien or encumbrance within thirty (30) days, or within ten (10) days prior to any sale or disposition or forfeiture pursuant to such execution, whichever date shall first occur; or

(g) If Tenant shall be declared bankrupt or insolvent or shall make an assignment of its property for the benefit of creditors; or

(h) If Tenant shall consent to the appointment of a trustee or receiver of Tenant for any portion of the Premises or the Restaurant/Retail Project or its interest therein; or

(i) If a trustee or receiver is appointed for Tenant or for its interest in the Premises or the Restaurant/Retail Project or any part thereof and such trustee or receiver shall not within sixty (60) days have been discharged, or Tenant has not within sixty (60) days taken appropriate action to secure a review of such appointment and to appeal therefrom and to stay the taking of possession by such trustee or receiver pending such review or appeal; or

(j) If bankruptcy, reorganization, arrangement or liquidation proceedings or relief under any bankruptcy law or other law for the relief of debtors are instituted by or against Tenant, and if instituted against Tenant are consented to by it or are not dismissed within sixty (60) days after such institution; or

(k) If Tenant shall default under the terms of any Leasehold Mortgage and such default continues beyond any applicable notice, grace and cure periods; or

(l) If Tenant shall fail to carry all required insurance under Article 10 of this Lease or Section 14 of the Redevelopment Agreement and such failure continues for five (5) days after written notice by Landlord to Tenant; or

(m) Any material misrepresentation (including by omission) made by Tenant in this Lease or by Tenant in Section 2.1 of the Redevelopment Agreement, or the Affidavit; or

(n) If Tenant shall fail to comply with an order of a court of competent jurisdiction or proper order of a governmental agency within the required time period; and such act, event or failure has not been cured or corrected by the later to occur of (a) any cure period stated therein and (b) sixty (60) days after occurrence of the act, event or failure; or

(o) If an event of default occurs under the Redevelopment Agreement or documents delivered by Tenant in connection therewith, taking into account any applicable grace and cure provisions.

14.02 Termination. Upon the occurrence of any Event of Default, Landlord may (except as otherwise provided in or as may result from the provisions of Section 12.04 and subject always to the provisions of said Section 12.04) at its option exercise any one or more or any combination or series of any one or more of the following remedies:

(a) Irrespective of whether Landlord has previously availed itself of its remedies under Subsection 14.02(b), Landlord may at any time during the continuance of such Event of Default terminate this Lease and declare the Term ended by giving Tenant notice of such termination, stating the date upon which such termination shall take effect, which date shall not be earlier than ten (10) days from the date of Tenant's receipt of such notice, whereupon this Lease and the Term shall expire and terminate on the date specified in such notice and Landlord shall thereupon have the right without further notice and either with or without process of law to reenter the Premises and to remove Tenant and to repossesses the Premises and the Restaurant/Retail Project;

(b) Landlord may at any time during the continuance of such Event of Default terminate the right to possession of the Premises and the Restaurant/Retail Project, and any part thereof, by Tenant and all persons or other entities claiming by, through or under Tenant, by giving Tenant notice of such termination of possession, stating the date upon which such termination shall take effect (which date shall not be earlier than ten (10) days from the date of Tenant's receipt of such notice), whereupon Tenant and all persons or other entities claiming by, through or under Tenant shall then quit and surrender the Premises and the Restaurant/Retail Project to Landlord, but Tenant shall remain liable hereunder;

(c) Landlord may enforce the provisions of this Lease and may enforce and protect the rights of Landlord hereunder by suit or suits in equity or at law for the specific performance of any covenant or agreement herein contained or for the enforcement of any other appropriate, legal or equitable remedy; and

(d) Landlord shall be entitled to recover from Tenant all the rent and other sums payable by Tenant or for which Tenant may be obligated for the period up to and including the date that this Lease expires or is sooner terminated, and any other actual damages which Landlord shall have sustained by reason of the breach of any of the terms, covenants, or conditions of this Lease.

14.03 Re-entry. Tenant agrees, upon receipt of notice of termination, to at once surrender possession of the Premises, the Restaurant/Retail Project and related improvements to Landlord. Tenant expressly waives (to the full extent permitted by law) the service of any other notice of intention to terminate this Lease or of the intention to re-enter which may be presently provided for by any statute or other law, or any future amendment or similar statute or law (so long as, in the case of a future amendment or statute or law, the remedies to be exercised by Landlord are not substantially different than remedies presently available to Landlord), and agrees that the occurrence of any Event of Default shall of itself, upon service of the notice above provided for, constitute a forcible detainer by Tenant of the Premises within the meaning of the statutes of the State of Illinois. No receipt of money by Landlord from Tenant after any termination, howsoever occurring, of this Lease shall reinstate, continue or extend the Term.

14.04 No Waiver. The specified remedies to which Landlord may resort under the terms of this Lease are cumulative and are not intended to be exclusive of any other remedies or means of redress to which Landlord may be lawfully entitled in case of any breach or threatened breach by Tenant of any provision of this Lease. The failure of Landlord to insist in any one or more cases upon the strict performance of any of the covenants of this Lease or right to approval or consent shall not be construed as a waiver or a relinquishment for the future application and enforcement of such covenant or right to approve or consent. In addition to the other remedies in this Lease provided, Landlord shall be entitled to the restraint by injunction of the violation, or attempted or threatened violation, of any of the covenants, conditions or provisions of this Lease or to a decree compelling performance of any of the covenants, conditions or provisions of this Lease.

ARTICLE 15. INDEMNITY

Tenant agrees to indemnify, defend and hold Landlord, its agents and employees ("Indemnified Parties") harmless from and against any losses, costs, damages, liabilities, claims, suits, actions, causes of action and expenses (including, without limitation, attorneys' fees and court costs) suffered or incurred by Landlord (excepting those caused by the negligent acts of Landlord) from or in connection with: (i) the failure of Tenant to perform its obligations under the Lease; (ii) the failure of Tenant or any Contractor to pay contractors, subcontractors or materialmen in connection with the construction of the Restaurant/Retail Project, its reconstruction in the event of damage or destruction, or the undertaking of any Alterations or Substantial Alterations provided for in Article 7; (iii) a material misrepresentation or omission in the Redevelopment Agreement or the Lease (or other document relating thereto) which is the result of information supplied or omitted by Tenant or by agents, employees, contractors or persons acting under the control or at the request of Tenant; (iv) any activity undertaken by Tenant at the Premises; and (v) any claim or cost relating to the soil and environmental condition of the Premises.

ARTICLE 16. HAZARDOUS SUBSTANCES

16.01 Defined Terms

(a) "Hazardous Material" shall mean asbestos, asbestos-containing materials, polychlorinated biphenyls (PCBs), petroleum products, (other than petroleum products that are normally contained in motor vehicles or on-site mechanical devices used in the ordinary course, to the extent such products are not released) and any other hazardous, special or toxic materials, wastes and substances including those that are defined, determined or identified as such in any Environmental Law.

(b) "Environmental Law" shall mean any federal, state or local law, statute, ordinance, code, rule, regulation, license, authorization, decision, order, injunction, which pertains to health, safety, any Hazardous Material, or the environment (including but not limited to ground or air or water or noise pollution or contamination, and underground or above-ground tanks) and shall include, without limitation, the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. Sec. 6901 et seq., as amended by the Hazardous and Solid Waste Amendments of 1984; the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. Sec. 9601 et seq. ("CERCLA"), as amended by the Superfund Amendments and Reauthorization Act of 1986 ("SARA"); the Hazardous Materials Transportation Act, 49 U.S.C., Sec. 1801 et seq.; the Federal Water Pollution Control Act, 33 U.S.C. Sec. 1251 et seq.; the Clean Air Act, 42 U.S.C. Sec. 7401 et seq.; the Toxic Substances Control Act, 15 U.S.C. Sec. 2601 et seq.; the Safe Drinking Water Act, 42 U.S.C., Sec. 300f et seq.; the Illinois Environmental Protection Act, 415 ILCS 5/1 et seq.; the Municipal Code of the City of Chicago; and any other local, state or federal environmental statutes, and all rules, regulations, orders and decrees now or hereafter promulgated under any of the foregoing, as any of the foregoing now exist or may be changed or amended or come into effect in the future.

(c) "Environmental Claim" shall mean and include any demand, notice of violation, inquiry, cause of action, proceeding or suit for damages (including reasonable attorneys' and experts' fees), losses, injuries to person or property, damages to natural resources, fines, penalties, interest, cost recovery, compensation, or contribution resulting from or in any way arising in connection with any Hazardous Material or any Environmental Law.

(d) "Environmental Condition" shall mean the existence of any Hazardous Material on the Premises: (a) in violation of, or requiring cleanup under, any Environmental Law or the provisions of this Article 16; or (b) which subjects Landlord to liability for any Environmental Claim or which must be remediated to prevent Landlord from incurring liability as a result of such Environmental Claim.

(e) "Environmental Remediation" shall mean any investigative, cleanup, removal, containment, remedial or other action relating to an Environmental Condition: (a) required

pursuant to any Environmental Law; or (b) necessary to prevent Landlord from incurring, or relieve Landlord from, liability as a result of an Environmental Claim.

16.02 Tenant's Covenants with Respect to Environmental Matters. During the Term, Tenant, at its sole cost and expense, shall:

- (a) comply with all Environmental Laws relating to the use and operation of the Premises and in performance of Environmental Remediation;
- (b) keep the Restaurant/Retail Project and the Premises free of Hazardous Materials, except as may be necessary in connection with the construction and maintenance of the Restaurant/Retail Project on the Premises, and shall generate, store, use and handle any Hazardous Materials on the Premises for these purposes in compliance with Environmental Laws;
- (c) secure, maintain and comply with all permits required by applicable Environmental Laws in connection with the use of the Premises;
- (d) arrange for the transportation and off-site disposal, in accordance with applicable Environmental Laws, of all Hazardous Materials generated at the Premises;
- (e) in the case of an Environmental Condition:
 - (1) promptly, but no later than three (3) business days after the discovery of an Environmental Condition, notify Landlord of the Environmental Condition;
 - (2) furnish a letter of credit, personal guaranty, escrow of funds or other security reasonably acceptable to Landlord to secure performance of Environmental Remediation and to assure Landlord that all necessary funds are readily available to Landlord to pay the costs and expenses of Environmental Remediation;
 - (3) submit to Landlord for review and approval prior to commencement of any Environmental Remediation, a proposed scope of work and timetable therefor, and provide Landlord with a cost estimate for same;
 - (4) diligently perform Environmental Remediation, as approved by Landlord;
 - (5) submit to Landlord in a timely manner for review and comment the documentation and information required by Section 16.03 relating to Environmental Remediation, including proof satisfactory to Landlord at the conclusion of the work of proper implementation; and

- (6) comply with applicable release reporting requirements and provide Landlord with any information necessary to comply.

16.03 Copies of Notices.

During the Term, Tenant and Landlord shall each provide the other promptly with copies of all summons, citations, directives, information inquiries or requests, notices of potential responsibility, notices of violation or deficiency, orders or decrees, Environmental Claims, complaints, investigations, judgments, letters, notices of environmental liens or response actions in progress, and other communications, written or oral, actual or threatened, received in the case of Tenant, by Tenant or any occupant of the Premises, or in the case of Landlord, by Landlord, from the United States Environmental Protection Agency, Occupational Safety and Health Administration, Illinois Environmental Protection Agency, or other federal, state or local agency or authority, or any other entity or individual (including both governmental and non-governmental entities and individuals), concerning (a) any actual or alleged release of a Hazardous Material on, to or from the Premises; (b) the imposition of any lien on the Premises relating to any Hazardous Material; (c) any actual or alleged violation of or responsibility under Environmental Laws; or (d) any actual or alleged liability under any theory of common law tort or toxic tort, including without limitation, negligence, trespass, nuisance, strict liability or ultrahazardous activity.

ARTICLE 17. CONDEMNATION

17.01 Procedure. In the event that at any time during the Term of this Lease, all or a portion of the Premises, and the Restaurant/Retail Project, or all access thereto, or Tenant's entire leasehold interest in all or a portion of the Premises pursuant to this Lease, is taken or damaged by the exercise of power of eminent domain by any condemning authority ("Condemnation Proceedings), then (whether or not this Lease terminates by operation of law upon the exercise of such power), the share of any award resulting to Landlord or Tenant for the taking of their respective interests in and to the Premises and Restaurant/Retail Project or damages resulting to their respective interests by reason of the exercise of such power of eminent domain, shall be separately determined by the court having jurisdiction, not by the jury, and separate judgments with respect to such damages to Landlord or Tenant, respectively, and to each of their respective interests, shall thereafter be made and entered. Landlord and Tenant shall make such requests and petitions to the court as are consistent with the foregoing procedure.

17.02 Total Taking. In the even that: (a) all of the Premises and Restaurant/Retail Project are sought to be taken by the exercise of the power of eminent domain; or (b) under the threat of condemnation, all of the Premises and Restaurant/Retail Project are conveyed to a condemning authority pursuant to an agreement between Landlord and Tenant or mortgagee and such condemning authority; or (c) a portion of the Premises and Restaurant/Retail Project are

taken by eminent domain or conveyed as aforesaid under threat of condemnation and the remainder of the Premises and Restaurant/Retail Project are not capable of being restored to a condition as may be reasonably required to fulfill the extent and purpose of this Lease; or (d) all of the Premises and Restaurant/Retail Project are taken by the exercise of the power of eminent domain for occupancy by a condemning authority for a temporary period and such temporary period extends beyond the date of the termination of this Lease; this Lease shall terminate effective upon the date that the condemning authority legally acquires the right of possession to the Premises and Restaurant/Retail Project. In the event of termination of this Lease as aforesaid, Rent, impositions and any other sum or sums of money and other charge whatsoever provided in this Lease to be paid by Tenant shall be paid by Tenant up to the date of such termination. The amount of compensation and damages resulting to Landlord and Tenant respectively, and to their respective interests in and to the Premises and the Restaurant/Retail Project and in and to and in connection with this Lease in the event of termination of this Lease as aforesaid shall be determined in accordance with the provisions of Section 17.01.

In the event of a taking of the Premises and Restaurant/Retail Project described in this Section 15.02 and the termination of the Lease as aforesaid, the entire award shall be disbursed as follows:

- (a) Landlord shall first be paid that portion of the award which represents the value of Landlord's interest in the Premises, Restaurant/Retail Project and related improvements.
- (b) The balance of any such award shall then be paid to Tenant after first deducting the following items (1) and (2):
 - (1) The amount of Rent and any other amount due and owing up to the date the condemning authority legally takes possession of the Premises and Project, which shall be paid to Landlord; and
 - (2) All impositions which under the terms of this Lease are provided to be paid by Tenant, which shall either be paid to Landlord to be used for the intended purpose or shall be applied directly to the payment of such impositions.

17.03 Partial Taking. In the event that less than the entire Premises and Restaurant/Retail Project and access thereto or Tenant's leasehold interest in less than the entire Premises and Restaurant/Retail Project and access thereto is taken permanently by the exercise of the power of eminent domain, and if the remainder of the Premises and Restaurant/Retail Project are capable of being restored to a condition reasonably required to fulfill the intent and purpose of this Lease, then in such event, this Lease shall not terminate but shall remain in full force and effect and Tenant shall continue to perform and observe all of the obligations of Tenant hereunder, including the obligations to pay Rent and impositions as provided herein and

restore the Premises and Restaurant/Retail Project to a condition required to fulfill the interests and purpose of this Lease.

In the event of such partial taking, Landlord shall first be paid that portion of the award which represents the value of its interest in and to the Premises and Restaurant/Retail Project as may have been taken as a result of such partial taking. Next, Tenant shall first be paid an amount of any award in trust sufficient to undertake the complete restoration of the Premises and Restaurant/Retail Project as may be necessary as a result of such partial taking, after deducting therefrom and paying to or applying for the benefit of the Landlord the amounts set forth in subparagraphs (1) and (2) in Section 17.02. Tenant shall be entitled to receive and retain any balance remaining of such award made as a result of such partial taking. If the proceeds are insufficient to complete restoration of the Premises and Restaurant/Retail Project, Tenant shall nevertheless perform such restoration at its cost, in accordance with the provisions of Article 6 of this Lease.

17.04 Temporary Taking. If the temporary use of the whole or any part of the Premises and the Project shall be taken by Condemnation Proceedings as hereinabove referred to for a period which does not extend beyond the Term of this Lease, this Lease shall not terminate by reason thereof and Tenant shall continue to pay in full the Rent, impositions and other charges herein provided to be paid or assumed or reimbursed by Tenant, and, except only to the extent that Tenant is prevented from so doing by reason of any order of the condemning authority, Tenant shall continue to perform and observe all of the covenants, conditions and obligations hereof which are herein provided to be observed or performed by Tenant, all to the same extent and with the same force and effect as if such temporary use or taking had not occurred. Any award for such temporary taking, whether paid or by way of damages, rent or otherwise shall be received, held and disbursed in the manner following:

- (1) An amount equal to the sum of (x) the Rent for the entire period of such temporary use or taking, plus (y) the estimated amount of the impositions for such period (computed on the basis of the most recently ascertainable information) shall be deposited with an escrow trustee acceptable to Landlord and shall be from time to time applied to the payment of Rent and impositions as the same from time to time become due and payable.
- (2) The amount jointly agreed upon by Landlord and Tenant as the estimated amount required to be expended upon the termination of such temporary use or occupancy to restore the Restaurant/Retail Project as nearly as may be reasonably possible to the condition in which same was immediately prior to such taking, shall be reserved and shall be used and available for use for such purposes (and if no agreement is reached, then Landlord may deduct and retain an amount reasonably estimated by Landlord); and

- (3) The remainder shall be paid over to and become the property of Tenant; however, the amount of any Rent or other charges then owing by Tenant to Landlord under the provisions of this Lease, together with all unpaid impositions, and the amount so deducted shall be paid to or upon the order of Landlord.

17.05 Taking Upon Possession. The Premises and the Restaurant/Retail Project or any part thereof shall be deemed to be taken by Condemnation Proceedings within the meaning of the foregoing provisions upon the transfer of possession thereof to the condemning authority; provided, however any valuation of the Landlord's or Tenant's interests shall be as of the date of the filing of Condemnation Proceedings.

17.06 No Restriction. Nothing in this Lease or the existence of this Lease shall be construed to restrict or in any way interfere with the exercise of eminent domain by the City of Chicago.

17.07 Taking of Tenant's Entire Leasehold Interest. In the event of a taking of Tenant's entire leasehold interest whether or not there is a taking of the underlying fee interest, the value of such leasehold interest shall be the difference between the fair cash rental value of the Premises as improved and the Rent reserved under this Lease and including payment of impositions, discounted for the present value.

ARTICLE 18. EMPLOYMENT OPPORTUNITY OBLIGATIONS

During the construction of the Restaurant/Retail Project by Tenant, Tenant and its Contractors shall fully comply with the terms and provisions of Section VI of the Redevelopment Agreement concerning employment opportunity obligations, including, without limitation, the general employment obligations described in subsection 6.1 of the Redevelopment Agreement, the Chicago resident employment obligations described in subsection 6.2 therein, and the MBE/WBE obligations described in subsection 6.3 therein, all of which shall be deemed to be incorporated herein by reference as it set forth herein. During the entire Term of the Lease, the provisions of subsection 6.1 of the Redevelopment Agreement shall remain applicable. In addition, during the construction of the Restaurant/Retail Project, Tenant shall require that all Contractors and subcontractors comply with the provisions described in Section 4.8(d) of the Redevelopment Agreement, including, without limitation, compliance with the Prevailing Wage Act of Illinois, 820 ILCS 130/1 et seq. (1993).

ARTICLE 19. PUBLIC POLICY COVENANTS AND POST-CERTIFICATE REQUIREMENTS

19.01 Tenant's Public Policy Covenants. Tenant shall not discriminate based upon race, color, religion, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military status, parental status or source of income in the use or occupancy of the Restaurant/Retail Project or the Premises or any part thereof. In addition, Tenant agrees that it shall comply with any and all federal, state and local laws, rules and regulations with regard to accessibility standards for the physically disabled, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. 12101, et seq. (1990) and 47 U.S.C. 152, 221, 225 and 611 (1990), the Illinois Environmental Barriers Act, 410 ILCS 25/1, et seq. (1992) and the Illinois Accessibility Code, 7 Ill. Admin. Code Ch. 1, subch. B, Sec. 400.100, et seq. (1988). The undertakings of the Tenant described in this subsection 19.01 are sometimes referred to herein as "Public Covenants".

19.02 Use And Performance Requirements. From the period commencing with the issuance of the Certificate by the DPD and for the entire Term, Tenant shall be obligated to operate the Restaurant/Retail Project as a first class restaurant and retail facility complementary and compatible with the Theater Project. Any office uses shall be strictly limited to use by Tenant, arts-related entities, or restaurant or retail entities operating at the Premises.

19.03 Employment, Creation and Retention. Upon the issuance of the Certificate for the Restaurant/Retail Project by the DPD and the commencement of the operation of the "Goodman Theatre" by Tenant, until the expiration of the Term, Tenant shall be obligated to create and maintain at least fifty (50) full time permanent jobs and fifty (50) part time jobs, each directly related to the operation of the Restaurant/Retail Project; however, the Subtenant anticipates that the actual number of job hires on an annual basis will exceed the job hire projections described in this subsection.

19.04 Public Benefits Program. Tenant has entered into that certain Public Benefits Agreement with Landlord dated as of _____, 1997, substantially in the form attached hereto as Exhibit C, to cause the development and implementation of a public benefits program ("Public Benefits Program") affecting the operation of the Restaurant/Retail Project.

19.05 Status Reports. Tenant shall provide the Landlord with quarterly status reports (due on the first (1st) business day of each calendar quarter commencing with _____, 19____) describing in sufficient detail Tenant's compliance with Tenant's Public Policy Covenants, Use and Performance Covenants, the Public Benefits Program and the Agreement to Provide Assistance to the Chicago School Reform Board of Trustees.

ARTICLE 20. MISCELLANEOUS PROVISIONS

20.01 Entire Agreement. Except as otherwise provided herein, the Redevelopment Agreement and Lease including the exhibits and documents incorporated by reference into such documents, contains the entire agreement of the parties with respect to the Restaurant/Retail Project, and supersedes all prior agreements, negotiations and discussions with respect thereto, and shall not be modified, amended or changed in any manner whatsoever except by mutual consent of the parties as reflected by written instrument executed by the parties hereto. Notwithstanding the foregoing, it is agreed that no material amendment or change shall be made or be effective unless ratified or authorized by an ordinance duly adopted by the City Council of the City. The term "material" for the purpose of this subsection 20.01 shall be defined as any deviation from the terms and provisions of the Redevelopment Agreement and the Lease which operates to cancel or otherwise reduce any developmental or construction obligation of Tenant by more than five percent (5%) or materially changes the Premises or character of the Restaurant/Retail Project or any activities undertaken by Tenant affecting the Premises, the Restaurant/Retail Project, or both, or increases any time agreed for performance by either party by more than ninety (90) days.

20.02 Severability. If any term or provision of this Lease or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

20.03 Choice of Law. This Lease shall be construed and enforced in accordance with the laws of the State of Illinois.

20.04 Conflict of Interest. Tenant represents and warrants that no member of the governing body of the City of Chicago or other unit of government and no other officer, employee or agent of the City of Chicago or other unit of government who exercises any functions or responsibilities in connection with the Lease or carrying out of the Restaurant/Retail Project has any personal interest, direct or indirect, in the Lease or the Restaurant/Retail Project. Tenant further covenants that: (1) no member of the governing body of the City of Chicago and no officer, employee or agent of the City of Chicago or other unit of government exercising any functions or responsibilities in connection with the Restaurant/Retail Project or the Lease shall acquire any personal, financial or economic interest, direct or indirect, in Tenant, the Restaurant/Retail Project or this Lease, and (2) no member of or delegate to the Congress of the United States or the Illinois General Assembly and no alderman of the City of Chicago or employee of the City of Chicago shall be admitted to any share or part of this Lease or any financial benefit to arise from it. This Lease is subject to and Tenant shall comply with all requirements of and avoid engaging in any acts or conduct which would result in or entice any third party to commit a violation of Chapter 2-156 of the Code.

20.05 Survival. All representations and warranties contained in the Redevelopment Agreement and this Lease are made as of the execution date of the Lease and the execution, delivery and acceptance hereof by the parties shall not constitute a waiver of rights arising by reasons of any misrepresentation.

20.06 Disclaimer. No provision of the Lease nor any act of Landlord, shall be deemed or construed by any of the parties, or by third persons, to create any relationship of third-party beneficiary, or of principal or agent, or of limited or general partnership, or of joint venture, or of any association or relationship involving the Landlord.

20.07 Notices. Any notice called for herein shall be in writing and shall be mailed postage prepaid by registered or certified mail with return receipt requested, or hand delivered and receipted, as follows:

If to Landlord: Commissioner
 Department of Planning and Development
 Room 1000, City Hall
 121 North LaSalle Street
 Chicago, Illinois 60602

with a copy to: Corporation Counsel
 City of Chicago
 Room 511, City Hall
 121 North LaSalle Street
 Chicago, Illinois 60602
 Attn: Real Estate & Land Use Division

If to Tenant: The Chicago Theatre Group
 c/o Goodman Theatre
 200 South Columbus Drive
 Chicago, Illinois 60602
 Attn: Chairman

and: John J. Gearen
 Mayer, Brown & Platt
 190 South LaSalle Street
 Chicago, Illinois 60603

Notices are deemed to have been received by the parties three (3) days after mailing. The parties, by notice given hereunder, may designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

20.08 Headings. The headings of the various sections and subsections of the Lease have been inserted for convenient reference only and shall not in any manner be construed as modifying, amending or affecting in any way the express terms and provisions hereof.

20.09 No Third Party Beneficiary. The approvals given by Landlord pursuant to the Lease and the Certificate when issued by the Landlord shall be only for the benefit of Tenant, the Leasehold Mortgagee or other lien holder permitted by the terms of the Lease or the Redevelopment Agreement, and their successors in interest in the Premises and no other person or party may assert against Landlord or claim the benefit of such approval or certificate.

20.10 Successors and Assigns. The terms of the Lease shall be binding upon the Landlord, its successors and assigns, and Tenant and its legal representatives, successors and assigns.

20.11 Counterparts. The Lease shall be executed in triplicate, each of which shall constitute an original instrument.

20.12 Certificates Regarding Status of Lease.

(a) **Tenant Certificates.** Tenant agrees at any time and from time to time upon not less than ten (10) days prior request by Landlord to execute, acknowledge and delivery to Landlord a statement in writing certifying that this Lease is unmodified and in full force and effect (or if there have been modifications that he same is in full force and effect as modified and stating the modifications), and the date to which the Rent and impositions have been paid, stating whether or not, to the best knowledge of Tenant, Landlord is in default in the observance or performance of any covenant, agreement or condition contained in this Lease, and if so, specifying each such default of which the signer may have knowledge. Any such statements delivered pursuant to this Section may be relied upon by Landlord, or any existing mortgagee, prospective purchaser, transferee, assignee or mortgagee of the Premises or any part.

(b) **Landlord Certificates.** Landlord agrees at any time and from time to time, upon not less than ten (10) days prior request by Tenant in connection with a proposed financing or assignment, to execute, acknowledge and deliver to Tenant a statement in writing signed by the Commissioner of the DPD certifying that this Lease is unmodified and in full force and effect (or if there have been modifications that the same is in full force and effect as modified and stating the modifications), and the date to which the Rent has been paid, and stating whether or not to the best knowledge of the signer of such certificate Landlord has delivered a notice of default under Article 14 (which default has not been cured or corrected), it being intended that any such statement delivered pursuant to this Section may be relied upon by any permitted prospective purchaser, transferee, assignee or mortgagee of the leasehold estate identified in the request.

20.13 Covenants to Run With the Land. All the covenants, agreements, stipulations, provisions, conditions and obligations herein expressed and set forth shall be considered as running with the land and shall extend to, bind and inure to the benefit of, as the case may require, the heirs, executors, administrators, successors and assigns of Landlord and Tenant respectively (except as otherwise expressly provided herein or in the Redevelopment Agreement) as fully as if such words were written whenever reference to Landlord and Tenant occur in this Lease.

20.14 Qualified Option to Purchase the Restaurant/Retail Parcel. At any time subsequent to the issuance of the Certificate regarding the Restaurant/Retail Parcel until the expiration of the Term or the termination of the Sublease, Tenant and Subtenant, as the case may be, and its successors and assigns under the Lease or the Sublease, as the case may be, shall have a qualified option to purchase fee simple title from Landlord of the Restaurant/Retail Parcel. The parties agree that the purchase price ("Purchase Price") for the Restaurant/Retail Parcel shall be Two Million Two Hundred Thousand Dollars (\$2,200,000) during the period of eight (8) years commencing with the Commencement Date, and thereafter until the expiration of the Sublease, the Purchase Price shall be determined by the appraised fair market value of the Restaurant/Retail Parcel for the permitted uses as set forth in subsection 4.3(b) of the Redevelopment Agreement and as determined in accordance with the procedures described herein. The parties acknowledge, however, that the proposed sale of the Restaurant/Retail Parcel as described herein must be advertised by the City of Chicago for solicitation of alternative proposals as provided for in the TIF Act, and furthermore, such sale is subject to authorization and approval of the Purchase Price by the City Council of the City of Chicago and any other required action such as that by the Community Development Commission of the City or its successor agency or commission. The determination of the fair market value of the Restaurant/Retail Parcel shall be made by one appraiser to be selected by Landlord and one appraiser to be selected by Tenant or Subtenant, as the case may be. If the fair market value of each appraisal is within five percent (5%) of the other, then the fair market value shall be determined by an average of the two proposed values. If the difference between the two exceeds 5%, then a third appraiser to be selected by the City of Chicago's Purchasing Agent shall determine which of the two appraisals more accurately approximates the fair market value of the Restaurant/Retail Parcel. The determination by such an appraiser shall be conclusive as to both parties; provided, however, that in no event shall the Purchase Price for the Restaurant/Retail Parcel be less than Two Million Two Hundred Thousand Dollars (\$2,200,000). The Tenant or Subtenant, as the case may be, shall be entitled to a credit to be applied to the Purchase Price in the sum of the percentage rent paid to Landlord pursuant to Article 3 to the extent such credit is less than the Purchase Price. Any assignment of this qualified option to purchase the Restaurant/ Retail Parcel contemplated in this Section 20.14 shall be subject to approval of the Commissioner and shall in all events only be made in connection with, and not independent of, any permitted assignment of the Lease or the Sublease, as the case may be.

The qualified option to purchase the Premises as described in this Section 20.14 shall be in accordance with the following:

- (a) Subtenant shall exercise this qualified option by written notice to Landlord.
- (b) Provided that the sale and Purchase Price of the Premises is approved by the City as described herein, the parties shall establish a closing date ("Closing Date") no earlier than sixty (60) days following passage of the ordinance by the City Council authorizing the conveyance of the Premises to Subtenant.
- (c) Upon Closing, title to the Premises shall be free and clear of all liens, claims and encumbrances other than the Leasehold Mortgage authorized by this Lease, non-monetary liens, claims and encumbrances subject to which Landlord acquired title, matters assumed by, and liens and encumbrances created or suffered by, Tenant or Subtenant, and those claiming by, through or under Tenant or Subtenant.
- (d) The closing shall occur at the offices of Chicago Title and Trust Company ("Title Company"), or such other title company mutually acceptable to Landlord and Subtenant.
- (e) Landlord shall deliver to Subtenant at Subtenant's expense not less than five (5) days prior to the Closing Date, a title commitment for an ALTA title insurance policy (ALTA Form 1987) issued by the Title Company in the amount of the Purchase Price, covering title to the Premises within fifteen (15) days of the Closing Date, subject only to the general exceptions contained in an owner's title insurance policy, the exceptions described in (c) above, and title exceptions pertaining to liens or encumbrances of a definite or ascertainable amount which may be removed by the payment of money at the time of Closing, and which Landlord may so remove at that time by using the funds to be paid at Closing (all of which are herein called "Permitted Exceptions"; all other exceptions are herein called "Unpermitted Exceptions"). The commitment shall be conclusive evidence of good title as therein shown as to all matters insured by the policy, subject only to the exceptions as therein stated.
- (f) The time of Closing may be extended if the commitment for title insurance described above discloses Unpermitted Exceptions. Landlord shall have thirty (30) days from the date of delivery of said commitment for title insurance to have the Unpermitted Exceptions removed from the commitment or to cause the Title Company to commit to insure against loss or damage that may be occasioned by such Unpermitted Exceptions, and in such event the time of the Closing shall be thirty-five (35) days after delivery of the commitment. If Landlord fails to have the Unpermitted Exceptions removed or to obtain the commitment for title insurance specified above as to such exceptions within the specified time, Subtenant may terminate its election to exercise the option, or may elect, upon notice to Landlord within ten (10) days after the expiration of the thirty (30) day

period, to take title as it then is. If Subtenant does not so elect, the election to exercise the option will become null and void without further action of the parties.

- (g) At Closing, Landlord shall convey the Premises to Subtenant by quitclaim deed, and furnish Subtenant with a bill of sale with respect to the personal property at the Premises belonging to Landlord. Subtenant shall be responsible to pay all title insurance costs and all other closing costs (except that each party shall pay the fees of its own legal counsel). The sale shall be closed through escrow, the cost of which shall be borne equally by Landlord and Tenant. There will be no prorations in favor of Subtenant. Landlord shall not be obligated to deliver a survey of the Premises to Subtenant.

20.15 Short Form Lease. Upon the execution and delivery of this Lease, Landlord and Tenant agree to execute and deliver a short form lease in the form attached hereto as Exhibit C, which the parties shall record in the Office of the Recorder of Deeds of Cook County, Illinois. To the extent that changes are made to this Lease with respect to the term or other material matters set forth in the recorded memorandum of lease, Landlord and Tenant agree to execute, deliver and record an amendment to the recorded short form lease reflecting such changes. Landlord and Tenant agree not to record the Lease itself. Upon expiration or termination of this Lease or Tenant's possession hereunder, or within fifteen (15) days thereafter, Tenant shall execute and deliver to Landlord a quit claim deed in recordable form or other release or other instrument reasonably required by Landlord or its title insurer to evidence such expiration or termination.

IN WITNESS WHEREOF, the parties hereto have executed or caused the Lease to be executed, all as of the date first written above.

CITY OF CHICAGO,
a municipal corporation

THE CHICAGO THEATRE GROUP,
an Illinois not for profit corporation

By: _____
Christopher R. Hill
Commissioner of Planning
and Development

By: _____
Sondra Healy, Chairman

Attest: _____
_____, Secretary

[(Sub)Exhibits "B" and "C" referred to in this Ground Lease
(Restaurant/Retail Project) unavailable at
time of printing.]

[(Sub)Exhibit "A" referred to in this Ground Lease (Restaurant/
Retail Project) constitutes (Sub)Exhibit "A" to the
Amended and Restated Redevelopment
Agreement and is printed on
page 54500 of this
Journal.]

(Sub)Exhibit "D".

(To Amended And Restated Redevelopment Agreement)

The New Goodman Theatre.

List Of Schematic Design Drawings.

All drawings were prepared by Kuwabara Payne McKenna Blumberg Architects and DLK Architecture, associated architects for the Goodman Theatre.

Drawing Title	Issue Date
Lower Level Plan	September 11, 1997
Ground Floor Plan	August 15, 1996
Balcony Floor Plan	August 22, 1997
Upper Balcony Floor Plan	August 15, 1996
Administration Plan	September 11, 1997
Roof Plan	August 15, 1996
Elevations	September 4, 1997

Section Through the Main Theater August 15, 1996
Section Through the Selwyn Theater August 15, 1996
Section Through the Harris Theater August 15, 1996

The Goodman Theatre Annex Building.
(Restaurant/Retail/Office Building)

List Of Schematic Design Drawings.

All drawings were prepared by Aria Group Architects, Inc.

Drawing Number	Drawing Title	Issue Date
T1	Title Sheet	October 17, 1997
A1	Parcel/Site Plans	October 17, 1997
A2	Lower Level, Ground, 2nd and 3rd Floor Plans	October 17, 1997
A3	4th and 5th Floor Plans	October 17, 1997

Elevations will be submitted upon completion for review and approval by City of Chicago.

(Sub)Exhibit "E".
(To Amended And Restated Redevelopment Agreement)

Covenant Of Performance.

This Covenant of Performance ("Covenant of Performance") is made this ____ day of _____, 1997 by the Chicago Theatre Group, doing

business as the Goodman Theatre, an Illinois not-for-profit corporation ("Goodman"), to the City of Chicago, an Illinois municipal corporation ("City").

Recitals.

Whereas, The City Council of the City, by ordinance adopted _____, 1997, authorized the execution by Goodman and the City of that certain "Amended and Restated Block 35, Central Loop Project Redevelopment Agreement, the Chicago Theatre Group, doing business as the Goodman Theatre", dated as of _____, 1997 ("Redevelopment Agreement"); and

Whereas, All capitalized terms, unless otherwise defined herein, shall have the meaning for them ascribed in the Redevelopment Agreement; and

Whereas, The Redevelopment Agreement provides, inter alia, for the leasing of two (2) parcels of land on Block 35 to Goodman (for purposes of this Covenant, the "Land") as legally described in (Sub)Exhibit A attached hereto, and the development and construction of the Theater Project (for purposes of this Covenant, the "Improvements") on one (1) of the parcels of land referred to herein as the "Theater Parcel"); and

Whereas, The Theater Parcel shall be leased by the City to Goodman in accordance with the terms and conditions of that certain ground lease ("Theater Ground Lease"); and

Whereas, The Improvements are to be constructed by Goodman in part by utilizing the City's Financial Contribution in the aggregate amount of Eighteen Million Eight Hundred Thousand and no/100 Dollars (\$18,800,000.00) to pay for certain eligible Redevelopment Project Costs, as are further described in the Redevelopment Agreement; and

Whereas, The City's Financial Contribution has been derived from Incremental Taxes (as defined in the Redevelopment Agreement) collected as a result of the T.I.F. Ordinance, and the proceeds derived from the sale of City of Chicago Tax Increment Allocation Bonds (Central Loop Redevelopment Project), Series 1997, and accordingly, the City's Financial Contribution must be in accordance with any laws, regulations and ordinances governing the use of such funds, including, without limitation, the Illinois Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-3, et seq. (1994); and

Whereas, The utilization of the City's Financial Contribution to pay for certain Redevelopment Project Costs is in consideration for the performance by Goodman of certain obligations relating to the construction of the Improvements, and after the issuance of the Certificate by the City, of

certain use and performance covenants until the expiration of the Term of the Agreement, and any sums of the City's Financial Contribution may be recovered by the City only upon the terms and conditions set forth in the Covenant of Performance;

Now, Therefore, In consideration of the benefits accruing to Goodman as a result of the Redevelopment Agreement, Goodman covenants to the City as follows:

1. It shall construct the Improvements in accordance with the terms and conditions of the Redevelopment Agreement.
2. After the issuance of the Certificate by the City until the expiration of the Term of the Theater Ground Lease, Goodman shall perform and abide by those certain Use and Performance Covenants, as are more particularly described in subsection 7.2 of the Redevelopment Agreement and Article 19 of the Theater Ground Lease.
3. If, from the execution date of the Covenant of Performance until the expiration of the life of the Central Loop Project Area, being the period ending June 20, 2007 ("Enforceability Period"), Goodman defaults with regard to the performance of its construction requirements or fails to comply with the Use and Performance Covenants, or otherwise defaults in its obligations with regard to the Redevelopment Agreement or the Theater Ground Lease, and after the expiration of any applicable cure period, the City shall be entitled to recapture, and Goodman shall be obligated to pay the City, an amount equal to the fully disbursed amount of the City's Financial Contribution.
4. Provided that Goodman has complied fully with the terms of the Covenant of Performance during the Enforceability Period, the City, within thirty (30) days of receipt of a written request from Goodman, shall issue a release of the Covenant of Performance.
5. Any payment of recapture sums as described in this Covenant of Performance to be made by Goodman to the City pursuant to the Covenant of Performance shall be made at the Office of the City Comptroller for the City of Chicago, Illinois, or at such other places designated by the City.
6. If any lawsuit is instituted by the City to recover any sums owed the City pursuant to the Covenant of Performance, Goodman agrees to pay all of the City's costs incurred as a result of such collection, including reasonable attorney's fees and court costs.

7. Demand, protest and notice of demand and protest are hereby waived.
8. This Covenant of Performance is submitted to the City at City Hall in the City of Chicago, State of Illinois, and shall be deemed to have been made thereat. This Covenant of Performance shall be governed and controlled as to interpretation, enforcement, validity, construction, effect and in all other respects by the laws, statutes and decisions of the State of Illinois. Goodman, in order to induce the City to accept this Covenant of Performance, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agrees that all actions or proceedings arising directly, indirectly or otherwise in connection with, out of, related to or from this Covenant of Performance shall be litigated, at the City's sole discretion and election, only in courts having a situs within the County of Cook, State of Illinois. Goodman hereby consents and submits to the jurisdiction of any local, state or federal court located within said county and state. To the extent permitted by law, Goodman hereby knowingly, voluntarily and intentionally waives the right it may have to a trial by jury in any litigation based hereon, or arising out of, under or in connection with this Covenant of Performance and any agreement contemplated to be executed in conjunction herewith. This provision is a material inducement for the City to enter into the Redevelopment Agreement with Goodman.

----- In Witness Whereof, The Covenant of Performance has been duly executed by Goodman, as of the date above written.

Chicago Theatre Group, doing
business as the Goodman Theatre,
an Illinois not-for-profit
corporation

By: _____
Sondra Healy,
Chairman

By: _____
Secretary

[(Sub) Exhibit "A" referred to in this Covenant of
Performance unavailable at
time of printing.]

7. Demand, protest and notice of demand and protest are hereby waived.
8. This Covenant of Performance is submitted to the City at City Hall in the City of Chicago, State of Illinois, and shall be deemed to have been made thereat. This Covenant of Performance shall be governed and controlled as to interpretation, enforcement, validity, construction, effect and in all other respects by the laws, statutes and decisions of the State of Illinois. Goodman, in order to induce the City to accept this Covenant of Performance, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agrees that all actions or proceedings arising directly, indirectly or otherwise in connection with, out of, related to or from this Covenant of Performance shall be litigated, at the City's sole discretion and election, only in courts having a situs within the County of Cook, State of Illinois. Goodman hereby consents and submits to the jurisdiction of any local, state or federal court located within said county and state. To the extent permitted by law, Goodman hereby knowingly, voluntarily and intentionally waives the right it may have to a trial by jury in any litigation based hereon, or arising out of, under or in connection with this Covenant of Performance and any agreement contemplated to be executed in conjunction herewith. This provision is a material inducement for the City to enter into the Redevelopment Agreement with Goodman.

----- In Witness Whereof, The Covenant of Performance has been duly executed by Goodman, as of the date above written.

Chicago Theatre Group, doing
business as the Goodman Theatre,
an Illinois not-for-profit
corporation

By: _____
Sondra Healy,
Chairman

By: _____
Secretary

[(Sub) Exhibit "A" referred to in this Covenant of
Performance unavailable at
time of printing.]

(Sub)Exhibit "F".
(To Amended And Restated Redevelopment Agreement)

The Goodman Theatre.

Preliminary Budget.
(Page 1 of 3)

Anticipated Costs.

October 17, 1997.

BUDGET ITEM	Anticipated costs allocable to TIF FUNDING	Anticipated costs allocable to PRIVATE FUNDING	TOTAL Anticipated Costs
<i>Area of construction - Theaters</i>	74,350	49,650	124,000
<i>Percentage of Total Theater Area</i>	60%	40%	
<i>Area of construction - Retail (approximate)</i>		71,950	71,950
Total area of construction (approximate)	74,650	121,604	196,150
Land			
Purchase	0	0	0
Interest Prepayment	250,000	0	250,000
Real Estate Taxes	175,000	0	175,000
Subtotal Land Cost	425,000	0	425,000
Construction			
Construction - Theaters			
Demolition of Garrick garage	0	0	0
Construction	14,206,018	13,624,912	27,831,000
Performance Equipment	411,300	1,269,700	1,681,000
Subtotal Construction - Theaters	14,617,388	14,894,612	29,512,000
Contingency (Theaters)	1,481,000	1,471,000	2,952,000
Construction - Retail Development			
Construction - Base Building		7,690,000	7,690,000
Construction - Tenant Buildout		4,370,000	4,370,000
Subtotal Construction - Retail Development		12,060,000	12,060,000
Contingency (Retail Development)		Included in above	
Subtotal Construction	16,098,388	28,425,612	44,524,000
Architect and Engineering Fees			
A/E Fees - Theaters			
Base Contract	1,519,205	986,795	2,506,000
Reimbursables	171,069	113,931	285,000
A/E Fees - Retail Development		350,000	350,000
Model	7,203	4,797	12,000
Predevelopment	87,035	57,965	145,000
Structural Investigation - TT-CBM	47,000		47,000
Acoustical Consultant			
Base Contract	93,638	62,362	156,000
Acoustical Consultant Reimbursables	9,004	5,996	15,000
Theater/Audio Visual Consultant			
Theater Design	264,106	175,894	440,000
Theater Consultant Reimbursables	28,812	19,188	48,000
Predevelopment Reimbursables	41,000		41,000
Theater Consulting Fees for predevelopment	108,000		108,000
Total A/E Fees	2,376,071	1,776,929	4,153,000

(Sub)Exhibit "F"
(To Amended And Restated Redevelopment Agreement)

The Goodman Theatre.

Preliminary Budget.
(Page 2 of 3)

Anticipated Costs.

October 17, 1997.

BUDGET ITEM	Anticipated costs allocable to TIF FUNDING	Anticipated costs allocable to PRIVATE FUNDING	TOTAL Anticipated Costs
Development Management			
Consulting - Base Contract	665,668	443,332	1,109,000
Consulting - Reimbursables	30,012	19,988	50,000
Project Management - Personnel	360,145	239,855	600,000
Project Management - Reimbursables	150,060	99,940	250,000
Total Development Management	1,205,885	803,115	2,009,000
Cost Consultant			
Base Contract	117,047	77,953	195,000
Predevelopment Fees - Turner	3,000		3,000
Reimbursables	13,806	9,194	23,000
Total Cost Consultant	133,853	87,147	221,000
Owner's General Requirements			
Lender's Architect	39,016	25,984	65,000
Geotechnical Investigation	3,000	3,000	6,000
Structural Testing - Borings	8,000		8,000
Vibration Study	5,000		5,000
Environmental Testing & Inspection		5,000	5,000
Structural Investigation Support - Merits Construction	27,000		27,000
Testing & Inspection			
Foundations/Caissons	30,012	19,988	50,000
Materials	30,012	19,988	50,000
Seismic Monitoring	3,601	2,399	6,000
Insurance & Escrow Services	12,430	12,570	25,000
C.E. Co. Excess Facilities Charge	54,022	35,978	90,000
Utility Relocations	12,005	7,995	20,000
Surveys	4,802	3,198	8,000
Preconstruction Survey	3,001	1,999	5,000
Relocation		10,000	10,000
Fixtures & Equipment			
Theaters			
Telephone System	70,000	30,000	100,000
Computer Equipment	0	50,000	50,000
Security Equipment	12,007	11,993	30,000
Fixtures & Equipment	36,400	163,600	200,000
Subtotal Fixtures & Equipment - Theaters	124,407	255,593	380,000
Retail Development		2,500,000	2,500,000
Subtotal Fixtures & Equipment	124,407	2,755,593	2,880,000
Subtotal Owner's General Requirements	356,308	2,903,692	3,260,000

(Sub)Exhibit "F".
(To Amended And Restated Redevelopment Agreement)

The Goodman Theatre.

Preliminary Budget.
(Page 3 of 3)

Anticipated Costs.

October 17, 1997.

BUDGET ITEM	Anticipated costs allocable to TIF FUNDING	Anticipated costs allocable to PRIVATE FUNDING	TOTAL Anticipated Costs
Soft Costs:			
Legal & Accounting	90,036	59,964	150,000
Marketing			
Subtotal Marketing	0	1,220,000	1,220,000
Subtotal Soft Costs	90,036	1,279,964	1,370,000
Subtotal Hard and Soft Costs	20,683,342	33,276,458	53,959,800
Financing Costs:			
Theaters			
Insurance Costs		319,000	319,000
Capitalized Interest	763,600	1,786,400	2,550,000
Subtotal Financing - Theaters	763,600	2,105,400	2,869,000
Retail Development			
Capitalized Interest		750,000	750,000
Subtotal Financing Costs	763,600	2,855,400	3,619,000
Total Project Costs	21,446,942	36,131,858	57,578,800
Theaters Only	21,446,942	22,471,858	43,918,800
Retail Development Only	0	15,660,000	15,660,000

Inclusions/Exclusions in "Construction - Theaters":

- 1) Base construction per Schematic Design Cost Plan, dated January 16, 1996, escalated for current pricing and adjusted to reflect floor area and finishes reductions due to the subsequent introduction of the Retail Development.
- 2) Allowance for terra cotta facade restoration increased from \$440,000 to \$900,000 per June 11, 1997 letter to DPD.
- 3) Costs for Performance Equipment and allowance for Construction Contingency (theaters) are shown as separate line items.

(Sub)Exhibit "G".
 (To Amended And Restated Redevelopment Agreement)

The Goodman Theatre.

Preliminary Schedule.
 (Page 1 of 2)

Target Milestone Summary.

October 21, 1997.

Note: All activity commencement and completion dates contained in this milestone summary are dependent on a timely completion of all site acquisition and assemblage activities, of execution of a ground lease, and of completion of all regulatory approvals required for permitting and construction start.

Item No.	Milestone	Target Commencement	Target Completion	Dependent On Prior Item?
1)	Design Development (DD)			
a)	Retail Development	7/1/97	12/31/97	
b)	Theater Complex	7/1/97	11/15/97	
2)	Review & Approval of DD documents and estimate			
a)	Retail Development	1/2/98	1/15/98	1a
b)	Theater Complex	11/16/97	12/1/97	1b
3)	Construction Documents (CD)			
a)	Retail Development			
1.	Foundations	1/16/98	3/15/98	1a
2.	Shell & Core	1/16/98	5/16/98	1a
3.	Tenant Fitup (by tenant)			3a(2)
b)	Theater Complex			
1.	Foundations	12/15/98	3/15/98	1b
2.	Base Building & Fitup	1/16/98	7/15/98	1b
4)	Review & Approval of CD documents and estimate			
a)	Retail Development			
1.	Foundations	3/15/98	4/1/98	3a(1)
2.	Shell & Core	5/16/98	6/1/98	3a(2)
b)	Theater Complex			
1.	Foundations	3/15/98	4/1/98	3b(1)
2.	Base Building & Fitup	7/15/98	8/1/98	3b(2)
5)	Demolition of Garrick Garage & Environ. Remediation of Retail Development site (by City)	12/31/97	1/30/98	(per City)
6)	Permitting			
a)	Retail Development			
1.	Foundations	4/1/98	5/1/98	4a(1)
2.	Shell & Core	6/1/98	7/30/98	4a(1)

(Sub)Exhibit "G".
(To Amended And Restated Redevelopment Agreement)

The Goodman Theatre.

Preliminary Schedule.
(Page 2 of 2)

Target Milestone Summary.

October 21, 1997.

Item No.	Milestone	Target Commencement	Target Completion	Dependent On Prior Item?
	b) Theater Complex			
	1. Foundations	4/1/98	5/1/98	4b(1)*
	2. Base Building & Fitup	7/1/98	7/30/98	4b(2)
	c) Demolition Permit	2/1/98	3/1/98	
7)	Selective Demolition of Harris and Selwyn Theaters	3/2/98	5/1/98	6c
8)	Construction			
	a) Retail Development			
	1. Foundations	5/2/98	7/2/98	5,6a*
	2. Shell & Core	8/1/98	5/1/99	8a(1)
	3. Tenant Fitup	4/1/99	2/30/00	8a(2)
	b) Theater Complex			
	1. Foundations	5/2/98	8/15/98	5,6b*
	2. Base Building & Fitup	8/1/98	7/30/00	8b(1)
* foundation permitting and foundation construction (south end of theater complex) to be concurrent for both projects due to common wall and staging requirements				
9)	Occupancy			
	a) Retail Development	3/1/00		8a(3)
	b) Theater Complex	8/1/00		8a(2)

(Sub)Exhibit "H".
(To Amended And Restated Redevelopment Agreement)

T.I.F.-Funded Improvements.

Rehabilitation /Reconstruction/Remodeling Related to the Harris and Selwyn Theaters	\$20,260,541
Reimbursement for Property Assembly Costs including Taxes and Other Costs Relating to the Garrick Garage Parcel	425,000
Interest Costs	<u>765,600</u>
Sum of T.I.F.-eligible Improvement Categories:	\$21,451,141
T.I.F.-Funded Improvements:	\$18,500,000*

*From the sum of the T.I.F.-eligible improvement categories listed above, the City of Chicago will only fund to Goodman Eighteen Million Five Hundred Thousand Dollars (\$18,500,000) of T.I.F.-eligible improvements. For a most detailed line item breakdown of the development activities and costs associated with this Project, refer to Exhibit F (Preliminary Budget) of this Redevelopment Agreement. Notwithstanding the means and methods used by Goodman to project the cost of the T.I.F.-Funded Improvement in the Budget, it is expressly understood by Goodman that the methods and procedures must be followed by the Development Manager, the Pre-Construction Consultant, the General Contractor, all Subcontractors, and development professionals that result in appropriate records being kept in support of payment requests, in order to allow for the verification that cost covered by the City's Financial Contribution are for actual Redevelopment Project Costs that are part of T.I.F.-Funded Improvements.

In addition to the Eighteen Million Five Hundred Thousand Dollars (\$18,500,000) referenced previously, the City of Chicago shall hire a demolition contractor to undertake asbestos remediation and the demolition of the Garrick Garage down to grade level only. After the demolition of the Garrick Garage is completed to grade level, Goodman shall undertake site preparation work affecting the Wood Parcel and Garrick Parcel, including subsurface environmental remediation, removal of underground foundations and utility connections necessary to construct the Project. The City of Chicago shall reimburse Goodman for such work in an amount not to exceed Three Hundred Thousand Dollars (\$300,000) as relates to the Restaurant/Retail Parcel.

(Sub)Exhibit "I".
(To Amended And Restated Redevelopment Agreement)

Opinion Of Counsel.

[To be retyped on Goodman's Counsel's letterhead]

_____, 1997.

City of Chicago
121 North LaSalle Street
Room 511
Chicago, Illinois 60602

Attention: Corporation Counsel

Ladies and Gentlemen:

We have acted as counsel to Chicago Theatre Group, doing business as the Goodman Theatre, an Illinois not for profit corporation ("Goodman"), in connection with the leasing of two parcels of adjacent land from the City of Chicago ("City") which are located in the Central Loop Tax Increment Redevelopment Project Area. A theater project ("Theater Project") shall be constructed by Goodman on the parcel referred to herein as the "Theater Parcel", and a restaurant/retail/office project ("Restaurant/Retail Project") shall be developed on the parcel referred to as the "Restaurant/Retail Parcel". 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) Amended and Restated Block 35, Central Loop Project Redevelopment Agreement Chicago Theatre Group doing business as the Goodman of Chicago ("City") as of _____, 1997;
- (b) Ground Lease between Goodman and the City affecting the Theater Parcel dated as of _____, 1997;
- (c) Ground Lease between Goodman and the City affecting the Restaurant/Retail Parcel dated as of _____, 1997;
- (d) Sublease to be executed by Goodman and its subtenant affecting the Restaurant/Retail Parcel, dated as of _____, 1997;

- (e) Escrow Agreement Number 97 _____ dated as of _____, 1997 executed by Goodman, the City and Chicago Title and Trust Company, as Escrowee;
- (f) Agreement to Provide Assistance to the Chicago School Reform Board of Trustees and to Undertake Community Programs executed by Goodman and the City as of _____, 1997.
- (g) Mortgage from Goodman in favor of _____ dated as of _____, 1997 relating to bridge financing;
- (h) Documents relating to issuance of tax-exempt bonds;
- (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 copies of Goodman's: (i) Articles of Incorporation, as amended to date, (ii) qualifications to do business and certificates of good standing in all states in which the Goodman is qualified to do business, including the State of Illinois, (iii) Bylaws, as amended to date, and (iv) records of all corporate proceedings relating to the Theater Project and the Restaurant/Retail 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 on behalf of Goodman), 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. Goodman is a not-for-profit corporation duly organized, validly existing and in good standing under the laws of the state of Illinois, 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 under the laws of every state, including the State of Illinois, 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. Goodman 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, the Goodman's Articles of Incorporation or Bylaws 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 Goodman is a party or by which Goodman 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 Goodman's a party or by which it or any of its property may be bound, or result in the creation or imposition of (or the obligations 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 in favor of the Lender.

4. 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 Goodman.

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

6. To the best of our knowledge after diligent inquiry, no judgments are outstanding against Goodman, nor is there now pending or threatened, any litigation, contested claim or governmental proceeding by or against Goodman or affecting Goodman or its property, or seeking to restrain or enjoin the performance by Goodman of the Agreement or the transactions contemplated by the Agreement, or contesting the validity thereof. To the best of our knowledge after diligent inquiry, Goodman 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 Goodman or its business.

7. To the best of our knowledge after diligent inquiry, there is no default by Goodman or any other party under any material contract, lease, agreement, instrument or commitment to which Goodman 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 Goodman 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 Goodman 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, Goodman 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 have received an opinion from local counsel as to federal laws of the United States of America and the laws of the State of Illinois in conjunction with this transaction, and are providing a copy thereof to the City.

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

Yours very truly,

(Sub)Exhibit "K".
(To Amended And Restated Redevelopment Agreement)

*Agreement To Provide Assistance To The School Reform
Board Of Trustees And To Undertake
Community Programs.*

This Agreement To Provide Assistance To The Chicago School Reform Board Of Trustees And To Undertake Community Programs ("Agreement") is made and entered into as of the _____ day of _____, 1997, by and between the City of Chicago, an Illinois municipal corporation, having its offices at City Hall, 121 North LaSalle Street, Chicago, Illinois 60602 ("City"), and Chicago Theatre Group, an Illinois not-for-profit-corporation, doing business as the Goodman Theatre, having its principal office at 200 South Columbus Drive, Chicago, Illinois 60603 ("Goodman").

Witnesseth:

Whereas, The City and Goodman have executed that certain redevelopment agreement dated _____, 1997 ("Redevelopment Agreement") for the purpose of developing the Project; and

Whereas, All capitalized terms in this Agreement, unless otherwise defined herein, shall have the meaning ascribed for them in the Redevelopment Agreement; and

Whereas, In consideration of the City entering into the Redevelopment Agreement and providing the City's Financial Contribution towards the cost of the Project, and as required in the Redevelopment Agreement, Goodman has agreed to provide the City certain public benefits, all as described more fully below;

Now, Therefore, In consideration of the foregoing preambles, each of which is a contractual part hereof, and of the mutual covenants and agreements contained herein and in the Redevelopment Agreement, the parties agree as follows:

1. School Assistance Program. Goodman shall provide, as assistance to the School Reform Board and benefits to the City's public schools and the students thereof, programs set forth in Schedule 1 attached hereto and

incorporated herein by this reference ("School Assistance Program"). Goodman's commitment shall be for the term of the Agreement ("Term"), which Term shall commence upon the date of the issuance of the Certificate by the City regarding the Theater Project, and expire on the anniversary of said date of commencement.

The provision of the School Assistance Program (as described on Schedule 1 attached hereto) and Community Programs (as described on Schedule 2 attached hereto) by Goodman pursuant to the Agreement is intended to represent on average annual in-kind benefits of Five Hundred Thousand Dollars (\$500,000) with regard to the School Assistance Program, and Fifty Thousand Dollars (\$50,000) for Community Programs, as adjusted bi-annually for inflation. The parties understand and acknowledge, however, that the provision of the School Assistance Program and Community Programs by Goodman is subject to provisions described in paragraphs 5 and 6 below.

2. Reporting. Annually during the first (1st) week of July of each year during the Term of the Agreement, Goodman shall submit a general activity report for both the School Assistance Program and Community Programs covering the proceeding annual period and, to the extent feasible and foreseeable, projecting activities anticipated to occur for the upcoming annual period with respect to the programs. Such reports shall be addressed to the City (to the attention of the City's Commissioner of Planning and Development) with a copy to the School Reform Board (to the attention of its President), in each case at the address therefore set forth in paragraph 4 below.

3. Default. Failure of Goodman to comply with the terms and conditions of this Agreement, which failure continues uncured for a period of sixty (60) days after written notice of default from the City, shall be a default hereunder and shall be considered an Event of Default under the Redevelopment Agreement.

4. Notice. Any notice or submission required or desired to be given pursuant to or in connection with this Agreement shall be in writing and shall be mailed postage prepaid by registered or certified mail with return receipt requested, or hand delivered and receipted, as follows:

If To The City:

City of Chicago
Department of Planning and
Development
City Hall, Room 1000
121 North LaSalle Street
Chicago, Illinois 60602
Attention: Commissioner

With A Copy To:

Chicago School Reform Board of
Trustees
1819 West Pershing Road, 6 East
(North)
Chicago, Illinois 60609
Attention: President

If To Goodman:

Chicago Theatre Group
200 South Columbus Drive
Chicago, Illinois 60603
Attention: Chairman

Notices and submissions are deemed to have been received by the parties three (3) days after mailing. The parties, by notice given hereunder, may designate any further or different addresses to which subsequent notices, submissions or other communications shall be sent.

5. Amendment to the Agreement. During the Term, in the event that the Goodman and the City mutually agree that other school and community programs should be provided by Goodman in lieu of the School Assistance Program and Community Programs described in Schedules 1 and 2 respectively, Goodman shall submit a written proposal describing such alternative programs to the City through the Commissioner of D.P.D. or other designee of the City. If such proposal is acceptable to the Commissioner or other designee, the parties shall execute a written amendment to the Agreement describing such alternative programs to be provided by Goodman during the remainder of the Term. Notwithstanding anything to the contrary contained in the Agreement, the parties agree that the financial commitment to provide community programs (whether through the School Assistance Program or Community Programs described on Schedules 1 and 2 or such alternative programs as provided for herein) by Goodman described in paragraph 1 above shall remain in full force and effect.

6. Force Majeure. If, during the Term of the Agreement, Goodman encounters substantial financial difficulty in its operation of the Theater Project, which shall adversely affect the ability of the Goodman to provide the School Assistance Program and the Community Programs to the extent described herein and on Schedules 1 and 2, respectively, Goodman shall notify the City of such in writing. The notice to the City shall include sufficient information to the satisfaction of the City describing Goodman's financial situation. Such circumstance, by agreement of the parties, shall be deemed to be in nature of a "force majeure delay" excusing Goodman's performance of its covenants and agreements described in this Agreement during the period of the force majeure delay.

7. **Headings.** The headings of the various paragraphs of this Agreement have been inserted for convenient reference only and shall not in any manner be construed as modifying, amending or affecting in any way the express terms and provisions hereof.

8. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

9. **Entire Agreement.** This Agreement shall constitute the entire agreement between parties regarding the subject matter hereof. This Agreement may not be modified or amended in any manner other than by written agreement executed by the parties.

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

11. **Waiver and Estoppel.** Any delay by the City in instituting or prosecuting any actions or proceedings or otherwise asserting its rights and remedies shall not operate as a waiver of such rights or remedies or to deprive the City of or limit such rights in any way. No waiver by the City with respect to any specific default by Goodman shall be construed, considered or treated as a waiver of the rights of the City with respect to any other defaults of Goodman.

12. **Cumulative Remedies.** The City may exercise all remedies provided by law or in equity in the event of a default hereunder. All remedies shall be cumulative and the exercise of any one (1) or more remedies shall not be construed as a waiver of any other remedies.

13. **Disclaimer.** No provision of this Agreement, nor any act of the City, shall be deemed or construed by Goodman, or by any third persons, to create any relationship or third party beneficiary, or of principal or agent, or of limited or general partnership, or of joint venture, or of any association or relationship involving the City.

14. **Binding Effect.** This Agreement shall be binding on the parties hereto and their successors and assigns.

15. **Term.** The term hereof shall be for the Term of the Agreement. However, the Term may be amended and extended by written agreement of the parties.

16. **Counterparts.** The Agreement may be executed in one (1) or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same Agreement.

In Witness Whereof, The parties hereto have executed or caused this Agreement to be executed, all as of the date first written above.

Chicago Theatre Group,
an Illinois not-for-profit
corporation

City of Chicago,
an Illinois municipal corporation

By: _____
Sondra A. Healy, Chairman

By: _____
Christopher R. Hill,
Commissioner of Planning and
Development

Schedules 1 and 2 referred to in this Agreement to Provider Assistance to School Reform Board of Trustees and to Undertake Community Programs read as follows:

Schedule 1.

(To Agreement To Provide Assistance To School Reform Board
Of Trustees And To Undertake Community Programs).

School Assistance Program.

During The Term Of The Agreement:

Goodman agrees to provide educational programming substantially as described below, subject to the force majeure provision in paragraph 6. Such programming may be expanded, replaced or altered from time to time but always with the view of providing worthwhile and educational benefits to the students of the City's public schools and their educators.

Description Of Student Subscription Program.

Over the past eleven (11) years, the Goodman's Student Subscription Series has become a major cultural resource to the City of Chicago's Public High Schools, and serves as a national model for excellence in Arts Education. The Goodman's Student Subscription Series serves as a paradigm in Arts in Education programming for theaters across the nation, including the Oregon Shakespeare Festival and Washington's Arena Stage.

There can be no more powerful statement about the value of the Goodman Theatre's Student Subscription Series to young people in Chicago's disadvantaged communities than the following excerpt from a letter from Lindblom Local School Council President, Martha Knight:

Lindblom High School is located in a tough neighborhood. For many students it is difficult to see beyond the boundaries of an individual block or sector of the City. Exposure to live theater has given our students the opportunity for first-hand encounters with other worlds. This exposure to other worlds plays a crucial role in the social development of our students, enabling each to see him or herself as a member of the world community. This helps each student see that our country is diverse and there are numerous ways to go about solving problems. In effect, an understanding of the arts can transform a student's view of the world. This transformation can play an invaluable role in a student's transition from high school to responsible adulthood and citizenship.

Five years ago, Lindblom had a striving arts program. Today there are no courses offered in any of the artistic fields. After school programs are scarce and many parents do not have the money to pay for private programs. The Goodman's Arts in Education program has brought the arts back to our high school. Funding for this program plays a critical role in the development of Chicago's public school students. Funding for programs like this is imperative if we hope to produce well-educated, informed, conscientious Americans to lead us in the new millennium.

Ms. Knight has eloquently described the heart and soul of the program's mission and goals that have informed the Student Subscription Series since it was established in 1986:

- exposing students to new worlds and ideas;
- helping them to understand diversity and their own role in the larger community;
- fostering academic and social skills enabling them to meet challenges of adulthood; and
- encouraging their creativity and critical thinking.

The Student Subscription Series serves students and teachers in Chicago Public High Schools with an In-depth, season-long educational supplement to the existing high school curriculum. The series introduces innovative ways of integrating theatre across school curriculum while satisfying Illinois State Goals for Learning. Each year approximately one thousand

four hundred (1,400) students and thirty-five (35) teachers from thirty (30) schools participate. The fundamental elements of the program are as follows:

1. A Free Four Play Subscription to the Mainstage is enjoyed by all students and teachers involved in the program.
2. Copies of Play Scripts are provided for each student and teacher.
3. Teacher and Student Study Guides are developed from the extensive historical and background information researched by Goodman dramaturgical and artistic staff and adapted into age-appropriate discussion questions, profiles, vocabulary lessons, and activities for classroom. The study guides, scripts and *OnStage* newsletter for each play function as reference tools and students are encouraged to share them with their parents.
4. Teacher Seminar and Preview Performance. Teachers begin their preparation by attending the required seminar and preview performance for each play in the Series. In the seminar teachers receive study guides, copies of the script and the Goodman *OnStage* newsletter for their class, and meet with artists and Goodman staff to discuss how best to present the play and its issues to their students. Attendance at the preview performance and post-show discussion with the cast enhances each teacher's understanding of the production before actual classroom preparation with students begins.
5. A "Backstage at the Goodman" video-documentary on each production augments the written materials provided for classroom preparation. The twenty (20) minute videos include interviews with the director and other artists, as well as rehearsal and live production footage. They give students a behind-the-scenes look at how plays are brought to life on the stage and offer focused perspectives on specific aspects of a play and the issues it addresses.
6. Post-show Discussion. Immediately following each matinee, the Goodman's Arts in Education director leads an on-stage discussion with cast and production crew members and the student audience. With the play fresh in their minds, students are encouraged to ask questions, engage in dialogue with their fellow audience members and offer their own opinions about what they saw.
7. The Artists Go To Schools initiative is a vehicle to introduce artists directly into the learning continuum between the theater and the school. Artists visit the classroom either before students attend the matinees or after. They bring the students closer to

the creative process and broaden the students' understanding of the plays and of the professional possibilities that exist in the world of theater.

8. The Parents Program extends the reach of the Student Subscription Series to the home by making free tickets available to parents. As with many of the participating students, the Series introduces adults to the theater who previously may have had limited or no access to it. Parents are invited to an evening performance during the period when their children are preparing to attend a matinee. The goal is to promote family communication by providing a shared experience for parent and child, and to extend the learning experience from the classroom, to the theater and to the home.
9. School Selection and Evaluation Methodology for the Student Subscription Series is integrally connected. While applications are mailed each year to all sixty (60) public high schools in Chicago, schools are chosen on the level of commitment demonstrated by the teachers who apply. The Goodman monitors how involved teachers are in the Series, and those who do not participate as expected or do not properly prepare their students for the performances are declined entry in the program the following year.

The Goodman Arts in Education office prepares a final report on the Student Subscription Series at the close of each season. The report gives an assessment of all program elements and final budget figures. Included are letters from students and teachers, quantitative survey results, essays, and questions asked at post-show discussions.

An important part of the evaluation process is the feedback provided from members of the Teacher Advisory Committee. This group of twenty (20) teachers meets with the Goodman's Arts in Education director following the conclusion of the Series to discuss the program and offer suggestions for the next year based on the issues and concerns culled from teacher and student evaluations submitted at the end of the season.

A smaller program is constructed specifically around the Studio Theatre Season. This program targets schools and classes in terms of their interest in specific issues and topics presented in each play. Depending upon each teacher's assessment of the relevance of the plays to their curriculum, schools can participate on a single show or a season subscription basis. The program also offers Teacher Seminars in an intimate round-table setting, study guides, scripts, newsletters, and post-show discussions with the cast.

Schedule 2.

(To Agreement To Provide Assistance To School Reform Board
Of Trustees And To Undertake Community Programs)

*Community Programs.***During The Term Of The Agreement:**

Goodman agrees to provide Community Programs substantially as described below, subject to the force majeure provision in paragraph 6. Such programming may be expended, replaced or altered from time to time but always with the view of providing worthwhile Community Program benefits to the City of Chicago.

Description Of Community Programs.

The Goodman has been and continues to be a leader locally, as well as nationally, in its offering of Community Programs which make a profound difference in the life of the community through involvement and interaction with diverse groups within the City of Chicago.

Through its involvement with the Neighborhood Arts Partnerships, the Chicago Arts Collaborative for Teachers, and its creation of the Goodman/Chicago Housing Authority Youth Drama Workshop, the Goodman has made a significant difference in the lives of many Chicagoans.

Examples of successful Goodman Theatre Community Programs which will continue to be offered in the 1998 fiscal year are:

1. Onstage at the Goodman Lectures: These free lectures, held monthly at the Chicago Cultural Center, provide audiences with background historical information on each Mainstage production.

2. Post-Performance Discussions: These regular Wednesday and Thursday evening sessions provide a forum for audience members to discuss issues raised by each play in an informal atmosphere. Discussions are led by members of the Goodman's artistic staff, and actors are included in post-opening night discussions.

3. Special Events: These events, held at various community sights around the City of Chicago, illuminate aspects of each Mainstage play, and stimulate community interest in Goodman plays. In July, August Wilson read selections from his poetry at the DuSable Museum of African American History, followed by a discussion of his play *Ma Rainey's Black Bottom*.

4. Chicago Arts Collaborative for Teachers (C.A.C.T.): A two-week multi-arts workshop for teachers with extensive school-year follow-up, C.A.C.T. began in the summer of 1993 at the Goodman Theatre. A collaboration between the Goodman, the Art Institute of Chicago, the Chicago Symphony Orchestra, the Dance Center of Columbia College, and Urban Gateways, the program's fiscal agent is Whirlwind Performance Co.

The first phase of the project is a two (2) week workshop for Chicago area teachers of K -- 12 in all four (4) art forms (art, music, theatre, visual arts), designed to train teachers how to utilize the arts in all facets of their teaching. The second phase is a follow-up program during the school year which includes artist visits to schools, funded field trips, teacher networking, and a teacher stipend for arts related needs.

5. Neighborhood Arts Partnerships: Marshall Fields/Dayton Hudson initiated this program in 1993, preliminarily offering planning grants for partnerships made up of arts organizations, neighborhood organizations, and City of Chicago schools to create curricular arts programming in City schools. After the planning year, partnerships submitted applications for the major funding with which to implement those programs. The Goodman is involved in two (2) such partnerships:

a. South Side Arts Partnership: The "anchor" on this project is the Hyde Park Art Center, and participants include the Goodman, The Smart Museum of Art, the Chicago Children's Choir, the Ray School, and the Murray Language Academy. The Goodman's involvement includes working with the Ray and Murray teachers on The Christmas Carol Project, in which students study Dickens' story, its historical background, and the Goodman stage adaptation, and partake in field trips to the Goodman to see the production, take backstage tours, and meet with artists from the production in their classrooms. The program is geared sequentially to different grade levels.

b. West Town Arts Partnership: The co-anchors on this project are the Sherwood Conservatory of Music and the Northwestern University Settlement. Participants include the Goodman, the Chicago Symphony Orchestra, the James Otis School, the Elizabeth Peabody School, Wells Community Academy (also participants in the Student Subscription Series), the Community TV Network, the Mordine Dance Company, the Marwen Foundation, and Partners in Mime, Inc.. The Goodman's involvement has included sending bilingual actors to Wells Academy to perform scenes from Romeo and Juliet, and providing acting coach and scenic design services for a Wells student production of *West Side Story*, which transferred to the Goodman Studio Theatre for two (2) performances in June, 1995. In 1996, this partnership began to participate in the Christmas Carol Project.

6. The Community Arts and Education Committee: This Committee is composed of individuals from all three (3) of the Goodman's boards (the Board of Trustees, the Women's Board, and the Discovery Board), all of whom share a commitment to increasing the Goodman's presence in Chicago's varied communities. This Committee has helped to raise funds for the following programs:

a. Goodman/Chicago Housing Authority Youth Drama Workshop: This is a seven (7) week program which program began in the summer of 1995 with teens from C.H.A.'s Dearborn Homes. The workshop is taught by a Program Director and three (3) Program Instructors, each of whom have extensive, proven experience teaching such workshops.

The first weeks are devoted to script work, then the group as a whole begins to design, rehearse, and ultimately perform their play for an invited audience on the final day of the workshop. In the first summer of the program (1995), students performed *Two Tales of Anansi*, an original adaptation of two (2) African folk tales. The program also includes field trips to the Goodman and other theatres in Chicago, both during the summer and throughout the school year. Students see plays professionally performed, have backstage tours, and meet with theatre artists representing all of the areas of theatrical art. All students who successfully complete the workshop receive a stipend. The 1996 program, *Life Lessons*, was written by the students themselves.

b. Goodman Internship Program: This program is designed to offer a challenging, professional experience for qualified college seniors, graduate students and young professionals committed to careers in the professional theatre. Interns work as staff members in a department, exploring every facet of work in a producing theatre. Internships are available in Artistic Administration (arts in education, casting, dramaturgy, and literary management), Arts Business Management, Development, Stage Management, and Production.

Having begun in 1995, the Committee has mobilized to help raise funds for all of the Goodman Theatre's varied education and community programs.

7. Gallery 37 After School Program: In the fall of 1996, the Goodman entered into a collaboration with Gallery 37 to create an after school drama workshop at Steinmetz Public High School. Working with Goodman artists, twenty (20) Steinmetz students created their own dramatic scenes using a work of fiction as a springboard for their ideas. They performed their works at Steinmetz in December of 1996. The school chose to continue the program into the winter/spring of 1997 wherein the students refined and further developed their works. These further developed works were then performed in May 1997 at Steinmetz and the Chicago Cultural Center.

8. Co-Productions With Smaller Local Theatres: The Goodman has established working partnerships with several of Chicago's small theatre companies, providing leadership, design and technical assistance, and financial support. In recent years such partnerships include co-producing Goodman Studio Theatre presentations of Jose Rivera's *Cloud Tectonics* with Teatro Vista, Jeff Stetson's *The Meeting* with the Chicago Theater Company, and the upcoming production of OyamO's *Let me Live* with the Onyx Theatre Ensemble. In theaters other than its own, the Goodman co-produced Cheryl Bruce's *Headin' West* with the Onyx Theater Ensemble, and John Leguizamo's *Spicorama* with Latino Chicago.

The Goodman has also assisted many small theater companies in presenting their works in the Goodman Studio Theatre. These companies include Lookingglass Theater Ensemble, American Blues Theatre, Wisdom Bridge, The Practical Theater Company, and The Remains Theater Company.

(Sub) Exhibit "L".

(To Amended And Restated Redevelopment Agreement)

Landmark Requirements For The

Harris And Selwyn Theaters.

Goodman Theatre Redevelopment Agreement.

Terra Cotta And Brick Facades:

- Developer shall follow the City's building permit review procedures, in accordance with the Chicago Landmarks Ordinance.
- Developer shall conduct a qualified study of the building's terra cotta and visible brick surfaces and clean, point, replace, or perform other repair work as recommended.
- Visible facades along Dearborn and Lake Streets, including parapets, returns, and balustrades, shall be restored to Secretary of the Interior Standards.
- Developer shall replace all missing terra cotta.

- All ground-level display cases shall be retained (seven (7) total).

Door And Window Openings:

- Windows and doorways on ground level shall be recessed two and one half ($2\frac{1}{2}$) feet, at their current location, as per original design.
- Existing door and window ornamental metal frames shall be retained, as well as the original design appearance of these doors and windows.
- Upper-level windows and surrounds shall be retained, as per the original design.
- The original design of the two (2) missing main doorways (Harris and Selwyn) shall be replicated in the design of new windows.

New Construction And Additions:

- The glass wall of the new "infill" construction between buildings (south of Harris; and between the Harris and Selwyn) shall be set back approximately eight (8) feet -- i.e., behind the existing terra cotta "returns" of those structures -- in order for the buildings to maintain their separate identity.
- New entry vestibules may be built in front of the infill setback line, provided they are of a transparent design and are not more than one (1) story in height.
- The rooftop addition on the Harris shall be set back a sufficient distance from the front facade (approximately fifteen (15) feet), so that it is not visible to a person standing on the opposite side of Dearborn Street -- except at the existing recesses.

AUTHORIZATION FOR ISSUANCE OF FREE PERMITS, LICENSE
FEE EXEMPTIONS, CANCELLATION OF WATER RATES
AND WAIVER OF FEES FOR CERTAIN CHARITABLE,
EDUCATIONAL AND RELIGIOUS
INSTITUTIONS.

The Committee on Finance submitted the following report:

CHICAGO, October 28, 1997.

To the President and Members of the City Council:

Your Committee on Finance, to which had been referred February 7, May 14, June 4, July 2, 30 and October 1, 1997, sundry proposed ordinances and order transmitted therewith to authorize the issuance of free permits, license fee exemptions, cancellation of water rates and waiver of fees for certain charitable, educational and religious institutions, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinances and order 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 ordinances and order transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Frias, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 47.

Nays -- None.

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

Said ordinances and order, as passed, read as follows (the italic heading in each case not being a part of the ordinance or order):

FREE PERMITS.

Deborah's Place.

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

SECTION 1. That the Commissioner of Buildings, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, the Commissioner of Water and the Commissioner of Fire are hereby directed to issue all necessary permits, all on-site water/sewer inspection fees and all water/sewer plan review fees, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to Deborah's Place for the rehabilitation of the existing building on the premises known as 1742 North Milwaukee Avenue.

Said building shall be used exclusively for not-for-profit and related purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted.

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

Pleasant Ridge Missionary Baptist Church.

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

SECTION 1. That the Commissioner of Buildings, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of Sewers and the Commissioner of Water are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to Pleasant Ridge Missionary Baptist Church, 116 South Central Avenue, for renovation of the existing structure on the premises known as 17 -- 23 South Central Avenue.

Said building shall be used for not-for-profit and related purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

Saint Mary Of Nazareth Hospital.

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

SECTION 1. That the Commissioner of Buildings, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, the Commissioner of Water and the Commissioner of Fire are hereby directed to issue all necessary permits, all on-site water/sewer inspection fees and all water/sewer plan review fees, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to Saint Mary of Nazareth Hospital, 2233 West Division Street, for the rehabilitation of the existing building on the premises known as 2233 West Division Street.

Said building shall be used exclusively for not-for-profit and related purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted.

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

Sweet Holy Spirit Full Gospel Baptist Church.

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

SECTION 1. That the Commissioner of Buildings, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of Water and the Commissioner of Fire are hereby directed to issue all necessary permits, all on-site water/sewer inspection fees and all water/sewer plan review fees, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to Sweet Holy Spirit Full Gospel Baptist Church, 8621 South South Chicago Avenue, for the rehabilitation of a building located on the premises known as 8621 South South Chicago Avenue.

Said building shall be used exclusively for not-for-profit and related purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted.

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

LICENSE FEE EXEMPTION.

Day Care Center.

Austin Day Care Center.

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

SECTION 1. Pursuant to Section 4-72-040 of the Municipal Code of Chicago, the following day care center, which is not operated for gain but where a charge is made for the care of children, is hereby exempted from the payment of the annual Day Care License fee (Code 1584/Class 1) for the period beginning May 16, 1997 and ending May 15, 1998:

Austin Day Care Center
501 North Central Avenue.

SECTION 2. This ordinance shall take effect and be in force upon its passage and publication.

Easter Seal Society Of Metropolitan Chicago, Inc.

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

SECTION 1. Pursuant to Section 4-72-040 of the Municipal Code of Chicago, the following organization, which is a not-for-profit tax-exempt organization, is hereby exempted from the payment of the annual Day Care License fee for the period beginning August 15, 1997:

Easter Seal Society of Metropolitan Chicago, Inc.
2345 West North Avenue.

SECTION 2. This ordinance shall take effect upon its passage and publication.

Edison Park Lutheran Church Day Care Center.

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

SECTION 1. Pursuant to Section 4-72-040 of the Municipal Code of Chicago, the following day care center, which is not operated for gain but where a charge is made for the care of children, is hereby exempted from the payment of the annual Day Care License fee for the period of August 16, 1997 through August 15, 1998 (Code 1584):

Edison Park Lutheran Church Day Care Center
6626 North Oliphant Avenue.

SECTION 2. This ordinance shall take effect upon its passage and publication.

Logan Square Young Mens' Christian Association Headstart.

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

SECTION 1. Pursuant to Section 4-72-040 of the Municipal Code of Chicago, the following day care center, which is not operated for gain but where a charge is made for the care of children, is hereby exempted from the payment of the annual Day Care License fee (Code 1584/Class 1) for the period beginning May 15, 1997 and ending May 15, 1998:

Logan Square Young Mens' Christian Association Headstart
2255 North Lawndale Avenue.

SECTION 2. This ordinance shall take effect and be in force upon its passage and publication.

North Austin Children's Center.

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

SECTION 1. Pursuant to Section 4-72-040 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following day care center, which is not operated for gain but where a charge is made for the care of children, is hereby exempted from payment of the license fee for the period beginning of May 15, 1997 and ending May 15, 1998:

North Austin Children's Center
1500 North Mason Avenue.

SECTION 2. This ordinance shall be in full force and effect from and after its passage and publication.

Young Men's Christian Association Of Metropolitan Chicago.

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

SECTION 1. Pursuant to Section 4-72-040 of the Municipal Code of Chicago, the following day care center, which is not operated for gain but where a charge is made for the care of children, is hereby exempted from payment of the annual Day Care License fee (Code 1584/Class 1) for the period of May 16, 1997 through May 15, 1998:

Young Men's Christian Association of
Metropolitan Chicago
3039 East 91st Street.

SECTION 2. This ordinance shall take effect and be in force upon its passage and publication.

*Winthrop Children's Center/
Lutheran Social Services Of Illinois.*

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

SECTION 1. Pursuant to Section 4-72-040 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following day care center, which is not operated for gain but where a charge is made for the care of children, is hereby exempted from the payment of the license fee for the current license period which expires May 15, 1998:

Winthrop Children's Center
Lutheran Social Service of Illinois
4848 North Winthrop Avenue.

SECTION 2. This ordinance shall be in force and effect from and after its passage and publication.

Dispensary.

Community Health.

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

SECTION 1. Pursuant to Section 4-76-060 of the Municipal Code of Chicago, the following institution is hereby exempted from the payment of the Hospital Dispensary License fee (Code 1184) for the period beginning November 16, 1997 and ending November 15, 1998:

Community Health
1309 North Ashland Avenue.

SECTION 2. This ordinance shall take effect and be in force upon its passage and publication.

Home.

Ada S. McKinley Hammond House.

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

SECTION 1. Pursuant to Section 4-96-040 of the Municipal Code of Chicago, the following charitable institution is hereby exempted from the payment of the annual Home License fee (Code 1365) for the period of June 30, 1997 to June 30, 1998:

Ada S. McKinley Hammond House
6701 South Morgan Street.

SECTION 2. This ordinance shall take effect upon its passage and publication.

Center Home For Hispanic Elderly.

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

SECTION 1. Pursuant to Section 4-96-060 of the Municipal Code of Chicago, the following nursing home which is not operated for gain but where a charge is made for the care of patients, is hereby exempted from payment of the annual Home License fee (Code 1364), for the period beginning November 15, 1997 and ending November 16, 1998:

Center Home for Hispanic Elderly
1401 North California Avenue.

SECTION 2. This ordinance shall take effect and be in force upon its passage and publication.

CANCELLATION OF WATER/SEWER ASSESSMENTS.

Hales Franciscan High School.

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

SECTION 1. Pursuant to Section 11-12-540 of the Municipal Code of Chicago, the Commissioner of Water and the Commissioner of Sewers are hereby authorized and directed to waive the assessments in the amount of \$13,409.87 charged to the Hales Franciscan High School, 4930 South Cottage Grove Avenue (Account Number 800-420-706-155).

SECTION 2. This ordinance shall take effect upon its passage and publication.

Holy Trinity High School.

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

SECTION 1. Pursuant to Section 11-12-540 of the Municipal Code of Chicago, the Commissioner of Water and the Commissioner of Sewers are hereby authorized and directed to cancel assessments in the amount of \$28,878.43 charged to Holy Trinity High School, for their premises located at 1443 West Division Street.

SECTION 2. This ordinance shall take effect and be in force upon its passage and publication.

*Mount Sinai Hospital Medical Center.
(Frankel Building)*

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

SECTION 1. Pursuant to Section 11-12-540 of the Municipal Code of Chicago, the Commissioner of Water and the Commissioner of Sewers are hereby authorized and directed to cancel assessments, notwithstanding other ordinances of the City of Chicago to the contrary, in the amount of

\$50,466.02 assessed against Mount Sinai Hospital Medical Center, Frankel Building, 2759 West 15th Street (Account Number 800-240-724-908).

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

*Mount Sinai Hospital Medical Center.
(Kurtzen Building)*

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

SECTION 1. Pursuant to Section 11-12-540 of the Municipal Code of Chicago, the Commissioner of Water and the Commissioner of Sewers are hereby authorized and directed to cancel assessments, notwithstanding other ordinances of the City of Chicago to the contrary, in the amount of \$1,895.46 assessed against Mount Sinai Hospital Medical Center, Kurtzen Building, 2736 West 15th Place (Account Number 800-240-725-505).

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

*Mount Sinai Hospital Medical Center.
(Nurses Residence Building)*

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

SECTION 1. Pursuant to Section 11-12-540 of the Municipal Code of Chicago, the Commissioner of Water and the Commissioner of Sewers are hereby authorized and directed to cancel assessments, notwithstanding other ordinances of the City of Chicago to the contrary, in the amount of \$1,527.43 assessed against Mount Sinai Hospital Medical Center, Nurses Residence Building, 2718 West 15th Street (Account Number 800-240-724-489).

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

WAIVER OF FEE.

Come Home To Woodlawn.

Ordered, That the Director of Revenue of the City of Chicago waive the Vendor License fee for the participants in "Come Home to Woodlawn" located at 6153 -- 6158 South Kimbark Avenue on September 20, 1997, from 12:00 Noon until 7:00 P.M.

EXEMPTION OF ILLINOIS MASONIC MEDICAL CENTER
FROM PAYMENT OF ALL CITY PERMIT AND
INSPECTION FEES FOR PERIOD
ENDING DECEMBER 31, 1998.

The Committee on Finance submitted the following report:

CHICAGO, October 28, 1997.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance exempting the Illinois Masonic Medical Center from payment of all City permit and inspection fees for the year beginning November 1, 1997 and ending December 31, 1998, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed substitute ordinance transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the committee.

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Frias, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schuler, M. Smith, Moore, Stone -- 47.

Nays -- None.

Alderman Natarus 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 Buildings, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, the Commissioner of Water, the Commissioner of Fire and the Commissioner of the Environment are hereby directed to issue all necessary permits, all on-site water/sewer inspection fees, and all water/sewer plan review fees, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to the Illinois Masonic Medical Center, a not-for-profit Illinois corporation, related to the erection and maintenance of building(s) at the following locations:

810 West Nelson Street;

814 West Nelson Street;

824 West Nelson Street;

831 West Nelson Street;

836 West Nelson Street;

856 West Nelson Street;

836 West Wellington Avenue;

901 West Wellington Avenue;

919 West Wellington Avenue;

927 West Wellington Avenue;

900 -- 908 West Oakdale Avenue; and

3048 North Wilton Avenue.

Said building(s) and all appurtenances thereto shall be used exclusively for charitable purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with the plans submitted and all of the appropriate provisions of the Municipal Code of the City of Chicago, and said building(s) and appurtenances thereto shall be constructed and maintained so that they shall comply in all respects with the requirements of the appropriate provisions of the Municipal Code of the City of Chicago for the issuance of all permits and licenses.

SECTION 2. The Illinois Masonic Medical Center, a not-for-profit Illinois corporation, located at 836 West Wellington Avenue, engaged in medical, educational, and related activities, shall be exempt from the payment of City license fees and shall be entitled to the cancellation of warrants for collection for inspection fees.

SECTION 3. The Illinois Masonic Medical Center shall be entitled to a refund of City fees which it has and to which it is exempt pursuant to Sections 1 and 2 of this ordinance.

SECTION 4. This ordinance shall be in force for the period beginning November 1, 1997 and ending December 31, 1998.

AUTHORIZATION FOR WAIVER AND REFUND OF SPECIFIED
FEES RELATING FOR CHICAGO HOUSING AUTHORITY
HORNER REVITALIZATION PROJECT.

The Committee on Finance submitted the following report:

CHICAGO, October 28, 1997.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing waiver and refund of specified fees relating for the Chicago Housing Authority Horner Revitalization 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.

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, Steele, Beavers, Dixon, Shaw, Buchanan, Frias, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone --47.

Nays -- None.

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

The following is said ordinance as passed:

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

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

WHEREAS, The Chicago Housing Authority of the City ("C.H.A."), by and through The Habitat Company, an Illinois corporation ("Habitat"), as development manager of C.H.A.'s Revitalization Program, has commenced the implementation of the Horner Revitalization Program, wherein affordable rental housing has or will be developed and constructed on certain property generally bounded by West Lake Street, North Damen Avenue, West Maypole Avenue and North Leavitt Street, in Chicago, Illinois ("Project"); and

WHEREAS, The Habitat Company has requested that the City waive all fees hereafter imposed and refund all fees previously imposed by the City in connection with the development and construction of the Project, including, but not limited to, those fees specifically listed on Exhibit A attached hereto; and

WHEREAS, The City desires to facilitate the development and construction of the Project and has agreed to waive and refund all fees as described in the preceding paragraph; 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 shall and does hereby authorize and direct (i) the refund of all fees previously imposed by the City and paid in connection with the development and construction of the Project, including, but not limited to, those fees specifically listed on Exhibit A attached hereto, and (ii) the waiver of all fees that would otherwise be payable to the City in connection with the development and construction of the Project, including, but not limited to, those fees specifically listed on Exhibit A attached hereto.

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

SECTION 4. This ordinance shall be effective as of the date of its passage.

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

Exhibit "A".

Fee Waivers.

Department Of Buildings.

Plan Review, Permit and Inspection Fees:

A. Building Permit:

Zoning (including fees associated with the filing of zoning exceptions and variances).

Construction/Architectural /Structural.

Internal Plumbing.

H.V.A.C.

Water for Construction.

Smoke Abatement.

B. Electrical Permit: Service and Wiring.

C. Elevator Permit (if applicable).

D. Wrecking Permit (if applicable).

E. Fencing Permit (if applicable).

Department Of Water.

Tap Fees.

Termination Fees for Existing Water Taps.

Department Of Transportation.

Street Opening Fees.

Driveway Permit Fees.

Use of Public Way Fees.

General.

Landscaping Bonds.

Fees relating to City installations (including, but not limited to, curbs, walks, parkway landscaping and street and alley lighting).

AUTHORIZATION FOR CANCELLATION OF WARRANTS
FOR COLLECTION ISSUED AGAINST CERTAIN
CHARITABLE, EDUCATIONAL AND
RELIGIOUS INSTITUTIONS.

The Committee on Finance submitted the following report:

CHICAGO, October 28, 1997.

To the President and Members of the City Council:

Your Committee on Finance, to which had been referred sundry proposed orders for cancellation of specified warrants for collection issued against certain charitable, educational and religious institutions, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed substitute order 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 substitute order transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Frias, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 47.

Nays -- None.

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

The following is said order as passed:

Ordered, That the City Comptroller is hereby authorized and directed to cancel specified warrants for collection issued against certain charitable, educational and religious institution, as follows:

Name And Address	Warrant Number And Type Of Inspection	Amount
Anixter Center for Rehabilitation (various locations)	B1-713954 (Bldg.)	\$60.00
	B1-713955 (Bldg.)	80.00
Benton Community Center 3034 South Gratten Avenue	B1-712575 (Bldg.)	40.00

Name And Address	Warrant Number And Type Of Inspection	Amount
Congregation Beth Itzhok of West Rogers Park 6716 -- 6718 North Whipple Street	C2-700545 (Refrig.)	\$ 80.00
Jewish Federation of Metropolitan Chicago 3003 West Touhy Avenue	B3-703829 (Pub. Place of Assemb.)	60.00
	B3-703830 (Pub. Place of Assemb.)	60.00
Jewish United Federation 618 South Michigan Avenue	B1-711884 (Bldg.)	140.00
The Latin School of Chicago (various locations)	B3-605171 (Pub. Place of Assemb.)	60.00
	B3-701083 (Pub. Place of Assemb.)	60.00
	F4-707132 (Mech. Vent.)	72.00
Morgan Park Academy 2153 West 111th Street	B3-704012 (Pub. Place of Assemb.)	60.00
Northwestern Memorial Hospital (various locations)	B1-709210 (Bldg.)	40.00
	B2-701480 (Canopy/Rev. Door)	25.00
	B3-605029 (Pub. Place of Assemb.)	60.00
	F4-705320 (Mech. Vent.)	196.00

10/28/97

REPORTS OF COMMITTEES

54641

Name And Address	Warrant Number And Type Of Inspection	Amount
Norwegian Old Peoples Home 6016 North Nina Avenue	Invoice Number 95720081741 (Pollution Control)	\$ 30.00
Schwab Rehabilitation Hospital and Care Network 1401 South California Avenue	Permit Number P010969 (Burglar Alarm)	30.00
	Permit Number P025039 (Burglar Alarm)	30.00
	Permit Number P025040 (Burglar Alarm)	30.00
Sure Foundation Missionary Baptist Church 1300 North Artesian Avenue	B1-706222 (Bldg.)	40.00
Swedish Covenant Hospital 5145 North California Avenue	A1-701902 (Elev.)	60.00
Terra Museum of American Art (various locations)	B1-710772 (Bldg.)	100.00
	B1-710846 (Bldg.)	60.00
	B1-710847 (Bldg.)	40.00
Uptown Center Hull House 4520 North Beacon Street	B3-703674 (Pub. Place of Assemb.)	60.00

Name And Address	Warrant Number And Type Of Inspection	Amount
Louis A. Weiss Memorial Hospital 4646 North Marine Drive	P1-703385 (Fuel Burn. Equip.)	\$1,590.00

CONSIDERATION FOR INSTALLATION OF
ALLEYLIGHTS AT VARIOUS
LOCATIONS.

The Committee on Finance submitted the following report:

CHICAGO, October 28, 1997.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration four orders authorizing the installation of alleylights at specified locations, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed orders 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 orders transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Frias, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 47.

Nays -- None.

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

The following are said orders as passed (the italic heading in each case not being a part of the order):

3500 South Francisco Avenue.

Ordered, That the City Comptroller is hereby authorized and directed to give consideration to the installation of an alleylight in back of the premises located at 3500 South Francisco Avenue.

7340 -- 7350 North Ridge Avenue.

Ordered, That the Commissioner of Transportation is hereby authorized and directed to give consideration to the installation of an alleylight in back of the premises located at 7340 -- 7350 North Ridge Avenue.

6729 North Rockwell Street.

Ordered, That the Commissioner of Transportation is hereby authorized and directed to give consideration to the installation of an alleylight in back of the premises located at 6729 North Rockwell Street.

2443 West 34th Place.

Ordered, That the Commissioner of Transportation is hereby authorized and directed to give consideration to the installation of an alleylight in back of the premises located at 2443 West 34th Place.

CONSIDERATION FOR INSTALLATION OF HIGH-PHOTO
CELLS AT SPECIFIED LOCATIONS FOR
PICKINGS MEMORIAL CHURCH
OF GOD IN CHRIST.

The Committee on Finance submitted the following report:

CHICAGO, October 28, 1997.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an order authorizing the installation of high-photo cells at specified locations for Pickings Memorial Church of God in Christ, 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.

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 Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Frias, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 47.

Nays -- None.

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

The following is said order as passed:

Ordered, That the Commissioner of Transportation is hereby authorized and directed to give consideration to the installation of high-photo cells in existing lights and new lighting at the following locations for the Pickings Memorial Church of God in Christ: the southeast side of 5659 South Union Avenue and the southwest side of 5701 -- 5705 South Union Avenue.

AUTHORIZATION FOR PAYMENT OF HOSPITAL, MEDICAL
AND NURSING SERVICES RENDERED CERTAIN
INJURED MEMBERS OF POLICE AND
FIRE DEPARTMENTS.

The Committee on Finance submitted the following report:

CHICAGO, October 28, 1997.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an order authorizing the payment of hospital and medical expenses of police officers and fire fighters injured in the line of duty, 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.

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 Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Frias, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 47.

Nays -- None.

Alderman Natarus 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 issue vouchers, in conformity with the schedule herein set forth, to physicians, hospitals, nurses or other individuals, in settlement for hospital, medical and nursing services rendered to the injured members of the Police Department and/or the Fire Department herein named. The payment of any of these bills shall not be construed as an approval of any previous claims pending or future claims for expenses or benefits on account of any alleged injury to the individuals named. The total amount of said claims is set opposite the names of the injured members of the Police Department and/or the Fire Department, and vouchers are to be drawn in favor of the proper claimants and charged to Account Number 100.9112.937:

[Regular orders printed on pages 54647 through
54670 of this Journal.]

; and

Be It Further Ordered, That the City Comptroller is authorized and directed to issue warrants, in conformity with the schedule herein set forth, to physicians, hospitals, nurses or other individuals, in settlement for hospital, medical and nursing services rendered to the injured members of the Police Department and/or Fire Department herein named, provided such members of the Police Department and/or Fire Department shall enter into an agreement in writing with the City of Chicago to the effect that, should it appear that any of said members of the Police Department and/or Fire Department have received any sum of money from the party whose negligence caused such injury, or have instituted proceedings against such party for the recovery of damage on account of such injury or medical expenses, then in that event the City shall be reimbursed by such member of the Police Department and/or Fire Department out of any sum that such member of the Police Department and/or Fire Department has received or may hereafter receive from such third party on account of such injury or medical expenses, not to exceed the expense in accordance with Opinion Number 1422 of the Corporation Counsel of said City, dated March 19, 1926. The payment of any of these bills shall not be construed as approval of any previous claims pending or future claims for expenses or benefits on account of any alleged injury to the individuals named. The total amount of such claims, as allowed, is set opposite the names of the injured members of the Police Department and/or Fire Department, and warrants are to be drawn in favor of the proper claimants and charged to Account Number 100.9112.937:

[Third party orders printed on pages 54671 through
54677 of this Journal.]

10/28/97

REPORTS OF COMMITTEES

54647

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 10/28/97

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
ABBATE	POLICE OFFICER	EIGHTEENTH DISTRICT	6/04/97	23.00
ACCARDO	POLICE OFFICER	SIXTEENTH DISTRICT	11/27/91	1714.40
ADAMS	POLICE OFFICER	TWENTY-FIFTH DISTRICT	6/09/97	32.00
ADCOCK	POLICE OFFICER	TENTH DISTRICT	6/11/97	195.75
AKANA	POLICE OFFICER	TWENTY-FIFTH DISTRICT	4/28/96	151.00
AKERSON	POLICE OFFICER	ELEVENTH DISTRICT	7/16/97	2964.00
ALBERTS	POLICE OFFICER	DETECTIVE DIV AREA 5 PROPERTY	10/01/86	28.00
ALDAY	POLICE OFFICER	SEVENTEENTH DISTRICT	1/30/97	1362.52
ALI	POLICE OFFICER	TWENTY-FOURTH DISTRICT	6/26/96	819.00
ALLEN	POLICE OFFICER	THIRD DISTRICT	4/12/97	1797.83
ALLEN	POLICE OFFICER	ELEVENTH DISTRICT	2/03/96	107.00
ALLEN	POLICE OFFICER	NINTH DISTRICT	4/30/96	196.00
AMEZGUITA	POLICE OFFICER	THIRTEENTH DISTRICT	11/15/96	1197.00
AMMONS	POLICE OFFICER	SECOND DISTRICT	6/10/97	198.00
ANDERSON	POLICE OFFICER	FIFTH DISTRICT	6/16/97	270.00
ANDERSON	POLICE OFFICER	FOURTH DISTRICT	4/29/97	275.00
ANDERSON	POLICE OFFICER	SIXTEENTH DISTRICT	5/01/97	3981.40
ANDERSON-DAVIS	POLICE OFFICER	SECOND DISTRICT	4/05/97	1284.27
ANDERSON-HELD	POLICE OFFICER	NINETEENTH DISTRICT	1/27/96	210.00
ANDRADE	POLICE OFFICER	FIFTH DISTRICT	2/01/96	125.00
ANDREWS	POLICE OFFICER	TWENTIETH DISTRICT	7/02/97	51.00
ANDREWS	POLICE OFFICER	TWENTIETH DISTRICT	7/20/97	44.77
ANGARONE	POLICE OFFICER	EIGHTEENTH DISTRICT	1/06/97	44.00
ANGELO	POLICE OFFICER	SIXTEENTH DISTRICT	7/20/96	4304.40
ANGELO	POLICE OFFICER	SIXTEENTH DISTRICT	2/01/97	75.00
ARENS	POLICE OFFICER	FIFTEENTH DISTRICT	12/08/96	398.25
ARTIS	POLICE OFFICER	SEVENTH DISTRICT	5/12/97	218.18
ASHBURY	POLICE OFFICER	EVIDENCE AND RECOVERED PROPERTY	4/08/97	15136.68
ATKINS	POLICE OFFICER	SEVENTH DISTRICT	8/01/96	50.00
AVILA	POLICE OFFICER	SEVENTH DISTRICT	5/28/97	482.43
BAEZ	POLICE OFFICER	FOURTH DISTRICT	5/27/97	753.56
BAHR	POLICE OFFICER	MARINE UNIT	7/19/97	22.00
BAIKIE	POLICE OFFICER	TWENTY-FIRST DISTRICT	6/21/97	353.00
BAKER	POLICE OFFICER	THIRD DISTRICT	7/29/97	271.00
BALZANO	POLICE OFFICER	AIRPORT LAW ENFORCEMENT NORTH	8/29/95	217.04
BANAS	POLICE OFFICER	TWENTIETH DISTRICT	4/28/97	168.57
BARBARONE	POLICE OFFICER	FIFTEENTH DISTRICT	3/23/97	31.00
BARNES	POLICE OFFICER	TWELFTH DISTRICT	1/26/97	40.00
BARNES	POLICE OFFICER	YOUTH DIVISION AREA FOUR	7/30/97	92.00
BARNES	POLICE OFFICER	SEVENTH DISTRICT	4/08/97	134.35
BARNES	POLICE OFFICER	THIRD DISTRICT	7/03/97	111.00
BARNES	POLICE OFFICER	TWELFTH DISTRICT	5/08/97	321.30
BARNEY	POLICE OFFICER	ELEVENTH DISTRICT	2/20/97	334.60
BARTOSIK	POLICE OFFICER	FOURTH DISTRICT	6/14/97	490.00
BEACH	POLICE OFFICER	EIGHTH DISTRICT	12/02/95	20.30
BEASLEY	POLICE OFFICER	TWENTY-FIRST DISTRICT	3/08/96	711.00
BECK	POLICE OFFICER	TWENTY-FIRST DISTRICT	11/23/96	332.00
BEILKE	POLICE OFFICER	FIFTH DISTRICT	6/04/97	133.00
		NINTH DISTRICT	5/30/96	200.00

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 10/28/97

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL	
BELL	RAYMOND A	POLICE OFFICER	SEVENTEENTH DISTRICT	4/26/97	138.55
BENAVIDES	MARK A	POLICE OFFICER	THIRTEENTH DISTRICT	3/12/97	351.05
BENNETT	VIRGINIA	POLICE OFFICER	SEVENTH DISTRICT	7/19/97	64.00
BENSON	JAMES B	POLICE OFFICER	TWENTY-FIFTH DISTRICT	5/03/97	662.05
BENARAK	ALAN	POLICE OFFICER	SPECIAL OPERATIONS SECTION	4/02/97	333.50
BERTI	MICHAEL J	POLICE OFFICER	TWENTY-FIFTH DISTRICT	6/20/97	60.00
BERTRAM	BRAD	POLICE OFFICER	TWENTY-FOURTH DISTRICT	6/16/97	866.23
BETZ	DAVID C	POLICE OFFICER	EIGHTEENTH DISTRICT	7/29/97	372.00
BICKHAM	JOHN	POLICE OFFICER	FIRST DISTRICT	7/30/97	128.00
BLAA	RAYMOND	POLICE OFFICER	TWENTY-FOURTH DISTRICT	6/06/97	86.28
BLAKE	RONALD G	POLICE OFFICER	TWENTY-THIRD DISTRICT	6/20/97	140.89
BOLDMAN	GARY	POLICE OFFICER	FOURTH DISTRICT	7/04/97	836.50
BORA	DANIEL A	POLICE OFFICER	FIFTEENTH DISTRICT	5/13/97	213.32
BORG	PETER	POLICE OFFICER	SEVENTH DISTRICT	4/24/97	730.30
BORJA	RAFAEL A	POLICE OFFICER	EIGHTH DISTRICT	7/23/97	602.00
BOSO	RICHARD D	POLICE OFFICER	TWENTY-FIFTH DISTRICT	4/21/97	220.60
BOSS-DIXON	THERESE	POLICE OFFICER	FOURTH DISTRICT	4/29/97	286.05
BOUDREAU	KENNETH J	POLICE OFFICER	DETECTIVE DIVISION - AREA 1	2/14/97	1198.47
BOYD	JACQUE	POLICE OFFICER	MAJOR ACCIDENT INVESTIGATION U	12/27/94	2901.90
BRAASCH	MICHELLE M	POLICE OFFICER	SEVENTH DISTRICT	12/22/96	115.37
BRADFORD	MELVA A	POLICE OFFICER	GUN REGISTRATION SECTION	8/12/96	185.72
BRADLEY	CLARENCE	POLICE OFFICER	TRAFFIC SECTION-DETAIL UNIT	1/11/97	576.00
BRAND	JUANITA	POLICE OFFICER	PUBLIC TRANSPORTATION SECTION	1/02/97	3092.80
BRAND	THOMAS K	POLICE OFFICER	FOURTEENTH DISTRICT	4/03/97	80.00
BREIMON	GERALD C	POLICE OFFICER	SPECIAL OPERATIONS SECTION	5/05/97	215.00
BRIDGES	ROBERT M	POLICE OFFICER	TWENTIETH DISTRICT	4/14/97	67.00
BRIDGES	ROBERT M	POLICE OFFICER	TWENTIETH DISTRICT	7/25/97	746.00
BRIGGS	RUSSELL C	POLICE OFFICER	ELEVENTH DISTRICT	7/08/97	179.10
BRIGHT	KAREN D	POLICE OFFICER	FIFTH DISTRICT	6/06/96	148.00
BRIGHT	KAREN D	POLICE OFFICER	FIFTH DISTRICT	7/01/97	1825.50
BRODERSON	PATRICIA	POLICE OFFICER	SIXTEENTH DISTRICT	4/18/97	137.80
BROOKS	TIMOTHY V	POLICE OFFICER	TRAFFIC SECTION - ENFORCEMENT	4/19/97	148.57
BROWN	DAVID K	POLICE OFFICER	THIRD DISTRICT	6/24/97	685.99
BROWN	KERRY	POLICE OFFICER	SEVENTEENTH DISTRICT	5/04/97	156.80
BROWN	MILLAUN	POLICE OFFICER	SIXTH DISTRICT	6/13/97	693.00
BROWN	ORLANDO	POLICE OFFICER	SIXTH DISTRICT	7/24/97	1069.00
BROWN	PHILLIP H	POLICE OFFICER	FIFTEENTH DISTRICT	6/24/97	367.98
BRUCE	JAMES	POLICE OFFICER	FOURTH DISTRICT	12/25/95	347.00
BRUMLEY	CEDRIC	POLICE OFFICER	FOURTH DISTRICT	4/28/97	245.00
BRUMLEY	CEDRIC	POLICE OFFICER	FOURTH DISTRICT	6/26/97	698.50
BRYA	JOHN M	POLICE OFFICER	MOUNTED UNIT	4/28/95	150.00
BRZANA	CATHERINE	POLICE OFFICER	SEVENTH DISTRICT	5/11/97	314.70
BUCHANAN	FREDERICK L	POLICE OFFICER	FOURTH DISTRICT	6/24/97	260.50
BUHRKE	JAMES R	POLICE OFFICER	ELEVENTH DISTRICT	10/22/96	170.00
BUJE	GREGORY W	POLICE OFFICER	THIRD DISTRICT	8/04/96	202.90
BUNGE	LAWRENCE	POLICE OFFICER	TWENTY-FIFTH DISTRICT	11/29/96	60.00
BUNGE	LAWRENCE	POLICE OFFICER	TWENTY-FIFTH DISTRICT	2/16/97	219.00
BURGOS	LUIS	POLICE OFFICER	FIFTEENTH DISTRICT	11/07/96	196.00
BURKART	CATHERINE	POLICE OFFICER	TWENTY-FIFTH DISTRICT	11/05/96	216.00

10/28/97

REPORTS OF COMMITTEES

54649

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 10/28/97

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
BURNETTE	MICHAEL S	POLICE OFFICER	20/01/96	15581.19
BURNS	ADAM T	POLICE OFFICER	4/17/97	132.00
BURNS	ADAM T	POLICE OFFICER	7/28/97	85.60
BURBONI	ANDREW	POLICE OFFICER	4/17/97	132.00
BURTON	ERNEST	POLICE OFFICER	2/08/96	106.22
BURTON	PEGGY C	POLICE OFFICER	6/15/94	30.99
BURTON	PHILLIP	POLICE OFFICER	1/19/97	283.00
BUSCH	STEVE D	POLICE OFFICER	3/30/97	37.00
BUTLER	DARWIN	POLICE OFFICER	6/28/96	166.40
BUTLER	STEVE D	POLICE OFFICER	6/18/97	26.00
BUTLER	STEVE D	POLICE OFFICER	7/03/97	169.00
BUTLER	STEVE D	POLICE OFFICER	6/28/97	91.00
BUTLER	STEVE D	POLICE OFFICER	4/13/97	802.75
BUTLER	STEVE D	POLICE OFFICER	1/28/93	487.00
BUTLER	STEVE D	POLICE OFFICER	6/06/97	1965.00
BUTLER	STEVE D	POLICE OFFICER	4/28/97	2439.75
BUTLER	STEVE D	POLICE OFFICER	6/13/97	97.00
BUTLER	STEVE D	POLICE OFFICER	5/28/97	876.94
BUTLER	STEVE D	POLICE OFFICER	7/11/97	84.60
BUTLER	STEVE D	POLICE OFFICER	7/29/97	897.00
BUTLER	STEVE D	POLICE OFFICER	5/04/97	215.00
BUTLER	STEVE D	POLICE OFFICER	4/21/97	8943.89
BUTLER	STEVE D	POLICE OFFICER	4/03/97	1413.00
BUTLER	STEVE D	POLICE OFFICER	5/15/97	566.60
BUTLER	STEVE D	POLICE OFFICER	5/06/97	158.90
BUTLER	STEVE D	POLICE OFFICER	11/30/96	85.00
BUTLER	STEVE D	POLICE OFFICER	5/28/97	336.60
BUTLER	STEVE D	POLICE OFFICER	6/26/96	1556.70
BUTLER	STEVE D	POLICE OFFICER	4/28/97	312.50
BUTLER	STEVE D	POLICE OFFICER	4/02/97	1074.94
BUTLER	STEVE D	POLICE OFFICER	4/15/97	350.76
BUTLER	STEVE D	POLICE OFFICER	7/25/97	963.00
BUTLER	STEVE D	POLICE OFFICER	4/14/97	150.00
BUTLER	STEVE D	POLICE OFFICER	5/04/97	507.70
BUTLER	STEVE D	POLICE OFFICER	5/06/97	315.66
BUTLER	STEVE D	POLICE OFFICER	7/19/97	27.00
BUTLER	STEVE D	POLICE OFFICER	2/25/97	41.00
BUTLER	STEVE D	POLICE OFFICER	4/10/97	427.90
BUTLER	STEVE D	POLICE OFFICER	6/27/97	2417.00
BUTLER	STEVE D	POLICE OFFICER	3/12/97	263.00
BUTLER	STEVE D	POLICE OFFICER	8/09/95	46.95
BUTLER	STEVE D	POLICE OFFICER	7/05/97	773.30
BUTLER	STEVE D	POLICE OFFICER	6/02/97	136.05
BUTLER	STEVE D	POLICE OFFICER	6/29/97	250.00
BUTLER	STEVE D	POLICE OFFICER	3/03/85	48.00

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 10/28/97

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
CRUMP-HALES	LILLIE R	CENTRAL DETENTION SECTION	1/13/96	21.20
CULVER	SCOTT J	RECRUIT TRAINING	5/04/97	691.86
CULVER	SHEILA	TWENTIETH DISTRICT	4/23/97	281.70
CWYNAR	JONATHAN J	NINETEENTH DISTRICT	4/16/97	429.00
CZUBAK	DAVID J	AUTOMOTIVE POUNDS SECTION	7/18/90	100.00
DALIEGE	MICHAEL	TWELFTH DISTRICT	6/30/97	31.00
DANIELS	EDWARD	ELEVENTH DISTRICT	6/14/97	200.00
DAVID	RONALD A	FOURTH DISTRICT	9/06/96	30.00
DAVIS	HENRY JR	THIRD DISTRICT	6/19/97	327.90
DAVIS	JOHN T	THIRD DISTRICT	4/13/97	66.00
DAVIS	MELVIN L	EIGHTH DISTRICT	8/06/96	45.00
DAVIS	STEVEN	PUBLIC HOUSING UNIT--SOUTH	2/03/97	128.00
DAWSON	JUANITA	SIXTH DISTRICT	8/03/96	95.00
DEFRANCO	JOSEPH	SEVENTEENTH DISTRICT	5/14/97	782.28
DELARIVA	CHARLES	TWENTY-THIRD DISTRICT	7/18/96	80.00
DELIA	YVONNE	TWENTY-FIRST DISTRICT	3/02/97	950.90
DELOPEZ	DANIEL J	ELEVENTH DISTRICT	6/08/97	154.80
DELOPEZ	DANIEL J	ELEVENTH DISTRICT	7/10/97	98.10
DESANDO	DANIEL D	NINTH DISTRICT	3/28/97	615.50
DETWYLER	JENIFER C	TRAINING DIVISION	6/18/97	2392.50
DEVANEY	THOMAS A	TWENTY-FIFTH DISTRICT	2/07/96	175.00
DEVOGELEAR	DAVID	TWENTIETH DISTRICT	7/12/96	50.00
DEYOUNG	DEBRA L	TWENTY-THIRD DISTRICT	1/24/96	366.75
DEZONNO	DAVID C	SEVENTEENTH DISTRICT	4/18/97	160.30
DIAZ	INCENCIO	EIGHTH DISTRICT	5/23/97	228.70
DIGNAN	PETER F	NARCOTICS SECTION	10/05/94	102.00
DINWIDDLE	JAYCETTA	THIRD DISTRICT	4/26/97	196.99
DISTEL	DALE L	BOMB AND ARSON SECTION	7/11/97	139.00
DIX III	LAWRENCE	THIRD DISTRICT	3/09/97	1442.20
DIXIONE	JOYCE E	FIRST DISTRICT	12/01/94	48.00
DIXON	STEVEN C	TWENTY-FIRST DISTRICT	4/14/96	6834.65
DOBES	CHRISTOPHER	ELEVENTH DISTRICT	5/23/97	294.00
DOBSON	DENNIS	TENTH DISTRICT	1/07/91	65.00
DODSON	CRYSTAL M	SIXTH DISTRICT	4/23/97	1742.90
DOMAGALA	BERNARD	UNKNOWN	7/14/88	552.96
DOMESKE	GUS	FOURTEENTH DISTRICT	9/03/96	520.00
DOUBEK	DARRYL M	PUBLIC TRANSPORTATION SECTION	5/09/97	331.50
DRAGON	CATHERINE M	TWENTY-FIRST DISTRICT	7/24/96	159.00
DRAKULICH	MICHAEL A	TWENTY-FOURTH DISTRICT	6/16/97	620.62
DREWKE	LOUIS N	EIGHTEENTH DISTRICT	9/28/91	343.00
DRIVER	ROBERT R	SIXTEENTH DISTRICT	5/19/97	151.20
DROZDEK	ANTHONY G	RECRUIT TRAINING	4/15/97	182.90
DWYER	MICHAEL P	TWENTY-FIRST DISTRICT	5/02/97	231.75
DWYER	JOHN	UNKNOWN	6/10/97	127.00
DWYER	KEVIN	NINTH DISTRICT	3/19/97	1023.00
EAGLIN	KEVIN	NINTH DISTRICT	5/14/97	329.35
EAKER	JAMES H	AIRPORT LAW ENFORCEMENT NORTH	9/01/94	249.00
EBERLIN	WILLIAM R	FOURTH DISTRICT	4/21/97	1554.45
EBERLIN	PATRICK G	ELEVENTH DISTRICT	1/20/96	126.00

10/28/97

REPORTS OF COMMITTEES

54651

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 10/28/97

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
EBERSPACHER	POLICE OFFICER	SEVENTEENTH DISTRICT	5/02/97	278.93
EDWARDS-KEMP	POLICE OFFICER	SIXTH DISTRICT	4/23/96	185.00
EFANTIS	POLICE OFFICER	FIRST DISTRICT	6/29/95	579.50
EGAN-CONWAY	POLICE OFFICER	NINTH DISTRICT	5/15/97	934.00
EHNENSTROM	POLICE OFFICER	FIRST DISTRICT	3/03/97	187.77
EIGENBAUER	POLICE OFFICER	TWELFTH DISTRICT	2/24/90	44.00
EILAND	POLICE OFFICER	SPECIAL OPERATIONS SECTION	3/24/97	612.50
ELIZONDO	POLICE OFFICER	EIGHTEENTH DISTRICT	6/11/97	265.00
ELIZONDO	POLICE OFFICER	TWENTIETH DISTRICT	7/11/96	75.00
ELLERSON	POLICE OFFICER	SEVENTH DISTRICT	4/16/97	4701.65
ENGLISH	POLICE OFFICER	FOURTEENTH DISTRICT	6/17/97	60.00
EPHORAVE	POLICE OFFICER	ELEVENTH DISTRICT	5/19/96	73.90
ESPINO	POLICE OFFICER	ELEVENTH DISTRICT	9/04/97	451.00
ESTRADA	POLICE OFFICER	TWELFTH DISTRICT	5/19/97	223.30
EVANS	POLICE OFFICER	SIXTH DISTRICT	4/29/97	434.06
EVANS	POLICE OFFICER	SIXTH DISTRICT	7/24/97	1083.00
EVANS	POLICE OFFICER	NARCOTICS SECTION	3/11/97	196.00
FAUST	POLICE OFFICER	PUBLIC TRANSPORTATION SECTION	9/11/96	35.00
FAUST	POLICE OFFICER	PUBLIC TRANSPORTATION SECTION	6/08/97	905.00
FELKER-HAMMERSCHMIDT	POLICE OFFICER	PUBLIC TRANSPORTATION SECTION	5/24/97	362.40
FINLEY	POLICE OFFICER	TWENTY-THIRD DISTRICT	9/23/96	136.00
FISH	POLICE OFFICER	TWENTY-FOURTH DISTRICT	7/04/96	32.00
FISH	POLICE OFFICER	TWENTY-FOURTH DISTRICT	6/09/97	1297.46
FISSINGER	POLICE OFFICER	SEVENTH DISTRICT	5/04/97	168.40
FITZPATRICK	POLICE OFFICER	FIRST DISTRICT	4/15/97	124.88
FLEISCHACKER	POLICE OFFICER	SEVENTEENTH DISTRICT	5/12/96	138.00
FLORES	POLICE OFFICER	TWENTY-FIFTH DISTRICT	6/06/97	299.40
FLORES	POLICE OFFICER	SEVENTEENTH DISTRICT	4/23/97	30.80
FLORES	POLICE OFFICER	THIRTEENTH DISTRICT	2/09/97	234.75
FLORES	POLICE OFFICER	NINTH DISTRICT	7/16/97	272.00
FLOWERS	POLICE OFFICER	TWELFTH DISTRICT	6/28/97	780.00
FOLEY-JOHNSON	POLICE OFFICER	SCHOOL PATROL UNIT-ADMINISTRATIVE	5/01/97	600.24
FORNELLER	POLICE OFFICER	DETECTIVE DIVISION-ADMINISTRATIVE	4/13/97	3471.07
FORNELL	POLICE OFFICER	FIRST DISTRICT	5/13/97	536.64
FORTUNA	POLICE OFFICER	PUBLIC TRANSPORTATION SECTION	5/25/97	70.00
FOSS	POLICE OFFICER	TWENTY-FIFTH DISTRICT	6/28/96	462.00
FOSTER	POLICE OFFICER	ELEVENTH DISTRICT	6/23/97	64.00
FOX	POLICE OFFICER	SEVENTH DISTRICT	4/06/97	145.29
FRANK	POLICE OFFICER	FIFTH DISTRICT	5/27/97	715.47
FRANKO	POLICE OFFICER	SPECIAL OPERATIONS SECTION	7/11/97	236.73
FRAZIER	POLICE OFFICER	SIXTH DISTRICT	4/02/97	353.50
FRAZIER	POLICE OFFICER	SIXTH DISTRICT	9/23/96	176.80
FRID	POLICE OFFICER	SIXTH DISTRICT	5/07/97	308.00
FRON	POLICE OFFICER	SEVENTEENTH DISTRICT	1/09/88	709.00
FRUGOLI	POLICE OFFICER	SEVENTH DISTRICT	1/12/97	528.00
FULLMAN	POLICE OFFICER	AIRPORT LAW ENFORCEMENT NORTH	4/13/97	395.60
FUNCHION	POLICE OFFICER	SECOND DISTRICT	4/13/97	2728.00
GAINER	POLICE OFFICER	NINTH DISTRICT	5/24/97	779.22
	POLICE OFFICER	MOUNTED UNIT	4/03/97	8280.32
	POLICE OFFICER		4/28/97	

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 10/28/97

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
GAINES	POLICE OFFICER	SIXTH DISTRICT	2/20/97	150.00
GALE	POLICE OFFICER	EIGHTEENTH DISTRICT	6/29/96	90.00
GALECZKA	POLICE OFFICER	TWENTY-THIRD DISTRICT	4/30/96	395.90
GALECZKA	POLICE OFFICER	TWENTY-THIRD DISTRICT	4/10/97	531.70
GALVAN	POLICE OFFICER	FIFTH DISTRICT	2/16/96	310.90
GARCIA	POLICE OFFICER	RECRUIT TRAINING	1/17/97	2872.90
GARRITY	POLICE OFFICER	TWENTY-THIRD DISTRICT	1/26/96	205.00
GARZA	POLICE OFFICER	TWENTY-FIFTH DISTRICT	6/22/97	32.00
GAS	POLICE OFFICER	THIRD DISTRICT	6/19/97	342.00
GASKEN	POLICE OFFICER	THIRD DISTRICT	6/23/97	293.99
GAVIN	POLICE OFFICER	TWENTY-FOURTH DISTRICT	3/26/97	75.00
GEORGE	POLICE OFFICER	SEVENTEENTH DISTRICT	3/09/96	27.00
GEORGE	POLICE OFFICER	SEVENTEENTH DISTRICT	3/14/97	180.00
GEORGE	POLICE OFFICER	FIFTEENTH DISTRICT	6/30/97	221.41
GERICH	POLICE OFFICER	ELEVENTH DISTRICT	7/08/97	395.00
GIANPULOS	POLICE OFFICER	TWENTY-FIFTH DISTRICT	5/03/97	597.90
GIZOWSKI	POLICE OFFICER	SEVENTH DISTRICT	6/17/97	237.10
GOGGIN	POLICE OFFICER	SEVENTEENTH DISTRICT	6/13/97	32.00
GOLONKA	POLICE OFFICER	PUBLIC TRANSPORTATION SECTION	8/10/96	704.25
GOLUCKI	POLICE OFFICER	FIFTEENTH DISTRICT	7/31/96	19.00
GONZALEZ	POLICE OFFICER	RECRUIT TRAINING	9/14/97	274.89
GONZALEZ	POLICE OFFICER	YOUTH DIVISION AREA FOUR	7/14/97	974.26
GONZALEZ	POLICE OFFICER	TWENTY-FIFTH DISTRICT	6/04/96	229.00
GONZALEZ	POLICE OFFICER	TWENTIETH DISTRICT	2/04/96	18.00
GONZALEZ	POLICE OFFICER	FOURTEENTH DISTRICT	8/14/96	206.00
GRABAREK	POLICE OFFICER	NINETEENTH DISTRICT	4/14/97	192.18
GRAFFIS	POLICE OFFICER	TWELFTH DISTRICT	8/31/96	53.20
GRAFFIS	POLICE OFFICER	TWELFTH DISTRICT	11/16/96	610.70
GRASZER	POLICE OFFICER	UNKNOWN	6/25/97	23.00
GRAYSON	POLICE OFFICER	DEC - POLICE DISPATCH	6/28/97	393.00
GREEN	POLICE OFFICER	EIGHTEENTH DISTRICT	4/15/97	1910.80
GREENE	POLICE OFFICER	SEVENTH DISTRICT	7/12/97	393.00
GRICKI	POLICE OFFICER	FIFTEENTH DISTRICT	5/19/95	75.00
GRIFFIN-LABENBY	POLICE OFFICER	TWELFTH DISTRICT	1/11/97	164.00
GRIMM	POLICE OFFICER	EIGHTEENTH DISTRICT	7/24/97	135.00
GROSS	POLICE OFFICER	TWENTIETH DISTRICT	11/26/96	50.00
GROSS-WHARTON	POLICE OFFICER	THIRD DISTRICT	9/01/96	25.00
GRZEMSKI	POLICE OFFICER	TWENTY-FIRST DISTRICT	4/03/97	134.75
GUIFFRE	POLICE OFFICER	SEVENTH DISTRICT	3/14/96	96.00
GUTOWSKI	POLICE OFFICER	EIGHTH DISTRICT	8/06/94	943.71
GUY	POLICE OFFICER	SEVENTH DISTRICT	4/23/97	176.00
GVRION	POLICE OFFICER	SEVENTEENTH DISTRICT	11/15/96	27.00
HACKER	POLICE OFFICER	NARCOTICS SECTION	4/27/97	249.00
HADAC	POLICE OFFICER	PUBLIC TRANSPORTATION SECTION	5/24/97	529.82
HAGE	POLICE OFFICER	ELEVENTH DISTRICT	2/11/97	380.00
HAGGERTY	POLICE OFFICER	DETECTIVE DIVISION - AREA 3	12/02/94	6015.94
HAHN	POLICE OFFICER	NINTH DISTRICT	7/27/97	680.00
HAIR	POLICE OFFICER	EIGHTH DISTRICT	4/13/97	190.20
LEBARA R	POLICE OFFICER	FIFTH DISTRICT	7/01/97	512.00

10/28/97

REPORTS OF COMMITTEES

54653

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 10/28/97

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
HAJDU	POLICE OFFICER	TWENTY-FOURTH DISTRICT	7/30/97	207.30
HALL	POLICE OFFICER	SEVENTH DISTRICT	3/18/97	145.00
HALL	POLICE OFFICER	TWELFTH DISTRICT	6/26/97	180.00
HALL	POLICE OFFICER	TWENTIETH DISTRICT	9/05/96	637.40
HALSELL	POLICE OFFICER	SIXTH DISTRICT	7/14/97	501.50
HAMILL	POLICE OFFICER	TRAINING DIVISION	10/09/96	193.20
HAMMOND	POLICE OFFICER	ELEVENTH DISTRICT	11/16/96	65.00
HANIACEK	POLICE OFFICER	FIFTEENTH DISTRICT	3/07/97	12165.02
HANLEY	POLICE OFFICER	SEVENTEENTH DISTRICT	6/12/97	1915.00
HANNAH	POLICE OFFICER	TWENTIETH DISTRICT	9/09/96	50.00
HANSEN	POLICE OFFICER	TWENTY-SECOND DISTRICT	8/27/96	393.60
HANSEN	POLICE OFFICER	EIGHTH DISTRICT	10/03/95	98.00
HARDESTY	POLICE OFFICER	SEVENTH DISTRICT	1/28/95	63.00
HARDY	POLICE OFFICER	SIXTH DISTRICT	8/31/96	282.40
HARNISCH	POLICE OFFICER	RECRUIT TRAINING	4/17/97	2564.82
HARO	POLICE OFFICER	FIFTEENTH DISTRICT	7/29/96	29.00
HARO	POLICE OFFICER	FIFTEENTH DISTRICT	7/08/97	315.63
HARRIS	POLICE OFFICER	SEVENTH DISTRICT	7/03/97	63.08
HARRIS	POLICE OFFICER	SIXTH DISTRICT	4/28/97	282.92
HARRIS	POLICE OFFICER	THIRD DISTRICT	7/31/97	220.50
HARRIS	POLICE OFFICER	SEVENTH DISTRICT	5/28/94	180.00
HARRIS	POLICE OFFICER	TWENTY-THIRD DISTRICT	7/04/97	74.00
HARTMANN	POLICE OFFICER	FIFTH DISTRICT	2/12/96	396.90
HARVEY	POLICE OFFICER	UNKNOWN	8/26/96	414.75
HASENFANG	POLICE OFFICER	THIRD DISTRICT	8/03/94	293.30
HASENFANG	POLICE OFFICER	SEVENTH DISTRICT	11/02/96	416.56
HATTENBERGER	POLICE OFFICER	SEVENTEENTH DISTRICT	4/18/97	15710.23
HATTENBERGER	POLICE OFFICER	SEVENTEENTH DISTRICT	1/13/97	65.00
HAWKINS	POLICE OFFICER	TENTH DISTRICT	4/18/97	126.00
HAWKINS	POLICE OFFICER	TENTH DISTRICT	8/08/96	199.72
HAWKINS	POLICE OFFICER	TENTH DISTRICT	3/30/97	223.00
HAYNES	POLICE OFFICER	FIFTEENTH DISTRICT	12/30/96	85.28
HEARD	POLICE OFFICER	ELEVENTH DISTRICT	7/22/97	166.72
HEBEIN	POLICE OFFICER	TWENTY-FIRST DISTRICT	12/18/96	828.80
HEFFERNAN	POLICE OFFICER	SEVENTH DISTRICT	6/17/97	237.10
HEIL	POLICE OFFICER	SPECIAL OPERATIONS SECTION	9/27/96	197.00
HELLWITZ	POLICE OFFICER	EIGHTEENTH DISTRICT	2/28/96	53.00
HENDERSON	POLICE OFFICER	ELEVENTH DISTRICT	2/06/97	55.00
HENRY-PHELPS	POLICE OFFICER	THIRD DISTRICT	7/20/97	460.00
HENRY-PHELPS	POLICE OFFICER	FIFTEENTH DISTRICT	11/01/92	120.00
HENSON	POLICE OFFICER	UNKNOWN	3/18/97	1120.60
HERING	POLICE OFFICER	SEVENTH DISTRICT	6/17/97	208.40
HERNANDEZ	POLICE OFFICER	TWENTY-FIFTH DISTRICT	9/10/96	194.00
HERNANDEZ	POLICE OFFICER	THIRTEENTH DISTRICT	7/21/97	200.00
HERRERA	POLICE OFFICER	TWENTIETH DISTRICT	5/20/97	2001.54
HERRERA	POLICE OFFICER	THIRTEENTH DISTRICT	5/16/97	190.00
HERRING	POLICE OFFICER	NARCOTICS SECTION	6/13/96	90.00
HERRON-BLAKELY	POLICE OFFICER	SEVENTH DISTRICT	8/25/93	804.10
	POLICE OFFICER	EIGHTEENTH DISTRICT	6/17/96	48.00

CITY OF CHICAGO
CITY COUNCIL ORDERS
COUNCIL MEETING OF 10/28/97
REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
HERSHMAN	POLICE OFFICER	SEVENTEENTH DISTRICT	4/10/97	100.00
HERVAI	POLICE OFFICER	TWENTY-FIFTH DISTRICT	7/24/97	32.00
HICKEY	POLICE OFFICER	THIRTEENTH DISTRICT	11/01/96	24.00
HIDALGO	POLICE OFFICER	FOURTH DISTRICT	12/27/96	104.00
HILBRING	POLICE OFFICER	TWENTY-FIRST DISTRICT	1/28/97	45.00
HINES	POLICE OFFICER	SIXTH DISTRICT	7/22/97	875.00
HINKLE	POLICE OFFICER	FOURTEENTH DISTRICT	8/30/96	318.00
HOEGER	POLICE OFFICER	YOUTH DIVISION AREA TWO	1/06/97	1000.00
HONESTY	POLICE OFFICER	TWENTY-FIFTH DISTRICT	3/11/97	104.00
HOPKINS	POLICE OFFICER	SEVENTH DISTRICT	10/14/96	139.00
HORTON	POLICE OFFICER	THIRD DISTRICT	7/29/97	279.99
HORTON	POLICE OFFICER	SEVENTH DISTRICT	4/20/97	277.70
HOULIHAN	POLICE OFFICER	SEVENTH DISTRICT	6/14/97	998.60
HOUSER	POLICE OFFICER	THIRD DISTRICT	1/06/95	179.00
HOWARD	POLICE OFFICER	SEVENTH DISTRICT	6/03/97	50.00
HOWARD	POLICE OFFICER	FIRST DISTRICT	6/12/97	1361.00
HOWARD	POLICE OFFICER	SECOND DISTRICT	7/07/96	1847.40
HOWARD	POLICE OFFICER	FIFTH DISTRICT	2/29/96	725.00
HOWARD	POLICE OFFICER	ELEVENTH DISTRICT	11/25/95	189.00
HOWARD	POLICE OFFICER	FOURTEENTH DISTRICT	5/21/97	136.94
HUBACK	POLICE OFFICER	TWENTIETH DISTRICT	10/17/96	45.00
HUBER-ZOCH	POLICE OFFICER	TWENTY-THIRD DISTRICT	10/02/95	190.00
HUDSON	POLICE OFFICER	THIRD DISTRICT	2/04/97	407.00
HUGHES	POLICE OFFICER	FIFTH DISTRICT	7/25/95	58.00
HUGHES	POLICE OFFICER	NINTH DISTRICT	3/28/97	130.00
HURT	POLICE OFFICER	RECRUIT TRAINING	11/29/96	378.25
IRIZARRY	POLICE OFFICER	SIXTH DISTRICT	10/07/96	497.35
IRVIN	POLICE OFFICER	ELEVENTH DISTRICT	4/23/97	1501.45
IVERY	POLICE OFFICER	THIRTEENTH DISTRICT	6/15/97	518.00
IVERY	POLICE OFFICER	TWENTY-FIFTH DISTRICT	2/06/96	119.00
IVY	POLICE OFFICER	ELEVENTH DISTRICT	6/09/97	80.00
JA	POLICE OFFICER	TWENTIETH DISTRICT	7/01/97	250.00
JABLON	POLICE OFFICER	FIRST DISTRICT	5/25/96	75.00
JABLONSKI	POLICE OFFICER	ELECTRONICS MAINTENANCE DIVISI	10/14/77	4405.15
JACKSON	POLICE OFFICER	FOURTH DISTRICT	3/21/97	939.70
JAEGER	POLICE OFFICER	YOUTH DIVISION AREA FOUR	4/01/96	395.20
JAGLOWSKI	POLICE OFFICER	RECRUIT TRAINING	9/22/88	395.00
JAKOB	POLICE OFFICER	SEVENTH DISTRICT	7/01/97	132.00
JALLOWAY	POLICE OFFICER	FIFTEENTH DISTRICT	4/17/97	274.00
JANECZKO	POLICE OFFICER	ELEVENTH DISTRICT	11/07/96	38.00
JABRZEBSKI-QUALIZZA	POLICE OFFICER	YOUTH DIVISION AREA TWO	6/17/96	927.00
JELENIEWSKI	POLICE OFFICER	FIRST DISTRICT	4/29/97	399.22
JEROMEZ	POLICE OFFICER	ELEVENTH DISTRICT	5/16/97	291.28
JIMENEZ	POLICE OFFICER	ELEVENTH DISTRICT	10/14/96	90.00
JIMENEZ	POLICE OFFICER	ELEVENTH DISTRICT	1/04/97	286.69
JIMENEZ	POLICE OFFICER	ELEVENTH DISTRICT	2/14/97	141.00
JOHNSON	POLICE OFFICER	SECOND DISTRICT	11/13/96	50.00
JOHNSON	POLICE OFFICER	TRAFFIC SECTION - ENFORCEMENT	6/12/97	129.00

10/28/97

REPORTS OF COMMITTEES

54655

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 10/28/97

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
JOHNSON	JEFFREY S	POLICE OFFICER	8/21/96	26.00
JOHNSON	PEGGY	POLICE OFFICER	12/12/95	160.00
JOHNSON	PEGGY	POLICE OFFICER	3/03/97	902.25
JOHNSON	SHIRLEY	POLICE OFFICER	10/04/96	614.00
JOHNSON-SHELBY	ESTELLA	POLICE OFFICER	8/25/97	830.40
JONES	EDWIN	POLICE OFFICER	4/18/97	328.12
JONES	ROLAND J	POLICE OFFICER	7/24/96	107.00
JONES	ROMAN B	POLICE OFFICER	7/16/97	425.00
JONES	SAMUEL L	POLICE OFFICER	12/19/96	2692.25
JONES	SAMUEL L	POLICE OFFICER	7/11/97	224.00
JONES	YVETTE A	POLICE OFFICER	3/11/97	70.00
JONES-WILSON	LOUISE	POLICE OFFICER	8/21/95	255.00
JORDAN	JOHN	POLICE OFFICER	9/17/96	90.00
JOYNER	DEBORAH	POLICE OFFICER	6/26/96	43.00
JOYNER	WILLIAM C	POLICE OFFICER	6/13/97	930.95
KACHKA	JOHN	POLICE OFFICER	4/23/97	486.72
KAEHN	JON W	POLICE OFFICER	10/31/96	2846.38
KALAMARIS	MARK	POLICE OFFICER	5/20/96	18.60
KASPER	MICHAEL A	POLICE OFFICER	4/10/97	384.00
KAVANAUGH	BRIAN B	POLICE OFFICER	4/10/97	268.69
KEANE	KRISTIN J	POLICE OFFICER	6/16/96	1173.05
KEATING-VITTORINI	BETTY	POLICE OFFICER	6/28/97	710.00
KEETER	JOSEPH	POLICE OFFICER	3/09/96	90.00
KELLY	MICHAEL A	POLICE OFFICER	9/17/96	43.00
KELLY	TIMOTHY J	POLICE OFFICER	6/26/97	477.90
KENNEDY	EDWARD J	POLICE OFFICER	6/26/97	98.00
KENNEDY	MAUREEN	POLICE OFFICER	6/11/97	563.80
KEYES	EDWARD Z	POLICE OFFICER	6/14/97	508.50
KIMBROUGH	RACHEL D	POLICE OFFICER	11/22/96	171.00
KING	CORNES JR	POLICE OFFICER	9/06/96	4102.00
KING	JEFFREY S	POLICE OFFICER	5/07/96	163.00
KING	WALTER M	POLICE OFFICER	5/10/97	781.90
KINZIE	GAIL R	POLICE OFFICER	7/14/97	200.00
KLAMERUS	EUGENE	POLICE OFFICER	5/18/97	714.40
KLUPT	SAUL E	POLICE OFFICER	5/10/97	156.00
KNIGHT	DERRICK	POLICE OFFICER	3/16/97	506.00
KOCH	DANIEL	POLICE OFFICER	5/09/97	328.68
KOLACZEWSKI	ROBERT	POLICE OFFICER	4/12/97	1107.00
KOLMAN	THOMAS	POLICE OFFICER	1/08/97	2168.00
KOMAN	MATTHEW H	POLICE OFFICER	3/04/97	215.70
KONRATH	STEVE J	POLICE OFFICER	7/01/97	98.00
KOSIEWICZ	JOHN J	POLICE OFFICER	1/23/97	1876.65
KOSKI	PETER	POLICE OFFICER	6/03/97	66.00
KOBTECKI	JOHN G	POLICE OFFICER	3/08/97	200.80
KOZARITZ	JACK P	POLICE OFFICER	4/03/97	410.20
KRAAK	ROBERT C	POLICE OFFICER	2/06/97	263.07
KRASINSKI	DENNIS	POLICE OFFICER	4/15/97	250.20
KRATKY	DAVID	POLICE OFFICER	2/16/91	6350.92
KRAUSE	LAWRENCE S	POLICE OFFICER		

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 10/28/97

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
KROLL	POLICE OFFICER	SPECIAL OPERATIONS SECTION	4/27/97	224.00
KUBIAK	POLICE OFFICER	FIFTH DISTRICT	10/10/94	265.00
KUBICA	POLICE OFFICER	ELEVENTH DISTRICT	6/06/97	317.92
KURAMOTO	POLICE OFFICER	TWENTY-THIRD DISTRICT	5/18/97	49.00
KWAK	POLICE OFFICER	TWENTY-FIRST DISTRICT	5/03/95	25.00
KWAK	POLICE OFFICER	TWENTY-FIRST DISTRICT	5/20/96	235.50
LABIAK	POLICE OFFICER	SPECIAL OPERATIONS SECTION	6/11/97	32.00
LABIAK	POLICE OFFICER	SPECIAL OPERATIONS SECTION	7/15/97	410.15
LAFORTEZA	POLICE OFFICER	EIGHTEENTH DISTRICT	4/12/97	130.10
LALICH	POLICE OFFICER	TWELFTH DISTRICT	3/10/97	790.70
LAMBETH	POLICE OFFICER	THIRD DISTRICT	4/12/97	394.60
LAMPREB	POLICE OFFICER	SIXTEENTH DISTRICT	9/03/96	34.00
LANE	POLICE OFFICER	ELEVENTH DISTRICT	6/14/96	40.00
LANE	POLICE OFFICER	ELEVENTH DISTRICT	6/14/97	58.50
LANE	POLICE OFFICER	ELEVENTH DISTRICT	8/24/96	221.00
LANGONE	POLICE OFFICER	EIGHTEENTH DISTRICT	7/19/96	229.00
LANNING	POLICE OFFICER	TWENTY-FIRST DISTRICT	4/06/97	769.57
LAPONTE	POLICE OFFICER	ELEVENTH DISTRICT	12/25/94	45.00
LARA	POLICE OFFICER	TWENTY-FIRST DISTRICT	9/04/96	385.00
LAU	POLICE OFFICER	NARCOTICS SECTION	3/06/96	1226.20
LAVOY	POLICE OFFICER	TWENTY-FIRST DISTRICT	5/31/96	43.00
LAWRENCE	POLICE OFFICER	TWELFTH DISTRICT	5/17/96	100.00
LAWRENCE	POLICE OFFICER	NINTH DISTRICT	4/24/96	279.75
LAWSON	POLICE OFFICER	SEVENTH DISTRICT	12/02/96	198.00
LAWSON	POLICE OFFICER	NINETEENTH DISTRICT	4/04/92	100.00
LEAHY	POLICE OFFICER	PUBLIC TRANSPORTATION SECTION	12/04/95	45.00
LEAL	POLICE OFFICER	ELEVENTH DISTRICT	7/04/97	275.40
LEIBAS JR	POLICE OFFICER	TENTH DISTRICT	4/27/97	168.00
LEMON	POLICE OFFICER	PUBLIC TRANSPORTATION SECTION	5/15/96	295.00
LESKO	POLICE OFFICER	DETECTIVE DIV AREA 2 PROPERTY	7/09/96	256.00
LESTINSKY	POLICE OFFICER	FOURTH DISTRICT	11/18/96	26.00
LETOURNEAU	POLICE OFFICER	FIELD INQUIRY SECTION	5/06/95	75.25
LETOURNEAU	POLICE OFFICER	SPECIAL FUNCTIONS GROUP	6/12/97	128.00
LEWIS	POLICE OFFICER	THIRD DISTRICT	6/27/97	920.18
LEWIS	POLICE OFFICER	TWENTY-FIRST DISTRICT	2/18/96	1030.00
LEWIS	POLICE OFFICER	SEVENTH DISTRICT	3/07/97	611.10
LEWIS	POLICE OFFICER	SEVENTH DISTRICT	6/24/97	25.00
LEWIS	POLICE OFFICER	SEVENTH DISTRICT	3/02/97	386.39
LEVENECKER	POLICE OFFICER	FIFTEENTH DISTRICT	6/30/97	496.82
LIVERGOOD	POLICE OFFICER	SEVENTEENTH DISTRICT	5/16/97	321.00
LONG	POLICE OFFICER	SECOND DISTRICT	8/12/97	141.07
LONG	POLICE OFFICER	SEVENTEENTH DISTRICT	2/20/97	258.00
LONG	POLICE OFFICER	TENTH DISTRICT	6/29/97	209.25
LONSKI	POLICE OFFICER	FIFTH DISTRICT	4/20/97	2394.05
LOONEY	POLICE OFFICER	THIRTEENTH DISTRICT	8/19/96	333.00
LOPEZ	POLICE OFFICER	ELEVENTH DISTRICT	5/18/97	268.00
LOZANO	POLICE OFFICER	SCHOOL PATROL UNIT-ADMINISTRAT	6/09/97	98.00
LUCAS	POLICE OFFICER	FOURTEENTH DISTRICT	9/03/92	388.20
LUCIO	POLICE OFFICER	FIFTEENTH DISTRICT	1/22/96	226.00
LYMPERIS	POLICE OFFICER			

10/28/97

REPORTS OF COMMITTEES

54657

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 10/28/97

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
LYNCH-GREEN	POLICE OFFICER	TWELFTH DISTRICT	1/07/96	45.00
MAGURA	POLICE OFFICER	TWELFTH DISTRICT	7/17/97	234.00
MAHER	POLICE OFFICER	DETECTIVE DIVISION - AREA 5	9/05/95	75.00
MAJERCZYK	POLICE OFFICER	TENTH DISTRICT	4/27/97	260.17
MALDONADO	POLICE OFFICER	FOURTH DISTRICT	6/24/97	587.50
MALIK	POLICE OFFICER	TWENTY-FOURTH DISTRICT	7/07/97	940.99
MANCINI	POLICE OFFICER	SPECIAL OPERATIONS SECTION	5/16/97	2116.40
MANDEL	POLICE OFFICER	TWENTY-SECOND DISTRICT	2/11/96	1966.00
MANGERICH	POLICE OFFICER	NINETEENTH DISTRICT	5/14/97	121.90
MARAS	POLICE OFFICER	SPECIAL OPERATIONS SECTION	5/20/97	864.71
MARSHFIELD	POLICE OFFICER	TRAFFIC SECTION - ENFORCEMENT	4/12/97	165.08
MARES	POLICE OFFICER	TENTH DISTRICT	12/09/96	1016.00
MARSH	POLICE OFFICER	TWENTY-FOURTH DISTRICT	3/04/97	87.00
MARSHALL	POLICE OFFICER	SECOND DISTRICT	12/03/96	50.00
MARSHALL	POLICE OFFICER	SECOND DISTRICT	3/30/97	413.00
MARTIN	POLICE OFFICER	FIFTH DISTRICT	7/10/96	65.00
MARTIN	POLICE OFFICER	FIFTH DISTRICT	3/29/97	916.06
MARTIN	POLICE OFFICER	ELEVENTH DISTRICT	3/21/97	105.70
MARTIN	POLICE OFFICER	NARCOTICS SECTION	3/09/97	384.39
MARTIN	POLICE OFFICER	NARCOTICS SECTION	6/07/97	385.87
MARTINEZ	POLICE OFFICER	EIGHTH DISTRICT	3/06/97	164.80
MARTINEZ	POLICE OFFICER	AIRPORT LAW ENFORCEMENT NORTH	3/07/97	958.60
MARTINO	POLICE OFFICER	TWENTIETH DISTRICT	4/16/97	389.85
MASBEY	POLICE OFFICER	SIXTH DISTRICT	10/28/96	116.00
MASOLLE	POLICE OFFICER	FIFTEENTH DISTRICT	5/29/97	432.00
MATHEBSON	POLICE OFFICER	TWENTIETH DISTRICT	6/10/97	396.88
MATHEWS	POLICE OFFICER	FIFTEENTH DISTRICT	1/04/97	92.25
MATHEWS	POLICE OFFICER	SECOND DISTRICT	4/09/97	188.00
MATHIS	POLICE OFFICER	FIFTH DISTRICT	7/13/96	255.00
MATHIS	POLICE OFFICER	FIFTH DISTRICT	9/29/97	1163.00
MATLOCK	POLICE OFFICER	SEVENTEENTH DISTRICT	3/18/97	287.79
MAZIARKA	POLICE OFFICER	SEVENTH DISTRICT	3/27/97	628.90
MAZUR	POLICE OFFICER	TWENTY-FIRST DISTRICT	6/22/95	7633.30
MAULIFFE	POLICE OFFICER	EIGHTEENTH DISTRICT	3/04/97	1082.00
MCCABE	POLICE OFFICER	PUBLIC TRANSPORTATION SECTION	6/08/96	590.00
MCCALL	POLICE OFFICER	NINTH DISTRICT	5/02/97	156.80
MCCANN	POLICE OFFICER	TWENTY-FIFTH DISTRICT	3/29/97	346.80
MCCANN-DUUCHEE	POLICE OFFICER	NINTH DISTRICT	3/27/97	256.40
MCCARTHY	POLICE OFFICER	THIRD DISTRICT	9/07/97	124.00
MCCLEINTON	POLICE OFFICER	TWENTY-FIRST DISTRICT	6/20/92	173.00
MCDONALD	POLICE OFFICER	TWENTY-FOURTH DISTRICT	4/04/97	199.00
MCDONALD	POLICE OFFICER	NINTH DISTRICT	3/08/97	179.41
MCDONALD	POLICE OFFICER	SIXTH DISTRICT	12/10/96	70.00
MCGARR	POLICE OFFICER	AIRPORT LAW ENFORCEMENT NORTH	3/28/97	4606.20
MCGARR	POLICE OFFICER	AUTO THEFT SECTION	5/21/97	235.00
MCGOVERN	POLICE OFFICER	FOURTEENTH DISTRICT	3/22/97	980.40
MCGOVERN	POLICE OFFICER	EIGHTH DISTRICT	3/06/97	1508.01
MCGOVERN	POLICE OFFICER	TWENTY-FIRST DISTRICT	6/26/97	1674.20
MCKENNA	POLICE OFFICER	SIXTEENTH DISTRICT	6/14/97	132.58

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 10/28/97

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
MCKEON	POLICE OFFICER	PUBLIC TRANSPORTATION SECTION	7/26/96	13.40
MCAHON	POLICE OFFICER	SEVENTEENTH DISTRICT	12/02/96	1311.10
MCHULTY	POLICE OFFICER	YOUTH DIVISION AREA FOUR	8/01/97	621.65
MCBHARRY	POLICE OFFICER	PUBLIC TRANSPORTATION SECTION	4/13/97	305.20
MEDINA	POLICE OFFICER	FOURTH DISTRICT	7/03/97	255.00
MERRIAM	POLICE OFFICER	TWENTY-THIRD DISTRICT	4/04/97	105.32
MERRIWETHER	POLICE OFFICER	SCHOOL PATROL UNIT-ADMINISTRAT	9/23/97	307.00
MEYER-ERKLIN	POLICE OFFICER	TWENTY-SECOND DISTRICT	5/26/97	1844.70
MICHEL	POLICE OFFICER	ELEVENTH DISTRICT	7/01/97	98.00
MILLER	POLICE OFFICER	FIFTEENTH DISTRICT	3/23/97	981.96
MILLER	POLICE OFFICER	TWELFTH DISTRICT	3/12/97	190.00
MILLER	POLICE OFFICER	TWENTY-FIFTH DISTRICT	3/06/97	296.40
MILLER	POLICE OFFICER	SIXTEENTH DISTRICT	5/07/97	717.40
MINNIEFIELD	POLICE OFFICER	SEVENTEENTH DISTRICT	3/03/97	292.10
MISKANIN	POLICE OFFICER	PUBLIC HOUSING UNIT-SOUTH	1/28/95	852.60
MITCHELL	POLICE OFFICER	SEVENTH DISTRICT	3/24/97	889.00
MUCIN	POLICE OFFICER	TWENTIETH DISTRICT	7/06/97	832.43
MODESTE	POLICE OFFICER	EVIDENCE AND RECOVERED PROPERT	1/16/97	155.00
MONDRAGON	POLICE OFFICER	TWENTIETH DISTRICT	3/16/97	267.42
MONTECINO-COBILLO	POLICE OFFICER	FOURTEENTH DISTRICT	10/05/96	248.49
MONTEJANO-KALAT	POLICE OFFICER	PUBLIC TRANSPORTATION SECTION	6/21/96	390.00
MOORE-POWELL	POLICE OFFICER	FIFTH DISTRICT	2/29/96	306.00
MORRIS	POLICE OFFICER	THIRD DISTRICT	6/28/97	192.00
MORRISSETTE	POLICE OFFICER	EIGHTEENTH DISTRICT	1/20/97	349.20
MOSQUEDA	POLICE OFFICER	TWENTIETH DISTRICT	6/27/97	32.00
MUHAMMAD	POLICE OFFICER	SECOND DISTRICT	4/23/97	471.00
MULDROW	POLICE OFFICER	SIXTH DISTRICT	3/18/97	371.20
MULKERIN	POLICE OFFICER	SEVENTEENTH DISTRICT	8/17/92	270.00
MULLEN	POLICE OFFICER	NINETEENTH DISTRICT	6/27/97	172.82
MUNTWYLER	POLICE OFFICER	TWENTY-FOURTH DISTRICT	10/16/96	10943.05
MURPHY	POLICE OFFICER	RECRUIT TRAINING	12/31/96	127.00
MURPHY	POLICE OFFICER	TWENTY-FIFTH DISTRICT	4/20/97	427.17
MURPHY	POLICE OFFICER	EIGHTH DISTRICT	10/29/92	121.00
MURPHY	POLICE OFFICER	NARCOTICS SECTION	5/29/97	301.75
MUSCOLINO	POLICE OFFICER	EIGHTH DISTRICT	4/03/97	449.19
MYERS	POLICE OFFICER	YOUTH DIVISION AREA THREE	4/17/96	104.00
MYERS	POLICE OFFICER	FOURTEENTH DISTRICT	4/17/96	80.00
MYERS	POLICE OFFICER	FOURTEENTH DISTRICT	9/15/97	198.75
NALLS	POLICE OFFICER	SEVENTH DISTRICT	5/23/97	102.03
NALLS	POLICE OFFICER	SEVENTH DISTRICT	6/29/96	232.00
NAPOLITANO	POLICE OFFICER	EIGHTEENTH DISTRICT	4/09/97	4646.57
NAUDEN	POLICE OFFICER	SEVENTH DISTRICT	5/03/97	312.45
NELIGAN	POLICE OFFICER	FIRST DISTRICT	4/13/97	138.42
NEMETH	POLICE OFFICER	SEVENTH DISTRICT	1/23/91	75.00
NIEVES	POLICE OFFICER	TENTH DISTRICT	11/23/96	60.00
NIEVES	POLICE OFFICER	FIFTEENTH DISTRICT	5/06/97	122.00
NIGRO	POLICE OFFICER	THIRTEENTH DISTRICT	5/08/97	135.10
NIX	POLICE OFFICER	SEVENTH DISTRICT	5/24/97	485.44
			9/29/96	125.00

10/23/97

REPORTS OF COMMITTEES

54659

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 10/28/97

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
NIX	POLICE OFFICER	SEVENTH DISTRICT	3/24/97	164.30
NODAL	POLICE OFFICER	TWELFTH DISTRICT	3/20/97	215.00
NOLAN	POLICE OFFICER	SPECIAL OPERATIONS SECTION	6/01/97	136.00
NOONAN	POLICE OFFICER	TWENTY-SECOND DISTRICT	12/22/93	48.00
NORBERG	POLICE OFFICER	TWENTY-FIFTH DISTRICT	3/22/97	300.80
NOWAK	POLICE OFFICER	TWENTY-SECOND DISTRICT	10/29/87	96.00
NOWICKI	POLICE OFFICER	TWENTY-FIFTH DISTRICT	3/21/97	350.00
NUNEZ-NAOLE	POLICE OFFICER	SEVENTEENTH DISTRICT	12/10/96	2867.93
O'BRIEN	POLICE OFFICER	TWENTY-FIFTH DISTRICT	6/04/97	32.00
OBERMAIER	POLICE OFFICER	DETECTIVE DIVISION - AREA 5	3/07/97	899.75
OBOYLE	POLICE OFFICER	FIFTH DISTRICT	11/02/96	65.00
OBRIEN	POLICE OFFICER	YOUTH DIVISION AREA ONE	2/28/95	90.00
OBRIEN	POLICE OFFICER	SPECIAL OPERATIONS SECTION	4/02/97	864.00
OBRIEN	POLICE OFFICER	SIXTEENTH DISTRICT	11/03/95	141.40
OCARROLL	POLICE OFFICER	TWENTIETH DISTRICT	1/15/97	181.00
OCONEILL	POLICE OFFICER	SIXTH DISTRICT	9/12/97	369.60
OCONEILL	POLICE OFFICER	TWELFTH DISTRICT	3/21/96	2548.70
OCONEILL	POLICE OFFICER	FIFTH DISTRICT	1/29/97	133.00
OCONEILL	POLICE OFFICER	FOURTH DISTRICT	11/21/96	448.00
OCONEILL	POLICE OFFICER	TWENTY-FOURTH DISTRICT	9/27/96	355.00
ODONNELL	POLICE OFFICER	EIGHTEENTH DISTRICT	6/13/97	137.00
ODONNELL	POLICE OFFICER	TWENTY-FIFTH DISTRICT	1/03/97	23.00
ODONNELL	POLICE OFFICER	TWENTY-FIFTH DISTRICT	6/14/97	89.39
ODONNELL	POLICE OFFICER	NINTH DISTRICT	4/02/97	401.44
OLIVA	POLICE OFFICER	TWENTY-FOURTH DISTRICT	1/10/97	14471.44
OLIVER	POLICE OFFICER	SPECIAL OPERATIONS SECTION	9/08/97	72.00
OLSON	POLICE OFFICER	SEVENTH DISTRICT	3/26/97	164.30
ONEAL	POLICE OFFICER	FIFTH DISTRICT	7/17/96	82.00
ONEAL	POLICE OFFICER	SEVENTH DISTRICT	6/11/97	548.00
ONEILL	POLICE OFFICER	FIFTEENTH DISTRICT	8/19/96	2720.55
ONEILL	POLICE OFFICER	SPECIAL OPERATIONS SECTION	11/01/96	45.00
OREILLY	POLICE OFFICER	FIRST DISTRICT	10/31/96	115.00
ORLANDO	POLICE OFFICER	TWENTY-FIFTH DISTRICT	9/10/96	1524.25
ORTIZ	POLICE OFFICER	FIFTH DISTRICT	6/24/95	188.00
OSKWAREK	POLICE OFFICER	TWENTY-FIFTH DISTRICT	4/16/97	220.60
OSWALD	POLICE OFFICER	SPECIAL OPERATIONS SECTION	4/02/97	989.20
OSWALD	POLICE OFFICER	FIFTEENTH DISTRICT	3/24/97	185.50
OWENS	POLICE OFFICER	TENTH DISTRICT	4/06/96	50.00
OWENS	POLICE OFFICER	TENTH DISTRICT	4/15/97	67.90
OWENS	POLICE OFFICER	TENTH DISTRICT	9/20/97	523.42
PAGAN	POLICE OFFICER	FIFTH DISTRICT	3/23/97	270.00
PALUCH	POLICE OFFICER	TWENTY-FIFTH DISTRICT	4/21/97	480.80
PARKAM	POLICE OFFICER	PUBLIC TRANSPORTATION SECTION	4/26/97	367.20
PARKER	POLICE OFFICER	RECRUIT TRAINING	4/28/97	117.25
PARKER	POLICE OFFICER	SEVENTEENTH DISTRICT	1/23/97	5473.40
PASCHKE	POLICE OFFICER	SECOND DISTRICT	4/23/97	1589.50
PASIEWICZ	POLICE OFFICER	TWENTY-FOURTH DISTRICT	6/20/97	139.08
PASIEWICZ	POLICE OFFICER	TWENTY-FIFTH DISTRICT	3/30/97	5333.70
PASZOWSKI	POLICE OFFICER	EIGHTH DISTRICT	6/06/97	3484.31

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 10/28/97

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
PAVIB	POLICE OFFICER	NINETEENTH DISTRICT	6/20/97	1047.89
PECK	POLICE OFFICER	FIFTEENTH DISTRICT	4/18/98	817.50
PECK	POLICE OFFICER	NARCOTICS SECTION	10/09/94	229.00
PERDUE	POLICE OFFICER	FIRST DISTRICT	5/23/97	137.00
PERDUE	POLICE OFFICER	RECRUIT TRAINING	7/25/96	127.00
PEREZ	POLICE OFFICER	PUBLIC TRANSPORTATION SECTION	5/12/97	131.00
PEREZ	POLICE OFFICER	FOURTEENTH DISTRICT	4/02/97	79.82
PEREZ-KUBELKA	POLICE OFFICER	TENTH DISTRICT	4/01/96	38.40
PERRY	POLICE OFFICER	SEVENTH DISTRICT	4/03/97	215.00
PERUBICH-GROELLER	POLICE OFFICER	YOUTH DIVISION AREA THREE	4/21/89	290.00
PET	POLICE OFFICER	RECRUIT TRAINING	8/14/96	95.00
PIPPIS	POLICE OFFICER	NINTH DISTRICT	4/27/97	179.09
PIECHOCKI	POLICE OFFICER	TWENTY-FIRST DISTRICT	4/13/97	156.80
PIERSON	POLICE OFFICER	TWENTY-THIRD DISTRICT	6/30/99	711.00
PIGOTT	POLICE OFFICER	TENTH DISTRICT	5/30/97	530.77
PIKULA	POLICE OFFICER	SEVENTH DISTRICT	2/04/99	65.00
PIKULA	POLICE OFFICER	EIGHTH DISTRICT	8/20/96	1426.25
PIZZOLACK	POLICE OFFICER	FIFTH DISTRICT	4/12/97	251.64
PORADZIBZ	POLICE OFFICER	FIRST DISTRICT	6/04/93	1217.96
PORADZIBZ	POLICE OFFICER	TENTH DISTRICT	6/14/95	1515.00
PORTER	POLICE OFFICER	TENTH DISTRICT	5/30/97	423.22
PORTER	POLICE OFFICER	FIFTH DISTRICT	4/09/97	683.21
PURNELL	POLICE OFFICER	SPECIAL OPERATIONS SECTION	4/16/97	942.82
PYE	POLICE OFFICER	RECRUIT TRAINING	5/27/97	505.00
GUINN	POLICE OFFICER	VICE CONTROL SECTION	6/30/97	150.00
GUINN	POLICE OFFICER	RECRUIT TRAINING	4/03/97	11464.43
GUINTERO	POLICE OFFICER	NINTH DISTRICT	4/16/97	193.00
RAMIREZ JR	POLICE OFFICER	SPECIAL OPERATIONS SECTION	10/30/96	27.00
RAMON	POLICE OFFICER	NINTH DISTRICT	4/06/97	975.00
RANDALL	POLICE OFFICER	SEVENTEENTH DISTRICT	5/14/97	1091.43
RAWLS-JUNIOR	POLICE OFFICER	RECRUIT TRAINING	6/18/97	85.00
READS	POLICE OFFICER	SECOND DISTRICT	6/17/99	215.00
REDD	POLICE OFFICER	THIRD DISTRICT	2/14/92	1400.00
REGAL	POLICE OFFICER	EIGHTEENTH DISTRICT	7/23/97	79.00
REID	POLICE OFFICER	TWENTIETH DISTRICT	5/26/97	83.30
REIFF	POLICE OFFICER	THIRD DISTRICT	5/16/97	192.70
RENNIE	POLICE OFFICER	SEVENTH DISTRICT	2/13/97	27.00
RESTITIS	POLICE OFFICER	FIRST DISTRICT	5/10/97	476.60
REYES	POLICE OFFICER	FIFTEENTH DISTRICT	4/05/97	263.00
REYNOLDS	POLICE OFFICER	TWENTY-THIRD DISTRICT	7/22/97	339.29
REYNOLDS	POLICE OFFICER	TENTH DISTRICT	4/06/82	232.25
RICHARDSON	POLICE OFFICER	SPECIAL OPERATIONS SECTION	5/11/97	265.64
RICHARDSON	POLICE OFFICER	UNKNOWN	3/26/96	831.52
RICHLIK	POLICE OFFICER	TWELFTH DISTRICT	5/29/97	137.20
RIHANI	POLICE OFFICER	SEVENTEENTH DISTRICT	1/28/97	240.75
RILEY-HART	POLICE OFFICER	FOURTH DISTRICT	12/16/96	762.00
RIVERA	POLICE OFFICER	NARCOTICS SECTION	6/09/97	147.00
	POLICE OFFICER	TWENTY-FIFTH DISTRICT	9/02/96	220.60
	POLICE OFFICER	NARCOTICS SECTION	3/17/97	165.16

10/28/97

REPORTS OF COMMITTEES

54661

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 10/28/97

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
RIVERA	POLICE OFFICER	TWENTY-FIFTH DISTRICT	4/14/97	530.20
ROBINSON	POLICE OFFICER	SEVENTH DISTRICT	4/11/97	150.00
ROBINSON	POLICE OFFICER	ELEVENTH DISTRICT	12/23/96	100.00
RODGERS	POLICE OFFICER	FIFTH DISTRICT	3/12/97	253.92
RODRIGUEZ	POLICE OFFICER	FOURTEENTH DISTRICT	4/03/97	153.98
RODRIGUEZ	POLICE OFFICER	FOURTEENTH DISTRICT	4/02/97	79.82
RODRIGUEZ	POLICE OFFICER	TWENTY-THIRD DISTRICT	11/30/96	101.00
RODRIGUEZ	POLICE OFFICER	FOURTEENTH DISTRICT	6/29/96	425.85
RODRIGUEZ	POLICE OFFICER	SEVENTEENTH DISTRICT	3/02/97	1449.00
RODRIGUEZ	POLICE OFFICER	TRAFFIC COURT - RECORDS UNIT	3/28/97	100.00
RODRIGUEZ	POLICE OFFICER	FIFTEENTH DISTRICT	1/05/97	124.00
RODRIGUEZ	POLICE OFFICER	THIRTEENTH DISTRICT	4/02/97	145.00
ROGERS	POLICE OFFICER	TWELFTH DISTRICT	4/20/97	122.00
ROHACIK	POLICE OFFICER	PUBLIC TRANSPORTATION SECTION	7/06/97	197.00
ROKOB	POLICE OFFICER	FOURTEENTH DISTRICT	3/29/95	100.00
ROLDAN-GALVEZ	POLICE OFFICER	FOURTEENTH DISTRICT	4/25/97	1532.00
ROBE	POLICE OFFICER	TWENTY-FOURTH DISTRICT	5/06/97	1173.50
ROBINSKI	POLICE OFFICER	SPECIAL OPERATIONS SECTION	10/13/95	203.00
ROBNER	POLICE OFFICER	CENTRAL DETENTION SECTION	3/11/97	1216.50
ROWAN	POLICE OFFICER	PUBLIC TRANSPORTATION SECTION	3/09/97	600.50
RUIZ	POLICE OFFICER	FOURTH DISTRICT	12/31/96	127.00
RUNYAN	POLICE OFFICER	EIGHTEENTH DISTRICT	4/18/89	4886.19
RUSSELL	POLICE OFFICER	SIXTH DISTRICT	9/09/93	490.50
RUZEVICH	POLICE OFFICER	NINTH DISTRICT	4/24/97	455.16
RYAN	POLICE OFFICER	DETECTIVE DIVISION - AREA 1	12/30/96	612.50
RYAN	POLICE OFFICER	TWENTY-THIRD DISTRICT	4/25/97	197.00
RYAN	POLICE OFFICER	SEVENTEENTH DISTRICT	5/14/97	1698.25
SAEZ	POLICE OFFICER	TWENTY-FOURTH DISTRICT	6/16/97	478.25
SALAM	POLICE OFFICER	THIRTEENTH DISTRICT	3/22/97	119.00
SALAZAR	POLICE OFFICER	TWENTY-THIRD DISTRICT	3/15/97	974.00
SALINAS	POLICE OFFICER	TENTH DISTRICT	5/24/97	213.00
SALVATORE	POLICE OFFICER	ELEVENTH DISTRICT	6/25/97	193.05
SALYERS	POLICE OFFICER	EIGHTH DISTRICT	6/18/94	128.00
SAMPSON	POLICE OFFICER	TWENTIETH DISTRICT	8/16/91	140.00
SAMPSON	POLICE OFFICER	SIXTH DISTRICT	3/12/97	1242.30
SAMPSON	POLICE OFFICER	SIXTH DISTRICT	6/11/97	98.00
SAMUEL	POLICE OFFICER	THIRD DISTRICT	11/01/94	10.00
SANCHEZ	POLICE OFFICER	TWENTY-SECOND DISTRICT	4/13/97	316.57
SANCHEZ	POLICE OFFICER	TWENTY-THIRD DISTRICT	5/18/97	199.00
SANDERS	POLICE OFFICER	SECOND DISTRICT	5/24/97	7069.30
SARGENT	POLICE OFFICER	TWENTY-FOURTH DISTRICT	11/07/96	1341.00
SCAFIDI	POLICE OFFICER	RECRUIT TRAINING	3/02/97	256.00
SCHEFFORE-MCDONALD	POLICE OFFICER	TWENTY-SECOND DISTRICT	1/29/97	74.00
SCHENATZKI	POLICE OFFICER	ELEVENTH DISTRICT	1/20/97	75.00
SCHENATZKI	POLICE OFFICER	ELEVENTH DISTRICT	4/30/97	190.87
SCHILLACI	POLICE OFFICER	NINTH DISTRICT	4/04/97	2482.74
SCHLINK	POLICE OFFICER	EIGHTEENTH DISTRICT	3/11/97	98.00
SCHMEDA	POLICE OFFICER	RECRUIT TRAINING	4/21/97	135.00
SCHMITT	POLICE OFFICER	FOURTEENTH DISTRICT	4/02/97	5756.80

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 10/28/97

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
SCHODTLER	POLICE OFFICER	TWENTIETH DISTRICT	2/15/92	4408.00
SCHULTZ	POLICE OFFICER	NINETEENTH DISTRICT	3/04/97	1063.20
SCHULTE	POLICE OFFICER	TWENTY-FOURTH DISTRICT	4/30/97	206.00
SCHWAB	POLICE OFFICER	TWELFTH DISTRICT	3/12/97	3340.30
SEIBER	POLICE OFFICER	NINTH DISTRICT	5/21/97	78.00
SEIFER	POLICE OFFICER	SCHOOL PATROL UNIT-ADMINISTRAT	4/04/97	368.00
SHIRAHAMA	POLICE OFFICER	SEVENTH DISTRICT	5/05/97	1085.70
SIEBERT	POLICE OFFICER	NINTH DISTRICT	5/28/97	196.80
SILAS	POLICE OFFICER	THIRD DISTRICT	3/04/97	716.83
SILVA	POLICE OFFICER	SPECIAL OPERATIONS SECTION	5/06/97	1144.40
SIMMONS	POLICE OFFICER	SECOND DISTRICT	5/17/97	3264.94
SIMMONS	POLICE OFFICER	SIXTH DISTRICT	3/27/97	374.40
SIMON	POLICE OFFICER	SIXTH DISTRICT	1/14/97	2123.23
SIMPSON	POLICE OFFICER	FIFTH DISTRICT	7/17/96	166.00
SINK	POLICE OFFICER	SPECIAL OPERATIONS SECTION	4/02/97	153.50
SLOWIK	POLICE OFFICER	FIRST DISTRICT	6/27/97	119.00
SMALL	POLICE OFFICER	EIGHTH DISTRICT	2/11/97	271.00
SMART	POLICE OFFICER	TWENTY-FIRST DISTRICT	5/15/97	195.82
SMITH	POLICE OFFICER	TRAFFIC SAFETY AND TRAINING UN	7/03/85	50.00
SMITH	POLICE OFFICER	THIRD DISTRICT	5/05/97	359.00
SMITH	POLICE OFFICER	SIXTH DISTRICT	4/26/97	239.76
SMITH-WILLIAMS	POLICE OFFICER	SIXTH DISTRICT	9/17/96	492.00
SMYKOWSKI	POLICE OFFICER	EIGHTEENTH DISTRICT	5/02/97	97.00
SNODLEWSKI	POLICE OFFICER	TWENTIETH DISTRICT	4/14/97	53.00
SOIL	POLICE OFFICER	DETECTIVE DIVISION - AREA 3	3/03/97	172.90
SOLIS	POLICE OFFICER	SCHOOL PATROL UNIT-ADMINISTRAT	6/09/97	98.00
SOLIS-WEEMS	POLICE OFFICER	EIGHTH DISTRICT	3/08/97	184.26
SOLTIS	POLICE OFFICER	FOURTEENTH DISTRICT	4/02/97	79.82
SOSNOWSKI	POLICE OFFICER	TENTH DISTRICT	2/09/97	3284.44
SOTO	POLICE OFFICER	TENTH DISTRICT	6/22/93	198.00
SOTO	POLICE OFFICER	TENTH DISTRICT	4/02/97	2304.18
SPAARGAREN	POLICE OFFICER	TENTH DISTRICT	9/24/97	251.00
SPAIN	POLICE OFFICER	ELEVENTH DISTRICT	9/03/96	3284.00
SPALDING	POLICE OFFICER	THIRTEENTH DISTRICT	4/30/97	208.00
SPEARB	POLICE OFFICER	FIFTH DISTRICT	1/27/97	145.00
SPELICH	POLICE OFFICER	SCHOOL PATROL UNIT-ADMINISTRAT	5/02/97	142.70
SPRAGGINS	POLICE OFFICER	TWENTY-THIRD DISTRICT	3/05/97	2032.30
SPRAGGINS	POLICE OFFICER	SIXTH DISTRICT	3/23/97	48.00
STACHULA	POLICE OFFICER	SIXTH DISTRICT	6/13/97	250.00
STARBIK	POLICE OFFICER	SPECIAL OPERATIONS SECTION	11/23/96	726.75
STEVENS	POLICE OFFICER	YOUTH DIVISION AREA FIVE	3/08/97	439.80
STEWART-DYESS	POLICE OFFICER	TWENTY-THIRD DISTRICT	6/12/97	523.50
STRAKA	POLICE OFFICER	SEVENTH DISTRICT	9/16/96	41.00
STRAUSS	POLICE OFFICER	SEVENTEENTH DISTRICT	6/26/96	270.40
STRZALKA	POLICE OFFICER	EIGHTEENTH DISTRICT	4/26/97	5974.60
SUORUE	POLICE OFFICER	FIFTEENTH DISTRICT	7/15/96	50.00
BULLIVAN	POLICE OFFICER	TWENTY-THIRD DISTRICT	2/28/97	26.00
BUTTON	POLICE OFFICER	TWENTY-FIRST DISTRICT	8/07/97	564.25
			7/18/95	161.00

10/28/97

REPORTS OF COMMITTEES

54663

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 10/28/97

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
SWIDERSKI	POLICE OFFICER	TWENTY-FIRST DISTRICT	4/29/97	339.90
SWITALSKI	POLICE OFFICER	EIGHTH DISTRICT	5/29/97	266.00
SZESZOL	POLICE OFFICER	THIRTEENTH DISTRICT	5/18/97	266.00
TAGLER	POLICE OFFICER	TENTH DISTRICT	6/03/97	153.00
TAIT	POLICE OFFICER	SEVENTH DISTRICT	2/19/97	3996.20
TANNEHILL	POLICE OFFICER	SPECIAL OPERATIONS SECTION	6/20/97	64.00
TATE	POLICE OFFICER	THIRD DISTRICT	4/19/97	29.00
TAVARES	POLICE OFFICER	TWENTY-FOURTH DISTRICT	5/25/97	157.00
TAYLOR	POLICE OFFICER	SEVENTH DISTRICT	6/23/97	239.15
TENZER	POLICE OFFICER	EIGHTEENTH DISTRICT	9/17/96	3281.76
TERESI	POLICE OFFICER	TWELFTH DISTRICT	1/19/97	108.00
TERUBAKI	POLICE OFFICER	FOURTEENTH DISTRICT	4/10/97	83.39
THEDFORD	POLICE OFFICER	TWENTY-FOURTH DISTRICT	4/28/97	299.00
THELEN	POLICE OFFICER	DETECTIVE DIVISION MISCELLANEO	1/30/96	106.00
THOMES	POLICE OFFICER	RECRUIT TRAINING	6/05/97	884.00
TIETZ	POLICE OFFICER	SIXTEENTH DISTRICT	9/29/96	116.00
TINERELLA	POLICE OFFICER	FIFTEENTH DISTRICT	4/08/97	238.40
TOMABIK	POLICE OFFICER	SIXTH DISTRICT	3/16/97	381.00
TOOLIS	POLICE OFFICER	TENTH DISTRICT	3/13/97	2290.45
TORRES	POLICE OFFICER	TENTH DISTRICT	5/30/97	71.00
TRANCHITA	POLICE OFFICER	TWENTY-THIRD DISTRICT	2/03/97	209.47
TREHORE	POLICE OFFICER	FOURTEENTH DISTRICT	7/19/96	338.50
TREPULAS	POLICE OFFICER	RECRUIT TRAINING	5/17/97	12083.93
TRIPOLI	POLICE OFFICER	FIFTEENTH DISTRICT	5/27/97	161.20
TROBT	POLICE OFFICER	TWENTY-THIRD DISTRICT	1/10/97	266.00
TUPYCIA	POLICE OFFICER	EIGHTH DISTRICT	3/01/97	42.70
TURNER	POLICE OFFICER	TWENTIETH DISTRICT	5/10/97	186.40
TURNER	POLICE OFFICER	TWENTY-FIRST DISTRICT	1/06/93	1331.14
TYLER	POLICE OFFICER	TWENTY-FIRST DISTRICT	6/10/97	87.00
TYLER	POLICE OFFICER	THIRD DISTRICT	1/20/97	454.00
VALICENTO	POLICE OFFICER	NARCOTICS SECTION	10/05/94	5030.50
VALIENT	POLICE OFFICER	TWENTY-FIFTH DISTRICT	5/11/97	247.00
VALTIERRA	POLICE OFFICER	SEVENTH DISTRICT	3/25/90	559.00
VANDERBHOOT	POLICE OFFICER	NINTH DISTRICT	4/13/97	100.00
VANDEVELDE	POLICE OFFICER	TWENTY-SECOND DISTRICT	8/03/96	1346.10
VANVEGTEN	POLICE OFFICER	FOURTH DISTRICT	3/16/96	45.00
VARGAS	POLICE OFFICER	EIGHTH DISTRICT	1/08/97	48.00
VASQUEZ	POLICE OFFICER	TWELFTH DISTRICT	3/31/97	4977.82
VASQUEZ	POLICE OFFICER	FIFTEENTH DISTRICT	3/03/97	210.70
VAUGHN	POLICE OFFICER	THIRTEENTH DISTRICT	8/06/96	740.90
VERTA	POLICE OFFICER	FOURTEENTH DISTRICT	3/12/97	74.00
VICK	POLICE OFFICER	NINTH DISTRICT	4/10/97	211.63
VITEK	POLICE OFFICER	ELEVENTH DISTRICT	5/01/97	367.70
WALKER	POLICE OFFICER	SIXTEENTH DISTRICT	5/14/97	492.88
WALLACE	POLICE OFFICER	TWELFTH DISTRICT	6/15/97	594.60
WALTER	POLICE OFFICER	TWENTY-FIFTH DISTRICT	5/18/97	3135.00
WARD	POLICE OFFICER	FIFTEENTH DISTRICT	7/19/96	1421.90
WARD	POLICE OFFICER	NINTH DISTRICT	4/10/97	386.00
WARD	POLICE OFFICER	NINTH DISTRICT	4/10/97	270.09

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 10/28/97

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
WATSON	POLICE OFFICER	SIXTH DISTRICT	4/02/97	282.80
WATSON	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	11/15/92	200.05
WEATHERSPOON	POLICE OFFICER	SIXTH DISTRICT	6/16/97	98.00
WESSEL	POLICE OFFICER	SIXTH DISTRICT	10/22/96	1366.10
WHARRY	POLICE OFFICER	NINETEENTH DISTRICT	3/08/97	741.00
WICKRAMABEKERA	POLICE OFFICER	TWENTIETH DISTRICT	4/22/97	187.60
WIELAND	POLICE OFFICER	SEVENTEENTH DISTRICT	1/18/97	208.37
WIGGINS	POLICE OFFICER	FIFTEENTH DISTRICT	4/29/97	1174.90
WIKSTEN	POLICE OFFICER	SIXTH DISTRICT	1/21/86	66.00
WIKTOREK	POLICE OFFICER	FOURTEENTH DISTRICT	2/22/97	31.00
WILKINS	POLICE OFFICER	DETECTIVE DIVISION - AREA 2	8/29/94	115.20
WILLIAMS	POLICE OFFICER	BOMB AND ARSON SECTION	3/17/97	387.00
WILLIAMS	POLICE OFFICER	SCHOOL PATROL UNIT-ADMINISTRAT	10/30/96	2.75
WILLIAMS	POLICE OFFICER	FIFTH DISTRICT	12/01/95	70.00
WILLIAMS	POLICE OFFICER	TWENTY-FIRST DISTRICT	5/16/97	206.36
WILLIAMS	POLICE OFFICER	DETECTIVE DIVISION - AREA 3	4/08/97	660.60
WILLIAMSON	POLICE OFFICER	FIFTH DISTRICT	6/03/97	149.72
WILLIS	POLICE OFFICER	SIXTH DISTRICT	4/10/97	1700.20
WINBURN-WRIGHT	POLICE OFFICER	FIRST DISTRICT	6/04/97	136.00
WINES	POLICE OFFICER	THIRD DISTRICT	5/05/97	152.00
WITKOWSKI	POLICE OFFICER	FIFTEENTH DISTRICT	3/08/97	384.30
WOLKERT	POLICE OFFICER	SIXTH DISTRICT	6/16/97	1878.99
WOLVERTON	POLICE OFFICER	TWENTY-THIRD DISTRICT	5/20/97	461.70
WOODS	POLICE OFFICER	SECOND DISTRICT	6/22/97	330.00
WORD	POLICE OFFICER	SIXTH DISTRICT	5/13/97	573.11
WRIGHT	POLICE OFFICER	THIRD DISTRICT	4/11/97	48.00
YANEZ	POLICE OFFICER	TENTH DISTRICT	5/04/97	896.92
YOUNG	POLICE OFFICER	TWENTY-THIRD DISTRICT	3/07/97	61.60
YOUNG	POLICE OFFICER	TWENTY-THIRD DISTRICT	3/27/97	1380.39
ZABLOCKI	POLICE OFFICER	TWENTY-FIRST DISTRICT	4/15/97	156.80
ZACHARIAS	POLICE OFFICER	TWENTY-THIRD DISTRICT	3/11/97	990.00
ZAGLIFA	POLICE OFFICER	TWENTY-SECOND DISTRICT	9/10/96	2798.25
ZALEBSKI	POLICE OFFICER	TWENTY-FOURTH DISTRICT	4/11/97	2642.60
ZALINSKI	POLICE OFFICER	TWENTY-THIRD DISTRICT	5/27/97	244.45
ZAPRZAKA	POLICE OFFICER	SEVENTEENTH DISTRICT	3/04/97	224.91
ZAWADA	POLICE OFFICER	FIFTEENTH DISTRICT	6/06/97	383.50
ZAWADA	POLICE OFFICER	TWELFTH DISTRICT	6/30/97	2151.75
ZBOREK	POLICE OFFICER	EIGHTH DISTRICT	4/15/81	612.50
ZEPEDA	POLICE OFFICER	MOUNTED UNIT	5/12/97	76.00
ZIOLKOWSKI	POLICE OFFICER	ELEVENTH DISTRICT	5/06/97	552.40
ZLOTKOWSKI	POLICE OFFICER	EIGHTH DISTRICT	5/19/97	381.00
ZLOTKOWSKI	POLICE OFFICER	FOURTH DISTRICT	3/10/97	607.72
ZOLLER	POLICE OFFICER	NINTH DISTRICT	2/02/97	103.00
ZUBER	POLICE OFFICER	ENGINE COMPANY 95	2/08/97	85.00
AGUIRRE	ENGINEER	AMBULANCE 15	7/31/97	200.90
ALBERT	CAPTAIN	ENGINE COMPANY 162	7/10/97	493.07
ALTENBACH	FIREFIGHTER	SQUAD 5	2/08/91	194.00
ALTMAN	PARAMEDIC	AMBULANCE 43	5/06/97	1600.20
ALVARADO	PARAMEDIC	UNKNOWN	7/08/97	799.40
ALVAREZ				

10/28/97

REPORTS OF COMMITTEES

54665

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 10/28/97

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
ANDERSON	PARAMEDIC	UNKNOWN	1/05/97	2517.00
AUSTIN	FIREFIGHTER	TRUCK 40	9/13/96	244.80
BACKSHIS	FIREFIGHTER	TRUCK 10	8/20/97	74.00
BAILEY	CAPTAIN	TRUCK 52	2/26/96	323.81
BARIENTOS	PARAMEDIC	AMBULANCE 44	2/21/97	138.40
BARRY	PARAMEDIC	AMBULANCE 35	6/05/97	209.40
BEARD	PARAMEDIC	AMBULANCE 23	12/05/96	3060.90
BEAUREGARD	LIEUTENANT	ENGINE COMPANY 118	8/05/97	1332.00
BEZAZIAN	FIREFIGHTER	ENGINE COMPANY 94	7/29/97	264.80
BIBCHAK	FIREFIGHTER	ENGINE COMPANY 127	6/12/97	170.79
BIVER-ESTRADA	PARAMEDIC	AMBULANCE 32	7/19/97	125.30
BOLLIN	FIREFIGHTER	TRUCK 25	8/03/97	1967.00
BOMBENGER	PARAMEDIC	AMBULANCE 44	7/18/97	459.00
BORK	LIEUTENANT	ENGINE COMPANY 121	10/27/89	110.00
BOYLE	ENGINEER	SQUAD 3	11/30/96	3381.75
BRACKEN	LIEUTENANT	ENGINE COMPANY 91	10/21/96	9741.10
BRADADO	FIREFIGHTER	ENGINE COMPANY 50	2/04/96	66.00
BREAUX	FIREFIGHTER	TRUCK 98	7/29/97	2322.20
BRIGHT	FIREFIGHTER	UNKNOWN	7/19/97	437.20
BRODERSEN	FIREFIGHTER	ENGINE COMPANY 104	2/25/96	174.90
BROWN	FIREFIGHTER	TRUCK 7	3/02/97	162.75
BUGAJ-MOELLER	FIREFIGHTER	UNKNOWN	7/03/97	139.60
BURKE	PARAMEDIC	AMBULANCE 32	9/17/96	3688.00
CARON	FIREFIGHTER	ENGINE COMPANY 86	12/02/93	69.00
CARROLL	PARAMEDIC	AMBULANCE 13	7/25/97	237.30
CASANOVA	PARAMEDIC	AMBULANCE 12	12/18/96	3644.47
CHANDLER	FIREFIGHTER	ENGINE COMPANY 94	6/02/97	291.40
CHAVARRIA	FIREFIGHTER	TRUCK 42	5/30/97	122.00
CLIFFORD	FIREFIGHTER	ENGINE COMPANY 83	4/17/97	100.00
COLEMAN-POPE	FIREFIGHTER	ENGINE COMPANY 125	7/29/97	459.80
COLLINS	PARAMEDIC	AMBULANCE 22	5/30/97	317.80
CONRAD	PARAMEDIC	AMBULANCE 12	8/30/96	69.30
COBTANZA	LIEUTENANT	ENGINE COMPANY 95	7/31/97	567.33
COTTINI	FIREFIGHTER	ENGINE COMPANY 7	2/03/97	8539.98
CREED	LIEUTENANT	ENGINE COMPANY 68	3/28/97	128.00
CUMMINGS	PARAMEDIC	AMBULANCE 6	8/06/97	74.00
CUNNINGHAM	LIEUTENANT	TRUCK 26	7/15/97	1256.50
DALEY	FIREFIGHTER	ENGINE COMPANY 45	9/05/96	3190.00
DALY	LIEUTENANT	DISTRICT RELIEF 1	6/09/97	156.80
DEJESUS	FIREFIGHTER	ENGINE COMPANY 84	6/14/97	263.37
DEBILVA-KING-LOZDOSKI	LIEUTENANT	DISTRICT RELIEF 1	7/16/97	1014.80
DEVENS	PARAMEDIC	UNKNOWN	12/18/96	599.25
DIETZ	CAPTAIN	BATTALION 23	9/11/97	510.00
DIETZ	LIEUTENANT	DISTRICT RELIEF 1	7/30/97	670.60
DOWLING	FIREFIGHTER	ENGINE COMPANY 7	6/19/97	298.80
DOYLE	FIREFIGHTER	ENGINE COMPANY 82	5/31/97	4313.65
DREZEK	FIREFIGHTER	ENGINE COMPANY 65	11/14/96	2875.00
	FIREFIGHTER	TRUCK 3	6/29/97	84.80
	LIEUTENANT	DISTRICT RELIEF 3	7/24/97	476.00

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 10/28/97

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
DRIBH	LIEUTENANT	TRUCK 29	7/29/97	1075.27
DROBITSCH	FIREFIGHTER	UNKNOWN	6/20/97	1688.88
DUKE	FIREFIGHTER	ENGINE COMPANY 107	6/27/97	256.47
EASTMAN-LEON	PARAMEDIC	AMBULANCE 22	7/01/97	469.50
EDINBURG	FIREFIGHTER	TRUCK 11	2/28/97	2521.93
ELLIS	PARAMEDIC	AMBULANCE 17	8/11/97	98.00
ENHELDER	LIEUTENANT	ENGINE COMPANY 59	8/14/97	525.20
ENRIGHT	PARAMEDIC	AMBULANCE 42	7/06/97	330.40
EWALD	FIREFIGHTER	UNKNOWN	6/20/97	403.60
FAULKNER	FIREFIGHTER	TRUCK 41	5/11/97	121.10
FELLOWS	ENGINEER	ENGINE COMPANY 61	4/16/97	3311.00
FIOLULO	PARAMEDIC	AMBULANCE 23	6/18/97	574.00
FILEDS	LIEUTENANT	FIRE PREVENTION	9/03/96	242.40
FIORENZO	FIREFIGHTER	ENGINE COMPANY 44	6/23/97	99.20
FIORITO	FIREFIGHTER	UNKNOWN	6/04/97	604.40
FISCHL	CAPTAIN	TRUCK 40	6/27/90	80.00
FITZGERALD	CAPTAIN	ENGINE COMPANY 127	1/26/90	242.06
FLORES	FIREFIGHTER	ENGINE COMPANY 49	1/28/97	2329.80
FURLONG	FIREFIGHTER	ENGINE COMPANY 108	3/15/97	86.25
GACKI	FIREFIGHTER	ENGINE COMPANY 43	5/30/97	703.00
GARDLEY	PARAMEDIC	AMBULANCE 15	12/08/91	200.00
GAUGHAN	FIREFIGHTER	ENGINE COMPANY 79	8/17/97	30.00
GIBBONS	LIEUTENANT	TRUCK 51	10/01/89	250.00
GILLEN	FIREFIGHTER	ENGINE COMPANY 129	6/03/97	247.17
GONZALEZ	FIREFIGHTER	TRUCK 5	4/27/96	413.13
GRANT	FIREFIGHTER	TRUCK 51	7/16/97	99.83
GRASSMUCK	PARAMEDIC	AMBULANCE 15	7/06/97	548.92
GRASSMUCK	PARAMEDIC	AMBULANCE 15	7/30/97	1161.50
GUINAZZO	FIREFIGHTER	TRUCK 38	7/25/97	43.00
GURROLA	CAPTAIN	ENGINE COMPANY 34	4/14/97	2087.00
GUTILLO	FIREFIGHTER	ENGINE COMPANY 110	7/23/97	270.20
HAIN	ENGINEER	ENGINE COMPANY 106	6/29/97	1287.60
HALL	FIREFIGHTER	TRUCK 44	8/18/97	74.00
HANNON	PARAMEDIC	UNKNOWN	7/19/96	79.20
HARTE	CAPTAIN	EMB DISTRICT 4 HEADQUARTERS &	8/16/95	937.65
HARTNETT	FIREFIGHTER	TRUCK 28	5/24/97	868.25
HARTWIG	FIREFIGHTER	TRUCK 54	6/15/97	307.80
HARVEY	FIREFIGHTER	TRUCK 59	6/15/97	462.40
HAVRANEK	FIREFIGHTER	TRUCK 10	7/03/97	175.80
HEENAN	FIREFIGHTER	TRUCK 34	7/13/97	1027.10
HEETER	FIREFIGHTER	ENGINE COMPANY 45	7/16/97	150.23
HEIERLING	FIREFIGHTER	ENGINE COMPANY 54	1/03/97	1480.25
HEIM	PARAMEDIC	EMB CITY WIDE RELIEF	11/22/80	800.00
HERBERG	CAPTAIN	BATTALION 18	6/01/97	953.80
HERLING	PARAMEDIC	AMBULANCE 44	6/16/97	16.25
HERNANDEZ	FIREFIGHTER	TRUCK 36	4/25/97	25.00
HILL	PARAMEDIC	AMBULANCE 34	7/18/97	111.00
HILL	FIREFIGHTER	ENGINE COMPANY 122	6/22/97	88.00
HODDER	LIEUTENANT	DISTRICT RELIEF 6	7/13/88	362.00

10/28/97

REPORTS OF COMMITTEES

54667

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 10/28/97

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
HUERTAS	FIREFIGHTER	UNKNOWN	11/04/96	278.40
HUFFMAN	FIREFIGHTER	TRUCK 51	6/01/97	807.40
HURN	PARAMEDIC	ENGINE COMPANY 84	6/01/97	425.80
IBATA	FIREFIGHTER	EMS DISTRICT 3 HEADQUARTERS & R	6/15/97	272.30
IBATA	FIREFIGHTER	EMS DISTRICT 3 HEADQUARTERS & R	7/17/97	247.50
IREY	FIREFIGHTER	TRUCK 22	8/19/97	223.85
JAMES	FIREFIGHTER	BATTALION 11	1/13/97	184.00
JOHN	FIREFIGHTER	ENGINE COMPANY 118	2/08/97	1350.00
JOHNSON	FIREFIGHTER	ENGINE COMPANY 107	4/15/97	400.00
JOHNSON	ENGINEER	ENGINE COMPANY 82	4/08/97	261.48
JONES	FIREFIGHTER	ENGINE COMPANY 92	7/17/96	3946.50
JUGOVICH	FIREFIGHTER	ENGINE COMPANY 26	12/20/96	2590.00
JULKOWSKI	FIREFIGHTER	ENGINE COMPANY 50	7/18/97	179.00
KARL	LIEUTENANT	ENGINE COMPANY 43	3/16/97	250.00
KESSELL	PARAMEDIC	UNKNOWN	12/28/89	100.00
KING	POLICE OFFICER	ENGINE COMPANY 39	2/08/97	124.34
KING	PARAMEDIC	UNKNOWN	5/31/95	30.00
KLESSIG	FIREFIGHTER	ENGINE COMPANY 69	7/16/97	340.70
KNIGHT	FIREFIGHTER	ENGINE COMPANY 59	8/05/97	74.00
KOGUT	PARAMEDIC	AMBULANCE 5	8/14/97	60.00
KUCERA	FIREFIGHTER	ENGINE COMPANY 118	2/83/97	139.00
KUEHL	FIREFIGHTER	TRUCK 5	12/26/95	138.80
KURCEK	FIREFIGHTER	ENGINE COMPANY 76	2/23/97	3013.00
LAMB	LIEUTENANT	TRUCK 59	6/28/97	268.32
LELO	PARAMEDIC	BATTALION 16	10/27/96	48.00
LESHER-RUSSELL	PARAMEDIC	AMBULANCE 19	1/28/97	627.57
LEVIN	PARAMEDIC	AMBULANCE 47	6/23/97	265.00
LICHTER	FIREFIGHTER	AMBULANCE 20	1/28/91	450.00
LIEDTKE	ENGINEER	DISTRICT RELIEF 2	10/30/94	740.00
MAAYTEH	LIEUTENANT	ENGINE COMPANY 95	6/15/97	88.00
MAGEE	FIREFIGHTER	ENGINE COMPANY 103	6/19/96	4178.80
MAHER	FIREFIGHTER	ENGINE COMPANY 63	1/08/93	430.50
MAHONEY	CAPTAIN	ENGINE COMPANY 108	1/18/97	721.27
MARKHAM	LIEUTENANT	ENGINE COMPANY 86	7/22/97	42.41
MARKEY	PARAMEDIC	AMBULANCE 31	8/23/97	179.20
MATTHEWS	FIREFIGHTER	ENGINE COMPANY 107	6/20/97	216.12
MCCANN	LIEUTENANT	DISTRICT RELIEF 6	5/12/97	214.97
MCCURRIE-ZOUBEK	PARAMEDIC	AMBULANCE 43	6/14/97	503.00
MCGRATH	FIREFIGHTER	ENGINE COMPANY 100	6/09/97	3700.00
MCGREAL	LIEUTENANT	TRUCK 37	2/16/96	341.70
MCQUIRE	FIREFIGHTER	ENGINE COMPANY 129	6/24/97	259.60
MCINERNEY	FIREFIGHTER	ENGINE COMPANY 30	7/06/97	204.80
MCINNIS	PARAMEDIC	UNKNOWN	2/26/97	203.00
MCINNIS	PARAMEDIC	UNKNOWN	6/18/97	303.50
MCKENDRY	ENGINEER	DISTRICT RELIEF 5	5/02/97	485.50
MCNEILL	PARAMEDIC	AMBULANCE 23	6/17/97	1875.95
MCNICHOLS	FIREFIGHTER	TRUCK 2	7/17/97	303.00
MCPOLIN	CAPTAIN	ENGINE COMPANY 84	7/16/97	428.80
MCSHANE	LIEUTENANT	DISTRICT RELIEF 5	6/13/97	1274.57

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 10/28/97

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
MCBANE	FIREFIGHTER	TRUCK 16	6/09/97	353.30
MENDEZ	FIREFIGHTER	ENGINE COMPANY 23	7/04/97	734.00
METZGER	FIREFIGHTER	ENGINE COMPANY 86	6/29/97	1399.39
MILLER	FIREFIGHTER	TRUCK 48	8/22/96	159.00
MILLER	FIREFIGHTER	ENGINE COMPANY 100	6/18/97	998.50
MILOTT	FIREFIGHTER	SQUAD 4	11/02/96	1560.38
MONEGAN	CAPTAIN	TRUCK 8	2/23/97	226.00
MORALIS	FIREFIGHTER	ENGINE COMPANY 45	9/17/97	454.30
MORAN	FIREFIGHTER	ENGINE COMPANY 124	7/07/97	552.10
MORIARTY	FIREFIGHTER	TRUCK 59	3/23/97	43.00
MOTISI	PARAMEDIC	AMBULANCE 33	6/14/97	195.00
MULCRONE	FIREFIGHTER	TRUCK 14	4/10/97	156.00
MULCRONE	FIREFIGHTER	TRUCK 14	7/30/97	457.10
MUSA	PARAMEDIC	AMBULANCE 11	7/22/97	118.00
NOLAN	FIREFIGHTER	TRUCK 35	5/14/97	992.62
NORTON	FIREFIGHTER	ENGINE COMPANY 117	6/24/97	548.45
OBUCHOWSKI	FIREFIGHTER	ENGINE COMPANY 93	3/26/97	213.88
ODONNELL	PARAMEDIC	AMBULANCE 14	4/30/97	400.26
ODONNELL	POLICE OFFICER	ENGINE COMPANY 71	8/17/88	60.00
ODRADY	FIREFIGHTER	TRUCK 21	8/22/97	371.50
OKON	ENGINEER	DISTRICT RELIEF 6	1/07/97	140.00
OROZCO	FIREFIGHTER	FIRE SUPPRESSION HEADQUARTERS	1/07/97	681.67
OBEKEK	PARAMEDIC	AMBULANCE 48	6/26/97	193.68
PAGE	FIREFIGHTER	TRUCK 34	6/03/97	150.00
PANCHESIN	PARAMEDIC	AMBULANCE 39	8/12/96	90.00
PANEK-KRAVITZ	PARAMEDIC	UNKNOWN	7/20/97	150.00
PARKINSON	FIREFIGHTER	TRUCK 53	6/04/97	110.76
PENAR-BERTULIS	PARAMEDIC	AMBULANCE 7	4/01/97	85.80
PENAR-BERTULIS	PARAMEDIC	AMBULANCE 7	5/31/97	3272.99
PENTAK	LIEUTENANT	DISTRICT RELIEF 1	7/11/97	1369.29
PENTAK	FIREFIGHTER	ENGINE COMPANY 98	2/12/96	65.00
PETRABEK	CAPTAIN	ENGINE COMPANY 47	6/02/86	450.00
PETTIGREW	FIREFIGHTER	TRUCK 59	4/21/97	15.20
PEYRONET	FIREFIGHTER	TRUCK 50	6/08/97	315.92
PIERUCCINI	FIREFIGHTER	TRUCK 47	5/10/97	5991.43
PLUTA	PARAMEDIC	AMBULANCE 35	9/04/89	140.15
POLANCO	PARAMEDIC	AMBULANCE 35	6/05/97	209.40
POLINO	FIREFIGHTER	TRUCK 51	8/01/96	5936.85
POWERS	FIREFIGHTER	FIRE SUPPRESSION HEADQUARTERS	4/12/96	889.00
RAIA	CAPTAIN	REPAIR SHOP	4/21/96	151.00
RAMOSKA	FIREFIGHTER	TRUCK 38	6/11/97	122.48
REARDON	FIREFIGHTER	ENGINE COMPANY 92	1/03/90	645.77
REILLY	FIREFIGHTER	TRUCK 13	7/03/97	562.70
REYES	FIREFIGHTER	ENGINE COMPANY 43	8/31/97	41.00
RIVERA	FIREFIGHTER	TRUCK 29	7/16/97	398.12
RIVERA	FIREFIGHTER	TRUCK 53	7/28/97	2288.30
ROBINSON	PARAMEDIC	AMBULANCE 19	6/08/94	2516.33
ROBINSON	FIREFIGHTER	TRUCK 61	8/19/97	459.78
RODRIGUEZ	FIREFIGHTER	TRUCK 9	6/24/97	220.20

10/28/97

REPORTS OF COMMITTEES

54669

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 10/28/97

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
ROGERS	FIREFIGHTER	ENGINE COMPANY 142	3/07/97	207.20
ROLSTON	FIREFIGHTER	ENGINE COMPANY 29	5/18/97	1587.58
ROBNER	FIREFIGHTER	ENGINE COMPANY 54	11/26/96	98.00
RYAN	PARAMEDIC	ENGINE COMPANY 15	2/23/97	123.20
SANTICKI	LIEUTENANT	DISTRICT RELIEF 5	8/18/97	29.00
SARAGAE	FIREFIGHTER	TRUCK 37	6/21/97	669.60
SASSANA	FIREFIGHTER	TRUCK 47	9/10/97	43285.93
SAVINO	FIREFIGHTER	ENGINE COMPANY 102	8/03/97	238.32
SCAPARDINE	FIREFIGHTER	ENGINE COMPANY 123	9/06/97	576.10
SCHUEINEMAN	FIREFIGHTER	ENGINE COMPANY 19	7/14/97	1441.00
SCHULTZ	FIREFIGHTER	ENGINE COMPANY 61	1/23/97	1650.00
BENDERAK	ENGINEER	DISTRICT RELIEF 2	12/07/96	166.00
SERRANO	FIREFIGHTER	SNORKEL SQUAD 3	7/31/97	351.04
SHEAD	FIREFIGHTER	ENGINE COMPANY 115	9/26/97	392.40
SHEPPARD	FIREFIGHTER	SQUAD 5	8/10/97	512.50
SKINNER	FIREFIGHTER	UNKNOWN	4/14/97	1776.79
SMITH	FIREFIGHTER	TRUCK 42	9/04/96	50.00
MICHAEL W	FIREFIGHTER	TRUCK 42	8/27/97	544.50
MICHAEL W	FIREFIGHTER	UNKNOWN	4/23/96	373.50
SMITH	PARAMEDIC	BATTALION 22	7/26/97	917.64
SOBCZAK	PARAMEDIC	ENGINE COMPANY 124	7/21/96	550.80
SPIEKERMAN	FIREFIGHTER	TRUCK 58	7/10/97	546.80
SPOBATO	FIREFIGHTER	DISTRICT RELIEF 2	6/08/97	371.60
STALA	ENGINEER	EMS DISTRICT 3 HEADQUARTERS & R	8/30/92	39.18
STEINER	PARAMEDIC	AMBULANCE 47	6/12/97	161.60
STELNICKI	CAPTAIN	UNKNOWN	4/30/97	281.50
STEWART	CAPTAIN	DISTRICT HEADQUARTERS 1	2/03/89	5895.79
STRIBLING	PARAMEDIC	UNKNOWN	1/14/97	306.00
STRIBLING	PARAMEDIC	UNKNOWN	4/12/95	299.80
STRICKLER	FIREFIGHTER	SQUAD 1	4/10/90	52.00
SURMA	PARAMEDIC	AMBULANCE 20	3/30/97	85.80
SUTHERLAND	PARAMEDIC	TRUCK 51	7/08/97	7204.42
BUTTON	PARAMEDIC	AMBULANCE 35	11/30/94	1955.32
TAYLOR	FIREFIGHTER	ENGINE COMPANY 120	5/18/97	6312.86
THOMAS	LIEUTENANT	TRUCK 62	8/01/97	135.00
THOMPSON	FIREFIGHTER	TRUCK 4	6/19/97	437.94
TOONEY	FIREFIGHTER	TRUCK 37	3/23/97	471.70
TRACY	PARAMEDIC	UNKNOWN	7/23/97	1592.62
TRIDBLE	FIREFIGHTER	ENGINE COMPANY 75	11/02/96	995.40
URGUHART	FIREFIGHTER	TRUCK 57	5/29/97	332.00
VARGAS	FIREFIGHTER	ENGINE COMPANY 18	4/09/96	138.00
VEGA	FIREFIGHTER	ENGINE COMPANY 57	7/01/97	877.00
VELEZ	PARAMEDIC	AMBULANCE 4	4/19/96	243.00
VELEZ	PARAMEDIC	AMBULANCE 4	12/31/96	24.00
VULICH	FIREFIGHTER	TRUCK 8	7/04/97	601.30
WAGNER	FIREFIGHTER	BATTALION 20	9/22/97	293.60
WALCZEK	FIREFIGHTER	TRUCK 20	4/30/97	244.57
WALKER	FIREFIGHTER	TRUCK 33	11/03/80	82.00
WALLACE	PARAMEDIC	AMBULANCE 9	5/04/97	1264.25

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 10/28/97

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
WARNER	FIREFIGHTER	TRUCK 41	11/04/80	7210.00
WASHINGTON	FIREFIGHTER	ENGINE COMPANY 102	8/02/97	109.00
WEIGAND	FIREFIGHTER	ENGINE COMPANY 89	8/15/93	30.60
WELCH	LIEUTENANT	ENGINE COMPANY 7	7/27/97	763.60
WILDER	LIEUTENANT	ENGINE COMPANY 93	5/17/95	368.00
WILFERT	PARAMEDIC	UNKNOWN	12/23/89	95.00
WILSON	FIREFIGHTER	ENGINE COMPANY 122	7/31/95	5575.88
WOOD	PARAMEDIC	AMBULANCE 31	6/08/97	49.00
WOL	FIREFIGHTER	ENGINE COMPANY 124	6/04/97	288.56
YORK	CAPTAIN	AMBULANCE 46	7/28/97	291.00
YUHAB	FIREFIGHTER	ENGINE COMPANY 23	7/25/96	381.50
ZAPILER	LIEUTENANT	TRUCK 14	7/29/97	1412.80

10/28/97

REPORTS OF COMMITTEES

54671

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 10/28/97

THIRD PARTY ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
ADAMIK	POLICE OFFICER	TWENTIETH DISTRICT	5/07/97	78.00
ADAMS	POLICE OFFICER	TWENTY-FIFTH DISTRICT	6/05/97	49.00
ADELL-GRIFFIN	POLICE OFFICER	ELEVENTH DISTRICT	8/27/96	1262.55
ALLAN	POLICE OFFICER	FOURTEENTH DISTRICT	4/09/97	3199.65
AMELIO	POLICE OFFICER	TWENTIETH DISTRICT	3/26/97	280.50
ARCEO	POLICE OFFICER	FOURTEENTH DISTRICT	6/02/97	8347.34
ARMSTRONG	POLICE OFFICER	FOURTH DISTRICT	2/24/97	15.00
AVERY	POLICE OFFICER	NARCOTICS SECTION	12/27/96	93.00
BACOU18	POLICE OFFICER	ELEVENTH DISTRICT	4/09/97	781.00
BAKER	POLICE OFFICER	THIRD DISTRICT	3/04/97	316.00
BALL	POLICE OFFICER	TWENTY-FIFTH DISTRICT	11/25/92	414.40
BANASZKIEWICZ	POLICE OFFICER	TWENTY-THIRD DISTRICT	6/21/93	50.00
BANKS	POLICE OFFICER	FIFTEENTH DISTRICT	4/11/97	31.50
BARNES	POLICE OFFICER	SIXTH DISTRICT	5/08/97	1922.86
BAUTISTA	POLICE OFFICER	DETECTIVE DIVISION - AREA 4	7/07/97	211.00
BELLA	POLICE OFFICER	TWENTY-SECOND DISTRICT	3/02/97	19.80
BENIGNO	POLICE OFFICER	TENTH DISTRICT	12/31/95	498.79
BERNICHIO	POLICE OFFICER	SPECIAL OPERATIONS SECTION	12/17/96	156.00
BERRY	POLICE OFFICER	SEVENTH DISTRICT	4/19/97	109.00
BLACHER	POLICE OFFICER	SIXTH DISTRICT	12/25/96	303.20
BLACK	POLICE OFFICER	YOUTH DIVISION AREA ONE	1/13/96	30.00
BOBKO	POLICE OFFICER	NARCOTICS SECTION	5/06/97	268.10
BOCHNAK	POLICE OFFICER	NINTH DISTRICT	5/10/97	164.30
BOLE-PENAHERRERA	POLICE OFFICER	FIFTEENTH DISTRICT	7/16/96	435.00
BOLD	POLICE OFFICER	SEVENTH DISTRICT	4/11/97	395.90
BOND	POLICE OFFICER	FOURTEENTH DISTRICT	4/09/97	3273.09
BORCHERS	POLICE OFFICER	SEVENTEENTH DISTRICT	2/02/97	124.00
BOSS-DIXON	POLICE OFFICER	FOURTH DISTRICT	6/13/97	1008.90
BRASCH	POLICE OFFICER	SEVENTH DISTRICT	3/17/97	208.60
BRADY	POLICE OFFICER	PUBLIC TRANSPORTATION SECTION	4/25/95	64.00
BREWER	POLICE OFFICER	FOURTH DISTRICT	6/13/97	605.50
BROGAN	POLICE OFFICER	FIRST DISTRICT	8/05/92	125.00
BRYANT	POLICE OFFICER	NINETEENTH DISTRICT	7/21/96	347.00
BULT	POLICE OFFICER	FIFTH DISTRICT	3/11/97	629.19
BULT	POLICE OFFICER	FIFTH DISTRICT	5/17/97	521.48
CACERES	POLICE OFFICER	FOURTEENTH DISTRICT	4/27/97	1996.95
CAMPBELL	POLICE OFFICER	NINTH DISTRICT	6/17/97	65.00
CAND	POLICE OFFICER	FIFTH DISTRICT	3/11/97	249.00
CARDUCCI	POLICE OFFICER	SIXTEENTH DISTRICT	5/19/97	1864.60
CARLSON	POLICE OFFICER	EIGHTH DISTRICT	8/18/96	72.50
CASTELLO	POLICE OFFICER	TWENTY-THIRD DISTRICT	4/23/97	40.00
CELIO	POLICE OFFICER	TENTH DISTRICT	6/04/97	665.00
CERDA	POLICE OFFICER	TWENTY-FIFTH DISTRICT	3/14/97	4190.60
CHEATHAM	POLICE OFFICER	SECOND DISTRICT	2/11/92	375.00
CHESSARE	POLICE OFFICER	FOURTH DISTRICT	7/17/97	608.00
CLAFFORD	POLICE OFFICER	THIRTEENTH DISTRICT	4/06/97	42.00
CLARK	POLICE OFFICER	SIXTEENTH DISTRICT	2/19/97	812.00
COCKRUM	POLICE OFFICER	TWENTY-THIRD DISTRICT	6/18/96	10216.36
COLE-WILLIAMS	POLICE OFFICER	FIFTH DISTRICT	1/19/97	580.50

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 10/28/97

THIRD PARTY ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
CONROY	POLICE OFFICER	TWENTY-SECOND DISTRICT	4/19/97	1645.08
COOPER	POLICE OFFICER	NINETEENTH DISTRICT	12/27/96	247.00
COPELAND	POLICE OFFICER	SEVENTH DISTRICT	3/18/87	807.50
COSTELLO	POLICE OFFICER	EIGHTH DISTRICT	11/25/95	96.60
COURTNEY	POLICE OFFICER	SIXTEENTH DISTRICT	4/18/97	452.25
CRAIN	POLICE OFFICER	ELEVENTH DISTRICT	5/21/97	494.50
CRONIN	POLICE OFFICER	TWENTY-SECOND DISTRICT	4/19/97	624.20
CROTTY	POLICE OFFICER	FIRST DISTRICT	7/01/97	147.00
CROWLEY	POLICE OFFICER	SECOND DISTRICT	9/04/87	8827.77
DANIELS	POLICE OFFICER	TWELFTH DISTRICT	4/30/97	90.65
DAVILA	POLICE OFFICER	SEVENTH DISTRICT	3/30/97	2935.50
DAVIS	POLICE OFFICER	SIXTH DISTRICT	5/08/97	1744.89
DAVIS	POLICE OFFICER	SPECIAL OPERATIONS SECTION	7/13/97	33.00
DAVREN	POLICE OFFICER	TWENTY-SECOND DISTRICT	7/08/97	240.00
DAVY	POLICE OFFICER	TWENTY-SECOND DISTRICT	7/08/97	1140.98
DEAL	POLICE OFFICER	UNKNOWN	11/19/74	513.10
DEBER	POLICE OFFICER	TWENTIETH DISTRICT	12/07/96	240.10
DELRIO	POLICE OFFICER	UNKNOWN	4/25/96	482.71
DOIG	POLICE OFFICER	FOURTH DISTRICT	1/16/97	2123.39
DONALY	POLICE OFFICER	FIFTEENTH DISTRICT	4/11/97	31.50
DONATELLO	POLICE OFFICER	TWELFTH DISTRICT	12/29/95	193.20
DOUGAN	POLICE OFFICER	FIFTEENTH DISTRICT	7/06/97	26.93
DOWLING	POLICE OFFICER	EIGHTH DISTRICT	10/19/89	80.00
DRAKIK	POLICE OFFICER	TRAFFIC DIVISION ADMINISTRATOR	8/16/95	141.00
DREBS	POLICE OFFICER	TWENTY-SECOND DISTRICT	8/14/95	561.64
DREBS	POLICE OFFICER	TWELFTH DISTRICT	5/24/97	93.20
DRUNGDOLE	POLICE OFFICER	THIRD DISTRICT	5/21/97	70.00
ECHEVARRIA	POLICE OFFICER	EIGHTH DISTRICT	2/02/97	302.25
EGAN-CONWAY	POLICE OFFICER	NINTH DISTRICT	1/28/97	190.00
EJNIX	POLICE OFFICER	EIGHTEENTH DISTRICT	4/19/96	137.00
ESPOBITO	POLICE OFFICER	NINETEENTH DISTRICT	1/07/97	1608.62
EVERETT	POLICE OFFICER	TWENTY-SECOND DISTRICT	4/03/96	303.64
EVERETT	POLICE OFFICER	TWENTY-SECOND DISTRICT	5/04/97	1249.13
EVERETTE	POLICE OFFICER	SECOND DISTRICT	5/11/97	221.00
FINE	BATTALION CHIEF	FIFTEENTH DISTRICT	11/24/96	96.00
FISH	POLICE OFFICER	TWENTY-FOURTH DISTRICT	4/27/97	100.00
FLENGO	POLICE OFFICER	SIXTEENTH DISTRICT	4/04/94	1215.75
FRIAS	POLICE OFFICER	SIXTH DISTRICT	10/16/96	107.23
FRIAS	POLICE OFFICER	TENTH DISTRICT	2/04/94	969.15
FRONAUER	POLICE OFFICER	FOURTEENTH DISTRICT	6/19/97	80.00
FRONCZAK	POLICE OFFICER	TWENTIETH DISTRICT	1/17/96	48.00
FULLER	POLICE OFFICER	TWENTY-FIFTH DISTRICT	12/03/95	39.00
GAAL	POLICE OFFICER	FOURTH DISTRICT	9/01/95	120.00
GADDIN	POLICE OFFICER	FIFTH DISTRICT	4/20/96	798.00
GALOWITCH	POLICE OFFICER	SIXTEENTH DISTRICT	11/11/96	2032.59
GAMBLE	POLICE OFFICER	TWENTY-FOURTH DISTRICT	6/16/97	347.28
GARCIA	POLICE OFFICER	TWELFTH DISTRICT	12/20/96	394.00
GAWLICKI	POLICE OFFICER	ELEVENTH DISTRICT	9/30/95	65.00
GEVREKIB	POLICE OFFICER	TWENTY-FIFTH DISTRICT	2/03/96	27.00

10/28/97

REPORTS OF COMMITTEES

54673

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 10/28/97

THIRD PARTY ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
GIGLIO	POLICE OFFICER	NINTH DISTRICT	11/23/96	192.50
GONZALES	POLICE OFFICER	FOURTH DISTRICT	1/19/97	612.00
GONZALEZ	POLICE OFFICER	FOURTEENTH DISTRICT	1/08/95	197.00
GOODAY-STEINMEIER	POLICE OFFICER	POLICE DOCUMENT SERVICES SECTI	12/15/95	189.70
GOODAY	POLICE OFFICER	TWENTY-FIRST DISTRICT	6/05/96	65.00
GORDON	POLICE OFFICER	TWENTIETH DISTRICT	2/20/96	150.00
GORNIAK-LEAVITT	POLICE OFFICER	TWENTIETH DISTRICT	7/19/95	1437.00
GRAMZA	POLICE OFFICER	TRAFFIC SECTION-DETAIL UNIT	9/06/94	151.00
GRANTZ	POLICE OFFICER	NINETEENTH DISTRICT	9/12/96	274.40
GRAZIANO	POLICE OFFICER	DETECTIVE DIVISION - AREA 2	4/17/97	53.00
GREEN	POLICE OFFICER	SECOND DISTRICT	7/19/97	365.90
GROELLER	POLICE OFFICER	TWENTY-FIRST DISTRICT	4/18/97	2778.38
GUICE	POLICE OFFICER	TWENTY-FIRST DISTRICT	1/12/97	371.45
HAGGERTY	POLICE OFFICER	NINTH DISTRICT	11/23/96	527.00
HALLINAN	POLICE OFFICER	SEVENTEENTH DISTRICT	2/02/97	815.00
HANSEN	POLICE OFFICER	TWENTY-SECOND DISTRICT	11/07/96	52.00
HARDY	POLICE OFFICER	SIXTH DISTRICT	2/15/95	90.00
HARDY	POLICE OFFICER	TWELFTH DISTRICT	5/16/97	1714.90
HARTFIELD	POLICE OFFICER	TWENTY-SECOND DISTRICT	5/10/97	90.00
HARTFORD	POLICE OFFICER	TWENTY-FOURTH DISTRICT	7/13/97	232.30
HAYES	POLICE OFFICER	SEVENTEENTH DISTRICT	6/02/95	482.00
HAYNES	POLICE OFFICER	FIFTEENTH DISTRICT	12/22/96	1268.46
HAYNES	POLICE OFFICER	SEVENTH DISTRICT	7/06/97	153.32
HERRERA	POLICE OFFICER	ELEVENTH DISTRICT	4/04/97	106.73
HERRERA	POLICE OFFICER	ELEVENTH DISTRICT	5/02/97	53.00
HICKS	POLICE OFFICER	THIRTEENTH DISTRICT	1/31/97	1692.15
HIHN-CZYBSON	POLICE OFFICER	TRAFFIC SECTION-DETAIL UNIT	3/10/88	302.00
HODSON	POLICE OFFICER	SIXTEENTH DISTRICT	6/03/94	7169.80
HOLTON	POLICE OFFICER	TWENTY-SECOND DISTRICT	5/04/97	537.00
HORKY	POLICE OFFICER	NARCOTICS SECTION	4/16/97	523.22
HORNE	POLICE OFFICER	TRAFFIC SECTION-DETAIL UNIT	5/07/97	453.00
HOWARD	POLICE OFFICER	FOURTH DISTRICT	10/10/96	288.96
HOWARD	POLICE OFFICER	FIRST DISTRICT	7/01/97	321.00
HUGHES	POLICE OFFICER	INTERNAL AFFAIRS DIVISION	3/30/96	1976.50
HURD	POLICE OFFICER	THIRD DISTRICT	3/04/97	742.70
IGLINSKI	POLICE OFFICER	FIFTEENTH DISTRICT	12/28/96	412.00
JACKSON	POLICE OFFICER	TWENTY-FIRST DISTRICT	3/23/97	156.00
JACKSON	POLICE OFFICER	TENTH DISTRICT	1/13/95	66.00
JANKOWSKI	POLICE OFFICER	ELEVENTH DISTRICT	6/17/96	1296.00
JARRETT	POLICE OFFICER	DETECTIVE DIVISION-ADMINISTRAT	4/08/97	156.80
JENKINS	POLICE OFFICER	SEVENTEENTH DISTRICT	6/29/97	239.00
JENKINS	POLICE OFFICER	NINTH DISTRICT	12/07/93	499.00
JOHNSON	POLICE OFFICER	TWELFTH DISTRICT	4/24/96	45.00
JOHNSON	POLICE OFFICER	TWENTY-FIFTH DISTRICT	4/27/97	334.40
KALAMARIS	POLICE OFFICER	FIFTEENTH DISTRICT	6/08/92	89.00
KAPUGI	POLICE OFFICER	ELEVENTH DISTRICT	1/24/97	239.00
KELLEY	POLICE OFFICER	TENTH DISTRICT	11/03/96	2040.50
KELLY	POLICE OFFICER	FOURTH DISTRICT	10/19/96	110.00
KELLY	POLICE OFFICER	ELEVENTH DISTRICT	1/24/97	60.00

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 10/28/97

THIRD PARTY ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
KENLEY	POLICE OFFICER	TWENTY-THIRD DISTRICT	1/31/97	334.00
KENNEALY	POLICE OFFICER	TRAFFIC SECTION-DETAIL UNIT	7/12/94	100.00
KIEDUK	POLICE OFFICER	EIGHTEENTH DISTRICT	6/03/94	531.00
KING	POLICE OFFICER	TWENTY-FIRST DISTRICT	7/07/96	706.90
KISCHNER	POLICE OFFICER	FOURTEENTH DISTRICT	7/03/97	125.00
KIVEL	POLICE OFFICER	DETECTIVE DIVISION-ADMINISTRATIVE	4/10/97	1348.80
KOCIOLEK	POLICE OFFICER	TENTH DISTRICT	4/24/97	632.80
KOENIGSHOFER	POLICE OFFICER	EIGHTH DISTRICT	12/19/96	1955.00
KOBRZEWIA	POLICE OFFICER	FIFTEENTH DISTRICT	1/09/82	3026.48
KOSZ	POLICE OFFICER	TWENTY-THIRD DISTRICT	6/29/97	74.25
KOTARAC	POLICE OFFICER	TWELFTH DISTRICT	5/16/97	2609.03
KOWALSKI	POLICE OFFICER	SEVENTEENTH DISTRICT	3/11/97	448.00
KRISTIN	POLICE OFFICER	TWENTY-FIRST DISTRICT	5/14/97	122.00
KURIEL	POLICE OFFICER	SEVENTEENTH DISTRICT	3/29/97	74.80
LADON	POLICE OFFICER	TWENTIETH DISTRICT	5/03/97	1767.15
LAMBERTY	POLICE OFFICER	THIRTIETH DISTRICT	11/07/96	273.00
LARRY-ANSLEY	POLICE OFFICER	THIRD DISTRICT	5/24/97	289.00
LEIPERT	POLICE OFFICER	AIRPORT LAW ENFORCEMENT NORTH	6/04/97	1387.20
LIBERTY	POLICE OFFICER	TENTH DISTRICT	7/18/97	100.80
LOCKE	POLICE OFFICER	SECOND DISTRICT	6/07/97	295.00
LOCONSOLE	POLICE OFFICER	ELEVENTH DISTRICT	4/09/97	6198.84
LOVE-ADAMS	POLICE OFFICER	THIRD DISTRICT	6/19/96	336.00
LUCID	POLICE OFFICER	TWENTY-FIRST DISTRICT	5/31/97	98.00
LUKENSMEYER	POLICE OFFICER	NINTH DISTRICT	7/10/97	43.00
LUNDGREN	POLICE OFFICER	FOURTEENTH DISTRICT	12/13/92	471.40
LYKINS	POLICE OFFICER	SEVENTEENTH DISTRICT	3/29/96	50.00
MAHONEY	POLICE OFFICER	EIGHTH DISTRICT	5/14/97	87.98
MALCZYK	POLICE OFFICER	FOURTEENTH DISTRICT	7/25/96	684.00
MALIK	POLICE OFFICER	DETECTIVE DIVISION - AREA 2	3/07/96	90.00
MANNING	POLICE OFFICER	TWENTY-FOURTH DISTRICT	4/30/97	411.50
MARESSO	POLICE OFFICER	SPECIAL OPERATIONS SECTION	4/15/97	812.00
MARTIN	POLICE OFFICER	TENTH DISTRICT	5/06/97	715.00
MARTINEZ	POLICE OFFICER	TWENTY-FOURTH DISTRICT	4/30/97	757.75
MARTINEZ	POLICE OFFICER	SECOND DISTRICT	7/19/97	96.00
MASON	POLICE OFFICER	TWENTIETH DISTRICT	3/03/97	1946.70
MASON-IGBAL	POLICE OFFICER	SIXTEENTH DISTRICT	5/26/97	1326.85
MATLOB	POLICE OFFICER	SIXTH DISTRICT	4/28/97	9370.78
MAXWELL	POLICE OFFICER	THIRD DISTRICT	2/01/95	247.00
MCCARTER	POLICE OFFICER	SEVENTEENTH DISTRICT	4/04/97	40.00
MCCORMACK	POLICE OFFICER	ELEVENTH DISTRICT	4/20/97	2585.00
MCGOVERN	POLICE OFFICER	SECOND DISTRICT	3/11/97	76.00
MCKENNA	POLICE OFFICER	GANG CRIME SECTION	4/30/97	695.20
MCKENNA	POLICE OFFICER	INTELLIGENCE SECTION	9/18/96	10904.91
MCNAMEE	POLICE OFFICER	RECRUIT TRAINING	5/16/96	88.10
MELONE	POLICE OFFICER	TWELFTH DISTRICT	4/30/97	233.80
MENDEZ	POLICE OFFICER	TWELFTH DISTRICT	4/03/97	122.00
MERCADO	POLICE OFFICER	TWENTY-FIFTH DISTRICT	6/05/97	1664.90
	POLICE OFFICER	SIXTH DISTRICT	5/08/97	285.12
	POLICE OFFICER	NINETEENTH DISTRICT	4/11/96	522.00

10/28/97

REPORTS OF COMMITTEES

54675

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 10/28/97

THIRD PARTY ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
MILLER	POLICE OFFICER	SIXTEENTH DISTRICT	4/20/97	201.00
MILLER-SHEMASH	POLICE OFFICER	TENTH DISTRICT	6/08/93	1174.00
MINT	POLICE OFFICER	TWENTY-THIRD DISTRICT	4/21/95	973.50
MIRANDA	POLICE OFFICER	TWENTY-FOURTH DISTRICT	6/07/97	1048.14
MITCHELL	POLICE OFFICER	TWENTY-FOURTH DISTRICT	4/30/97	402.50
MOLITOR	POLICE OFFICER	DETECTIVE DIVISION - AREA 5	12/22/96	45.00
MONDRAGON	POLICE OFFICER	TWENTIETH DISTRICT	5/16/97	1885.70
MOORE	POLICE OFFICER	TWENTY-SECOND DISTRICT	9/07/88	55.00
MURPHY	POLICE OFFICER	TWENTY-FIRST DISTRICT	4/18/97	2450.68
MURPHY	POLICE OFFICER	TWENTY-THIRD DISTRICT	4/23/97	197.00
NASH	POLICE OFFICER	TWENTY-SECOND DISTRICT	7/02/92	987.50
NAWROCKI	POLICE OFFICER	EIGHTH DISTRICT	10/30/91	150.00
NELSON	POLICE OFFICER	TENTH DISTRICT	4/04/95	93.97
NICKLES	POLICE OFFICER	EIGHTEENTH DISTRICT	2/02/97	120.00
NIEVES	POLICE OFFICER	NINTH DISTRICT	3/21/97	248.23
NOWIK	POLICE OFFICER	FOURTEENTH DISTRICT	2/22/96	210.00
NUNEZ	POLICE OFFICER	ELEVENTH DISTRICT	2/02/97	3097.20
OGRAZY	POLICE OFFICER	TWENTY-FIFTH DISTRICT	5/02/97	215.00
OGRAZY	POLICE OFFICER	TWENTIETH DISTRICT	3/05/97	1305.00
OHARA	POLICE OFFICER	FOURTH DISTRICT	1/16/97	80.00
OLSON	POLICE OFFICER	SPECIAL OPERATIONS SECTION	1/14/97	50.00
ONEAL	POLICE OFFICER	THIRD DISTRICT	12/23/96	2957.50
OTTEN	POLICE OFFICER	FOURTH DISTRICT	12/05/96	173.04
OWENS	POLICE OFFICER	FIFTEENTH DISTRICT	4/04/97	2628.60
PAPPAS-ELIZONDO	POLICE OFFICER	TWELFTH DISTRICT	7/16/97	92.00
PARKS	POLICE OFFICER	FIFTEENTH DISTRICT	3/24/97	100.00
PERPIONAN	POLICE OFFICER	FIFTH DISTRICT	6/22/97	397.10
PETERSEN	POLICE OFFICER	SIXTEENTH DISTRICT	5/05/97	538.35
PETERSON	POLICE OFFICER	MAJOR ACCIDENT INVESTIGATION U	6/09/97	557.00
PHILLIPS	POLICE OFFICER	SEVENTH DISTRICT	9/07/96	1517.60
PIERSON	POLICE OFFICER	FOURTH DISTRICT	4/30/97	311.00
PIETRZAK	POLICE OFFICER	NINTH DISTRICT	4/07/97	397.12
PLACHNO	POLICE OFFICER	TWENTIETH DISTRICT	4/14/97	1140.25
PRETE	POLICE OFFICER	SIXTEENTH DISTRICT	4/18/97	1332.20
PREWOZNIK	POLICE OFFICER	SEVENTEENTH DISTRICT	4/18/97	2729.15
PRSKALO	POLICE OFFICER	FIFTH DISTRICT	4/11/97	43.60
PTAK	POLICE OFFICER	MAJOR ACCIDENT INVESTIGATION U	3/02/97	11080.29
GUINN	POLICE OFFICER	SIXTH DISTRICT	5/30/97	132.00
RACZKA	POLICE OFFICER	TWENTY-THIRD DISTRICT	3/20/97	148.00
RACZKE	POLICE OFFICER	ELEVENTH DISTRICT	5/21/97	275.50
RIBICARDI	POLICE OFFICER	SEVENTEENTH DISTRICT	4/04/97	683.70
RICHARDSON	POLICE OFFICER	TWENTIETH DISTRICT	5/16/97	602.00
RIDGNER	POLICE OFFICER	SIXTH DISTRICT	3/22/94	90.00
RILEY	POLICE OFFICER	SEVENTH DISTRICT	3/07/97	332.51
RIVERA	POLICE OFFICER	TWENTY-FIFTH DISTRICT	1/05/96	10018.24
RODRIGUEZ	POLICE OFFICER	TENTH DISTRICT	4/24/97	182.00
RODRIGUEZ	POLICE OFFICER	TWENTY-THIRD DISTRICT	8/23/96	160.00
RODRIGUEZ	POLICE OFFICER	VICE CONTROL SECTION	4/21/97	1989.80
RODRIGUEZ	POLICE OFFICER	VICE CONTROL SECTION	5/23/97	453.75

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 10/28/97

THIRD PARTY ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
ROBALES	POLICE OFFICER	SIXTH DISTRICT	2/21/95	100.00
ROBB JR	POLICE OFFICER	FIFTH DISTRICT	6/14/97	47.93
ROSSI	POLICE OFFICER	NINTH DISTRICT	3/06/95	2193.75
ROUNDS	POLICE OFFICER	FIFTH DISTRICT	4/06/97	2193.23
RUIZ	POLICE OFFICER	SIXTEENTH DISTRICT	8/17/96	65.00
SANCHEZ	POLICE OFFICER	FOURTEENTH DISTRICT	4/27/97	245.45
SANCHEZ	POLICE OFFICER	TWENTY-FOURTH DISTRICT	6/07/97	112.70
SANDERS	POLICE OFFICER	THIRD DISTRICT	5/29/97	3250.35
SANFILIPPO	POLICE OFFICER	TWENTY-FIRST DISTRICT	4/18/97	491.55
SANBONE	POLICE OFFICER	TENTH DISTRICT	6/14/97	2226.55
SCHULTZ	POLICE OFFICER	EIGHTH DISTRICT	3/20/95	108.00
SCOBES	POLICE OFFICER	SIXTEENTH DISTRICT	1/27/97	196.00
SEABERRY	POLICE OFFICER	FIFTEENTH DISTRICT	5/31/97	31.98
SEIBEL	POLICE OFFICER	SIXTEENTH DISTRICT	4/19/97	439.40
SENIOR	POLICE OFFICER	DETECTIVE DIVISION - AREA 1	4/18/97	380.00
SERBEN	POLICE OFFICER	TWENTY-THIRD DISTRICT	5/10/97	97.00
SHEBISH	POLICE OFFICER	FOURTEENTH DISTRICT	3/30/97	22.75
SHEEHAN	POLICE OFFICER	TWENTY-SECOND DISTRICT	1/04/97	1711.00
SIMKUS	POLICE OFFICER	TWENTY-FIRST DISTRICT	1/28/96	255.00
SKORACZEWSKI	POLICE OFFICER	NINTH DISTRICT	4/07/97	451.57
SKONIEWICZ	POLICE OFFICER	VICE CONTROL SECTION	5/23/97	628.63
SOLIS-WEEMS	POLICE OFFICER	FOURTEENTH DISTRICT	2/03/97	89.00
SOTO	POLICE OFFICER	TENTH DISTRICT	5/16/97	1427.75
SPECHT-CAPASSO	POLICE OFFICER	FIFTEENTH DISTRICT	7/08/97	49.00
SPELLMAN	POLICE OFFICER	NINTH DISTRICT	5/10/97	164.30
STEC	POLICE OFFICER	EIGHTH DISTRICT	5/14/97	654.66
STEPHENS	POLICE OFFICER	SEVENTH DISTRICT	6/13/77	273.00
STEWART	POLICE OFFICER	FIRST DISTRICT	5/26/97	1618.40
STONE	POLICE OFFICER	DETECTIVE DIV AREA 6 VIOLENT C	9/26/88	96.60
STROCCHIA	POLICE OFFICER	TENTH DISTRICT	5/06/97	1102.00
STROCCHIA	POLICE OFFICER	TENTH DISTRICT	6/14/97	91.57
STRONG	POLICE OFFICER	SECOND DISTRICT	5/04/97	511.70
SUCHOCKI	POLICE OFFICER	SEVENTH DISTRICT	3/30/97	597.29
BUTTON	POLICE OFFICER	SEVENTH DISTRICT	4/19/97	775.16
TAYLOR	POLICE OFFICER	SEVENTH DISTRICT	3/19/97	9927.13
TEFFT	POLICE OFFICER	TWENTY-FIFTH DISTRICT	3/18/97	329.20
TENTON	POLICE OFFICER	FIRST DISTRICT	6/02/97	425.00
THOMAS	POLICE OFFICER	FIFTH DISTRICT	4/02/96	384.00
THOMASIK	POLICE OFFICER	SIXTH DISTRICT	1/12/97	19.32
TOMASZENSKI	POLICE OFFICER	EIGHTEENTH DISTRICT	6/13/97	50.00
TOOLEB	POLICE OFFICER	SEVENTH DISTRICT	3/07/97	994.05
TORTORIELLO	POLICE OFFICER	TWENTY-FIFTH DISTRICT	3/05/96	53.00
TRAFICANTI	POLICE OFFICER	EIGHTEENTH DISTRICT	6/04/97	8425.99
UGINCHUB	POLICE OFFICER	SEVENTEENTH DISTRICT	4/18/97	1076.90
UGOREK	POLICE OFFICER	FIFTEENTH DISTRICT	9/11/95	180.00
UTTER	POLICE OFFICER	TWENTY-FIRST DISTRICT	3/23/97	2810.60
UTZ	POLICE OFFICER	SEVENTEENTH DISTRICT	10/23/95	1937.25
VELAZQUEZ	POLICE OFFICER	TWENTY-FOURTH DISTRICT	10/09/96	69.00
VERNAGALLO	POLICE OFFICER	SIXTEENTH DISTRICT	11/11/96	478.60

10/28/97

REPORTS OF COMMITTEES

54677

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 10/28/97

THIRD PARTY ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
VILLAREAL	FRANK R	POLICE OFFICER	6/07/97	100.00
WAGER	GARY	POLICE OFFICER	3/30/97	17661.35
WASHINGTON	AARON C	POLICE OFFICER	7/19/96	353.30
WASHLOW	WILLIAM O	POLICE OFFICER	3/27/97	7082.57
WATERS	MILTON	POLICE OFFICER	6/16/97	3114.79
WATSON	FLORENCE	POLICE OFFICER	4/03/96	182.00
WEIR	GEORGE W	POLICE OFFICER	2/26/97	48.00
WEYER	CHARLES	POLICE OFFICER	6/26/97	137.00
WHITEMAN	ROBERT M	POLICE OFFICER	12/31/95	1429.20
WILLIAMS	ROBERT	POLICE OFFICER	1/21/97	58.00
WILLIAMSON	JAMES	POLICE OFFICER	5/27/97	296.00
WILLIS	ANDRE	POLICE OFFICER	5/30/97	332.00
WINTERS	EDDIE	POLICE OFFICER	4/10/97	192.70
WISER	ROBERT E	POLICE OFFICER	2/21/95	61.60
WORTHAM	KEVIN	POLICE OFFICER	4/20/97	1660.42
YANCEY	TRACEY M	POLICE OFFICER	3/17/97	1876.75
BAUMGARTNER	JAMES	PARAMEDIC	5/22/84	75.00
DENEEN	DANIEL	CAPTAIN	7/16/95	520.00
DYER	JOHN	FIREFIGHTER	9/09/92	2753.00
HARRIS	DENNIS	FIREFIGHTER	1/31/89	456.00
KUKUNYO	JAMES	FIREFIGHTER	1/31/89	59.42
MATHEWS	MARLON	ENGINEER	6/11/97	672.00
MUELLER	ERNST	ENGINEER	12/20/96	225.25
SCHOENECKER	MICHAEL	CAPTAIN	7/16/96	76.80
SIPUBICH	MICHAEL J	PARAMEDIC	3/03/97	451.00
		ELEVENTH DISTRICT		
		FOURTEENTH DISTRICT		
		THIRD DISTRICT		
		EIGHTEENTH DISTRICT		
		FIFTH DISTRICT		
		ELEVENTH DISTRICT		
		FOURTH DISTRICT		
		FIRST DISTRICT		
		SEVENTEENTH DISTRICT		
		SIXTH DISTRICT		
		TWELFTH DISTRICT		
		SIXTH DISTRICT		
		THIRD DISTRICT		
		SIXTH DISTRICT		
		ELEVENTH DISTRICT		
		THIRD DISTRICT		
		DISTRICT RELIEF 4		
		DISTRICT RELIEF 3		
		TRUCK 33		
		TRUCK 15		
		ENGINE COMPANY 49		
		DISTRICT RELIEF 5		
		UNKNOWN		
		UNKNOWN		
		AMBULANCE 33		

AUTHORIZATION FOR PAYMENT OF MISCELLANEOUS
REFUNDS, COMPENSATION FOR PROPERTY
DAMAGE, ET CETERA.

The Committee on Finance submitted the following report:

CHICAGO, October 28, 1997.

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.

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 Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Frias, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 47.

Nays -- None.

Alderman Natarus 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 and final settlement of each claim on the date and location by type of claim, with said amount to be charged to the activity and account specified as follows:

Damage To Property.

*Department Of Police:
Account Number 100-99-2005-0934-0934.*

Name And Address	Date And Location	Amount
Dorothy Brengettcy 1127 North Keystone Avenue Chicago, Illinois 60651	11/18/96 1127 North Keystone Avenue	\$1,450.00
The Townhouse Apartments In care of John L. Price Apartment 1201 7022 South South Shore Drive Chicago, Illinois 60649	3/23/97 7022 South South Shore Drive	1,112.00
John Wilkerson 5013 West Bloomingdale Avenue Chicago, Illinois 60639	3/21/97 5013 West Bloomingdale Avenue	460.00 590.00*

* To City of Chicago, Bureau of Parking

Damage To Vehicle.

*Department Of Police:
Account Number 100-99-2005-0934-0934.*

Name And Address	Date And Location	Amount
Julio Cesar Caballos and State Farm Insurance Company Post Office Box 370568 Attention: Livy Raiano Decatur, Georgia 30037	12/21/96 1901 West Pershing Road	\$ 839.00
Francisco Campos and Illinois Founders Insurance Company 3425 North Cicero Avenue Chicago, Illinois 60641	2/22/97 6400 South Western Avenue	883.00 170.00*
Blake Todd Dancer 1925 Cherokee Trail Drive Knoxville, Tennessee 37920	1/7/97 West Belmont Avenue and North Damen Avenue	1,893.00 140.00*
Clifford E. Larson 316 West Kendall Drive Yorkville, Illinois 60560	7/7/96 O'Hare Terminal Number 1	400.00
Curtis L. Mackfield Unit 902 605 West Madison Street Chicago, Illinois 60661	3/26/97 1400 West Congress Parkway	250.00

* To City of Chicago, Bureau of Parking

Damage To Vehicle.

*Department Of Revenue:
Account Number 100-99-2005-0934-0934.*

Name And Address	Date And Location	Amount
Squidnum Parducci, Inc. 5448 South Ridgewood Court Chicago, Illinois 60615	5/14/97 22 West Hubbard Street	\$2,073.00

Damage To Property.

*Department Of Sewers:
Account Number 314-99-2005-0934-0934.*

Name And Address	Date And Location	Amount
Ameritech 15th Floor 722 North Broadway Milwaukee, Wisconsin 53202	10/6/95 5844 South Wood Street	\$ 939.00
Ameritech of Illinois File 95-2767 Room HQ2H 212 West Washington Boulevard Chicago, Illinois 60606	8/7/95 East 53rd and South Prairie Avenue	189.00
The Peoples Gas Light and Coke Company File 96-0-720 19th Floor 130 East Randolph Street Chicago, Illinois 60601	11/20/96 9221 South Essex Avenue	616.00

Name And Address	Date And Location	Amount
The Peoples Gas Light and Coke Company File 96-0-737 19th Floor 130 East Randolph Street Chicago, Illinois 60601	12/6/96 640 East Bowen Avenue	\$ 648.00
The Peoples Gas Light and Coke Company File 97-0-190 19th Floor 130 East Randolph Street Chicago, Illinois 60601	5/6/97 7017 South Stewart Avenue	433.00
The Peoples Gas Light and Coke Company File 96-0-637 19th Floor 130 East Randolph Street Chicago, Illinois 60601	10/10/97 6522 South Kedvale Avenue	1,053.00
The Peoples Gas Light and Coke Company File 96-0-721 19th Floor 130 East Randolph Street Chicago, Illinois 60601	11/22/96 4134 South Lake Park Avenue	1,455.00
The Peoples Gas Light and Coke Company File 96-0-767 19th Floor 130 East Randolph Street Chicago, Illinois 60601	12/23/96 8454 South Crandon Avenue	394.00
The Peoples Gas Light and Coke Company File 97-0-174 19th Floor 130 East Randolph Street Chicago, Illinois 60601	4/23/97 7720 South Burnham Avenue	672.00

10/28/97

REPORTS OF COMMITTEES

54683

Name And Address	Date And Location	Amount
The Peoples Gas Light and Coke Company File 97-0-143 19th Floor 130 East Randolph Street Chicago, Illinois 60601	4/3/97 5729 South Kenwood Avenue	\$ 394.00
The Peoples Gas Light and Coke Company File 97-0-11 19th Floor 130 East Randolph Street Chicago, Illinois 60601	1/8/97 11100 South Ashland Avenue	377.00
The Peoples Gas Light and Coke Company File 96-0-756 19th Floor 130 East Randolph Street Chicago, Illinois 60601	12/19/96 559 East 37th Street	714.00
The Peoples Gas Light and Coke Company File 96-0-559 19th Floor 130 East Randolph Street Chicago, Illinois 60601	9/13/96 4701 South Marshfield Avenue	1,588.00
The Peoples Gas Light and Coke Company File 97-0-269 19th Floor 130 East Randolph Street Chicago, Illinois 60601	5/29/97 8222 South Morgan Street	549.00

Damage To Vehicle.

*Department Of Sewers:
Account Number 314-99-2005-0934-0934.*

Name And Address	Date And Location	Amount
Venesa L. Anderson Apartment 2E 7526 North Ridge Boulevard Chicago, Illinois 60645	7/16/94 3027 East Howard Street	\$ 147.00
Carolyn Barber 12336 South Union Avenue Chicago, Illinois 60628	2/22/97 1325 West 87th Street	50.00
Jennifer Lee Bieniek 3936 West 71st Street Chicago, Illinois 60629	3/3/97 1325 West 43rd Street	802.00
Darnell Bonds Unit 203 6540 South Woodlawn Avenue Chicago, Illinois 60637	4/4/97 2415 East 74th Street	28.00 125.00*
Maria Padilla 4449 South St. Louis Avenue Chicago, Illinois 60632	3/12/97 West Garfield and North Morgan Street	176.00*
John Coleman, Jr. 8540 South Calumet Avenue Chicago, Illinois 60619	7/17/96 224 East 86th Street	277.00
Anita Jeznach 1st Floor 3403 North Hamlin Avenue Chicago, Illinois 60619	6/14/96 3800 West Roscoe Street	290.00 50.00*

* To City of Chicago, Bureau of Parking

Name And Address	Date And Location	Amount
Karen's Kartage, Inc. 4400 South Racine Avenue Chicago, Illinois 60609	1/2/96 4332 South Ellis Avenue	\$1,108.00
Tat Y. Mui 9109 Luna Avenue Morton Grove, Illinois 60053	8/1/96 North Fairfield Avenue and West Arthur Avenue	435.00 100.00*
Josephine Pauss 3636 North Nora Avenue Chicago, Illinois 60634	1/3/97 3636 North Nora Avenue (in alley)	45.00
Linda Rodriguez 6715 South Kenneth Avenue Chicago, Illinois 60629	9/14/96 4500 South Keating Avenue	353.00
Antonio Salcedo 3632 West 81st Place Chicago, Illinois 60652	6/18/96 5300 South Pulaski Road	698.00
Brian Scott Skoczylas 1026 Louise Lane Joliet, Illinois 60436	5/5/96 2000 West 31st Place	234.00
Valarie Space 17207 Greenbay Avenue Lansing, Illinois 60438	10/4/96 7913 South Stony Island Avenue	528.00 50.00*
Joseph E. Wanner Apartment 404 360 East Randolph Street Chicago, Illinois 60601	12/24/96 201 West Division Street	375.00

* To City of Chicago, Bureau of Parking

Damage To Property.

*Department Of Streets And Sanitation/Bureau Of Streets:
Account Number 300-99-2005-0934-0934.*

Name And Address	Date And Location	Amount
Roger N. Hardy 2521 West Coyle Avenue Chicago, Illinois 60645	8/21/96 2521 West Coyle Avenue	\$600.00

Damage To Vehicle.

*Department Of Streets And Sanitation/Bureau Of Streets:
Account Number 300-99-2005-0934-0934.*

Name And Address	Date And Location	Amount
Kenneth L. Barksdale 2814 East 78th Street Chicago, Illinois 60649	2/16/97 8706 South Stony Island Avenue	\$ 86.00
Zena Syness Byers-Rogers 14324 University Avenue Dolton, Illinois 60419	2/23/97 3800 West Van Buren Street	68.00
Theresa Reed-Braggs 1753 North Austin Boulevard Chicago, Illinois 60639	5/2/97 3205 South Ashland Avenue	112.00*

* To City of Chicago, Bureau of Parking

10/28/97

REPORTS OF COMMITTEES

54687

Name And Address	Date And Location	Amount
Wilbur House 7345 South Maplewood Avenue Chicago, Illinois 60629	1/2/97 1617 West 71st Street	\$ 38.00*
Keith W. Johnson Unit 2W 4718 North Olcott Harwood Heights, Illinois 60656	3/13/97 4802 West Lawrence Avenue	161.00*
John Demario 1523 Gunderson Berwyn, Illinois 60402	1/21/97 1030 West North Avenue	512.00
Enrique Gandza P. O. Box 3244 Skokie, Illinois 60076	4/20/97 3480 Lake Shore Drive	275.00
Jerry Garmon 9007 South Euclid Avenue Chicago, Illinois 60617	6/7/97 East 111th and South Corliss Avenue	5.00 60.00*
Jean Glovsky 55 Mark Drive Hawthorne Woods, Illinois 60047	2/26/97 West Grand Avenue near North Jefferson Street	229.00
Suzanne Hanes 16350 Mark Lane Tinley Park, Illinois 60477	6/16/97 11000 South Prospect Avenue	276.00
Oliver L. Hardimon Unit 301 1760 West Highland Avenue Chicago, Illinois 60660	6/2/97 2200 North Lake Shore Drive	58.00

* To City of Chicago, Bureau of Parking

Name And Address	Date And Location	Amount
Robert Harlan 7439 South St. Lawrence Avenue Chicago, Illinois 60619	2/19/97 East 78th and South Burnham Avenue	\$162.00
Charles Janda and U.S.A.A. Insurance Company Reference Number 4075041-7101-2-1562 9800 Fredericksburg Road San Antonio, Texas 78288	11/19/96 2100 South Cortland Street	785.00
Richard T. Lites 17714 Presidents Drive Homewood, Illinois 60430	2/22/97 8500 South Stony Island Avenue	209.00 470.00*
Diana Martin-Akhtar Apartment 36 5 Arrowhead Drive Algonquin, Illinois 60102	6/7/97 7720 South Western Avenue	89.00
Debra Montgomery 3215 South Princeton Avenue Chicago, Illinois 60616	1/30/97 3060 South Archer Avenue	97.00
Holli Newburger 1103 Emerson Vernon Hills, Illinois 60061	3/23/97 200 North Ashland Avenue	87.00
John F. O'Brien 2303 West Cullom Avenue Chicago, Illinois 60618	5/20/97 2232 West Cullom Avenue	220.00

* To City of Chicago, Bureau of Parking

10/28/97

REPORTS OF COMMITTEES

54689

Name And Address	Date And Location	Amount
Susan M. Pierson 29 Johnson Point Road Branford, Connecticut 06405	6/9/97 1311 West Winnemac Avenue	\$ 486.00
Emanuele Plaschka 819 West Belden Avenue Chicago, Illinois 60614	5/17/97 1730 West Fullerton Avenue	154.00
Carrine Purnell and Universal Casualty Company 7280 North Caldwell Niles, Illinois 60741	6/9/96 1615 East 63rd Street	1,751.30 330.00*
Carol Spinasant and State Farm Insurance Company 160 Industrial Drive Elmhurst, Illinois 60126	12/11/96 Location unknown	690.00 50.00*
Benny Stubblefield 4558 South Lawler Avenue Chicago, Illinois 60638	4/26/96 5517 South State Street	64.00
Barbara Zaluska 15 Fillmore Lane Streamwood, Illinois 60107	1/21/97 400 West North Avenue	510.00

Damage To Vehicle.

*Department Of Transportation/Bureau Of Traffic:
Account Number 300-99-2005-0934-0934.*

Name And Address	Date And Location	Amount
Willie Dee Barker 6739 South Carpenter Street Chicago, Illinois 60621	6/19/97 6000 South Dorchester Avenue	\$1,595.00

* To City of Chicago, Bureau of Parking

Name And Address	Date And Location	Amount
Maria Perez 1006 West 20th Place Chicago, Illinois 60608	4/20/93 1006 West 20th Place	\$ 79.00

Damage To Property.

*Department Of Transportation/Department Of Special Services:
Account Number 300-99-2005-0934-0934.*

Name And Address	Date And Location	Amount
Juan Cruz 1701 West 21st Place Chicago, Illinois 60608	3/19/97 1701 West 21st Place	\$ 40.00 335.00*

Personal Damage.

*Department Of Water/Water Meter Division:
Account Number 200-99-2005-0934-0934.*

Name And Address	Date And Location	Amount
Safet Durakovic 2808 West Bryn Mawr Avenue Chicago, Illinois 60659	5/22/97 2808 West Bryn Mawr Avenue	\$587.00

* To City of Chicago, Bureau of Parking

Damage To Property.

*Department Of Water/Bureau Of Water Distribution:
Account Number 200-99-2005-0934-0934.*

Name And Address	Date And Location	Amount
Pink Gavin 1510 South Christiana Avenue Chicago, Illinois 60623	4/13/95 1510 South Christiana Avenue	\$1,010.00 490.00*
The Peoples Gas Light and Coke Company File 97-0-347 19th Floor 130 East Randolph Street Chicago, Illinois 60601	7/14/97 11139 South Avenue O	424.00
The Peoples Gas Light and Coke Company File 97-0-326 19th Floor 130 East Randolph Street Chicago, Illinois 60601	7/3/97 1105 -- 1107 West 69th Street	316.00
The Peoples Gas Light and Coke Company File 97-0-81 19th Floor 130 East Randolph Street Chicago, Illinois 60601	3/13/97 4000 West Belden Avenue	666.00
The Peoples Gas Light and Coke Company File 97-0-254 19th Floor 130 East Randolph Street Chicago, Illinois 60601	5/29/97 3048 South Homan Avenue	375.00

* To City of Chicago, Bureau of Parking

Name And Address	Date And Location	Amount
The Peoples Gas Light and Coke Company File 97-0-310 19th Floor 130 East Randolph Street Chicago, Illinois 60601	6/20/96 1918 North Neva Avenue	\$1,251.00
The Peoples Gas Light and Coke Company File 97-0-297 19th Floor 130 East Randolph Street Chicago, Illinois 60601	6/23/97 1911 North Fremont Street	355.00
The Peoples Gas Light and Coke Company File 97-0-282 19th Floor 130 East Randolph Street Chicago, Illinois 60601	6/9/97 4333 North Bell Avenue	569.00
The Peoples Gas Light and Coke Company File 97-0-279 19th Floor 130 East Randolph Street Chicago, Illinois 60601	6/10/97 1971 North Fremont Street	510.00
The Peoples Gas Light and Coke Company File 97-0-278 19th Floor 130 East Randolph Street Chicago, Illinois 60601	6/9/97 4547 North Kasson Avenue	627.00
The Peoples Gas Light and Coke Company File 97-0-270 19th Floor 130 East Randolph Street Chicago, Illinois 60601	6/5/97 4313 North Bell Avenue	315.00

10/28/97

REPORTS OF COMMITTEES

54693

Name And Address	Date And Location	Amount
The Peoples Gas Light and Coke Company File 97-0-281 19th Floor 130 East Randolph Street Chicago, Illinois 60601	6/12/97 6752 South Union Avenue	\$258.00
The Peoples Gas Light and Coke Company File 97-0-288 19th Floor 130 East Randolph Street Chicago, Illinois 60601	6/19/97 1217 East 56th Street	492.00
The Peoples Gas Light and Coke Company File 97-0-327 19th Floor 130 East Randolph Street Chicago, Illinois 60601	7/3/97 1443 East 56th Street	375.00

Damage To Vehicle.

*Department Of Water/Bureau Of Water Distribution:
Account Number 200-99-2005-0934-0934.*

Name And Address	Date And Location	Amount
Michael S. Fagan Unit 1N 2612 West Montrose Avenue Chicago, Illinois 60618	2/27/97 2750 West Diversey Avenue	\$103.00
Bruno Holzman and Allstate Insurance Company P. O. Box 227257 Dallas, Texas 75222	6/10/97 West 78th and South Fielding Avenue	782.00

Name And Address	Date And Location	Amount
David and Lourdes Ramirez 5421 South Talman Avenue Chicago, Illinois 60632	4/14/97 2901 West Cermak Road	\$ 725.00 150.00*
Howard Shoob and State Farm Insurance Company 160 Industrial Drive Elmhurst, Illinois 60126	4/14/97 5546 West Belmont Avenue	1,178.00

Damage To Vehicle.

*Department Of Fire:
Account Number 100-99-2005-0934-0934.*

Name And Address	Date And Location	Amount
Adolfo Torres 2418 North Maplewood Avenue Chicago, Illinois 60647	9/26/96 2418 North Maplewood Avenue	\$120.00*
Angelo Katsoulis 3239 West Bryn Mawr Avenue Chicago, Illinois 60659	5/20/97 5200 West Montrose Avenue	512.00 195.00*
Richard Purham 945 West Vermont Street Chicago, Illinois 60643	5/30/97 11012 South Michigan Avenue	506.00 360.00*
Jonathan C. Smith Apartment 202 854 West Cornelia Avenue Chicago, Illinois 60657	5/31/97 North Fremont Street and West Cornelia Avenue	789.00

* To City of Chicago, Bureau of Parking

Damage To Vehicle.

*Department Of Streets And Sanitation/Bureau Of Electricity:
Account Number 100-99-2005-0934-0934.*

Name And Address	Date And Location	Amount
Leith Naugle 844 North Keystone Avenue Chicago, Illinois 60651	2/21/97 2036 South Michigan Avenue	\$1,663.00
Roy M. Remer and Automotive Rentals, Inc. P. O. 5039 Mount Laurel, New Jersey 08054	11/17/96 2642 West Logan Boulevard	352.00 270.00*
Yolanda Williams 710 East 80th Street Chicago, Illinois 60619	4/6/97 710 East 80th Street	352.00

Damage To Vehicle.

*Department Of Streets And Sanitation/Bureau Of Equipment:
Account Number 300-99-2005-0934-0934.*

Name And Address	Date And Location	Amount
Yong Luo and State Farm Insurance Company 2633 West Addison Street Chicago, Illinois 60618 Attention: Kara Wilson	10/14/96 During towing	\$353.00 30.00*
Dequonce A. Marbury 14905 South Campbell Harvey, Illinois 60426	7/1/96 During towing	283.00 60.00*

* To City of Chicago, Bureau of Parking

Name And Address	Date And Location	Amount
Erik Vernon Nord 114 Routh 39 North Sherman, Conneticut 06784	4/4/97 During towing	\$ 476.00 60.00*
Leith Naugle 844 North Keystone Avenue Chicago, Illinois 60651	2/21/97 2036 South Michigan Avenue	1,663.00
Roy M. Remer and Automotive Rentals, Inc. P. O. 5039 Mount Laurel, New Jersey 08054	11/17/96 2642 West Logan Boulevard	352.00 270.00*
Yolanda Williams 710 East 80th Street Chicago, Illinois 60619	4/6/97 710 East 80th Street	352.00

Damage To Vehicle.

*Department Of Streets And Sanitation/Bureau Of Equipment:
Account Number 300-99-2005-0934-0934.*

Name And Address	Date And Location	Amount
Yong Luo and State Farm Insurance Company 2633 West Addison Street Chicago, Illinois 60618 Attention: Kara Wilson	10/14/96 During towing	\$353.00 30.00*
Dequonce A. Marbury 14905 South Campbell Harvey, Illinois 60426	7/1/96 During towing	283.00 60.00*

* To City of Chicago, Bureau of Parking

Name And Address	Date And Location	Amount
Erik Vernon Nord 114 Routh 39 North Sherman, Conneticut 06784	4/4/97 During towing	\$ 476.00 60.00*
Jonathan Polonsky 818 Park Avenue Wilmette, Illinois 60091	5/17/97 During towing	135.00
Zhongqiang Qian 914 South Miller Street Chicago, Illinois 60607	7/2/97 During towing	407.00
Mallard Salazar 500 48th Avenue Bellwood, Illinois 60104	7/7/97 During towing	650.00
Alan M. Schapiro 1920 North Burling Street Chicago, Illinois 60614	5/12/96 During towing	49.00
Selena Thompson 1636 East 69th Street Chicago, Illinois 60649	5/15/97 During towing	35.00 295.00*
Zora Wolter Apartment 3S 628 South Racine Avenue Chicago, Illinois 60607	5/8/97 During relocation	172.00 220.00*

* To City of Chicago, Bureau of Parking

Damage To Property.

*Department Of Streets And Sanitation/Bureau Of Forestry:
Account Number 100-99-2005-0934-0934.*

Name And Address	Date And Location	Amount
Henry Henton Washington 7225 South Hermitage Avenue Chicago, Illinois 60636	2/4/97 7225 South Hermitage Avenue	\$220.00

Damage To Vehicle.

*Department Of Streets And Sanitation/Bureau Of Forestry:
Account Number 100-99-2005-0934-0934.*

Name And Address	Date And Location	Amount
Horacio Jaramillo 1429 South Harvey Berwyn, Illinois 60402	3/22/96 North Avenue exit at Interstate 90-94	\$303.00

Damage To Property.

*Department Of Streets And Sanitation/Bureau Of Sanitation:
Account Number 300-99-2005-0934-0934.*

Name And Address	Date And Location	Amount
Century 21 Catlano In care of Frank Gonzalez 4907 West Fullerton Avenue Chicago, Illinois 60639	6/11/97 4907 West Fullerton Avenue	\$200.00

Damage To Vehicle.

*Department Of Streets And Sanitation/Bureau Of Sanitation:
Account Number 300-99-2005-0934-0934.*

Name And Address	Date And Location	Amount
William Barker 5467 South Ellis Avenue Chicago, Illinois 60615	6/6/97 947 East 54th Street	\$190.00 50.00*
Robert Greene 7710 South Lowe Avenue Chicago, Illinois 60620	3/21/97 4111 West Maypole Avenue	378.00
Juan J. Lopez 3447 North Ridgeway Avenue Chicago, Illinois 60618	3/10/97 North Western Avenue and West Irving Park Road	828.00*
Nicholas Maggos and State Farm Insurance Company 160 Industrial Drive Elmhurst, Illinois 60126	1/17/97 Location unknown	1,373.00 160.00*
Nereida Santa 2339 North Sawyer Avenue Chicago, Illinois 60647	11/27/96 2700 North Kedzie Avenue	1,172.00 135.00*
Jerzy Wachnik 319 Talcott Park Ridge, Illinois 60068	3/15/97 636 South Wabash Avenue	87.00 440.00

* To City of Chicago, Bureau of Parking

Damage To Vehicle.

*Department Of Streets And Sanitation/Bureau Of Street Traffic:
Account Number 300-99-2005-0934-0934.*

Name And Address	Date And Location	Amount
Greg Walker 1436 West Victoria Street Chicago, Illinois 60660	2/20/97 During towing	\$67.00 30.00*

; and

Be It Further Ordered, That the Commissioner of Water is authorized to decrease the amount due by the amount set opposite the name of the claimant, on account of underground leaks:

Name And Address	Location And Date	Amount
Anderson E. Gladney 5340 Desert Blossom Las Vegas, Nevada 89107	1332 -- 1334 West 99th Street 3/19/97 to 5/16/97	\$400.00

; and

Be It Further Ordered, That the Commissioner of Water is authorized to refund the amount due by the amount set opposite the name of the claimant, on account of underground leaks and to charge same to Account Number 200.87.2015.0952.0952:

* To City of Chicago, Bureau of Parking

10/28/97

REPORTS OF COMMITTEES

54701

Name And Address	Location And Date	Amount
Jose Vallejo 1536 North Kolin Avenue Chicago, Illinois 60651	1831 North Kimball Avenue 10/9/96 to 3/1/97	\$400.00
Helen Papuga 5241 South Kenneth Avenue Chicago, Illinois 60632	5241 South Kenneth Avenue 11/16/96 to 6/3/97	400.00

AUTHORIZATION FOR PAYMENT OF SUNDRY CLAIMS FOR
CONDOMINIUM REFUSE REBATES.

The Committee on Finance submitted the following report:

CHICAGO, October 28, 1997.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an order authorizing the payment of various condominium refuse rebate claims against the City, 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.

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 Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Frias, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 47.

Nays -- None.

Alderman Natarus 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 as follows, and charged to Account Number 100-99-2005-0939-0939:

AUTHORIZATION FOR PAYMENT OF SENIOR CITIZEN
SEWER REBATE CLAIMS.

The Committee on Finance submitted the following report:

CHICAGO, October 28, 1997.

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 rebate sewer claims, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed order transmitted herewith.

[List of claimants printed on page 54703
this Journal.]

(Continued on page 54704)

C I T Y O F C H I C A G O
COMMITTEE ON CLAIMS AND LIABILITY
REFUSE REBATE COUNCIL ORDERS--PASSED

MEETING DATE 10/28/97

CONDOMINIUM/ COOPERATIVE NAME	NO. OF ELIGIBLE UNITS	TYPE	AMOUNT OF REBATE	***** SPONSOR *****	
ANDERSON VILLAS CONDO. ASSOC.	9	ANNUAL	675.00	PATRICK J O'CONNOR	40
BYRON COURTS CONDOMINIUMS	18	ANNUAL	1,350.00	PATRICK J. LEVAR	45
CARMEN WALK CONDO ASSN.	9	ANNUAL	675.00	MARY ANN SMITH	48
CLARENDON LAKESIDE CONDO. ASSN.	6	ANNUAL	450.00	HELEN SHILLER	46
EASTWOOD MANOR CONDO. ASSN.	7	ANNUAL	525.00	THOMAS ALLEN	38
GORDON TERRANCE CONDO ASSOC.	21	ANNUAL	1,975.00	HELEN SHILLER	46
GRANVILLE TERRACE MUTUAL TRUST	116	ANNUAL	7,143.18	PATRICK J O'CONNOR	40
HOLLYWOOD TERRACE CONDO. ASSN.	58	ANNUAL	2,658.00	MARY ANN SMITH	48
IVY WALL CONDO ASSC.	12	ANNUAL	900.00	PATRICK J O'CONNOR	40
KING'S COURT CONDO. ASSN.	26	ANNUAL	1,944.00	BERNARD J. HANSEN	44
LAFAYETTE PLAZA HOUSING COOP	196	SEMI-ANNUAL	3,524.00	JOHN D. STEELE	06
LELAND COURT CONDOMINIUM ASSN.	9	ANNUAL	675.00	EUGENE C. SCHULTER	47
LOWELL HOUSE CONDO ASSOC.	36	SEMI-ANNUAL	4,620.00	BURTON F. NATARUS	42
NORWOOD COURT INC	20	ANNUAL	1,350.00	BRIAN G. DOHERTY	41
PAULINA TERRACE CONDO. ASSOC.	35	ANNUAL	1,800.00	EUGENE C. SCHULTER	47
RAVENSWOOD LOFTS CONDO. ASSOC.	21	SEMI-ANNUAL	787.50	TERRY M. GABINSKI	32
ROYDON MANOR CONDOMINIUM	18	ANNUAL	1,350.00	JOE MOORE	49
THE LELAND OF RAVENSWOOD ASSN.	13	ANNUAL	975.00	MICHAEL A. WOJCIK	30
THE RAVENSWOOD CONDOMINIUM	7	ANNUAL	525.00	EUGENE C. SCHULTER	47
THE RIVER PLAZA CONDOMINIUM	697	ANNUAL	49,580.00	BURTON F. NATARUS	42
THE SHEFFIELD BUILDING ASSN.	6	ANNUAL	450.00	BERNARD J. HANSEN	44
VIA VENETO CONDO ASSN.	6	ANNUAL	450.00	HELEN SHILLER	46
WAVELAND COURTS CONDO ASSOC.	50	ANNUAL	2,420.00	HELEN SHILLER	46
WILSHER CONDOMINIUM ASSOC.	12	ANNUAL	900.00	HELEN SHILLER	46
WINCHESTER-HOOD CO-OP EXT. B	72	ANNUAL	4,026.00	PATRICK J O'CONNOR	40
1339 N. DEARBORN CONDOMINIUM	112	SEMI-ANNUAL	2,046.00	BURTON F. NATARUS	42
1465-67 CATALPA CONDOMINIUM	6	ANNUAL	450.00	MARY ANN SMITH	48
1517-19 ROSEMONT CONDO. ASSN.	6	ANNUAL	450.00	PATRICK J O'CONNOR	40
3800 N. LAKE SHORE DRIVE	95	ANNUAL	7,125.00	HELEN SHILLER	46
4229 N. KENMORE CONDO. ASSN.	6	ANNUAL	450.00	HELEN SHILLER	46
4300 MARINE DRIVE CONDOMINIUM	90	ANNUAL	5,151.65	HELEN SHILLER	46
4414-16 N. ASHLAND CONDO.	16	ANNUAL	1,200.00	EUGENE C. SCHULTER	47
852-854 LAKESIDE CONDOMINIUM	6	ANNUAL	450.00	MARY ANN SMITH	48
930 W. MARGATE TERRACE CONDO.	6	ANNUAL	450.00	MARY ANN SMITH	48

(Continued from page 54702)

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 order transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Frias, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schuler, M. Smith, Moore, Stone -- 47.

Nays -- None.

Alderman Natarus 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 314-99-2005-9148-0938:

[List of claimants printed on page 54705 of this Journal.]

10/28/97

REPORTS OF COMMITTEES

54705

COMMITTEE ON FINANCE
SMALL CLAIMS, CITY OF CHICAGO
SEWER REBATE JOURNAL

NAME	PIH NUMBER	ALDERMAN	AMOUNT
BLUE, JOAN M.	17-10-122-022-1022	42 NATARUS	50.00
CYGAN, JADWIGA	18-02-800-009-1026	39 LAURIND	50.00
FRIEDMAN, DAVID	17-03-227-022-1152	42 NATARUS	50.00
GAST, MARY F.	17-10-214-011-1585	42 NATARUS	50.00
GREENBLATT, MARTIN	10-36-100-015-1192	50 STONE	50.00
GUGLIUZZA, PHILLIP C.	13-02-800-009-1016	39 LAURIND	50.00
HARALAMPPOPOULOS, GEORGE	13-12-114-067-1001	40 D'CONNOR	50.00
KAKIS, STANLEY	13-02-300-005-1040	39 LAURIND	50.00
KORBILAS, CHRIST P.	13-02-800-005-1019	39 LAURIND	50.00
KOSTANSKI, PHYLLIS	13-02-800-009-1025	39 LAURIND	50.00
KRZENINSKI, JOSEPHINE	17-03-215-013-1300	42 NATARUS	50.00
LUNMANN, PHILIP R.	20-11-427-025-0000	04 PRECKWINKLE	50.00
MENDOZA, ROGER A.	14-16-301-041-1339	46 SHILLER	50.00
MORAN, MARY DENNA	13-02-300-005-1004	39 LAURIND	50.00
OLSEN, MARIA T.	13-02-300-009-1012	39 LAURIND	50.00
STRUBL, JACK M.	13-02-300-009-1036	39 LAURIND	50.00
TANBURELLO, MARION	13-18-411-006-1041	38 ALLEN	50.00
VAJDIC, MIRJANA	13-02-300-009-1001	39 LAURIND	50.00
WOOD, NORMA	14-06-213-014-0000	40 D'CONNOR	50.00
		* TOTAL AMOUNT	950.00

Do Not Pass -- SUNDRY CLAIMS FOR
VARIOUS REFUNDS.

The Committee on Finance submitted the following report:

CHICAGO, October 28, 1997.

To the President and Members of the City Council:

Your Committee on Finance, Small Claims Division, to which was referred on February 26, 1992 and on subsequent dates, sundry claims as follows:

Alvarez, Juny

Bailey, Sid W.

Barden, Eloise and Allstate Insurance Company

Bennett, Cleon M.

Berdecia, Diana and Raymond and State Farm Insurance Company

Bernthal, Allen and St. Paul Insurance Company

Berry, Wilmer

Bick, Paul A. and American Ambassador Insurance Company

Binkowski, Janusz

Brady, Agienola

Braun, Mr. and Mrs. Terrence

Brown, Ann

Brown, Norman

Brown, Verelene

Butts, Verrod W.

Cambora, Dolores Mercedes

Carus, Donna

Ceballos, Julio and State Farm Insurance Company

Ciceovan, Constantin

Clark, Sandra and State Farm Insurance Company

Comer, Jaqueline J.

Conway, Thomas J.

Corbett, Florence

DeBruce, Antonio

Dockstafer, Dennis D.

Dominguez, Anthony F.

Doron, Clois

Fajardo, Edward

Figueroa, Edmundo

Gabriel Place Condo Association

Galeana, Francisco

Guerrero, Juan

Hahn, Steven

Hanley, George F. and State Farm Insurance Company

Hardimon, Oliver L.

Hodo, Arnold and State Farm Insurance Company

Hull, Juanita

James, Michael

Jasmin, Joan

Jones, Patricia and State Farm Insurance Company

Karamoutsos, George

La Grou Distribution

Love, Hattie Pearl

Luster, Rosemary and State Farm Insurance Company

Martin, Laura Anne

Martinez, Franky

Maymi, Carmelo

McInnis, Jr., Jake

Mendez, Mario and Truck Tire Company

Meyers, Karen

Morris, Shannon

Motanky, Laura

National Car Rental System, Inc.

Nieves, Allen

Nunez, Maria

O'Grady, Kevin

Opon, James

Parisse, Suzanne and Liberty Mutual Insurance

Patterson, Snellings

Peoples Gas Light and Coke Co. The (6)

Perez, Jorge and Julie A. Boynton, Attorney

Perkins, Gwendolyn

Pollak, Richard

Pratt, Eleanor

Ramadan, Haitham

Romas, Irma

Ranson, Teddy

Robinson, Mattie

Robles, Angel

Ross, Dwayne

Rouzan, Kathleen

Samos, Juanita E.

Sander, Michelle R.

Sattler, Katherine M.

Siliger, Agnes I.

Simmons, Diane

Smith, Quincy

Sotelo, Adan B.

Taylor, John

Terry, Valton K. (2)

Thau, Linda J. Carlson

Thomas, Robert E.

Thompson, Muriel C.

Tillotson, Edith B.

Toth, Philip A.

Train, Juan

Walters, William

Ward, William and State Farm Insurance Company

Warren, Sheila and State Farm Insurance Company

Wimett, Cathryn A. and State Farm Insurance Company (2)

Woodsen, Erik

Zaban, Marvin

Zielina, Augustyn

3314 N. Lake Shore Condo Association

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.

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 Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Frias, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 47.

Nays -- None.

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

Placed On File -- APPLICATIONS FOR CITY OF CHICAGO
CHARITABLE SOLICITATION (TAG DAY) PERMITS.

The Committee on Finance submitted the following report:

CHICAGO, October 28, 1997.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration four applications for City of Chicago charitable solicitation (tag day) permits:

- A. Catholic Charities of Chicago,
September 11 and 12, 1998 -- citywide;
- B. Northwestern University Dance Marathon
for La Rabida Children's Hospital and Research Center,
November 14, 1997 -- citywide;
- C. West Communities Young Men's Christian Association,
November 7 and 8, 1997 -- citywide; and
- D. Institute for International Cooperation and Development,
November 12 through 20, 1997 -- citywide,

having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Place on File* the proposed applications 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 committee's recommendation was *Concurred In* and said applications and report were *Placed on File*.

**COMMITTEE ON THE BUDGET AND
GOVERNMENT OPERATIONS.**

**AUTHORIZATION FOR SUPPLEMENTAL APPROPRIATION
AND AMENDMENT TO 1997 ANNUAL
APPROPRIATION ORDINANCE
TO REFLECT INCREASE IN
GRANT FUNDS RECEIVED
FROM FEDERAL
AGENCIES.**

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, October 28, 1997.

To the President and Members of the City Council:

Your Committee on the Budget and Government Operations, having had under consideration a proposed ordinance authorizing a supplemental appropriation and an amendment to the 1997 Annual Appropriation

Ordinance necessary to reflect an increase in the amount of funds received from federal agencies, 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.

Respectfully submitted,

(Signed) LORRAINE L. DIXON,
Chairman.

On motion of Alderman Dixon, 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, Steele, Beavers, Dixon, Shaw, Buchanan, Frias, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone --47.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The Annual Appropriation Ordinance for the Year 1997 of the City of Chicago (the "City") contains estimates of revenues receivable as grants from agencies of the state and federal governments and public and private agencies; and

WHEREAS, In accordance with Section 8 of such Annual Appropriation Ordinance the heads of various departments and agencies of the City have applied to agencies of the state and federal governments and public and private agencies for grants to the City for various purposes; and

WHEREAS, The amount of grant funds awarded to the City by these entities for specific grant programs has exceeded the amount of revenues estimated from those sources; and

WHEREAS, It is beneficial to the City to appropriate such additional revenues; and

WHEREAS, The City, through its Department of Health, has been awarded additional federal grant funds in the amount of Ninety-three Thousand Dollars (\$93,000) by the United States Department of Health and Human Services, which will be used for the AIDS Surveillance and Seroprevalence program; now, therefore,

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

SECTION 1. The sum of Ninety-three Thousand Dollars (\$93,000) not previously appropriated, representing increased grant awards, has become available for appropriation for the year 1997.

SECTION 2. The sum of Ninety-three Thousand Dollars (\$93,000) not previously appropriated is hereby appropriated from Fund 925 -- Grant Funds for the year 1997, and the Annual Appropriation Ordinance for the Year 1997, as amended, is hereby further amended by striking the words and figures and by adding the words and figures indicated in the attached Exhibit A.

SECTION 3. This ordinance shall be in full force and effect upon its passage and approval.

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

Exhibit "A".

Amendments To The Year 1997 Appropriation Ordinance.

925 -- Grant Funds

Code	Department And Item	Strike Amount	Add Amount
	Estimate of Grant Revenue for 1997		
	Awards from Agencies of the Federal Government	\$694,601,093	\$694,694,093

Code	Department And Item	Strike Amount	Add Amount
41	Department Of Health:		
	AIDS Surveillance and Seroprevalence	\$ 558,000	\$ 651,000

AMENDMENT OF ORDINANCES WHICH AUTHORIZED
IMPLEMENTATION OF VARIOUS MODIFICATIONS
TO EMPOWERMENT ZONE PROJECTS.

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, October 28, 1997.

To the President and Members of the City Council:

Your Committee on the Budget and Government Operations, having had under consideration a proposed ordinance authorizing amendments to ordinances previously passed necessary to implement various modifications to empowerment zone projects, 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.

Respectfully submitted,

(Signed) LORRAINE L. DIXON,
Chairman.

On motion of Alderman Dixon, 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, Steele, Beavers, Dixon, Shaw, Buchanan, Frias, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 47.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, In Title XIII of the Omnibus Budget Reconciliation Act of 1993 (Public Law 103-66), the Congress of the United States authorized the United States Department of Housing and Urban Development ("H.U.D.") to designate not more than six (6) empowerment zones and not more than sixty-five (65) enterprise communities in urban areas of the United States; and

WHEREAS, Empowerment zones and enterprise communities are intended to be areas of concentrated economic development activity, developed through implementation of strategic plans involving economic opportunity, sustainable community development, community-based partnership, and strategic vision for change of the affected community; and

WHEREAS, Pursuant to ordinances passed by the City Council of the City of Chicago on April 13, 1994 (published at pages 48392 -- 48393 of the Journal of Proceedings of the City Council of that date), and on May 18, 1994 (published at pages 50685 -- 50708 of the Journal of Proceedings of the City Council of that date), the City's Commissioner ("Commissioner") of the Department of Planning and Development (the "Department") submitted the City's application ("Strategic Plan") for designation of one (1) empowerment zone and/or one (1) or more enterprise communities within eligible areas in the City; and

WHEREAS, H.U.D. approved the City's application for designation of an empowerment zone on December 21, 1994, making the City eligible to receive a minimum of One Hundred Million Dollars (\$100,000,000) in Title XX funds from the United States Department of Health and Human Services; and

WHEREAS, Pursuant to Chapter 2-151 of the Municipal Code of Chicago, the Empowerment Zone/Enterprise Community Coordinating Council ("Coordinating Council") was created for various purposes related to the empowerment zone and enterprise communities, including the coordination of the implementation and periodic revision of E.Z./E.C. Strategic Plan,

advising the City and other participating governments on all aspects of Strategic Plan Implementation, including allocation of empowerment zone/enterprise community funds ("E.Z. Funds") awarded to the City for its E.Z. in accordance with the Strategic Plan; and to receive, review and make recommendations on all application for allocations of E.Z. Funds; and

WHEREAS, Chapter 2-151 also provides that the Coordinating Council shall submit its recommendations for use of E.Z. Funds to the City Council for final action; and

WHEREAS, The Coordinating Council has issued requests for proposals for the use of E.Z. Funds, has considered various proposals, and has recommended approval of several proposals to the City Council of the City; and

WHEREAS, Based upon the recommendations of the Coordinating Council, the City Council has passed certain ordinances authorizing the Commissioner to provide E.Z. Funds to certain applicants described in these ordinances to perform the projects described in the ordinances; and

WHEREAS, Due to changing circumstances which occurred after the passage by the City Council of these ordinances, certain of these projects, as listed below in this ordinance, have changed in nature, although the amount of E.Z. Funds to be disbursed to these applicants subject to the terms of the earlier ordinances will remain the same; and

WHEREAS, The Coordinating Council has approved the revisions to the project descriptions contained in Section 2 of this ordinance; and

WHEREAS, The amendment to the project description contained in Section 3 of this ordinance has not yet been submitted to the Coordinating Council, but it is anticipated that such amendment will be submitted to the Coordinating Council in the near future; and

WHEREAS, The Department wishes the City Council to approve the revisions to the project descriptions contained in Sections 2 and 3 of this ordinance; and

WHEREAS, Because the Coordinating Council has not yet approved the revision to the project description contained in Section 3 of this ordinance, it has been requested that the amendment to the project description contained in Section 3 be approved by the City Council, subject to the subsequent approval of this amendment by the Coordinating Council; and

WHEREAS, In light of the changing nature of market conditions affecting these projects, the City Council wishes to authorize the Commissioner, upon receiving the recommendation of the Coordinating Council, to make further changes to the project descriptions and to make such further changes as he deems reasonably necessary to implement such recommendations, provided that these changes do not affect the aggregate amount of E.Z. Funds which will be expended on the projects; now, therefore,

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

SECTION 1. The above recitals are hereby incorporated herein.

SECTION 2. The project descriptions contained in the ordinances identified below shall be revised as follows:

A. The description of Project Number 048, which appears in an ordinance passed by the City Council on September 11, 1996 and which was published in the Journal of Proceedings of the City Council at page 28165 of that date, shall be revised as follows:

Mexican Fine Arts Museum

Project Number:	048
Organization Address:	1852 West 19th Street Chicago, Illinois 60608 (P.L.V.)
Recommended:	\$2,800,000 (grant)
Total Budget:	\$6,037,295

The Mexican Fine Arts Museum is seeking funding for a cultural expansion plan which is designed to increase cultural opportunities for youth and families to promote tourism and to stimulate economic development. This plan includes the physical expansion of the museum and the acquisition of certain real property located at 1401 West 18th Street, for the creation of a teen museum.

B. The description of Project Number 020, which appears in an ordinance passed by the City Council March 26, 1996, and published in the Journal of Proceedings of the City Council at page 19210 of that date, shall be revised as follows:

Pilsen/Little Village Primary Health Care Expansion
Alivio Medical Center

Project Number:	020
Project Address:	946 West 21st Street in Chicago
Recommended:	\$1,700,000

This proposal calls for the expansion of the Alivio Medical Center which has served the Pilsen, Little Village and Back of the Yards communities since its inception. Over the years, the center has witnessed a two hundred forty-five percent (245%) increase in the number of patients, and it must expand to meet the needs of area residents. Accordingly, this project proposes to use the E.Z. grant to construct a second center at 946 West 21st Street, to expand primary care and allow the provision of certain new services.

C. The description of Project Number 035, which appears in an ordinance passed by the City Council on September 11, 1996, and which was published in the Journal of Proceedings of the City Council at page 28159 of that date, shall be revised as follows:

West Side Arts Program
Number 035 Westside Arts Learning Center
Recommended: \$550,900 (grant)

The applicant is requesting a grant to provide an arts education program for school-age children on the City's near west side. The program will include instruction in arts courses to be taught during the school day to students at Saint Malachy's School and to students at Dett Elementary School. The program will also have an after-school course which will be open to students at Saint Malachy's School, Dett Elementary School, and other elementary school students in the community.

SECTION 3. Subject to the approval by the Coordinating Council, the project description contained in the ordinance identified below shall be revised as follows:

The project description of Project Number 078, which appears in an ordinance passed by the City Council on March 26, 1996, and which was published in the Journal of Proceedings of the City Council at page 19212 of that date, shall be revised as follows:

Community-Based Computer Center
Instituto del Progreso Latino
Project Number: 078
Organization Address: 2570 South Blue Island Avenue
(P.L.V. E.Z.)
Ward: 25

This project proposes to develop a computer skills and employment training program using state of the art computers to provide training in business applications and to take advantage of new technologies to enhance adult basic education and literacy programs. The lab will be located on South Blue Island Avenue near South Western Avenue and will serve the Pilsen and Little Village communities.

SECTION 4. The Commissioner is authorized to provide E.Z. Funds to the parties described above for the respective purposes and amounts described above, subject to terms and conditions deemed acceptable to the Commissioner and in accordance with the goals and purposes of the federal empowerment zone legislation. The Commissioner is authorized to execute all necessary documents in connection with each transaction authorized by this ordinance.

SECTION 5. Pursuant to recommendations received from the Coordinating Council, the Commissioner is authorized to make such further revisions to the project descriptions of the above-described projects as he deems reasonably necessary to implement such recommendations, provided that the revisions on any project do not involve an increase in the amount of E.Z. Funds to be expended on such project.

SECTION 6. This ordinance shall be effective from and after its passage and approval.

AUTHORIZATION FOR INSTALLATION OF WATER MAINS
AT SPECIFIED LOCATIONS.

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, October 28, 1997.

To the President and Members of the City Council:

Your Committee on the Budget and Government Operations, having had under consideration three orders (under separate committee reports) authorizing the installation of water mains at specified locations, and having had the same under advisement, begs leave to report and recommend that Your Honorable Body Pass the proposed orders transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the committee.

Respectfully submitted,

(Signed) LORRAINE L. DIXON,
Chairman.

On motion of Alderman Dixon, the said proposed orders transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Frias, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 47.

Nays -- None.

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

Said orders, as passed, read as follows (the italic heading in each case not being a part of the order):

Portion Of South Kedzie Avenue.

Ordered, That the Commissioner of Water is hereby authorized to install 5,056 feet of 16-inch ductile iron water pipe in South Kedzie Avenue, from South Archer Avenue to West 36th Street at a total estimated cost of \$864,307.00 chargeable to Appropriation Account Number 264-87-3120-0550-0550 (W-706) Construction.

The above work is to be done under Order Number A-30288.

Portion Of West Moffat Street.

Ordered, That the Commissioner of Water is hereby authorized to install 550 feet of 8-inch ductile iron water pipe in West Moffat Street, from North Rockwell Street to 130 feet west of the west line of North Campbell Avenue at a total estimated cost of \$95,660.00 chargeable to Appropriation Account Number 264-87-3120-0550-0550 (W-706) Construction.

The above work is to be done under Order Number A-30286.

Portion Of West 62nd Street.

Ordered, That the Commissioner of Water is hereby authorized to install 360 feet of 8-inch ductile iron water main in West 62nd Street, from South May Street to South Aberdeen Street at a total cost of \$93,471.00 chargeable to Appropriation Account Number 264-87-3120-0550-0550 (W-706) Construction.

The above work is to be done under Order Number A-30281.

COMMITTEE ON BUILDINGS.

AMENDMENT OF TITLES 4 AND 13 OF MUNICIPAL CODE
OF CHICAGO BY ADDITION OF NEW CHAPTER AND
SECTIONS TO ESTABLISH REGULATION OF
ELEVATOR MECHANIC CONTRACTORS.

The Committee on Buildings submitted the following report:

CHICAGO, October 28, 1997.

To the President and Members of the City Council:

Your Committee on Buildings, having had under consideration an ordinance (which was adopted by the Committee on Buildings on October 23, 1997) adding Section 4-298 relating to elevator mechanic contractors, begs leave to recommend that Your Honorable Body do *Pass* the ordinance which is transmitted herewith.

This recommendation was concurred in by all members of the committee, with no dissenting votes.

Respectfully,

(Signed) BERNARD L. STONE,
Chairman.

On motion of Alderman Stone, 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, Steele, Beavers, Dixon, Shaw, Buchanan, Frias, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 47.

Nays -- None.

Alderman Natarus 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 Municipal Code of the City of Chicago is hereby amended by adding a new Chapter 4-298, as follows:

Chapter 4-298.

Elevator Mechanic Contractors.

Registration -- Elevator Mechanic Contractor.

4-298-010 Elevator Mechanic Contractor Defined.

"Elevator mechanic contractor" means any person, firm or corporation engaged in the business of constructing, installing, altering or maintaining the mechanical components of any elevator, escalator, moving walk, dumbwaiter, platform lift, manlift, inclined lift in private residences, mechanical amusement device, mechanical equipment used for the raising or lowering of any curtain, stage or orchestra floor, or any other device specifically covered and described within chapter 13-156 of the Chicago municipal code.

4-298-020 Registration Required.

Any person, firm or corporation engaged in or desiring to engage in the business of elevator mechanic contractor, either as contractor or sub-contractor shall register as an elevator mechanic contractor in the manner hereinafter set forth.

4-298-030 Application.

Any person, firm or corporation engaged in or desiring to engage in the business of elevator mechanic contractor shall apply for registration to the commissioner of the department of buildings. Upon the filing of such application in proper form and the payment of the registration fee as provided for in section 4-298-050, the building commissioner shall register the applicant as an elevator mechanic contractor.

4-298-040 Issuance Of Certificate.

Upon fulfilling the requirements for registration, the building commissioner shall issue a certificate of registration which authorizes the applicant to engage in such business during such period the registration is valid. The certificate shall be valid for a period of one year from the date of issuance. Provided, however, that before any certificate of registration shall be issued to such elevator mechanic contractor, the applicant shall have complied with section 4-298-060 of this code. A certificate of registration shall not be transferable and shall contain the name of the licensed supervising elevator mechanic.

4-298-050 Registration Fee.

The fee for registration as an elevator mechanic contractor shall be \$35 for each year the registration is valid, which sum shall be paid by the applicant to the department of revenue in advance upon filing the application. The renewal fee for such registration shall be \$35. Any change in the information, including company name, ownership information, and/or change of supervising elevator mechanic, shall require an amended registration. The fee for such amended registration shall be \$35.

4-298-060 Supervising Elevator Mechanic -- Appointment.

Before any certificate of registration shall be issued to any elevator mechanic contractor, entitled to secure permits under the elevator regulations of this code, he shall appoint or employ a person who may be himself or some other person who, for the purpose of the elevator regulations of this code, shall be known as a supervising elevator mechanic. The person so appointed or employed to act as a supervising elevator mechanic shall, prior to acting in this capacity, obtain a license in accordance with the following sections.

License -- Supervising Elevator Mechanic.

4-298-070 Duties.

The supervising elevator mechanic shall perform the work or supervise and direct the mechanical construction, installation, alteration or maintenance of elevators and related devices listed in section 4-298-010 authorized by permits issued under the authority of this chapter. All applications for permits shall be countersigned by said supervising elevator mechanic. Applications for permits which may also include the installation, alteration or maintenance of related electrical wiring and equipment for power, control or communication, shall also be countersigned by a supervising electrician in conformance with the provisions of sections 14-12-200 through 14-12-270 of the Chicago municipal code.

4-298-080 Application -- Qualifications.

An applicant for a license as a supervising elevator mechanic shall file an application with the building commissioner, in writing, on a form furnished by the building department. Each applicant shall be required to pass a written examination that will allow the full assessment of the competency and fitness of the applicant.

To qualify to take the supervising elevator mechanic's license examination, the applicant must provide evidence in a form acceptable to the building commissioner that:

- A. the applicant is at least 21 years old;*
- B. the applicant has worked as an elevator mechanic for at least two years during the preceding 48-month period or that the applicant has completed an apprenticeship program that is recognized by the building commissioner;*
- C. that the applicant has not had a supervising elevator mechanic's or comparable license suspended or revoked by the city of Chicago or any other jurisdiction; provided, however, that upon good cause shown and after a full investigation, the building commissioner may waive this prohibition;*
- D. the applicant has no history of substance abuse during the preceding three years or that the applicant has successfully completed a certified substance abuse rehabilitation program;*
- E. the applicant has the present physical ability to safely function as a supervising elevator mechanic; and*

F. the applicant has the ability to read, write and communicate at a level that allows the effective performance of his or her duties on the job site.

All applicants meeting these qualifications shall be allowed to take the supervising elevator mechanic's license examination upon payment of the required fee.

4-298-090 Examinations -- Administration, Regulation And Enforcement.

The building commissioner is authorized to adopt such rules and regulations as to the time, manner and content of the supervising elevator mechanic's examination. The examination shall require the applicant to show or demonstrate an acceptable degree of knowledge of the mechanics of elevators and related devices. The building commissioner may establish specific examinations for the various types of mechanical devices covered by this chapter. It shall be the responsibility of the commissioner to exercise control and supervision of all examinations; provided, however, that a private vendor may be retained to develop or administer, in whole or in part, such examinations.

4-298-100 License -- Issuance.

An applicant who successfully passes the supervising elevator mechanic's examination and satisfies all other requirements imposed herein shall be issued a license by the building commissioner upon payment of the required fees. The licensee's name shall be placed both on the license certificate and on the identification card issued to the registered elevator mechanic contractor. No supervising elevator mechanic shall be certified with more than one registered elevator mechanic contractor or listed on more than one registration certificate.

4-298-110 Notice Of Discharge Or Resignation.

Whenever a supervising elevator mechanic shall leave or be discharged from the employ of any elevator mechanic contractor, who is required by this chapter to appoint or employ a supervising elevator mechanic, a written statement giving notice thereof shall be provided within five days by both the employer and the supervising elevator mechanic to the department of buildings, and the permit privileges of such elevator mechanic contractor shall, without further order or action by the department of buildings, stand suspended until the employment or appointment by such elevator mechanic contractor of a supervising elevator mechanic as provided for in section 4-298-060. A supervising

elevator mechanic may transfer a valid certification to another elevator mechanic contractor with the permission of the building commissioner, which permission shall not be unreasonably withheld. The fee for such a transfer shall be \$35.

4-298-120 Suspension, Revocation Or Non-renewal.

A. The building commissioner or his or her designee may bring an action in the office of administrative adjudications to suspend, revoke or refuse to renew the license of any supervising elevator mechanic when there is a finding after a hearing that one or more of the following occurred:

1) the licensee obtained or conspired with others to obtain a license by inducing the issuance thereof in consideration of the payment of money or delivery of any other thing of value or by and through a wilful misrepresentation of facts to the department of buildings;

2) the licensee wilfully violated any ordinance of the city of Chicago or law of this state pertaining to elevators and related devices;

3) the licensee has been guilty of negligence or incompetence in the performance of his duties as a supervising elevator mechanic;

4) the licensee has been convicted of a felony.

5) the licensee has wilfully loaned or in any manner transferred his license to another person to permit such person to engage illegally in elevator mechanic work contrary to this ordinance.

B. No such license shall be revoked or suspended except after a public hearing by a hearing officer of the office of administrative adjudications upon written notice to the licensee and affording the licensee an opportunity to appear and defend. If the building commissioner has reason to believe that continuing to engage in the capacity of supervising elevator mechanic by a particular licensee will immediately threaten public safety, he or she may, upon issuance of a written order stating the reason for such conclusion and without notice or hearing, order the licensee barred from functioning in the capacity of supervising elevator mechanic for not more than ten days, affording the licensee an opportunity to be heard during such period.

4-298-130 Term.

The supervising elevator mechanic's license shall be valid for one year from the date of issuance. The license may be renewed upon payment of

the required license fee prior to or within three months of expiration of a valid license.

4-298-140 Examination And License Fees.

A. The fee for the supervising elevator mechanic's examination shall be \$150.00 and paid to the department of revenue prior to the day the examination is taken.

B. The fee for an original supervising elevator mechanic's license shall be \$150.00. The fee for renewal shall be \$100.00 for each year the license is in effect. The license may be renewed upon payment of the required fee prior to or within thirty days after the expiration of a valid license.

C. Licenses which have been expired more than thirty days but less than two years may be reinstated upon payment of a \$50.00 per year reinstatement fee in addition to the required renewal fee.

D. Licenses which have been expired more than two years must reapply under the provisions contained in sections 4-298-060 through 4-298-100.

4-298-150 Violation -- Penalty.

Any person violating any provisions of this chapter, in addition to any other penalties applicable under the municipal code of Chicago, shall be subject to a fine of not less than \$500 for each violation. Each day any violation remains in existence shall constitute a separate violation.

SECTION 2. Section 13-32-190 of the Municipal Code of Chicago is hereby amended by inserting the language in italics as follows:

13-32-190 Elevator Construction Or Alteration.

Before proceeding with the construction, installation, or alteration of any elevator or mechanical equipment used for the raising or lowering of any curtain, stage, or orchestra floor, platform lift, dumbwaiter, escalator, or mechanical amusement device or apparatus, application for a permit for such construction, installation, or alteration shall be submitted to the commissioner of buildings either by the owner or agent of the building, or of the premises on which such equipment is to be installed. A permit shall be obtained for any alteration in such elevator equipment except that this requirement shall not apply to the replacement of existing parts with other parts which are identical with those which are replaced. No permit shall be issued for such work except to an elevator mechanic contractor duly

registered under the provisions of chapter 4-298 of the municipal code of Chicago.

SECTION 3. Chapter 13-32 of the Municipal Code of Chicago is hereby amended by inserting new Sections 13-32-191 through 13-32-195, inclusive, as follows:

13-32-191 Suspension Of Permit Privileges.

Failure on the part of the registered elevator mechanic contractor to correct any defect, error, or deficiency in any work installed under the authority of a permit issued to him by the department of buildings within ten calendar days after written notification thereof by the said bureau or within such further reasonable time, as may, upon request, be prescribed, the building commissioner shall, without further notice, stop the issuance of permits to such registered elevator mechanic contractor until such corrections have been made, inspected and approved. In addition thereto the penalty provided in this chapter may be enforced.

The building commissioner is hereby empowered to suspend the permit privileges of any registered elevator mechanic contractor who shall fail to pay any just indebtedness for inspection fees for work on elevators or related devices, until such registered elevator mechanic contractor shall discharge and pay to the city all just indebtedness then due and owing from such contractor.

13-32-192 Revocation Of Permits.

The building commissioner is authorized to revoke any permit or certificate obtained by fraud, misrepresentation, or in any way contrary to the provisions of the elevator regulations of this code, for the installation, alteration, repair and use of any elevator equipment.

13-32-193 Use Of Permit Issued To Another.

It shall be unlawful for any person to install, alter, or repair any elevator equipment or related devices by authority of a permit issued to and for the use of some other person.

13-32-194 Permit For Person Not Entitled To One.

It shall be unlawful for any registered elevator mechanic contractor to secure or furnish a permit for the installation, alteration and repair of elevator equipment to any person not entitled to such permit under the elevator regulations of the municipal code.

13-32-195 Alteration Of Forms.

It shall be unlawful for any person to change, add to, or mutilate so as to change the original wording, unless authorized by the commissioner, of any written or printed form issued to registered elevator mechanic contractors by the department of buildings.

SECTION 4. This ordinance shall take effect one (1) year from the date of its passage and publication.

AMENDMENT OF TITLES 5, 7, 13 AND 15 OF MUNICIPAL
CODE OF CHICAGO CONCERNING VARIOUS
BUILDING CODE REQUIREMENTS.

The Committee on Buildings submitted the following report:

CHICAGO, October 28, 1997.

To the President and Members of the City Council:

Your Committee on Buildings, having had under consideration a substitute ordinance (which was adopted by the Committee on Buildings October 23, 1997) amending the building code, begs leave to recommend that Your Honorable Body do *Pass* the substitute ordinance which is transmitted herewith.

This recommendation was concurred in by all the members of the committee, with no dissenting votes.

Respectfully,

(Signed) BERNARD L. STONE,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Frias, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone-- 47.

Nays -- None.

Alderman Natarus 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:

Article I.

Repealed Provisions.

SECTION 1. The following chapter and sections of the Municipal Code of Chicago are hereby repealed in their entirety: Chapter 13-92, Section 5-4-010, Section 5-4-020, Section 5-4-030, Section 5-4-040, Section 5-4-050, Section 5-4-060, Section 5-4-070, Section 5-4-080, Section 5-4-120, Section 5-4-130, Section 5-4-140, Section 5-4-150, Section 5-4-160, Section 5-4-170, Section 5-4-180, Section 5-4-210, Section 5-4-230, Section 5-4-290, Section 7-28-100, Section 7-28-140, Section 7-28-160, Section 7-28-170, Section 7-28-340, Section 7-28-350, Section 7-28-370, Section 13-32-350, Section 13-96-340, Section 13-96-350, Section 13-96-360, Section 13-96-370, Section 13-96-1040, Section 13-967-1050, Section 13-96-1060, and Section 13-96-0170.

SECTION 2. Section 13-4-010 and Section 13-56-110 of the Municipal Code of Chicago are hereby amended by deleting the language in brackets as follows:

13-4-010 Definitions.

For the purpose of this code, the following terms shall be construed as follows:

[Carbarn. For definition see Section 13-96-350]...

13-56-110 Class D, Open Air Assembly Units.

Structures or enclosed areas designed or used for the assembly of persons in the open air [,other than drive-in theaters as defined in Section 13-92-020,] shall be classified as Class D, open air assembly units. Class D, open air assembly units shall include, among others, the following: ...

Article II.

Plumbing Code Amendments.

SECTION 1. Section 13-168-306, Section 13-168-600 and Section 13-168-1270 of the Municipal Code of Chicago are hereby amended by deleting the language in brackets and inserting the language in italics, as follows:

13-168-306 Poly [(]Vinyl Chloride[)] (P.V.C.) Plastic] (*PVC*) Pipe and Fittings.

(a) *Except as provided in subsection (b), Poly [(] Vinyl Chloride[)] (P[.]V[.]C[.]) plastic pipe and fittings shall conform to A[.]S[.]T[.]M[.] Designation D2665-88, including the appendix, being mandatory, and shall be limited to sizes one-and-one half-inch, two-inch and three-inch pipe. The solvent cement shall conform to A[.]S[.]T[.]M[.] Designation D2564-88 and the plastic primer shall conform to A[.]S[.]T[.]M[.] Designation F656-88 and be of a contrasting color.*

(b) *Subsurface Soil Drainage. All plastic pipe used for subsurface drainage shall be at least four inches (4") in diameter conforming to the following standards:*

- (1) *PVC pipe -- ASTM D2729 (type Sewer Pipe, PS25, PS50 and PS100); or*
- (2) *PVC perforated subsurface drain pipe, Schedule 40, with nylon sock, filter fabric -- ASTM D 3034, SPR 35.*

13-168-600 Roof Drainage And Downspouts.

(a) All roofs exceeding 750 square feet in area shall be drained to a sewer, where such sewer is available in any adjoining public way, or public place. Every connecting roof downspout having the open roof connection, located nearer than 12 feet to any inside lot line or any door or window on the same premises, shall be trapped. One trap may serve more than one downspout, and any such trap shall be on the downspout side of

the connection to any sanitary sewer or any combined sewer or drain, and shall be set where not subject to frost.

(b) *Exceptions.*

(1) Nothing in this provision shall prohibit the temporary disconnection of the roof downspout of a building from the sewer or combined sewer so long as the disconnection does not result in the drainage of water beyond the property lines of the lot on which the building is located.

(2) *Roofs of single-family (Class A-1) and multiple-family (Class A-2) buildings may be provided with external downspouts discharging onto a paved or landscaped area, provided the water thus discharged can be drained directly to an area drain, catch basin or street gutter connected to a public sewer, without spilling over onto adjacent property.*

13-168-1270 Grease Interceptor Or Catchbasin.

[Every single dwelling and e]Every Class A-2 multiple-dwelling building *with over six (6) dwelling units* [not containing a restaurant or hotel kitchen,] shall be provided with a grease interceptor or an outside catchbasin for all kitchen wastes. *A grease interceptor or outside catchbasin shall not be required for single-family (Class A-1) buildings or for multiple-family (Class A-2) buildings of six (6) or fewer units.* Sinks, dishwashers or other fixtures in restaurants, hotels, clubhouses, public institutions, butcher shops, or other establishments from which greasy wastes are discharged, shall be connected to a grease interceptor located as close as practical to the fixtures served, or to an inside or outside catchbasin. All grease interceptors and catchbasins located within buildings shall be constructed of heavy cast-iron or equally durable metal and shall be *vented and* provided with a gastight metal cover, securely fastened. All grease interceptors and catchbasins shall have a capacity to intercept and retain not less than 90 percent of the grease received

Article III.

Miscellaneous Amendments.

SECTION 1. Section 13-4-010, Section 13-20-100, Section 13-20-140, Section 13-32-020, Section 13-48-020, Section 13-64-020, Section 13-96-280, Section 13-116-040, Section 13-160-050, Section 13-160-220, Section 13-160-250, Section 13-160-500, Section 13-200-070, and Section 15-8-110 of the Municipal Code of Chicago are hereby amended by deleting the language in brackets and inserting the language in italics, as follows:

13-4-010 Definitions.

For the purposes of this code, the following terms shall be construed as follows:

"Townhouse" means a vertical dwelling unit in a multiple-dwelling (Class A-2) building which meets the requirements of section 13-64-020 of the code.

13-20-100 Elevators, Dumbwaiters, Escalators And Moveable Platforms -- Inspection Required.

Every elevator, movable stage, movable orchestra floor, platform lift, dumbwaiter, or escalator now in operation, or which may hereafter be installed, together with the hoistway and all equipment thereof, shall be inspected under and by the authority of the building commissioner at least once every [six] *twelve* months *and as often as deemed necessary by the building commissioner based on a risk assessment*, and in no case shall any new equipment be placed in operation until an inspection of the same has been made. It shall be the duty of every owner, agent, lessee, or occupant of any building wherein any such equipment is installed, and of the person in charge or control of any such equipment to permit the making of a test and inspection of such elevator, dumbwaiter, or escalator, and all devices used in connection therewith upon demand being made by the building commissioner or by his authorized elevator inspector within five days after such demand has been made.

13-20-140 Elevators, Dumbwaiters, Escalators And Moveable Platforms -- Inspection Fee.

The fee for [semi-annual] inspection of an elevator or manlift, moveable stage or orchestra floor or platform lift, dumbwaiter, or escalator shall be:

For an elevator or manlift 10 floors or less	~~[\$60.00]~~ 80.00
For an elevator or manlift above 10 floors but less than [20] 21 floors	~~[75.00]~~ 100.00
For an elevator or manlift over 20 but less than 31 floors	~~[85.00]~~ 115.00
For an elevator or manlift over 30 floors	130.00

Skip stops shall be considered as a floor of the building.

Escalator	\$ 50.00
Dumbwaiter	50.00
Movable stage or orchestra floor	100.00
Platform lift	50.00
Hinged platform lift	20.00

A fee equal to $\frac{1}{2}$ of the above-referenced fees shall be imposed for any final reinspection caused by the issuance of a violation notice upon compliance with the notice.

13-32-020 Exceptions.

A permit shall not be required for any minor repairs, including, but not limited to, the replacement in-kind of windows, doors, shingle roofing on 5-in-12 slopes or steeper, and siding of residential buildings that do not have more than four units and do not exceed three stories, as may be necessary to maintain existing parts of buildings, but such work or operations shall not involve sandblasting, the replacement or repair of any structural load-bearing members, nor reduce the means of exit, affect the light or ventilation, room size requirements, sanitary or fire-resistive requirements, use of materials not permitted by the building and environmental control provisions of this code, changes in the materials of roofs, windows and exterior walls visible from a public street of properties designated as Chicago landmarks in accordance with applicable provisions of Chapter 2-120 of this code, nor increase the height, area, or capacity of the building. For purposes of this section, "replacement in-kind" means replacement of the same type, size and materials.

13-48-020 Application Of Height Limitations.

(d) The number of stories shall be taken as the actual number of stories above grade.

The following shall not be regarded as stories:

(1) Any level located more than four feet below grade adjacent to the level in question. [For interior units of townhouse-or-row house-type multiple residential structures,] *For single-family dwellings (Class A-1) and townhouse (Class A-2) buildings, the pertinent grade shall be the*

average of the front and rear grades, *provided that for single-family dwellings (Class A-2) and townhouse (Class A-2) buildings having [In the case of] a split-elevation below-grade floor condition, the level that is more than four feet below grade shall not be counted as a story but rather as a basement [level] when [it] the below grade level exceeds [66] 50 percent of the footprint area of the dwelling unit.*

13-160-050 Minimum Number Of Exits.

There shall be not less than two exits from every building, floor, space or room, except that one exit *may be permitted from any room or space under the conditions outlined in subsection (a) through (b) of this section; and one exit may be permitted from a floor under the conditions outlined in subsections (c) through (e) of this section.* [shall be permitted under the following conditions:]

(a) In all occupancies except hazardous use units, one exit shall be permitted from any room or space designed or used for an occupancy of not more than 50 persons and having an area not exceeding 1,200 square feet; or when used for business, mercantile, industrial and storage uses not exceeding 4,000 square feet provided the travel distance from the exit door to the most remote point in the room or space does not exceed 75 feet, or 115 feet if equipped throughout with a standard automatic sprinkler system as defined in Chapter 15-16 of this code.

(b) In all occupancies one exit shall be permitted from any room or space having an area not exceeding 2,000 square feet and used exclusively for storage purposes with only incidental human occupancy.

(c) In single-family dwellings *and townhouses*, one exit shall be permitted from any floor not more than one story above or below grade; provided that the area of such floor shall not exceed 1,500 square feet.

(d) In multiple dwellings, one exit serving one family only shall be permitted from the first or second story, and one exit shall be permitted from a basement space provided that the area of such floor or basement shall not exceed 800 square feet.

(e) In multiple dwellings, one exit shall be permitted to a public corridor from a dwelling unit when the travel distance to the most remote door within the unit does not exceed 35 feet and 55 feet from the most remote point of the dwelling unit. Two corridor exit doors are required when these distances are exceeded.

(1) When the dwelling unit is equipped with approved smoke detectors and/or automatic sprinklers the above travel distances may be increased to 40 feet and 60 feet respectively.

(f) In multiple dwellings, two stories high, except in buildings of Type III-C or IV-A or IV-B construction, one inside stairway from the second floor shall be permitted under the following conditions:

(1) The second floor shall have an area not exceeding 4,000 square feet and shall contain not more than four dwelling units.

(2) The stairway and public corridors leading thereto shall be enclosed by walls providing fire resistance of not less than one hour, and all openings in such walls shall be protected with doors having fire resistance not less than a solid wood door one and three-fourths inches thick.

(3) The stairway shall lead directly to an outside exit at grade.

(4) The stairs shall be constructed of noncombustible materials.

(5) The distance to the stairway from the exit door of any dwelling unit shall not exceed 20 feet.

(g) In multiple dwellings of Types I-A, I-B and I-C construction not more than four stories high, one stairway shall be permitted under the following conditions:

(1) No floor served by such stairway shall have an area exceeding 4,000 square feet nor shall contain more than four dwelling units.

(2) The stairway shall be enclosed by walls providing fire resistance of not less than two hours, and all openings in such walls shall be protected with self-closing Class B fire door.

(3) The stairway shall lead directly to an outside exit at grade.

(4) The stairway shall extend to the roof from which there shall be access to an adjoining roof of another building of the same occupancy, height and construction type and having a similar stairway arrangement.

(5) The distance to the stairway from the exit door of any dwelling unit shall not exceed 20 feet.

(h) In multiple dwellings and business units of Types I-A, I-B or I-C construction not more than eight stories in height, one smokeproof tower shall be permitted under the following conditions:

(1) No floor above the first floor shall have an area exceeding 6,000 square feet nor shall contain more than eight dwelling units.

(2) Public corridors leading to the smokeproof tower shall be enclosed by walls providing fire resistance of not less than two hours, and all openings in such walls shall be protected with Class C fire doors.

(i) In fire stations one inside stairway shall be permitted from the second floor where there are not less than two slide poles in addition thereto.

(j) In all public buildings there shall be no less than one primary entrance or exit for the handicapped from the property line to the building, accessible to, and usable by, individuals in wheel chairs, or those with major mobility limitations.

(k) In all group homes there shall be two exits from each floor.

(l) In intermediate care facilities for the developmentally disabled -- 15 or less, every floor containing areas or rooms used by residents shall have at least two exits remote from each other. At least one means of egress shall consist of an interior stairway, an enclosed outside stairway or a horizontal exit.

(m) In multiple and single-family dwellings of any construction type not over three stories in height, units having an area not over 1,500 square feet on the third floor and at least one interior stair serving exclusively that unit, leading from the third floor to an exterior exit, may substitute for the second exit from the third floor of one of the following means of escape:

(1) A continuous exterior deck linking three or more units at the third floor level, with at least one hinged glazed door from each unit to the deck, provided such door has a glass light immediately above the lock rail, made of one or more panes of glass not thicker than double-strength glass, and the edge of the glass light is not further than nine inches from any locking devices in the door.

(2) A stair from each unit leading to the building roof through a penthouse and hinged door, provided the building consists of at least three units and each hinged penthouse door contains a glass light constructed as in paragraph (1) above. In the event that roof decks are provided for more than one-third of the units, an exterior stair or protected interior stair shall be provided from the roof to grade.

(3) An approved automatic sprinkler system complying with one of the following National Fire Prevention Association Standards:

N.F.P.A. 13, 1994 Edition; N.F.P.A. 13R, 1991 Edition; or N.F.P.A. 13D, 1991 Edition.

(n) In townhouse dwellings of IIIB construction or better up to four stories in height, units having an area not over 1,500 square feet on the highest story and having at least one interior stair serving exclusively that unit and leading from the highest story to an exterior exit, may substitute for the second exit required from the third or fourth stories a continuous exterior deck linking three or more units at the highest story, provided that:

(1) a clear unobstructed 3 foot wide path is reserved for egress to a stair leading directly to an outside exit at grade;

(2) each habitable room on the third and fourth floor is provided with at least one outside window having a sill height not higher than 44 inches above the finished floor and an operable sash with a clear opening of not less than 24 inches horizontally or 36 inches vertically and a minimum area of six square feet; and

(3) all bedrooms are provided with 1 $\frac{3}{4}$ inch thick solid core doors and with solid 1 $\frac{3}{4}$ inch rabbetted door jambs.

(o) In single-family dwellings and in two-unit multi-family dwellings not over three stories, the second exit from the third floor of a unit may be waived if:

(1) the third floor area of that unit is not over 800 square feet;

(2) in addition to the interior stair, a second exit is provided from the second floor to an exterior porch or deck leading to finish grade;

(3) said porch or deck is not higher than 12 feet above finish grade;

(4) each habitable room on the third floor is provided with at least one outside operable window having a sill height not higher than 44 inches above the finished floor and a minimum clear opening of either 24 inches horizontally or 36 inches vertically, and a minimum area of six square feet;

(5) all bedrooms are provided with 1 $\frac{3}{4}$ inch thick solid core doors and with 1 $\frac{3}{4}$ solid inch rabbetted door jambs; and

(6) either the interior stair termination at the third floor is enclosed with a solid core door set in solid wood jambs as described in subsection (o)(5) of this section, or a balcony is provided at the third level with a minimum depth of three feet perpendicular to the exterior building wall.

13-160-220 Minimum Width Of Exits.

The width of required exits shall comply with the requirements of section 13-160-210 as to capacity, but in no case shall such width be less than the minimum widths required in this section. . . .

(b) Stairs and Corridors. All stairs and corridors required as exits shall be not less than 44 inches in width with the following exceptions:

(1) In all occupancies except nursing homes, hospitals and sheltered care facilities, stairs and corridors [serving not more than 40 persons per story] *in buildings with a total occupancy of 50 persons or less above the grade level, as defined in section 13-4-010*, shall not be less than 36 inches wide.

(2) [In] *Within both single-family (A1) and multiple dwelling (A2) residential units*, stairs and corridors serving only one dwelling unit shall be not less than 36 inches in width.

[(3) In residential units, basement stairs serving only one dwelling unit shall be not less than 30 inches in width]. . . .

13-160-250 Swing Of Doors -- Exceptions.

All doors required as exit doors shall swing in the direction of exit travel with the following exceptions:

(a) In residential units, doors serving one dwelling unit, *including horizontal sliding doors that can be readily opened without the use of a key from the side from which egress is made* . . .

13-96-270 Construction.

A private garage may be of any type construction except when limited by chapter 13-116 due to its location inside the fire limits. Outside the fire limits a private garage of Type IV-A or IV-B construction shall not exceed 600 square feet. Floor construction of all private garages shall be of noncombustible materials providing fire resistance of not less than two hours. Doors shall be limited to eight feet in height.

13-96-280 Location.

[(a)] A private garage of Types IV-A or IV-B construction shall be located not less than two feet [six inches] from an interior lot line *and no less than six feet from another building on the same lot; and when a vertical*

13-116-040 Types IV-A And IV-B Buildings -- Location.

Buildings of Type IV-A and IV-B construction, when permitted, shall be located not less than six feet from interior lot lines and not less than 12 feet from any other building on the same lot with the following exceptions:

(a) A [P]private garage *may be located in accordance with section 13-96-280* [having a floor area not exceeding 600 square feet may be located not less than two feet, six inches from an interior lot line and no less than 6 feet from another building on the same lot, excepting as required by zoning ordinance].

(b) Any building *except private detached garages*, having exterior wall construction providing fire resistance of not less than one hour may be located not less than three feet from an interior lot line and not less than six feet from another building on the same lot.

13-64-020 Special Enclosures And Separations.

(a) In all multiple dwellings every dwelling unit shall be separated from all other parts of the building by walls or partitions of noncombustible construction, or of construction consisting of wood studs with metal lath and plaster, or an equivalent noncombustible surface material, or with perforated gypsum board and plaster, or an equivalent noncombustible surface material, and shall provide fire-resistance of not less than one hour.

(b) In multiple dwellings partitions, floor construction and ceiling construction enclosing public corridors shall be of noncombustible construction, or shall be constructed of wood joists or wood studs with metal lath and plaster, or an equivalent noncombustible surface material, or perforated gypsum board and plaster, or an equivalent noncombustible surface material, and shall provide fire-resistance of not less than one hour. Any openings shall be protected by doors having fire resistance of not less than a [one and three-fourths-inch] $1\frac{3}{4}$ inch solid flush panel door with a rebated frame of solid material [one and three-fourths-inch] $1\frac{3}{4}$ inch thick or metal frames of not less than number 16 gauge.

(c) Multiple dwellings, except buildings of Type I-A, I-B, or I-C construction, shall be divided into areas not exceeding 5,000 square feet by vertical separations providing fire-resistance of not less than two hours and extending from the basement floor to the underside of the roof sheathing. All openings in such vertical separations shall be protected with Class C fire doors.

(d) In intermediate area facilities for the developmentally disabled -- 15 or less, all corridors, kitchens, furnace and laundry room walls and

ceilings shall have a fire-resistant rating of at least one hour; walls may terminate at the underside of the ceiling.

(e) Townhouses shall comply with the following requirements:

(1) each townhouse unit shall be separated by vertical demising walls of noncombustible construction with a fire resistance of not less than three hours;

(2) where two stairs are required at least one of the stairs must not be shared with any other unit;

(3) the vertical separation shall continue from the foundation to the ceiling-roof assembly or to the attic rafters; and

(4) where parking areas are provided on the ground floor and vertical separations cannot reach the foundation they shall be separated horizontally from the residential areas by a four-hour noncombustible floor-ceiling assembly.

15-8-110 Protection Of Openings.

Openings shall be deemed to face an interior lot line or the wall of [other] *another* building when the plane of the opening forms an angle of less than 60 degrees with the plane of such lot line or wall.

(a) Protection of [opening] *openings* in exterior walls, except as required for protection of vertical exits in chapter 13-160, shall not be required in the following buildings:

(1) church auditoriums;

(2) residential units not more than [three] *four* stories in height; and

(3) buildings of any occupancy of Types IV-A or IV-B construction.

Article IV.

Effective Date.

SECTION 2. This ordinance shall be in full force and effect sixty (60) days after its passage and publication.

AUTHORIZATION FOR ISSUANCE OF PERMITS FOR ERECTION
OF SIGNS/SIGNBOARDS AT SUNDRY LOCATIONS.

The Committee on Buildings submitted the following report:

CHICAGO, October 28, 1997.

To the President and Members of the City Council:

Your Committee on Buildings, having had under consideration seven proposed sign orders (which were referred on October 1, 1997) pursuant to Section 14-40-120 "Aldermanic Recommendation" of the Municipal Code of Chicago, begs leave to recommend that Your Honorable Body do *Pass* the sign orders (two -- 2nd Ward, one -- 21st Ward, two -- 27th Ward, one -- 29th Ward and one -- 35th Ward) transmitted herewith.

Respectfully,

(Signed) BERNARD L. STONE,
Chairman.

On motion of Alderman Stone, the said proposed orders transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Frias, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 47.

Nays -- None.

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

The following are said orders as passed (the italic heading in each case not being a part of the order):

1340 South Canal Street.

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Doyle Signs, Inc., 232 Interstate Road, Addison, Illinois 60101, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at Dominick's Finer Foods, 1340 South Canal Street:

Dimensions: length, 20 feet; height, 18 feet
Height Above Grade/Roof to Top of Sign: 34 feet
Total Square Foot Area: 720 square feet (including two sides).

Such sign shall comply with all applicable provisions of Title 17 (the Chicago Zoning Ordinance) and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

1546 North Central Avenue.

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Acme-Wiley Corporation, 2480 Greenleaf Avenue, Elk Grove Village, Illinois 60007, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at Walgreens, 1546 North Central Avenue:

Dimensions: length, 38 feet, 8 inches; height, 5 feet, 4 inches
Height Above Grade/Roof to Top of Sign: 23 feet
Total Square Foot Area: 209 square feet.

Such sign shall comply with all applicable provisions of Title 17 (the Chicago Zoning Ordinance) and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

3850/3818 West Fullerton Avenue.

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Marshall Real Sign Company, 3610 South Albany Avenue, Chicago, Illinois 60632, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 3850/3818 West Fullerton Avenue (Double faced illuminated pyle on sign):

Dimensions: length, 10 feet; height, 20 feet
Height Above Grade/Roof to Top of Sign: 10 feet
Total Square Foot Area: 400 square feet.

Such sign shall comply with all applicable provisions of Title 17 (the Chicago Zoning Ordinance) and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

2720 South Michigan Avenue.

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to All-Right Sign, 3628 Union Avenue, Steger, Illinois 60475, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at Rogers Pontiac Corporation, 2720 South Michigan Avenue:

Dimensions: length, 18 feet, 5 inches; height, 8 feet
Height Above Grade/Roof to Top of Sign: 28 feet
Total Square Foot Area: 296 square feet (148 square feet per face).

Such sign shall comply with all applicable provisions of Title 17 (the Chicago Zoning Ordinance) and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

741 West Randolph Street.

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to M-K Signs, Inc., 4900 North Elston Avenue, Chicago, Illinois 60630, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at Blue Point Oyster Bar, 741 West Randolph Street:

Dimensions: length, 4 feet, 6 inches; height, 24 feet
Height Above Grade/Roof to Top of Sign: 42 feet, 6 inches
Total Square Foot Area: 60 square feet.

Such sign shall comply with all applicable provisions of Title 17 (the Chicago Zoning Ordinance) and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

941 West Randolph Street.

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to M-K Signs, Inc., 4900 North Elston Avenue, Chicago, Illinois 60630, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at Hi Ricky Restaurant, 941 West Randolph Street:

Dimensions: length, 2 feet; height, 20 feet
Height Above Grade: 40 feet
Total Square Foot Area: 40 square feet.

Such sign shall comply with all applicable provisions of Title 17 (the Chicago Zoning Ordinance) and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

112 West 87th.

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Doyle Signs, Inc., 232 Interstate Road, Addison, Illinois 60101, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at Home Depot, 112 West 87th,

Dimensions: length, 12 feet; height, 24 feet
Height Above Grade/Roof to Top of Sign: 50 feet
Total Square Foot Area: 288 square feet.

Such sign shall comply with all applicable provisions of Title 17 (the Chicago Zoning Ordinance) and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

**COMMITTEE ON ECONOMIC AND
CAPITAL DEVELOPMENT.**

**AMENDMENT OF TITLE 2, CHAPTER 124, SECTION 020
OF MUNICIPAL CODE OF CHICAGO BY ADDITION
OF EX OFFICIO MEMBERS TO COMMUNITY
DEVELOPMENT COMMISSION.**

The Committee on Economic and Capital Development submitted the following report:

CHICAGO, October 28, 1997.

To the President and Members of the City Council:

Your Committee on Economic and Capital Development, having had under consideration a proposed ordinance transmitted with a communication signed by Mayor Richard M. Daley enlarging the Community Development Commission by the addition of certain ex-officio members, begs leave to recommend that Your Honorable Body do *Pass* said ordinance which is transmitted herewith.

This recommendation was concurred in by all the members of the committee present, with no dissenting votes.

Respectfully submitted,

(Signed) BERNARD J. HANSEN,
Chairman.

On motion of Alderman Hansen, 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, Steele, Beavers, Dixon, Shaw, Buchanan, Frias, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone-- 47.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The Chicago City Council established the Community Development Commission on December 11, 1991 by an amendment to the Municipal Code of Chicago; and

WHEREAS, Section 2-124 of the Municipal Code of Chicago defines the members, powers, and obligations of the Community Development Commission; and

WHEREAS, The addition of ex officio members of the Community Development Commission will ensure the timely consideration of matters by the Commission; now, therefore,

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

SECTION 1. Chapter 2-124-020(a) is hereby amended by deleting the language in brackets and adding the language in italics, as follows:

[The commission shall consist of nine members appointed by the mayor with the consent of the city council.] *The commission shall be composed*

of 13 members; seven members who are lay citizens, to be appointed by the mayor with the approval of the city council, and ex officio the commissioner of planning and development, the commissioner of housing, the city comptroller, the chairman of the city council committee on finance, the chairman of the city council committee on economic and capital development, and the chairman of the city council committee on housing and real estate.

SECTION 2. This ordinance shall be in force and effect from and after its passage and publication.

APPROVAL OF PROPERTY AT 2285 -- 2287 SOUTH BLUE
ISLAND AVENUE AS CLASS 6(b) AND ELIGIBLE
FOR COOK COUNTY TAX INCENTIVES.

The Committee on Economic and Capital Development submitted the following report:

CHICAGO, October 28, 1997.

To the President and Members of the City Council:

Your Committee on Economic and Capital Development, having had under consideration a proposed resolution introduced by Alderman Daniel Solis (25th Ward) authorizing Class 6(b) tax incentives for the property located at 2285 -- 2287 South Blue Island Avenue pursuant to the Cook County Real Property Classification ordinance, begs leave to recommend that Your Honorable Body *Adopt* said resolution which is transmitted herewith.

This recommendation was concurred in by all the members of the committee present, with no dissenting votes.

Respectfully submitted,

(Signed) BERNARD J. HANSEN,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Frias, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone-- 47.

Nays -- None.

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

The following is said resolution as adopted:

WHEREAS, The Cook County Board of Commissioners has amended the Cook County Real Property Classification Ordinance to provide real estate tax incentives to property owners who build, rehabilitate, enhance and occupy property which is located within Cook County and which is used for industrial purposes; and

WHEREAS, The City of Chicago (hereinafter referred to as "City"), consistent with the Cook County Real Property Classification Ordinance, as amended, wishes to induce industry to locate and expand in the City by offering financial incentives in the form of property tax relief; and

WHEREAS, Class 6(b) of this ordinance requires that the municipality in which such real estate proposed for Class 6(b) designation is located by lawful resolution approve such real estate to be necessary and appropriate for the real estate tax reduction incentive; and

WHEREAS, 2285 -- 2287 South Blue Island Avenue, hereinafter referred to as (the "Subject Property") is located within the State of Illinois, City of Chicago, Enterprise Zone Number 1 and the purpose of Enterprise Zones are the stimulation of economic activity and the revitalization of neighborhoods; and

WHEREAS, Czarnowski Display Service, Inc. (the "Tenant") of the Subject Property, will undertake the new construction of a sixteen thousand nine hundred (16,900) square foot, single story storage building with a mezzanine with the expectation that the project and property would be eligible for Class 6(b) real estate tax reduction incentive pursuant to the Cook County Real Property Classification ordinance, as amended; and

WHEREAS, The Tenant intends to file with the Office of the Assessor of Cook County an Eligibility Application for Class 6(b) classification; and

WHEREAS, The Subject Property will be utilized for industrial purposes as the Tenant is a producer, installer and dismantler of display exhibits used at convention centers for the trade show industry; and

WHEREAS, The grant of Class 6(b) tax incentives for the Subject Property is necessary for the execution of the intended new construction; and

WHEREAS, The execution of this new construction and the future use of the Subject Property will provide significant present and future employment, both temporary and permanent; and

WHEREAS, The Permanent Real Estate Tax Index Numbers for the Subject Property are 17-30-210-049-0000 and 17-30-210-001-0000, as further described in Exhibit A attached hereto and made a part hereof; and

WHEREAS, Notwithstanding the Class 6(b) status of the Subject Property the new construction of and utilization thereof will generate significant new revenues to the City in the form of additional real estate taxes and other tax revenues; now, therefore,

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

SECTION 1. The Subject Property is appropriate for Class 6(b) tax incentive benefits pursuant to the Cook County Real Property Classification Ordinance, as amended; and

SECTION 2. The incentives provided by the Class 6(b) real property assessment classification are necessary for the proposed new construction of 2285 -- 2287 South Blue Island Avenue, Chicago, Illinois, as further described in the legal description attached hereto as Exhibit A; and

SECTION 3. Pursuant to the Cook County Real Property Classification Ordinance, as amended, the City of Chicago, Illinois hereby approves, consents and supports the classification of the Subject Property as Class 6(b) property, and the Class 6(b) real estate tax incentives shall apply to the property identified as Permanent Real Estate Index Numbers: 17-30-210-049-0000 and 17-30-210-001-0000; and

SECTION 4. The Clerk of the City of Chicago is authorized to and shall send a certified copy of this resolution to the Office of the Cook County Assessor, Room 312, County Building, Chicago, Illinois 60602; and

Be It Further Resolved, That this resolution shall be effective immediately upon its passage and approval, or as otherwise provided by law.

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

Exhibit "A".

Those parts of Lots 8 to 14, both inclusive, in Block 8 in S. J. Walker's Dock Addition to Chicago, being a subdivision of the east half north of the River of Section 30, Township 39 North, Range 14 East of the Third Principal Meridian, described as follows:

beginning at the intersection of the southeasterly line of Blue Island Avenue with the west line of Paulina Street, being the northern most corner of Lot 1 in Block 8 in S. J. Walker's Dock Addition aforesaid; thence west along the south line of Blue Island Avenue to the northeast corner of Lot 8 as the place of beginning; thence southeast along the southeast line of Lot 8 for a distance of 81.10 feet; thence south 65 degrees, 02 minutes, 04 seconds west to a point in the southwesterly line of Lot 14 in said Block 8 that is 18.90 feet distant north 26 degrees, 02 minutes, 00 seconds west from the southern most corner of said Lot 14 (as measured along its southwesterly line); thence north 26 degrees, 02 minutes, 00 seconds west along the southwesterly line of said Lot 14 a distance of 81.10 feet to its most westerly corner, being on the southeasterly line of Blue Island Avenue; thence north 63 degrees, 52 minutes, 00 seconds east along said southeasterly line of Blue Island Avenue; thence north 63 degrees, 52 minutes, 00 seconds east along said southeasterly line of Blue Island Avenue, being also the northwesterly lines of Lots 14 to 8, inclusive, aforesaid, to the point of beginning, containing an area of approximately 27,249.60 square feet, more or less.

COMMITTEE ON EDUCATION.

**ILLINOIS GENERAL ASSEMBLY URGED TO REVISE
METHOD OF FUNDING ELEMENTARY AND
SECONDARY EDUCATION.**

The Committee on Education submitted the following report:

CHICAGO, October 28, 1997.

To the President and Members of the City Council:

Your Committee on Education, having had under consideration a resolution calling on the Illinois General Assembly to enact legislation during its fall 1997 veto session to overhaul the method by which public elementary and secondary education are funded in Illinois, by reducing reliance on local property taxation and fulfilling the state government's constitutional responsibility, begs leave to recommend that Your Honorable Body do *Adopt* said resolution which is transmitted herewith.

This recommendation was concurred in by a viva voce vote of the committee, without dissent.

Respectfully submitted,

(Signed) PATRICK J. O'CONNOR,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Frias, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone --47.

Nays -- None.

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

The following is said resolution as adopted:

WHEREAS, Article X, Section 1 of the Illinois Constitution provides in relevant part that "The State has the primary responsibility for financing the system of public education" at least through the secondary level; and

WHEREAS, This clear statement was adopted as part of the Constitution by referendum, and is therefore a statement of the will of the people of the State of Illinois; and

WHEREAS, In spite of the will of the people expressed in the Constitution, and in spite of the State's great wealth, the Illinois General Assembly has

allowed the State's contribution to the education of public school children to shrink to 32.28%, the lowest level of state contribution in years; and

WHEREAS, The State's per capita contribution to the education of its public school students ranks a dismal forty-seventh among the fifty states; and

WHEREAS, By its ever greater failure to comply with the constitutional policy of primary financial responsibility, the State of Illinois has forced local governments to rely more and more on the property tax to support public education; and

WHEREAS, The General Assembly's response to complaints about increased property taxation was not to fulfill the State's obligation, but to impose new restrictions on property taxation while further reducing State support of education; and

WHEREAS, The increasing reliance on property taxation to support public education exacerbates financial disparities among local districts. The State's failure to meet its responsibilities works to the benefit of already advantaged districts, such as districts with great concentrations of personal wealth, or small districts that are fortunate enough to contain large property taxpayers such as shopping malls or industrial parks. Other districts without these advantages see the financial gap between themselves and the favored communities grow; and

WHEREAS, Increases in State funding of public education, to meet the State's responsibilities under the Constitution, would not diminish the creative and supplemental programs that can be found in many advantaged districts. An increase would, however, enhance the ability of less fortunate districts to meet the educational needs of their students; and

WHEREAS, It is universally agreed that education is the most reliable path to economic and social advancement. It therefore behooves the State of Illinois to expand its role in assisting its children in order to protect the vitality of the State's economy in years to come; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, assembled this 28th day of October, 1997, do hereby call on the Illinois General Assembly to enact legislation during its fall 1997 veto session, to overhaul the method by which public elementary and secondary education are funded in Illinois, by reducing reliance on local property taxation and fulfilling the State government's constitutional responsibility; and

Be It Further Resolved, That suitable copies of this resolution be presented to Governor Jim Edgar, Speaker of the House Michael J. Madigan, Illinois Senate President James "Pate" Phillip, Illinois Senate Minority Leader Emil Jones, Jr. and Illinois House Minority Leader Lee A. Daniels.

COMMITTEE ON ENERGY, ENVIRONMENTAL
PROTECTION AND PUBLIC UTILITIES.

AUTHORIZATION FOR DISBURSEMENT OF CREDITS FROM
EMISSION REDUCTION CREDIT BANKING AND
TRADING PROGRAM TO WHEATLAND
TUBE COMPANY.

The Committee on Energy, Environmental Protection and Public Utilities submitted the following report:

CHICAGO, October 28, 1997.

To the President and Members of the City Council:

Your Committee on Energy, Environmental Protection and Public Utilities, to which was referred a communication signed by The Honorable Richard M. Daley, Mayor, under date of October 1, 1997, transmitted with an ordinance authorizing the disbursement of credits from the Emission Reduction Credit Banking and Trading Program to Wheatland Tube Company, begs leave to recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a viva voce vote of members of the committee.

Respectfully submitted,

(Signed) VIRGINIA A. RUGAI,
Chairman.

On motion of Alderman Rugai, 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, Steele, Beavers, Dixon, Shaw, Buchanan, Frias, Olivo, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 46.

Nays -- None.

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

Alderman Burke was excused from voting under the provisions of Rule 14 of the City Council's Rules of Order and Procedure.

The following is said ordinance as passed:

WHEREAS, The City Council of the City of Chicago has adopted Section 11-4-575 of the Municipal Code of Chicago, thereby authorizing the Emission Reduction Credit Banking and Trading Program ("Program"); and

WHEREAS, The Program allows the City of Chicago to accept donations of emission reduction credits and to transfer credits to allow the creation of new business activity or expansion of existing business activity; and

WHEREAS, In order to implement the Program, the City of Chicago has established an Emission Reduction Credit Banking and Trading Committee ("Committee") to receive, review and make recommendations to the City Council on applications for the transfer of emission reduction credits; and

WHEREAS, The Committee has received and reviewed the application of Wheatland Tube Company ("Applicant") for a transfer of ninety-nine and thirty-five one-hundredths (99.35) tons of emission reduction credits to allow expansion of the Applicant's business, located at 4435 South Western Boulevard; and

WHEREAS, The Applicant has also requested a variance to seven (7) tons of emission reduction credits to be recharacterized in order to allow offset of hazardous air pollutant emissions; and

WHEREAS, The Applicant will use approximately seventy percent (70%) of the requested credits to expand its existing business, which will involve: remediation of an abandoned industrial brownfield at a cost to the Applicant of more than Two Million Dollars (\$2,000,000); the creation of twenty-five (25) to fifty (50) new jobs and the generation of an additional Thirty Million Dollars (\$30,000,000) in economic activity; and

WHEREAS, The Applicant has agreed to undertake projects to benefit the natural environment and the local community, at a cost to the Applicant of Fifteen Thousand Dollars (\$15,000); and

WHEREAS, The Applicant has agreed to pay the City Ten Thousand Dollars (\$10,000) per year for a period of five (5) years as compensation for the credits received, and that sum will be used for improving the environment in Chicago; and

WHEREAS, The Committee has developed an incentive package that encourages the Applicant to engage in pollution prevention and return unneeded credits to the City; and

WHEREAS, The remaining thirty percent (30%) of the requested credits will be retired for the purposes of improving air quality in this region; and

WHEREAS, The Committee has sought public comment on the application and has conducted a public hearing in the immediately adjacent community; and

WHEREAS, The Committee has recommended that the City Council approve the Applicant's application and the requested variance; now, therefore,

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

SECTION 1. The City Council adopts the statements contained in the preamble of this ordinance as its findings as if fully set forth herein.

SECTION 2. Pursuant to Section 11-4-575 of the Municipal Code of the City of Chicago, the application of Wheatland Tube Company for transfer of ninety-nine and thirty-five one-hundredths (99.35) tons of emission reduction credits, and the related variance allowing recharacterization of seven (7) tons of emission reduction credits, are hereby approved.

SECTION 3. The Emission Reduction Credit Banking and Transfer Committee is authorized to negotiate and execute an agreement embodying the transfer and variance approved in Section 2 hereof, as well as the other terms and conditions described in Wheatland Tube Company's application and the resolution of the Emission Reduction Credit Banking and Transfer Committee and such additional terms as the Committee considers necessary to implement the approved transfer and variance.

SECTION 4. This ordinance shall be in full force and effect from and after its passage and approval.

COMMITTEE ON HEALTH.

GOVERNOR JIM EDGAR AND ILLINOIS SENATE URGED TO ADOPT MANAGED CARE REFORM ACT.

The Committee on Health submitted the following report:

CHICAGO, October 27, 1997.

To the President and Members of the City Council:

Your Committee on Health, which met in Room 201-A on October 27, 1997 to hear a resolution on House Bill 626, Managed Care Reform Act, presented by Alderman Ed Smith and others, begs leave to report that Your Honorable Body *Adopt* the said proposed resolution which is transmitted herewith.

The resolution was adopted unanimously by the committee.

Respectfully submitted,

(Signed) ED H. SMITH,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Frias, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 47.

Nays -- None.

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

The following is said resolution as adopted:

WHEREAS, Health maintenance organizations (H.M.O.s) were originally developed to promote preventive health care in order to preserve health, reduce the need for medical treatment and thereby reduce medical care costs; and

WHEREAS, With greater stress on cost reduction, health care providers developed variations on the H.M.O. concept, created preferred provider organizations (P.P.O.s) and other group plans, all of which have come to be known as "Managed Care Organizations" (M.C.O.s); and

WHEREAS, Many employers, unions, pension plans and other groups that supply medical coverage to their members have selected one (1) or more M.C.O.s as the primary means of providing that coverage and maintaining as full a range of coverage as possible at the lowest cost; and

WHEREAS, In some cases, the increased competition among M.C.O.s for market share and the financial concerns of coverage groups have led to an ever greater focus on costs of providing service, resulting in deferred care, lack of access to specialized care, lack of access to second opinions, and confusion over the availability of emergency care; and

WHEREAS, Some medical practitioners within M.C.O.s have expressed frustration over increased concern on the part of M.C.O. administrators, that excessive time is used in diagnosing and treating patients. These practitioners seek to place emphasis on thoroughness and maintaining the trust that underlies a workable doctor-patient relationship; and

WHEREAS, Some members of M.C.O. groups, sharing these same frustrations, have grown distrustful of their health care plans and reluctant to use them for fear of being denied adequate care; and

WHEREAS, Practices vary among M.C.O.s, so that a prospective enrollee cannot be assured of what to expect when changing employers, or when a group changes plans, or in the event of open enrollment for multi-M.C.O. groups; and

WHEREAS, In order to address these concerns without imposing excessive governmental control over the doctor-patient relationship and without imposing significant new costs for group coverage, the Illinois House of Representatives has passed H.B. 626, which, if also passed by the Illinois Senate and approved by the Governor, will create the Managed Care Reform Act; and

WHEREAS, The Managed Care Reform Act, as passed by the Illinois House of Representatives, establishes a list of items that must be part of, and disclosed by, every M.C.O. in this state. The list includes descriptions of the following: M.C.O. coverage; prior authorizations needed for treatments,

pharmaceuticals and services; a description of the M.C.O.'s utilization review procedures; methodologies used to calculate reimbursements to providers; explanation of co-insurance, co-payment, deductibles, payment caps, financial responsibility for seeking service outside the M.C.O., and other financial factors affecting enrolled members; grievance procedures; emergency and off-hour treatment procedures; access to specialists; procedures for changing primary care and specialized care providers within the M.C.O.; an enrollee's right to seek help outside the M.C.O. of a medical condition or problem is beyond training and expertise of the M.C.O.; procedures for standing referrals to specialists where appropriate; procedures for enrollee input into development of M.C.O. policies; methods for addressing the needs of non-english speaking enrollees; and a description of specialty care providers available to enrollees; and

WHEREAS, The Managed Care Reform Act would set minimum standards for informing group enrollees of their rights, available services, methods of accessing those services and grievance procedures. The Act would also restore trust in the physician-patient relationship by prohibiting misguided M.C.O. attempts to hold costs down through "gag" rules that limit communication between provider and patient concerning the nature of a medical condition or the range of treatments available, or that prevent a primary care provider from advocating for a patient's right to specialized care; and

WHEREAS, The Managed Care Reform Act would also require periodic utilization review procedures and reports by M.C.O.s to assure honest assessment of practices and procedures; and

WHEREAS, The Managed Care Reform Act would also establish an ombudsman program within the Illinois Department of Public Health, so that M.C.O. enrollees would be able to seek an advocate for their interests; and

WHEREAS, H.B. 626, the Managed Care Reform Act, will restore public trust in the changing medical profession and assure better health care for Illinois residents, for the benefit of enrollees, membership groups and ultimately the M.C.O.s affected; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled this twenty-eighth day of October, 1997 do hereby call on the Illinois Senate to adopt H.B. 626, in the form passed by the Illinois House of Representatives during the fall veto session of the General Assembly; and

Be It Further Resolved, That we call on Governor Jim Edgar to approve H.B. 626 upon passage by the Illinois Senate in the form passed by the Illinois House of Representatives; and

Be It Further Resolved, That suitable copies of this resolution be presented to Governor Jim Edgar, Senator James "Pate" Philip, Senator Emil Jones, Jr. and the clerk of the Illinois Senate.

COMMITTEE ON HOUSING AND REAL ESTATE.

APPROVAL OF SITE DESIGNATION FOR EDGEBROOK
AND MELROSE BRANCH LIBRARIES.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, October 23, 1997.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred an ordinance by the Public Building Commission approving the site designation for the Edgebrook and Melrose branch libraries, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted;

(Signed) RAY SUAREZ,
Chairman.

On motion of Alderman Suarez, 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, Steele, Beavers, Dixon, Shaw, Buchanan, Frias, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 47.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, Pursuant to the provisions of "An Act to authorize the creation of Public Building Commissions and to define their rights, powers and duties", as amended, the City Council of the City of Chicago (the "City") created the Public Building Commission of Chicago (the "Commission") for the purpose of facilitating the construction of public buildings and facilities; and

WHEREAS, The City and the Commission have entered into a Master Intergovernmental Agreement (the "Agreement"), which authorizes the Commission to undertake the acquisition, construction, alteration, repair, renovation, rehabilitation and improvement of branch library facilities (the "Project") for use by the Chicago Public Library (the "Library") in the furnishing of essential governmental services on behalf of the City; and

WHEREAS, The Agreement provides that the costs of acquiring and constructing the Project will be funded from the proceeds derived from the issuance of City of Chicago General Obligation Library Bonds, Series 1997, and other public and private funding sources and grants available for such purposes; and

WHEREAS, At the request of the Library, the Board of Commissioners of the Commission by resolution on August 12, 1997 approved the designation of the property commonly known as 5313 -- 5331 West Devon Avenue and 1627 -- 1635 West Melrose Street, as legally described hereinbelow, for acquisition and construction of the Edgebrook Branch Library and the Melrose Branch Library, respectively; and

WHEREAS, The property so selected, located and designated lies wholly within the territorial limits of the City, is conveniently located and of sufficient size to accomplish and effectuate the aforesaid purposes and provide appropriate architectural settings and adequate landscaping for such purposes; and

WHEREAS, Pursuant to the requirements of Section 14 of the Act, the Commission has requested that the City Council approve the following-described property as sites to be acquired for the construction of the Edgebrook Branch Library and the Melrose Branch Library; now, therefore,

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

SECTION 1. The City Council of the City does hereby approve the following-described property, heretofore selected, located and designated by the Commission, as sites to be acquired for acquisition, construction and improvement of branch library facilities:

Edgebrook Branch Library.

5313 -- 5331 West Devon Avenue.

Lots 3 through 10, both inclusive, in Block 34 in Edgebrook Manor, being a subdivision of Lots 27, 32, 33, 34 and 35, that part of the southwest half of Lot 38 and Lot 39 west of road, all of Lots 40, 41, 42, 43 and 44, the southwest half of Lot 45 all of Lots 47, 48, 49, 50, 51 and 52 in the subdivision of Bronson's Partition of Caldwell's Reserve in Townships 40 and 41 North, Range 13 East of the Third Principal Meridian (except therefrom that part of said Lots 34 and 41 lying south of the north city limits of the City of Chicago west of the centerline of Carpenter Road and east of the right-of-way of the Chicago, Milwaukee and St. Paul Railroad Company and except also the 100 foot right-of-way of the Chicago and Milwaukee and St. Paul Railroad Company) in Section 4, Township 40 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

Melrose Branch Library.

1627 -- 1635 West Melrose Street.

Lots 39, 40, 41, 42 and 43, both inclusive, in Block 10 in Gross' North Addition of Chicago in Section 19, Township 40, Range 13 East of the Third Principal Meridian in Cook County, Illinois.

SECTION 2. This ordinance shall be in full force and effect immediately upon its passage as required by law.

ACCEPTANCE OF BIDS FOR PURCHASE OF CITY-OWNED
PROPERTIES AT VARIOUS LOCATIONS UNDER
ADJACENT NEIGHBORS LAND
ACQUISITION PROGRAM.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, October 23, 1997.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred three ordinances by the Department of General Services authorizing the sale of property under the Adjacent Neighbors Land Acquisition Program at the following locations:

Address	Bidder	Bid	Ward
1223 South Kolin Avenue	Ida M. Milan	\$ 300.00	24th Ward
4205 South Dr. Martin Luther King, Jr. Drive	Pamela Carson	500.00	3rd Ward
414 West 56th Street	Clarence and Minnie Walker	316.00	3rd Ward

having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinances transmitted herewith.

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

Respectfully submitted,

(Signed) RAY SUAREZ,
Chairman.

On motion of Alderman Suarez, the said proposed ordinances transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Frias, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 47.

Nays -- None.

Alderman Natarus 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):

1223 South Kolin Avenue.

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

SECTION 1. The City of Chicago hereby accepts the following bid to purchase the vacant property ("Parcel") identified in Exhibit "A" attached hereto, pursuant to the terms of the Adjacent Neighbors Land Acquisition Program ("Program").

SECTION 2. The Mayor or his proxy is authorized to execute, and the City Clerk is authorized to attest, a quitclaim deed conveying the Parcel to the successful bidder identified on Exhibit A. The conveyance shall be subject to all terms, conditions, covenants and restrictions of the Program.

SECTION 3. This ordinance shall take effect and be in full force from the date of its passage.

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

Exhibit "A".

Bidder: Ida M. Milam

Real Estate Number: 9908

Address: 1221 South Kolin
Avenue

Address: 1223 South Kolin
Avenue

Bid Amount: \$300.00

Permanent Index Number:
16-22-201-013-0000

Legal Description.

Lot 15 in Block 1 in the subdivision of Blocks 13,14,15 and 16 in the subdivision by L.C. Paine Freer (as receiver) of the west half of the northeast quarter of Section 22, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

4205 South Dr. Martin Luther King, Jr. Drive.

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

SECTION 1. The City of Chicago hereby accepts the following bid to purchase the vacant parcel of property ("Parcel") identified in Exhibit "A" attached hereto, pursuant to the terms of the Adjacent Neighbors Land Acquisition Program ("Program").

SECTION 2. The Mayor or his proxy is authorized to execute, and the City Clerk is authorized to attest, a quitclaim deed conveying the Parcel to the successful bidder identified on Exhibit A. The conveyance shall be subject to all terms, conditions, covenants and restrictions of the Program.

SECTION 3. This ordinance shall take effect and be in full force from the date of its passage.

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

Exhibit "A".

Bidder: Pamela Carson

Real Estate Number: 1537

Address: 4203 South Dr. Martin
Luther King, Jr. Drive

Address: 4205 South Dr. Martin
Luther King, Jr. Drive

Bid Amount: \$500.00

Permanent Index Number:
20-03-220-003-0000

Legal Description.

The south 20.4 feet of the north 61.8 feet of Lot 8 in subdivision of Lots B, C, D, E and F in Higgins, Laflin and Furber's Subdivision of that part of the north half of the south half of the southwest quarter of the northeast quarter of Section 3, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

414 West 56th Street.

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

SECTION 1. The City of Chicago hereby accepts the bid to purchase the vacant parcel of property ("Parcel") identified on Exhibit A attached hereto, pursuant to the terms of the Adjacent Neighbors Land Acquisition Program ("Program").

SECTION 2. The Mayor or his proxy is authorized to execute and the City Clerk is authorized to attest, a quitclaim deed conveying the Parcel to the successful bidder identified on Exhibit A. The conveyance shall be subject to all terms, conditions, covenants and restrictions of the Program.

SECTION 3. This ordinance shall take effect and be in full force from the date of its passage.

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

Exhibit "A".

Bidder: Clarence and Minnie Walker

Real Estate Number: 9950

Address: 412 West 56th Street

Address: 414 West 56th Street

Bid Amount: \$316.00

Permanent Index Number:
20-16-103-036-0000

Legal Description.

Lot 32 in Block 2 in Miller and Rigdon's Subdivision of Block 29 (excluding the north 134 feet thereof) in School Trustees' Subdivision of Section 16, Township 38 North Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

ACQUISITION OF PROPERTY IN AREA BOUNDED BY EAST
91ST STREET, SOUTH SOUTH CHICAGO AVENUE, SOUTH
BALTIMORE AVENUE AND SOUTH BRANDON
AVENUE FOR CONSTRUCTION OF 93RD
STREET METRA TRAIN STATION
AND PARK AND RIDE LOT.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, October 23, 1997.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred an ordinance by the Department of Transportation authorizing the acquisition of property for the construction of a new 93rd Street Metra Train Station and Park and Ride Lot. (See Exhibit A-4A and 4B Legal Description), having the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) RAY SUAREZ,
Chairman.

On motion of Alderman Suarez, 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, Steele, Beavers, Dixon, Shaw, Buchanan, Frias, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 47.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, On December 21, 1994 (Council Journal of Proceedings, pages 64011 -- 64013) the City Council of the City of Chicago determined that it is useful, desirable and necessary that the City of Chicago acquire for public use for the Chicago Department of Transportation the property commonly referred to as the railroad right-of-way in the area bounded by East 91st Street, South South Chicago Avenue, South Baltimore Avenue and South Brandon Avenue to be used for the construction of a new 93rd Street Metra Train Station and Park and Ride Lot; and

WHEREAS, The Commissioner of the Department of Transportation ("Commissioner") was authorized by said ordinance to negotiate for the acquisition of the property; and

WHEREAS, Funding for the acquisition of the property is provided by federal Congestion Mitigation and Air Quality funds and State of Illinois matching funds; and

WHEREAS, A purchase price for various parcels of said property described in Exhibit A has been negotiated; now, therefore,

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

SECTION 1. The purchase of property for the sums as follows is hereby approved:

Parcel 0004A	\$5,500

Parcel 0004B	\$12,500

The Commissioner is authorized to execute on behalf of the City of Chicago, a real estate sales agreement and such other documents as may be necessary to implement the acquisition of the parcels. After approval and review, the Corporation Counsel is authorized to accept on behalf of the City, a deed of conveyance from the owner(s) of the parcels.

SECTION 2: This ordinance shall become effective immediately upon its passage.

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

Exhibit "A".

4A

Legal Description.

All of Lots 7 and 8 in the subdivision of Lots 19 to 28, inclusive, and part of Lot 48 in Block 68 in South Chicago Subdivision, recorded March 11, 1876 as Document Number 76265.

4B.

Legal Description.

The west 18 feet of Lot 47, and the west 18 feet of Lot 48 except the south 130 feet thereof, in Block 68 in South Chicago, a subdivision by the Calumet and Chicago Canal and Dock Company of parts of fractional Sections 5 and 6, Township 37 North, Range 15 East of the Third Principal Meridian in Cook County, Illinois, recorded March 6, 1874 as Document Number 145821; and also the east 12 feet of Lots 29 through 46, inclusive, of said Block 68.

AUTHORIZATION FOR ACQUISITION OF PROPERTY FOR
SOUTH DAMEN AVENUE VIADUCT AND
BRIDGE RECONSTRUCTION.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, October 23, 1997.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred an ordinance by the Department of Transportation authorizing the acquisition of property for the South Damen Avenue viaduct and bridge reconstruction, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a vote of the members of the committee present, with Alderman Stone dissenting.

Respectfully submitted,

(Signed) RAY SUAREZ,
Chairman.

On motion of Alderman Suarez, 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, Steele, Beavers, Dixon, Shaw, Buchanan, Frias, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 47.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, On January 14, 1997 the City Council of the City of Chicago approved the Annual Highway Program Ordinance (Council Journal of Proceedings, pages 37339 -- 37348) which appropriated funding for project activities including but not limited to the acquisition of right-of-way, preliminary engineering, contract construction, force account construction and/or construction engineering/supervision for the improvement of the Damen Avenue bridge and viaduct located north and south of I-55 (the "Project"); and

WHEREAS, The Project involves the design and replacement of the existing steel bridge over the Chicago River with a new fixed structure. The new steel bridge and the north and south approach viaducts will be wider and lower than the existing structure and will improve roadway geometrics and public safety; and

WHEREAS, Plans, engineering and construction drawings have been prepared and developed, and the Commissioner of the Department of Transportation (the "Commissioner") has identified specific parcels of right-of-way necessary for the construction, operation and maintenance of the Project; and

WHEREAS, The Illinois Department of Transportation has authorized the commencement of right-of-way acquisition for the Project; and

WHEREAS, It is the intent of the City Council to grant to the Commissioner the authority to acquire such right-of-way for the Project, in accordance with applicable federal and state regulations; now, therefore,

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

SECTION 1. It is useful, necessary and advantageous for the City to acquire title or rights to the real property identified in Exhibit A which is attached and incorporated hereto, for the purposes of the construction, operation and maintenance of the Project.

SECTION 2. The Commissioner is hereby authorized to negotiate, on behalf of the City of Chicago, with the owners of the real property identified in Exhibit A to acquire such property or property rights for the Project. In the event a settlement is reached with the owner, the Commissioner is hereby authorized to acquire such parcel or rights at the agreed price, subject to the approval of the state, and in accordance with all applicable laws and regulations.

SECTION 3. In the event that the Commissioner is unable to negotiate or agree with the owner of a parcel, or the owner is unable to convey clear title or rights to any such parcel, then the Commissioner shall report such fact to the Corporation Counsel who is hereby authorized to institute proceedings in eminent domain to acquire such parcel or property rights in accordance with the laws of the State of Illinois.

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

[Exhibit "A" referred to in this ordinance printed on
pages 54774 through 54796 of this Journal.]

Exhibit "A".
(Page 1 of 23)

Legal description for Temporary Easement
From LAKESIDE BANK as Trustee,
Trust No. 10-1189
For the City of Chicago
Damen Avenue Reconstruction Project
Job # 10-2298-01 May 15, 1997
PARCEL NO.0001TE

THE EAST 6.000 METERS [19.68 FEET] OF LOTS 4 TO 25, INCLUSIVE, IN LEONARDS AND ROSTON'S SUBDIVISION OF BLOCK 3 IN SAMUEL J. WALKER'S SUBDIVISION OF THAT PART SOUTH OF THE ILLINOIS AND MICHIGAN CANAL OF THE NORTHWEST 1/4 OF SECTION 31, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPTING THEREFROM THE EAST 2.000 METERS [6.56 FEET] THEREOF AND ALSO EXCEPTING THE WEST 1.000 METER [3.28 FEET] OF SAID EAST 6.000 METERS [19.68 FEET] OF SAID LOTS 18 TO 23, INCLUSIVE, ALL IN COOK COUNTY, ILLINOIS.

CONTAINING 0.0597 HECTARE [0.148 ACRE] OF LAND , MORE OR LESS.

Legal description for Permanent Easement
For reconstruction and maintenance of Damen Ave. Viaduct
From LAKESIDE BANK as Trustee,
Trust No. 10-1189
For the City of Chicago
Damen Avenue Reconstruction Project
Job # 10-2298-01 May 15, 1997
PARCEL NO.0001PE

THE EAST 2.000 METERS [6.56 FEET] OF LOTS 4 TO 25, INCLUSIVE, IN LEONARDS AND ROSTON'S SUBDIVISION OF BLOCK 3 IN SAMUEL J. WALKER'S SUBDIVISION OF THAT PART SOUTH OF THE ILLINOIS AND MICHIGAN CANAL OF THE NORTHWEST 1/4 OF SECTION 31, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL IN COOK COUNTY, ILLINOIS.

CONTAINING 0.0321 HECTARE [0.079 ACRE] OF LAND , MORE OR LESS.

Exhibit "A".
(Page 2 of 23)

Legal description for Temporary Easement
From METROPOLITAN BANK AND TRUST COMPANY
AS TRUSTEE, TRUST NO. 1800
For the City of Chicago
Damen Avenue Reconstruction Project
Job # 10-2298-01 May 15, 1997
PARCEL NO.0002TE

THAT PART OF BLOCK 2, IN SAMUEL J. WALKER'S SUBDIVISION OF THAT PART SOUTH OF THE ILLINOIS AND MICHIGAN CANAL OF THE NORTHWEST 1/4 OF SECTION 31, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A STRIP OF LAND OF UNIFORM WIDTH OF 7.000 METERS [22.97 FEET], LYING WEST OF AND ADJOINING A STRAIGHT LINE DRAWN FROM A POINT WHICH IS 331.59 FEET SOUTH OF, AND 58.00 FEET WEST OF THE NORTHEAST CORNER OF SAID NORTHWEST 1/4, TO A POINT 663.59 FEET SOUTH OF, AND 43.00 FEET WEST OF THE NORTHEAST CORNER OF SAID NORTHWEST 1/4, THE FORGOING BEING MEASURED SOUTH ON THE EAST LINE OF SAID NORTHWEST 1/4, AND AT RIGHT ANGLES THERETO, EXCEPTING FROM ABOVE DESCRIBED STRIP OF LAND THAT PART THEREOF THAT FALLS WITHIN EXISTING BUILDINGS, ALSO EXCEPTING THAT PART LYING NORTH OF THE LINE WHICH IS 186.50 FEET SOUTH OF AND PARALLEL WITH THE LINE DRAWN WESTERLY FROM THE EASTERLY LINE OF SAID NORTHWEST 1/4, 182.49 FEET SOUTH OF THE NORTHEAST CORNER THEREOF, AND FORMING AN ANGLE OF 90 DEGREES, 33 MINUTES, 15 SECONDS, AS MEASURED FROM NORTH TO WEST, AND ALSO EXCEPTING THE EAST 2.000 METERS [6.56 FEET] OF SAID 7.000 METERS [22.97 FEET] WIDE STRIP OF LAND, ALL IN COOK COUNTY, ILLINOIS.

CONTAINING 0.0238 HECTARE [0.059 ACRE] OF LAND, MORE OR LESS.

Legal description for Temporary Easement
From METROPOLITAN BANK AND TRUST COMPANY
AS TRUSTEE, TRUST NO. 1800
For the City of Chicago
Damen Avenue Reconstruction Project
Job # 10-2298-01 May 15, 1997
PARCEL NO.0002TE

THAT PART OF BLOCK 2, IN SAMUEL J. WALKER'S SUBDIVISION OF THAT PART SOUTH OF THE ILLINOIS AND MICHIGAN CANAL OF THE NORTHWEST 1/4 OF SECTION 31, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A STRIP OF LAND OF UNIFORM WIDTH OF 7.000 METERS [22.97 FEET], LYING WEST OF AND ADJOINING A STRAIGHT LINE DRAWN FROM A POINT WHICH IS 331.59 FEET SOUTH OF, AND 58.00 FEET WEST OF THE NORTHEAST CORNER OF SAID NORTHWEST 1/4, TO A POINT 663.59 FEET SOUTH OF, AND 43.00 FEET WEST OF THE NORTHEAST CORNER OF SAID NORTHWEST 1/4, THE FORGOING BEING MEASURED SOUTH ON THE EAST LINE OF SAID NORTHWEST 1/4, AND AT RIGHT ANGLES THERETO, EXCEPTING FROM ABOVE DESCRIBED STRIP OF LAND THAT PART THEREOF THAT FALLS WITHIN EXISTING BUILDINGS, ALSO EXCEPTING THAT PART LYING NORTH OF THE LINE WHICH IS 186.50 FEET SOUTH OF AND PARALLEL WITH THE LINE DRAWN WESTERLY FROM THE EASTERLY LINE OF SAID NORTHWEST 1/4, 182.49 FEET SOUTH OF THE NORTHEAST CORNER THEREOF, AND FORMING AN ANGLE OF 90 DEGREES, 33 MINUTES, 15 SECONDS, AS MEASURED FROM NORTH TO WEST, AND ALSO EXCEPTING THE EAST 2.000 METERS [6.56 FEET] OF SAID 7.000 METERS [22.97 FEET] WIDE STRIP OF LAND, ALL IN COOK COUNTY, ILLINOIS.

CONTAINING 0.0238 HECTARE [0.059 ACRE] OF LAND, MORE OR LESS.

Exhibit "A".
(Page 3 of 23)

Legal description for Temporary Easement
From WINTZ PROPERTIES, INC.
For the City of Chicago
Damen Avenue Reconstruction Project
Job # 10-2298-01 May 15, 1997
PARCEL NO. 0003TE

THE WEST 6.000 METERS [19.68 FEET] OF LOTS 1 TO 25, INCLUSIVE, TAKEN AS A TRACT (EXCEPT THE NORTH 33.00 FEET THEREOF) IN J. P. WILLARD'S SUBDIVISION OF THE WEST 1/2 OF BLOCK 5 IN CANAL TRUSTEES' SUBDIVISION OF THE EAST 1/2 OF SECTION 31, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPTING THEREFROM THE WEST 2.000 METERS [6.56 FEET] OF SAID LOTS 1 TO 25, INCLUSIVE, TAKEN AS A TRACT (EXCEPT THE NORTH 33.00 FEET THEREOF), IN COOK COUNTY, ILLINOIS.

CONTAINING 0.0726 HECTARE [0.179 ACRE] OF LAND, MORE OR LESS.

Legal description for Permanent Easement
For reconstruction and maintenance of Damen Ave. Viaduct
From WINTZ PROPERTIES, INC.
For the City of Chicago
Damen Avenue Reconstruction Project
Job # 10-2298-01 July 15, 1997
PARCEL NO. 0003PE

THE WEST 2.000 METERS [6.56 FEET] OF LOTS 1 TO 25, INCLUSIVE, TAKEN AS A TRACT (EXCEPT THE NORTH 33.00 FEET THEREOF) IN J. P. WILLARD'S SUBDIVISION OF THE WEST 1/2 OF BLOCK 5 IN CANAL TRUSTEES' SUBDIVISION OF THE EAST 1/2 OF SECTION 31, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPTING THEREFROM THAT PART OF THE WEST 1.219 METERS [4.00 FEET] OF THE NORTH 12.802 METERS [42.00 FEET] OF SAID LOTS 1 TO 25, INCLUSIVE, TAKEN AS A TRACT (EXCEPT THE NORTH 33.00 FEET THEREOF), THAT LIES ABOVE AND EXTENDS UPWARD FROM A LEVEL PLANE HAVING AN ELEVATION OF 9.754 METERS [32.00 FEET] ABOVE CHICAGO CITY DATUM, IN COOK COUNTY, ILLINOIS.

CONTAINING 0.0347 HECTARE [0.086 ACRE] OF LAND, MORE OR LESS.

Exhibit "A".
(Page 4 of 23)

Legal description for Temporary Easement
From LANCORP, INC.
For the City of Chicago
Damen Avenue Reconstruction Project
Job # 10-2298-01 May 15, 1997
PARCEL NO.0004TE

THAT PART OF BLOCK 2 IN WALKER AND WESTON'S SUBDIVISION OF BLOCK 4 IN CANAL TRUSTEES' SUBDIVISION OF THE EAST 1/2 OF SECTION 31, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
A STRIP OF LAND OF UNIFORM WIDTH OF 4.500 METERS [14.76 FEET], LYING NORTH OF THE SOUTH LINE OF LOT 28 IN SAID BLOCK 2, AND SOUTH OF THE NORTH LINE OF LOT 19 IN SAID BLOCK 2, AND LYING EASTERLY OF AND ADJOINING A STRAIGHT LINE DRAWN FROM A POINT ON SAID NORTH LINE OF LOT 19 WHICH IS 23.11 FEET EAST FROM THE NORTHWEST CORNER THEREOF, AS MEASURED ALONG SAID NORTH LINE, TO A POINT ON SAID SOUTH LINE OF LOT 28 WHICH IS 11.58 FEET EAST FROM THE SOUTHWEST CORNER THEREOF, AS MEASURED ALONG SAID SOUTH LINE, EXCEPTING FROM ABOVE DESCRIBED STRIP OF LAND THE WEST 2.000 METERS [6.56 FEET] THEREOF AND THAT PART THEREOF THAT FALLS WITHIN EXISTING BUILDINGS, AND ALSO EXCEPTING THAT PART LYING NORTH OF THE SOUTH LINE OF THE PARCEL OF LAND DESCRIBED AS FOLLOWS:
BEGINNING AT SAID POINT ON THE NORTH LINE OF LOT 19 WHICH IS 23.11 FEET EAST FROM THE NORTHWEST CORNER THEREOF, AS MEASURED ALONG SAID NORTH LINE; THENCE EAST ALONG SAID NORTH LINE, ON ASSUMED BEARING OF NORTH 87 DEGREES, 59 MINUTES, 04 SECONDS EAST, A DISTANCE OF 21.44 FEET; THENCE SOUTH 01 DEGREE, 30 MINUTES, 57 SECONDS EAST, A DISTANCE OF 17.64 FEET; THENCE SOUTH 87 DEGREES, 56 MINUTES, 27 SECONDS WEST, A DISTANCE OF 22.24 FEET TO A POINT ON THE LINE DRAWN FROM THE POINT OF BEGINNING TO AFORESAID POINT ON THE SOUTH LINE OF LOT 28 WHICH IS 11.58 FEET EAST FROM THE SOUTHWEST CORNER THEREOF, AS MEASURED ALONG SAID SOUTH LINE; THENCE NORTH ALONG SAID LINE TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

CONTAINING 0.0166 HECTARE [0.041 ACRE] OF LAND, MORE OR LESS.

Legal description for Permanent Easement
For Damen Avenue Viaduct Reconstruction and Maintenance
From LANCORP, INC.
For the City of Chicago
Damen Avenue Reconstruction Project
Job # 10-2298-01 May 15, 1997
PARCEL NO.0004PE

THAT PART OF BLOCK 2 IN WALKER AND WESTON'S SUBDIVISION OF BLOCK 4 IN CANAL TRUSTEES' SUBDIVISION OF THE EAST 1/2 OF SECTION 31, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
A STRIP OF LAND OF UNIFORM WIDTH OF 2.000 METERS [6.56 FEET], LYING NORTH OF THE SOUTH LINE OF LOT 28 IN SAID BLOCK 2, AND SOUTH OF THE NORTH LINE OF LOT 19 IN SAID BLOCK 2, AND LYING EASTERLY OF AND ADJOINING A STRAIGHT LINE DRAWN FROM A POINT ON SAID NORTH LINE OF LOT 19 WHICH IS 23.11 FEET EAST FROM THE NORTHWEST CORNER THEREOF, AS MEASURED ALONG SAID NORTH LINE, TO A POINT ON SAID SOUTH LINE OF LOT 28 WHICH IS 11.58 FEET EAST FROM THE SOUTHWEST CORNER THEREOF, AS MEASURED ALONG SAID SOUTH LINE, EXCEPTING THEREFROM THAT PART LYING NORTH OF THE SOUTH LINE OF THE PARCEL OF LAND DESCRIBED AS FOLLOWS:
BEGINNING AT SAID POINT ON THE NORTH LINE OF LOT 19 WHICH IS 23.11 FEET EAST FROM THE NORTHWEST CORNER THEREOF, AS MEASURED ALONG SAID NORTH LINE; THENCE EAST ALONG SAID NORTH LINE, ON ASSUMED BEARING OF NORTH 87 DEGREES, 59 MINUTES, 04 SECONDS EAST, A DISTANCE OF 21.44 FEET; THENCE SOUTH 01 DEGREE, 30 MINUTES, 57 SECONDS EAST, A DISTANCE OF 17.64 FEET; THENCE SOUTH 87 DEGREES, 56 MINUTES, 27 SECONDS WEST, A DISTANCE OF 22.24 FEET TO A POINT ON THE LINE DRAWN FROM THE POINT OF BEGINNING TO AFORESAID POINT ON THE SOUTH LINE OF LOT 28 WHICH IS 11.58 FEET EAST FROM THE SOUTHWEST CORNER THEREOF, AS MEASURED ALONG SAID SOUTH LINE; THENCE NORTH ALONG SAID LINE TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

CONTAINING 0.0145 HECTARE [0.036 ACRE] OF LAND, MORE OR LESS.

Exhibit "A".
(Page 5 of 23)

Legal description for Right Of Way land acquisition
From ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY
A CORPORATION OF DELAWARE
For the City of Chicago
Damen Avenue Reconstruction Project
CDOT Proj. No. E-4-430 June 26, 1997
PARCEL NO. 0005PE

A PARCEL OF LAND IN THE SOUTH 1/2 OF SECTION 30, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:
BEGINNING AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 30;
THENCE EASTERLY ALONG THE SOUTH LINE OF SAID SOUTHEAST 1/4, SAID LINE BEING ALSO A SOUTHERLY RIGHT OF WAY LINE OF ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY, ON AN ASSUMED BEARING OF NORTH 87 DEGREES, 56 MINUTES, 55 SECONDS EAST, A DISTANCE OF 18.288 METERS [60.00 FEET];
THENCE NORTH 07 DEGREES, 22 MINUTES, 30 SECONDS WEST, A DISTANCE OF 10.102 METERS [33.14 FEET];
THENCE NORTH 00 DEGREES, 37 MINUTES, 33 SECONDS EAST, A DISTANCE OF 16.006 METERS [52.51 FEET] TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY;
THENCE SOUTH 88 DEGREES, 19 MINUTES, 49 SECONDS WEST, ALONG SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 34.030 METERS [111.65 FEET];
THENCE SOUTH 03 DEGREES, 34 MINUTES, 02 SECONDS WEST, A DISTANCE OF 26.029 METERS [85.40 FEET] TO A POINT ON THE AFORESAID SOUTHERLY RIGHT OF WAY LINE OF ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY, SAID SOUTHERLY RIGHT OF WAY LINE BEING ALSO THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 30;
THENCE SOUTH 89 DEGREES, 05 MINUTES, 41 SECONDS EAST ALONG SAID SOUTHERLY LINE, A DISTANCE OF 18.484 METERS [60.64 FEET] TO THE POINT OF BEGINNING. ALL IN COOK COUNTY, ILLINOIS.

EXCEPTED FROM THE ABOVE DESCRIBED PARCEL IS THAT PART THEREOF LYING BELOW THE HORIZONTAL PLANE 48.16 FEET ABOVE THE CITY OF CHICAGO DATUM BETWEEN EXISTING DAMEN AVENUE VIADUCT PIERS # 16 AND # 17 (TO BE REPLACED BY THE PROPOSED DAMEN AVENUE VIADUCT PIERS # 8 AND # 9 AT APPROXIMATELY THE SAME LOCATIONS).

CONTAINING 0.0912 HECTARE [0.225 ACRE] OF LAND, MORE OR LESS, OF WHICH 0.0853 HECTARE (0.210 ACRE) OF LAND, MORE OR LESS, WAS PREVIOUSLY USED AND/OR DEDICATED FOR PUBLIC ROADWAY PURPOSES.

Exhibit "A".
(Page 6 of 23)

Legal description for Right Of Way land acquisition
From ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY
A CORPORATION OF DELAWARE
For the City of Chicago
Damen Avenue Reconstruction Project
CDOT Proj. No. E-4-430 June 26, 1997
PARCEL NO. 0005TEA

A PARCEL OF LAND IN THE SOUTHWEST 1/4 OF SECTION 30, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHWEST 1/4 OF SECTION 30;
THENCE WESTERLY ALONG THE SOUTH LINE OF SAID SOUTHWEST 1/4, SAID LINE BEING ALSO A SOUTHERLY RIGHT OF WAY LINE OF ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY, ON AN ASSUMED BEARING OF SOUTH 89 DEGREES, 05 MINUTES, 41 SECONDS WEST, A DISTANCE OF 18.484 METERS (60.64 FEET);
THENCE NORTH 03 DEGREES, 34 MINUTES, 02 SECONDS EAST, A DISTANCE OF 10.089 METERS (33.10 FEET) TO THE POINT OF BEGINNING;
THENCE CONTINUING NORTH 03 DEGREES, 34 MINUTES, 02 SECONDS EAST, A DISTANCE OF 15.940 METERS (52.30 FEET) TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY;
THENCE SOUTH 88 DEGREES, 19 MINUTES, 49 SECONDS WEST, ALONG SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 13.054 METERS (42.83 FEET);
THENCE SOUTH 03 DEGREES, 34 MINUTES, 02 SECONDS WEST, A DISTANCE OF 15.765 METERS (51.72 FEET);
THENCE NORTH 89 DEGREES, 05 MINUTES, 41 SECONDS EAST, A DISTANCE OF 13.040 METERS (42.78 FEET) TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

CONTAINING 0.0206 HECTARE (0.051 ACRE) OF LAND, MORE OR LESS.

Legal description for Right Of Way land acquisition
From ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY
A CORPORATION OF DELAWARE
For the City of Chicago
Damen Avenue Reconstruction Project
CDOT Proj. No. E-4-430 June 26, 1997
PARCEL NO. 0005TEB

A PARCEL OF LAND IN THE SOUTHEAST 1/4 OF SECTION 30, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHEAST 1/4 OF SECTION 30;
THENCE EASTERLY ALONG THE SOUTH LINE OF SAID SOUTHEAST 1/4, SAID LINE BEING ALSO A SOUTHERLY RIGHT OF WAY LINE OF ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY, ON AN ASSUMED BEARING OF NORTH 87 DEGREES, 56 MINUTES, 55 SECONDS EAST, A DISTANCE OF 18.288 METERS (60.00 FEET);
THENCE NORTH 07 DEGREES, 22 MINUTES, 30 SECONDS WEST, A DISTANCE OF 10.102 METERS (33.14 FEET) TO THE POINT OF BEGINNING;
THENCE NORTH 00 DEGREES, 37 MINUTES, 33 SECONDS EAST, A DISTANCE OF 16.006 METERS (52.31 FEET) TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY;
THENCE NORTH 88 DEGREES, 19 MINUTES, 49 SECONDS EAST, ALONG SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 13.010 METERS (42.68 FEET);
THENCE SOUTH 00 DEGREES, 37 MINUTES, 33 SECONDS WEST, A DISTANCE OF 15.919 METERS (52.33 FEET) TO A POINT ON THE AFORESAID SOUTHERLY RIGHT OF WAY LINE OF ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY;
THENCE SOUTH 87 DEGREES, 56 MINUTES, 55 SECONDS WEST, ALONG SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 13.014 METERS (42.70 FEET) TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

CONTAINING 0.0208 HECTARE (0.051 ACRE) OF LAND, MORE OR LESS.

Exhibit "A".
(Page 7 of 23)

Legal description for Right Of Way land acquisition
From ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY
A CORPORATION OF DELAWARE
For the City of Chicago
Damen Avenue Reconstruction Project
CDOT Proj. No. E-4-430 June 26, 1997
PARCEL NO. 0006PE

A PARCEL OF LAND IN THE SOUTH 1/2 OF SECTION 30, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT OF INTERSECTION OF THE WEST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 30, WITH THE NORTHERLY LINE OF THE RIGHT OF WAY OF THE ILLINOIS CENTRAL GULF RAILROAD COMPANY, LYING 34.945 METERS [114.65 FEET] NORTH OF THE SOUTHWEST CORNER THEREOF (AS MEASURED ALONG SAID WEST LINE OF SAID SOUTHEAST 1/4);
THENCE WESTERLY ALONG SAID NORTHERLY RIGHT OF WAY LINE, ON AN ASSUMED BEARING OF SOUTH 88 DEGREES, 08 MINUTES, 44 SECONDS WEST, A DISTANCE OF 15.374 METERS [50.44 FEET];
THENCE SOUTH 03 DEGREES, 34 MINUTES, 02 SECONDS WEST, A DISTANCE OF 8.765 METERS [28.76 FEET] TO A POINT ON THE SOUTHERLY LINE OF THE RIGHT OF WAY OF THE ILLINOIS CENTRAL GULF RAILROAD COMPANY;
THENCE NORTH 88 DEGREES, 19 MINUTES, 49 SECONDS EAST, ALONG SAID SOUTHERLY LINE, A DISTANCE OF 34.030 METERS [111.65 FEET];
THENCE NORTH 00 DEGREES, 37 MINUTES, 33 SECONDS EAST, A DISTANCE OF 8.844 METERS [29.01 FEET] TO A POINT ON THE AFORESAID NORTHERLY LINE OF THE RIGHT OF WAY OF THE ILLINOIS CENTRAL GULF RAILROAD COMPANY;
THENCE SOUTH 88 DEGREES, 08 MINUTES, 44 SECONDS WEST ALONG SAID NORTHERLY LINE, A DISTANCE OF 18.211 METERS [59.75 FEET] TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

EXCEPTED FROM THE ABOVE DESCRIBED PARCEL IS THAT PART THEREOF LYING BELOW THE HORIZONTAL PLANE 48.16 FEET ABOVE THE CITY OF CHICAGO DATUM.

CONTAINING 0.0297 HECTARE [0.073 ACRE] OF LAND, MORE OR LESS, OF WHICH 0.0270 HECTARE (0.066 ACRE) OF LAND, MORE OR LESS, WAS PREVIOUSLY USED AND/OR DEDICATED FOR PUBLIC ROADWAY PURPOSES.

Exhibit "A".
(Page 8 of 23)

Legal description for Right Of Way land acquisition
From ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY
A CORPORATION OF DELAWARE
For the City of Chicago
Damen Avenue Reconstruction Project
CDOT Proj. No. E-4-430 June 26, 1997
PARCEL NO. 0006TEB

A PARCEL OF LAND IN THE SOUTHEAST 1/4 OF SECTION 30, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:
COMMENCING AT A POINT OF INTERSECTION OF THE WEST LINE OF SAID SOUTHEAST 1/4 OF SECTION 30, WITH THE NORTHERLY LINE OF THE RIGHT OF WAY OF THE ILLINOIS CENTRAL GULF RAILROAD COMPANY, LYING 34.945 METERS (114.63 FEET) NORTH OF THE SOUTHWEST CORNER THEREOF (AS MEASURED ALONG SAID WEST LINE OF SAID SOUTHEAST 1/4);
THENCE EASTERLY ALONG SAID NORTHERLY RIGHT OF WAY LINE, ON AN ASSUMED BEARING OF NORTH 88 DEGREES, 08 MINUTES, 44 SECONDS EAST, A DISTANCE OF 18.211 METERS (59.75 FEET) TO THE POINT OF BEGINNING;
THENCE EASTERLY, CONTINUING ALONG SAID NORTHERLY RIGHT OF WAY LINE, NORTH 88 DEGREES, 08 MINUTES, 44 SECONDS EAST, A DISTANCE OF 13.012 METERS (42.69 FEET);
THENCE SOUTH 00 DEGREES, 37 MINUTES, 33 SECONDS WEST, A DISTANCE OF 8.886 METERS (29.15 FEET) TO A POINT ON THE SOUTHERLY LINE OF THE RIGHT OF WAY OF THE ILLINOIS CENTRAL GULF RAILROAD COMPANY;
THENCE SOUTH 88 DEGREES, 19 MINUTES, 49 SECONDS WEST, ALONG SAID SOUTHERLY LINE, A DISTANCE OF 13.010 METERS (42.68 FEET);
THENCE NORTH 00 DEGREES, 37 MINUTES, 33 SECONDS EAST, A DISTANCE OF 8.844 METERS (29.01 FEET) TO A POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

CONTAINING 0.0115 HECTARE (0.028 ACRE) OF LAND, MORE OR LESS.

Legal description for Right Of Way land acquisition
From ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY
A CORPORATION OF DELAWARE
For the City of Chicago
Damen Avenue Reconstruction Project
CDOT Proj. No. E-4-430 June 26, 1997
PARCEL NO. 0006TEA

A PARCEL OF LAND IN THE SOUTHWEST 1/4 OF SECTION 30, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:
COMMENCING AT A POINT OF INTERSECTION OF THE EAST LINE OF SAID SOUTHWEST 1/4 OF SECTION 30, WITH THE NORTHERLY LINE OF THE RIGHT OF WAY OF THE ILLINOIS CENTRAL GULF RAILROAD COMPANY, LYING 34.945 METERS (114.63 FEET) NORTH OF THE SOUTHEAST CORNER THEREOF (AS MEASURED ALONG SAID EAST LINE OF SAID SOUTHWEST 1/4);
THENCE WESTERLY ALONG SAID NORTHERLY RIGHT OF WAY LINE, ON AN ASSUMED BEARING OF SOUTH 88 DEGREES, 08 MINUTES, 44 SECONDS WEST, A DISTANCE OF 13.374 METERS (50.44 FEET) TO THE POINT OF BEGINNING;
THENCE WESTERLY, CONTINUING ALONG SAID NORTHERLY RIGHT OF WAY LINE, SOUTH 88 DEGREES, 08 MINUTES, 44 SECONDS WEST, A DISTANCE OF 13.058 METERS (42.84 FEET);
THENCE SOUTH 03 DEGREES, 34 MINUTES, 02 SECONDS WEST, A DISTANCE OF 8.722 METERS (28.62 FEET) TO A POINT ON THE SOUTHERLY LINE OF THE RIGHT OF WAY OF THE ILLINOIS CENTRAL GULF RAILROAD COMPANY;
THENCE NORTH 88 DEGREES, 19 MINUTES, 49 SECONDS EAST, ALONG SAID SOUTHERLY LINE, A DISTANCE OF 13.054 METERS (42.83 FEET);
THENCE NORTH 03 DEGREES, 34 MINUTES, 02 SECONDS EAST, A DISTANCE OF 8.765 METERS (28.76 FEET) TO A POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

CONTAINING 0.0114 HECTARE (0.028 ACRE) OF LAND, MORE OR LESS.

Exhibit "A".
(Page 9 of 23)

Legal description for Right Of Way land acquisition
From SPCSL Corp., A Corporation of Delaware
For the City of Chicago
Damen Avenue Reconstruction Project
CDOT Proj.No. E-4-430 June 6, 1997
PARCEL NO. 0007PEA

A PARCEL OF LAND IN THE SOUTH 1/2 OF SECTION 30, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT ON THE WEST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 30, LYING 771.50 FEET NORTH OF THE SOUTHWEST CORNER THEREOF (AS MEASURED ALONG SAID WEST LINE OF SAID SOUTHEAST 1/4), SAID POINT BEING AT THE SOUTHWEST CORNER OF A PARCEL OF LAND CONVEYED TO THE STATE OF ILLINOIS BY DEED DATED OCTOBER 25, 1928, AND RECORDED NOVEMBER 15, 1928 AS DOCUMENT NO. 10206804; THENCE EASTERLY ALONG THE SOUTHERLY LINE OF SAID PARCEL OF LAND CONVEYED TO THE STATE OF ILLINOIS, SAID SOUTHERLY LINE BEING A STRAIGHT LINE MAKING A SOUTHEASTERLY ANGLE OF 89 DEGREES, 56 MINUTES, 15 SECONDS, WITH SAID WEST LINE OF THE SOUTHEAST 1/4 OF SECTION 30, ON AN ASSUMED BEARING OF NORTH 88 DEGREES, 30 MINUTES, 11 SECONDS EAST, A DISTANCE OF 87.65 FEET;
THENCE SOUTHEASTERLY, ON A CURVE TO THE LEFT, NONTANGENT TO THE LAST DESCRIBED COURSE, WITH A RADIUS OF 66.76 FEET, CHORD BEARING OF SOUTH 67 DEGREES, 38 MINUTES, 49 SECONDS EAST AND CHORD LENGTH OF 59.91 FEET, AN ARC DISTANCE OF 62.12 FEET;
THENCE NORTH 85 DEGREES, 41 MINUTES, 45 SECONDS EAST, TANGENT TO THE LAST DESCRIBED CURVE, A DISTANCE OF 182.71 FEET;
THENCE EASTERLY, ON A CURVE TO THE LEFT, TANGENT TO THE LAST DESCRIBED COURSE, WITH A RADIUS OF 883.04 FEET, CHORD BEARING OF NORTH 76 DEGREES, 47 MINUTES, 28 SECONDS EAST AND CHORD LENGTH OF 273.38 FEET, AN ARC DISTANCE OF 274.48 FEET;
THENCE NORTH 22 DEGREES, 06 MINUTES, 50 SECONDS WEST, A DISTANCE OF 25.79 FEET;
THENCE NORTH 66 DEGREES, 48 MINUTES, 54 SECONDS EAST, A DISTANCE OF 43.40 FEET;
THENCE SOUTH 23 DEGREES, 11 MINUTES, 06 SECONDS EAST, A DISTANCE OF 70.40 FEET;
THENCE SOUTH 66 DEGREES, 48 MINUTES, 54 SECONDS WEST, A DISTANCE OF 26.39 FEET;
THENCE SOUTHWESTERLY, ON A CURVE TO THE RIGHT, TANGENT TO THE LAST DESCRIBED COURSE, WITH A RADIUS OF 927.49 FEET, CHORD BEARING OF SOUTH 76 DEGREES, 13 MINUTES, 30 SECONDS WEST AND CHORD LENGTH OF 305.23 FEET, AN ARC DISTANCE OF 306.63 FEET;
THENCE SOUTH 85 DEGREES, 41 MINUTES, 45 SECONDS WEST, A DISTANCE OF 90.74 FEET;
THENCE SOUTHWESTERLY, ON A CURVE TO THE LEFT, TANGENT TO THE LAST DESCRIBED COURSE, WITH A RADIUS OF 385.50 FEET, CHORD BEARING OF SOUTH 75 DEGREES, 24 MINUTES, 05 SECONDS WEST AND CHORD LENGTH OF 137.79 FEET, AN ARC DISTANCE OF 138.53 FEET;
THENCE CONTINUING SOUTHWESTERLY, ON A CURVE TO THE LEFT, TANGENT TO THE LAST DESCRIBED CURVE, WITH A RADIUS OF 36.10 FEET, CHORD BEARING OF SOUTH 36 DEGREES, 44 MINUTES, 42 SECONDS WEST AND CHORD LENGTH OF 34.30 FEET, AN ARC DISTANCE OF 35.74 FEET;
THENCE SOUTH 08 DEGREES, 23 MINUTES, 00 SECONDS WEST, TANGENT TO THE LAST DESCRIBED CURVE, A DISTANCE OF 31.62 FEET;
THENCE SOUTH 00 DEGREES 37 MINUTES 15 SECONDS EAST, A DISTANCE OF 142.04 FEET;
THENCE SOUTH 00 DEGREES, 28 MINUTES, 43 SECONDS WEST, A DISTANCE OF 152.05 FEET;
THENCE SOUTH 00 DEGREES, 37 MINUTES, 33 SECONDS WEST, A DISTANCE OF 209.20 FEET TO A POINT ON THE NORTHERLY LINE OF THE RIGHT OF WAY OF THE ILLINOIS CENTRAL GULF RAILROAD COMPANY;
THENCE SOUTH 88 DEGREES, 08 MINUTES, 44 SECONDS WEST, ALONG SAID NORTHERLY LINE, A DISTANCE OF 59.75 FEET TO A POINT ON SAID WEST LINE OF THE SOUTHEAST 1/4 OF SECTION 30.
THENCE CONTINUING SOUTH 88 DEGREES, 08 MINUTES, 44 SECONDS WEST ALONG SAID NORTHERLY LINE, A DISTANCE OF 50.44 FEET;
THENCE NORTH 03 DEGREES, 34 MINUTES, 02 SECONDS EAST, A DISTANCE OF 205.16 FEET;
THENCE NORTH 03 DEGREES, 33 MINUTES, 17 SECONDS EAST, A DISTANCE OF 170.11 FEET;
THENCE NORTH 00 DEGREES, 42 MINUTES, 32 SECONDS WEST, A DISTANCE OF 283.38 FEET;
THENCE NORTH 88 DEGREES, 31 MINUTES, 03 SECONDS EAST, A DISTANCE OF 12.74 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

Exhibit "A".
(Page 10 of 23)

EXCEPTED FROM THE ABOVE DESCRIBED PARCEL IS THAT PART THEREOF LYING BELOW THE HORIZONTAL PLANE 48.16 FEET ABOVE THE CITY OF CHICAGO DATUM BETWEEN EXISTING DAMEN AVENUE VIADUCT PIERS # 18 AND # 19 (TO BE REPLACED BY THE PROPOSED DAMEN AVENUE VIADUCT PIERS # 10 AND # 11 AT APPROXIMATELY THE SAME LOCATIONS), TOGETHER WITH THAT PART LYING BELOW THE HORIZONTAL PLANE 44.59 FEET ABOVE THE CITY OF CHICAGO DATUM BETWEEN EXISTING DAMEN AVENUE VIADUCT PIERS # 19 AND # 20 (TO BE REPLACED BY THE PROPOSED DAMEN AVENUE VIADUCT PIERS # 11 AND # 12 AT APPROXIMATELY THE SAME LOCATIONS).

ALSO EXCEPTED FROM THE ABOVE DESCRIBED PARCEL IS THAT PART THEREOF DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 30, LYING 771.50 FEET NORTH OF THE SOUTHWEST CORNER THEREOF (AS MEASURED ALONG SAID WEST LINE OF SAID SOUTHEAST 1/4), SAID POINT BEING AT THE SOUTHWEST CORNER OF A PARCEL OF LAND CONVEYED TO THE STATE OF ILLINOIS BY DEED DATED OCTOBER 25, 1928, AND RECORDED NOVEMBER 15, 1928 AS DOCUMENT NO. 10206804; THENCE EASTERLY ALONG THE SOUTHERLY LINE OF SAID PARCEL OF LAND CONVEYED TO THE STATE OF ILLINOIS, SAID SOUTHERLY LINE BEING A STRAIGHT LINE MAKING A SOUTHEASTERLY ANGLE OF 89 DEGREES, 56 MINUTES, 15 SECONDS, WITH SAID WEST LINE OF THE SOUTHEAST 1/4 OF SECTION 30, ON AN ASSUMED BEARING OF NORTH 88 DEGREES, 30 MINUTES, 11 SECONDS EAST, A DISTANCE OF 87.65 FEET; THENCE SOUTHEASTERLY, ON A CURVE TO THE LEFT, NONTANGENT TO THE LAST DESCRIBED COURSE, WITH A RADIUS OF 66.76 FEET, CHORD BEARING OF SOUTH 53 DEGREES, 44 MINUTES, 50 SECONDS EAST AND CHORD LENGTH OF 29.49 FEET, AN ARC DISTANCE OF 29.73 FEET; THENCE SOUTH 88 DEGREES, 26 MINUTES, 27 SECONDS WEST, A DISTANCE OF 123.95 FEET; THENCE NORTH 00 DEGREES, 42 MINUTES, 32 SECONDS WEST, A DISTANCE OF 18.19 FEET; THENCE NORTH 88 DEGREES, 31 MINUTES, 03 SECONDS EAST; A DISTANCE OF 12.74 FEET TO THE POINT OF BEGINNING, SAID PART LYING BELOW THE HORIZONTAL PLANE 29.04 FEET ABOVE THE CITY OF CHICAGO DATUM, ALL IN COOK COUNTY, ILLINOIS.

CONTAINING 92,638 SQUARE FEET (2.1267 ACRES) OF LAND, MORE OR LESS, OF WHICH 69,538 SQUARE FEET (1.5968 ACRE) OF LAND, MORE OR LESS, WAS PREVIOUSLY USED AND/OR DEDICATED FOR PUBLIC ROADWAY PURPOSES.

Exhibit "A".
(Page 11 of 23)

Legal description for Right Of Way land acquisition
From SPCSL Corp., A Corporation of Delaware
For the City of Chicago
Damen Avenue Reconstruction Project
CDOT Proj.No. E-4-430 June 6, 1997
PARCEL NO. 0007PEB

A PARCEL OF LAND IN THE SOUTH 1/2 OF SECTION 30, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:
COMMENCING AT A POINT ON THE WEST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 30, LYING 771.50 FEET NORTH OF THE SOUTHWEST CORNER THEREOF (AS MEASURED ALONG SAID WEST LINE OF SAID SOUTHEAST 1/4), SAID POINT BEING AT THE SOUTHWEST CORNER OF A PARCEL OF LAND CONVEYED TO THE STATE OF ILLINOIS BY DEED DATED OCTOBER 25, 1928, AND RECORDED NOVEMBER 15, 1928 AS DOCUMENT NO. 10206804; THENCE EASTERLY ALONG THE SOUTHERLY LINE OF SAID PARCEL OF LAND CONVEYED TO THE STATE OF ILLINOIS, SAID SOUTHERLY LINE BEING A STRAIGHT LINE MAKING A SOUTHEASTERLY ANGLE OF 89 DEGREES, 56 MINUTES, 15 SECONDS, WITH SAID WEST LINE OF THE SOUTHEAST 1/4 OF SECTION 30, ON AN ASSUMED BEARING OF NORTH 88 DEGREES, 30 MINUTES, 11 SECONDS EAST, A DISTANCE OF 87.65 FEET TO THE POINT OF BEGINNING;
THENCE CONTINUING EASTERLY ALONG SAID SOUTHERLY LINE NORTH 88 DEGREES, 30 MINUTES, 11 SECONDS EAST, A DISTANCE OF 149.04 FEET;
THENCE NORTHEASTERLY, ALONG SAID SOUTHERLY LINE, ON A CURVE TO THE LEFT, TANGENT TO THE LAST DESCRIBED COURSE, WITH A RADIUS OF 800.00 FEET, CHORD BEARING OF NORTH 77 DEGREES, 39 MINUTES, 34 SECONDS EAST AND CHORD LENGTH OF 301.01 FEET, AN ARC DISTANCE OF 302.81 FEET;
THENCE NORTH 66 DEGREES, 48 MINUTES, 57 SECONDS EAST, CONTINUING ALONG SAID SOUTHERLY LINE, TANGENT TO THE LAST DESCRIBED CURVE, A DISTANCE OF 50.66 FEET;
THENCE SOUTH 22 DEGREES, 06 MINUTES, 50 SECONDS EAST, A DISTANCE OF 37.53 FEET;
THENCE SOUTHWESTERLY, ON A CURVE TO THE RIGHT, WITH RADIUS OF 833.04 FEET, CHORD BEARING OF SOUTH 76 DEGREES, 47 MINUTES, 28 SECONDS WEST AND CHORD LENGTH OF 273.38 FEET, AN ARC DISTANCE OF 274.48 FEET;
THENCE SOUTH 85 DEGREES 41 MINUTES 45 SECONDS WEST, TANGENT TO THE LAST DESCRIBED CURVE, A DISTANCE OF 182.71 FEET;
THENCE NORTHWESTERLY, ON A CURVE TO THE RIGHT, TANGENT TO THE LAST DESCRIBED COURSE, WITH RADIUS OF 66.76 FEET, CHORD BEARING OF NORTH 67 DEGREES, 38 MINUTES, 49 SECONDS WEST AND CHORD LENGTH OF 59.91 FEET, AN ARC DISTANCE OF 62.12 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

CONTAINING 12,527 SQUARE FEET (0.2876 ACRE) OF LAND, MORE OR LESS, OF WHICH 3,265 SQUARE FEET (0.0749 ACRE) OF LAND, MORE OR LESS, WAS PREVIOUSLY USED AND/OR DEDICATED FOR PUBLIC ROADWAY PURPOSES.

Exhibit "A"
(Page 12 of 23)

Legal description for Right Of Way land acquisition
From SPCSL Corp., A Corporation of Delaware
For the City of Chicago
Damen Avenue Reconstruction Project
CDOT Proj.No. E-4-430 June 6, 1997
PARCEL NO. 0007PEC

A PARCEL OF LAND IN THE SOUTHEAST 1/4 OF SECTION 30, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:
COMMENCING AT A POINT ON THE WEST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 30, LYING 771.50 FEET NORTH OF THE SOUTHWEST CORNER THEREOF (AS MEASURED ALONG SAID WEST LINE OF SAID SOUTHEAST 1/4), SAID POINT BEING AT THE SOUTHWEST CORNER OF A PARCEL OF LAND CONVEYED TO THE STATE OF ILLINOIS BY DEED DATED OCTOBER 25, 1928, AND RECORDED NOVEMBER 15, 1928 AS DOCUMENT NO. 10206804; THENCE EASTERLY ALONG THE SOUTHERLY LINE OF SAID PARCEL OF LAND CONVEYED TO THE STATE OF ILLINOIS, SAID SOUTHERLY LINE BEING A STRAIGHT LINE MAKING A SOUTHEASTERLY ANGLE OF 89 DEGREES, 56 MINUTES, 15 SECONDS, WITH SAID WEST LINE OF THE SOUTHEAST 1/4 OF SECTION 30, ON AN ASSUMED BEARING OF NORTH 88 DEGREES, 30 MINUTES, 11 SECONDS EAST, A DISTANCE OF 236.69 FEET;
THENCE NORTHEASTERLY, ALONG SAID SOUTHERLY LINE, ON A CURVE TO THE LEFT, TANGENT TO THE LAST DESCRIBED COURSE, WITH A RADIUS OF 800.00 FEET, CHORD BEARING OF NORTH 77 DEGREES, 39 MINUTES, 34 SECONDS EAST AND CHORD LENGTH OF 301.01 FEET, AN ARC DISTANCE OF 302.81 FEET;
THENCE NORTH 66 DEGREES, 48 MINUTES, 57 SECONDS EAST, CONTINUING ALONG SAID SOUTHERLY LINE, TANGENT TO THE LAST DESCRIBED CURVE, A DISTANCE OF 93.84 FEET;
THENCE SOUTH 23 DEGREES, 11 MINUTES, 06 SECONDS EAST, A DISTANCE OF 11.74 FEET TO THE POINT OF BEGINNING;
THENCE CONTINUING SOUTH 23 DEGREES 11 MINUTES 06 SECONDS EAST, A DISTANCE OF 70.40 FEET;
THENCE NORTH 66 DEGREES, 48 MINUTES, 54 SECONDS EAST, A DISTANCE OF 395.87 FEET;
THENCE NORTH 87 DEGREES, 01 MINUTE, 20 SECONDS EAST, A DISTANCE OF 87.39 FEET TO A POINT ON THE SOUTHERLY EXTENSION OF THE EAST LINE OF THE AFORESAID PARCEL OF LAND CONVEYED TO THE STATE OF ILLINOIS;
THENCE NORTH 01 DEGREE, 22 MINUTES, 52 SECONDS WEST ALONG SAID SOUTHERLY EXTENSION, A DISTANCE OF 70.43 FEET;
THENCE SOUTH 87 DEGREES, 01 MINUTE, 20 SECONDS WEST, A DISTANCE OF 101.90 FEET;
THENCE SOUTH 66 DEGREES, 48 MINUTES, 54 SECONDS WEST, A DISTANCE OF 408.42 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

CONTAINING 34,974 SQUARE FEET (0.8029 ACRE) OF LAND , MORE OR LESS, OF WHICH 4,753 SQUARE FEET (0.1091 ACRE) OF LAND , MORE OR LESS, WAS PREVIOUSLY USED AND/OR DEDICATED FOR ROADWAY PURPOSES.

Exhibit "A".
(Page 13 of 23)

Legal description for Temporary Easement
From SPCSL Corp., A Corporation of Delaware
For the City of Chicago
Damen Avenue Reconstruction Project
CDOT Proj.No. E-4-430 June 6, 1997
PARCEL NO.007TEA

A PARCEL OF LAND IN THE SOUTHWEST 1/4 OF SECTION 30, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE EAST LINE OF SAID SOUTHWEST 1/4 OF SAID SECTION 30, LYING 771.50 FEET NORTH OF THE SOUTHEAST CORNER THEREOF (AS MEASURED ALONG SAID EAST LINE OF SAID SOUTHWEST 1/4), SAID POINT BEING AT THE SOUTHWEST CORNER OF A PARCEL OF LAND CONVEYED TO THE STATE OF ILLINOIS BY DEED DATED OCTOBER 25, 1928, AND RECORDED NOVEMBER 15, 1928 AS DOCUMENT NO. 10206804; THENCE WESTERLY, ON ASSUMED BEARING OF SOUTH 88 DEGREES, 31 MINUTES, 03 SECONDS WEST, A DISTANCE OF 12.74 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 88 DEGREES, 31 MINUTES, 03 SECONDS WEST, A DISTANCE OF 42.65 FEET;

THENCE SOUTH 00 DEGREES, 42 MINUTES, 30 SECONDS EAST, A DISTANCE OF 281.22 FEET;

THENCE SOUTH 03 DEGREES, 33 MINUTES, 17 SECONDS WEST, A DISTANCE OF 168.52 FEET;

THENCE SOUTH 03 DEGREES, 34 MINUTES, 02 SECONDS EAST, A DISTANCE OF 209.21 FEET

TO A POINT ON THE NORTHERLY LINE OF THE RIGHT OF WAY OF THE ILLINOIS CENTRAL GULF RAILROAD COMPANY;

THENCE NORTH 88 DEGREES, 08 MINUTES, 44 SECONDS EAST, ALONG SAID NORTHERLY LINE, A DISTANCE OF 42.84 FEET;

THENCE NORTH 03 DEGREES, 34 MINUTES, 02 SECONDS EAST, A DISTANCE OF 205.16 FEET;

THENCE NORTH 03 DEGREES, 33 MINUTES, 17 SECONDS EAST, A DISTANCE OF 170.11 FEET;

THENCE NORTH 00 DEGREES, 42 MINUTES, 32 SECONDS WEST, A DISTANCE OF 283.38 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

CONTAINING 28,098 SQUARE FEET (0.6450 ACRE) OF LAND, MORE OR LESS.

Exhibit "A".
(Page 14 of 23)

Legal description for Temporary Easement
From SPCSL Corp., A Corporation of Delaware
For the City of Chicago
Damen Avenue Reconstruction Project
CDOT Proj. No. E-4-430 June 6, 1997
PARCEL NO.007TEB

A PARCEL OF LAND IN THE SOUTHEAST 1/4 OF SECTION 30, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHEAST 1/4 OF SECTION 30,
THENCE NORTHERLY ALONG THE WEST LINE OF THE SOUTHEAST 1/4 OF SECTION 30, ON ASSUMED BEARING OF NORTH 01 DEGREE, 33 MINUTES, 33 SECONDS EAST, A DISTANCE OF 114.65 FEET TO A POINT ON THE NORTHERLY LINE OF THE RIGHT OF WAY OF THE ILLINOIS CENTRAL GULF RAILROAD COMPANY;
THENCE NORTH 88 DEGREES, 08 MINUTES, 44 SECONDS EAST, ALONG SAID NORTHERLY LINE, A DISTANCE OF 59.75 FEET TO THE POINT OF BEGINNING;
THENCE NORTH 00 DEGREES, 37 MINUTES 33 SECONDS EAST, A DISTANCE OF 209.20 FEET;
THENCE NORTH 00 DEGREES, 28 MINUTES, 43 SECONDS EAST, A DISTANCE OF 152.05 FEET;
THENCE NORTH 00 DEGREES, 37 MINUTES, 15 SECONDS WEST, A DISTANCE OF 142.04 FEET;
THENCE NORTH 08 DEGREES, 23 MINUTES, 00 SECONDS EAST, A DISTANCE OF 31.62 FEET;
THENCE NORTHEASTERLY, ON A CURVE TO THE RIGHT, TANGENT TO THE LAST DESCRIBED COURSE, WITH RADIUS OF 36.10 FEET, CHORD BEARING OF NORTH 36 DEGREES, 44 MINUTES, 42 SECONDS EAST, AND CHORD LENGTH OF 34.30 FEET, AN ARC DISTANCE OF 35.74 FEET;
THENCE CONTINUING NORTHEASTERLY, ON A CURVE TO THE RIGHT, TANGENT TO THE LAST DESCRIBED CURVE, WITH RADIUS OF 385.50 FEET, CHORD BEARING OF NORTH 75 DEGREES, 24 MINUTES, 05 SECONDS EAST, AND CHORD LENGTH OF 137.79 FEET, AN ARC DISTANCE OF 138.53 FEET;
THENCE NORTH 85 DEGREES, 41 MINUTES, 45 SECONDS EAST, TANGENT TO THE LAST DESCRIBED CURVE, A DISTANCE OF 28.56 FEET;
THENCE SOUTHWESTERLY, ON A CURVE TO THE LEFT, NONTANGENT TO THE LAST DESCRIBED COURSE, WITH RADIUS OF 562.10 FEET, CHORD BEARING OF SOUTH 58 DEGREES, 32 MINUTES, 47 SECONDS WEST, AND CHORD LENGTH OF 120.97 FEET, AN ARC DISTANCE OF 121.20 FEET;
THENCE SOUTH 52 DEGREES, 22 MINUTES, 09 SECONDS WEST, TANGENT TO THE LAST DESCRIBED CURVE, A DISTANCE OF 51.91 FEET;
THENCE SOUTH 00 DEGREES, 37 MINUTES, 15 SECONDS EAST, A DISTANCE OF 142.80 FEET;
THENCE SOUTH 00 DEGREES, 28 MINUTES, 43 SECONDS WEST, A DISTANCE OF 152.52 FEET;
THENCE SOUTH 00 DEGREES, 37 MINUTES, 33 SECONDS WEST, A DISTANCE OF 207.40 FEET TO A POINT ON SAID NORTHERLY LINE OF THE RIGHT OF WAY OF THE ILLINOIS CENTRAL GULF RAILROAD COMPANY;
THENCE SOUTH 88 DEGREES, 08 MINUTES, 44 SECONDS WEST, ALONG SAID NORTHERLY LINE, A DISTANCE OF 42.69 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

CONTAINING 28,387 SQUARE FEET (0.6517 ACRE) OF LAND, MORE OR LESS.

Exhibit "A".
(Page 15 of 23)

Legal description for Easement Release Parcel
From the City of Chicago
To SPCSL Corp., A Corporation of Delaware
Damen Avenue Reconstruction Project
CDOT Proj.No. E-4-430 July 21,1997
PARCEL NO. 0007RA

THOSE PARTS OF EASEMENT PARCELS "A" AND "B" TAKEN AS ONE TRACT OF LAND, SAID PARCELS "A" AND "B" AS DESCRIBED IN EASEMENT AGREEMENT RECORDED JUNE 11, 1980 AS DOCUMENT NO. 25483463 AND CORRECTED BY DOCUMENT NO. 25510030 RECORDED JULY 10, 1980, IN THE SOUTHEAST 1/4 OF SECTION 30, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE WEST LINE OF SAID SOUTHEAST 1/4 OF SECTION 30, LYING 579.68 FEET NORTH OF THE SOUTHWEST CORNER THEREOF (AS MEASURED ALONG SAID WEST LINE OF SAID SOUTHEAST 1/4);

THENCE EAST, ALONG A LINE PERPENDICULAR TO SAID WEST LINE, ON AN ASSUMED BEARING OF NORTH 88 DEGREES, 26 MINUTES, 27 SECONDS EAST, A DISTANCE OF 66.00 FEET;
THENCE NORTH 52 DEGREES, 22 MINUTES, 09 SECONDS EAST, ALONG THE NORTHERLY LINE OF SAID EASEMENT PARCEL "A", A DISTANCE OF 11.05 FEET TO THE POINT OF BEGINNING;
THENCE CONTINUING NORTH 52 DEGREES, 22 MINUTES, 09 SECONDS EAST ALONG SAID NORTHERLY LINE, A DISTANCE OF 105.32 FEET;

THENCE EASTERLY, ON A CURVE TO THE RIGHT, CONTINUING ALONG SAID NORTHERLY LINE, TANGENT TO THE LAST DESCRIBED COURSE, WITH A RADIUS OF 562.10 FEET, CHORD BEARING OF NORTH 58 DEGREES, 32 MINUTES, 47 SECONDS EAST AND CHORD LENGTH OF 120.97 FEET, AN ARC DISTANCE OF 121.20 FEET;

THENCE NORTH 85 DEGREES, 41 MINUTES, 45 SECONDS EAST, NONTANGENT TO THE LAST DESCRIBED CURVE, A DISTANCE OF 62.18 FEET;

THENCE EASTERLY, ON A CURVE TO THE LEFT, TANGENT TO THE LAST DESCRIBED COURSE, WITH A RADIUS OF 927.49 FEET, CHORD BEARING OF NORTH 76 DEGREES, 13 MINUTES, 30 SECONDS EAST AND CHORD LENGTH OF 305.23 FEET, AN ARC DISTANCE OF 306.63 FEET;

THENCE NORTH 66 DEGREES, 48 MINUTES, 54 SECONDS EAST, TANGENT TO THE LAST DESCRIBED CURVE, A DISTANCE OF 93.91 FEET TO A POINT ON THE EASTERLY MOST LINE OF SAID EASEMENT PARCEL "A";

THENCE SOUTH 23 DEGREES, 11 MINUTES, 06 SECONDS EAST, ALONG SAID EASTERLY MOST LINE, A DISTANCE OF 10.02 FEET TO THE SOUTHEASTERLY MOST CORNER OF SAID EASEMENT PARCEL "A";
THENCE SOUTH 66 DEGREES, 48 MINUTES, 54 SECONDS WEST, ALONG THE SOUTHERLY LINE OF SAID EASEMENT PARCEL "A", A DISTANCE OF 204.85 FEET;

THENCE SOUTH 23 DEGREES, 11 MINUTES, 06 SECONDS EAST, A DISTANCE OF 14.58 FEET;

THENCE SOUTH 66 DEGREES, 48 MINUTES, 54 SECONDS WEST, ALONG SAID SOUTHERLY LINE OF EASEMENT PARCEL "A", A DISTANCE OF 228.50 FEET;

THENCE SOUTHWESTERLY, ON A CURVE TO THE RIGHT, CONTINUING ALONG SAID SOUTHERLY LINE, TANGENT TO THE LAST DESCRIBED COURSE, WITH A RADIUS OF 380.42 FEET, CHORD BEARING OF SOUTH 48 DEGREES, 32 MINUTES, 50 SECONDS WEST AND CHORD LENGTH OF 238.49 FEET, AN ARC DISTANCE OF 242.58 FEET;

THENCE SOUTH 13 DEGREES, 00 MINUTES, 22 SECONDS WEST, CONTINUING ALONG SAID SOUTHERLY LINE, NONTANGENT TO THE LAST DESCRIBED CURVE, A DISTANCE OF 28.28 FEET;

THENCE SOUTHWESTERLY, ON A CURVE TO THE LEFT, CONTINUING ALONG SAID SOUTHERLY LINE, NONTANGENT TO THE LAST DESCRIBED COURSE, WITH A RADIUS OF 373.00 FEET, CHORD BEARING OF SOUTH 22 DEGREES, 28 MINUTES, 17 SECONDS WEST AND CHORD LENGTH OF 47.57 FEET, AN ARC DISTANCE OF 47.60 FEET;

THENCE SOUTH 18 DEGREES, 48 MINUTES, 55 SECONDS WEST, CONTINUING ALONG SAID SOUTHERLY LINE, TANGENT TO THE LAST DESCRIBED CURVE, A DISTANCE OF 123.66 FEET;

THENCE NORTH 00 DEGREES 37 MINUTES, 33 SECONDS EAST, A DISTANCE OF 35.65 FEET;

THENCE NORTH 00 DEGREES 28 MINUTES, 43 SECONDS EAST, A DISTANCE OF 152.05 FEET;

THENCE NORTH 00 DEGREES, 37 MINUTES, 15 SECONDS WEST, A DISTANCE OF 110.24 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

CONTAINING 48,739 SQUARE FEET (1.119 ACRES) OF LAND , MORE OR LESS.

Exhibit "A".
(Page 16 of 23)

Legal description for Easement Release Parcel
From the City of Chicago
To SPCSL Corp., A Corporation of Delaware
Damen Avenue Reconstruction Project
CDOT Proj.No. E-4-430 June 19,1997
PARCEL NO. 0007RB

THOSE PARTS OF EASEMENT PARCELS "C" AND "D" TAKEN AS ONE TRACT OF LAND, SAID PARCELS "C" AND "D" AS DESCRIBED IN EASEMENT AGREEMENT RECORDED JUNE 11, 1980 AS DOCUMENT NO. 25483463 AND CORRECTED BY DOCUMENT NO. 25510030 RECORDED JULY 10,1980, IN THE SOUTHWEST 1/4 OF SECTION 30, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE EAST LINE OF SAID SOUTHWEST 1/4 OF SECTION 30, LYING 714.02 FEET NORTH OF THE SOUTHEAST CORNER THEREOF (AS MEASURED ALONG SAID EAST LINE OF SAID SOUTHWEST 1/4);
THENCE NORTH, ALONG SAID EAST LINE, ON AN ASSUMED BEARING OF NORTH 01 DEGREE, 33 MINUTES, 33 SECONDS WEST, A DISTANCE OF 13.00 FEET;
THENCE SOUTH 88 DEGREES, 26 MINUTES, 27 SECONDS WEST, ALONG THE LINE PERPENDICULAR TO SAID EAST LINE OF THE SOUTHWEST 1/4 OF SECTION 30, A DISTANCE OF 3.58 FEET;
THENCE NORTHWESTERLY, ON A CURVE TO THE LEFT, SAID CURVE BEING A NORTHEASTERLY LINE OF AFORESAID EASEMENT PARCEL "D", NONTANGENT TO THE LAST DESCRIBED COURSE, WITH A RADIUS OF 145.00 FEET, CHORD BEARING OF NORTH 51 DEGREES, 19 MINUTES, 27 SECONDS WEST AND CHORD LENGTH OF 12.69 FEET, AN ARC DISTANCE OF 12.70 FEET TO THE POINT OF BEGINNING;
THENCE CONTINUING NORTHWESTERLY, WESTERLY AND SOUTHWESTERLY, ALONG THE NORTHEASTERLY, NORTHERLY AND NORTHWESTERLY LINE OF SAID EASEMENT PARCEL "D", ON A CURVE TO THE LEFT, WITH A RADIUS OF 145.00 FEET, CHORD BEARING OF SOUTH 53 DEGREES, 55 MINUTES, 04 SECONDS WEST AND CHORD LENGTH OF 276.19 FEET, AN ARC DISTANCE OF 365.69 FEET;
THENCE CONTINUING SOUTHEASTERLY, ALONG THE SOUTHWESTERLY LINE OF SAID EASEMENT PARCEL "D", ON A CURVE TO THE LEFT, WITH A RADIUS OF 180.00 FEET, CHORD BEARING OF SOUTH 60 DEGREES, 49 MINUTES, 31 SECONDS EAST AND CHORD LENGTH OF 243.18 FEET, AN ARC DISTANCE OF 267.00 FEET;
THENCE SOUTH 13 DEGREES, 19 MINUTES, 06 SECONDS EAST, NONTANGENT TO THE LAST DESCRIBED CURVE, A DISTANCE OF 20.00 FEET;
THENCE EASTERLY, ON A CURVE TO THE LEFT, ALONG THE SOUTHERLY LINE OF SAID EASEMENT PARCEL "D", NONTANGENT TO THE LAST DESCRIBED COURSE, WITH A RADIUS OF 200.00 FEET, CHORD BEARING OF NORTH 75 DEGREES, 46 MINUTES, 49 SECONDS EAST AND CHORD LENGTH OF 6.29 FEET, AN ARC DISTANCE OF 6.29 FEET;
THENCE NORTH 03 DEGREES, 33 MINUTES, 17 SECONDS EAST, NONTANGENT TO THE LAST DESCRIBED CURVE, A DISTANCE OF 52.16 FEET;
THENCE NORTH 00 DEGREES 42 MINUTES, 32 SECONDS WEST, A DISTANCE OF 247.08 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

CONTAINING 60,943 SQUARE FEET (1.399 ACRE) OF LAND , MORE OR LESS.

Exhibit "A".
(Page 17 of 23)

Legal description for Permanent Easement
For Damen Avenue Viaduct Reconstruction and Maintenance
From THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY
A CORPORATION OF DELAWARE.
For the City of Chicago
Damen Avenue Reconstruction Project
Job # 10-2298-01 June 26, 1997
PARCEL NO.0008TE

THAT PART OF THE SOUTHWEST 1/4 OF SECTION 30, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:
COMMENCING AT THE POINT ON THE CENTERLINE OF SAID SECTION 30, SAID POINT LYING 235.154 METERS [771.50 FEET] NORTH OF THE SOUTH LINE OF SAID SECTION 30, AS MEASURED ALONG SAID CENTER LINE, SAID POINT BEING ON THE NORTHERLY LINE OF THE PROPERTY OF THE CHICAGO PRODUCE TERMINAL;
THENCE WESTERLY, ON AN ASSUMED BEARING OF SOUTH 88 DEGREES, 31 MINUTES, 03 SECONDS WEST ALONG SAID NORTHERLY LINE OF THE PROPERTY OF THE CHICAGO PRODUCE TERMINAL, A DISTANCE OF 3.882 METERS [12.74 FEET] TO THE POINT OF BEGINNING;
THENCE CONTINUING SOUTH 88 DEGREES, 31 MINUTES, 03 SECONDS WEST ALONG SAID NORTHERLY LINE, A DISTANCE OF 13.000 METERS [42.65 FEET];
THENCE NORTH 01 DEGREE 33 MINUTES 33 SECONDS WEST, A DISTANCE OF 21.313 METERS [69.93 FEET], TO A POINT ON THE SOUTHERLY LINE OF THE PROPERTY OF THE STATE OF ILLINOIS;
THENCE NORTH 88 DEGREES, 26 MINUTES, 27 SECONDS EAST ALONG SAID SOUTHERLY LINE, A DISTANCE OF 13.000 METERS [42.65 FEET];
THENCE SOUTH 01 DEGREE, 33 MINUTES, 33 SECONDS EAST, A DISTANCE OF 21.331 METERS [69.98 FEET] TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

CONTAINING 0.0277 HECTARE [0.068 ACRE] OF LAND, MORE OR LESS.

Legal description for Permanent Easement
For Damen Avenue Viaduct Reconstruction and Maintenance
From THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY
A CORPORATION OF DELAWARE.
For the City of Chicago
Damen Avenue Reconstruction Project
Job # 10-2298-01 June 26, 1997
PARCEL NO.0008PE

THAT PART OF THE SOUTHWEST 1/4 OF SECTION 30, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:
BEGINNING AT THE POINT ON THE CENTERLINE OF SAID SECTION 30, SAID POINT LYING 235.154 METERS [771.50 FEET] NORTH OF THE SOUTH LINE OF SAID SECTION 30, AS MEASURED ALONG SAID CENTER LINE;
THENCE NORTHERLY ALONG SAID CENTER LINE OF SECTION 30, ON AN ASSUMED BEARING OF NORTH 01 DEGREE, 33 MINUTES, 33 SECONDS WEST, A DISTANCE OF 21.336 METERS [70.00 FEET] TO THE POINT ON THE SOUTHERLY LINE OF THE PROPERTY OF THE STATE OF ILLINOIS;
THENCE SOUTH 88 DEGREES, 26 MINUTES, 27 SECONDS WEST, ALONG SAID SOUTHERLY LINE, A DISTANCE OF 3.882 METERS [12.74 FEET];
THENCE SOUTH 01 DEGREE 33 MINUTES 33 SECONDS EAST, A DISTANCE OF 21.331 METERS [69.98 FEET], TO A POINT ON THE NORTHERLY LINE OF THE PROPERTY OF THE CHICAGO PRODUCE TERMINAL;
THENCE NORTH 88 DEGREES, 31 MINUTES, 03 SECONDS EAST ALONG SAID NORTHERLY LINE, A DISTANCE OF 3.882 METERS [12.74 FEET] TO ITS INTERSECTION WITH THE CENTER LINE OF SAID SECTION 30 AND THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

CONTAINING 0.0083 HECTARE [0.020 ACRE] OF LAND, MORE OR LESS.

Exhibit "A".
(Page 18 of 23)

Legal description for Permanent Easement
For Damen Avenue Viaduct Reconstruction and Maintenance
From THE STATE OF ILLINOIS
For the City of Chicago
Damen Avenue Reconstruction Project
Job # 10-2298-01 June 26, 1997
PARCEL NO.0009PEA

THE EAST 3.882 METERS (12.74 FEET) OF THAT PART OF THE EAST 410 FEET OF LOT 2 OF SANITARY DISTRICT TRUSTEES' SUBDIVISION OF RIGHT-OF-WAY IN SECTION 30, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN (SAID SUBDIVISION AS SHOWN ON THE PLAT THEREOF DATED MARCH 18, 1908, AND RECORDED MARCH 31, 1908, AS DOCUMENT NO. 4180216), LYING NORTH OF THE LINE DRAWN WEST AT THE RIGHT ANGLES FROM THE POINT ON THE EAST LINE OF SAID LOT 2 (SAID EAST LINE BEING THE NORTH AND SOUTH CENTER LINE OF SAID SECTION 30), SAID POINT LYING 841.50 FEET NORTH OF THE SOUTH LINE OF SAID SECTION 30 (AS MEASURED ALONG SAID NORTH AND SOUTH CENTER LINE), EXCEPT THAT PART OF ABOVE DESCRIBED PARCEL THAT FALLS WITHIN THE EXISTING BUILDINGS, ALL IN COOK COUNTY, ILLINOIS.

CONTAINING 0.0228 HECTARE (0.056 ACRE) OF LAND , MORE OR LESS.

Legal description for Permanent Easement
For Damen Avenue Viaduct Reconstruction and Maintenance
From THE STATE OF ILLINOIS
For the City of Chicago
Damen Avenue Reconstruction Project
Job # 10-2298-01 June 26, 1997
PARCEL NO.0009PEB

THAT PART OF SECTION 30, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:
BEGINNING AT THE POINT ON THE CENTERLINE OF SAID SECTION 30, SAID POINT LYING 235.154 METERS (771.50 FEET) NORTH OF THE SOUTH LINE OF SAID SECTION 30, AS MEASURED ALONG SAID CENTER LINE;
THENCE EASTERLY ALONG THE LINE MAKING A SOUTHEASTERLY ANGLE OF 89 DEGREES, 36 MINUTES, 15 SECONDS, WITH SAID CENTER LINE OF SECTION 30, ON AN ASSUMED BEARING OF NORTH 88 DEGREES, 30 MINUTES, 11 SECONDS EAST, A DISTANCE OF 28.965 METERS (95.03 FEET);
THENCE NORTH 18 DEGREES, 15 MINUTES, 49 SECONDS WEST, A DISTANCE OF 13.499 METERS (44.29 FEET);
THENCE NORTH 01 DEGREE 55 MINUTES 55 SECONDS WEST, A DISTANCE OF 161.729 METERS (530.60 FEET), MORE OR LESS, TO A POINT ON THE SOUTHERLY DOCK LINE OF THE WEST FORK OF THE SOUTH BRANCH OF THE CHICAGO RIVER, AS PER CITY OF CHICAGO ORDINANCE PASSED ON NOVEMBER 24, 1920 AND AMENDED ON JANUARY 12, 1921 (NOT RECORDED);
THENCE SOUTH 53 DEGREES, 08 MINUTES, 31 SECONDS WEST ALONG SAID DOCK LINE, A DISTANCE OF 30.736 METERS (100.84 FEET) TO ITS INTERSECTION WITH THE CENTER LINE OF SAID SECTION 30;
THENCE SOUTH 01 DEGREE, 33 MINUTES, 33 SECONDS EAST ALONG SAID CENTER LINE OF SECTION 30, A DISTANCE OF 156.866 METERS (514.63 FEET), MORE OR LESS, TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

CONTAINING 0.4183 HECTARE (1.034 ACRE) OF LAND , MORE OR LESS, OF WHICH 0.3267 HECTARE (0.807 ACRE) OF LAND , MORE OR LESS, WAS PREVIOUSLY USED AND/OR DEDICATED FOR PUBLIC ROADWAY PURPOSES.

Exhibit "A".
(Page 19 of 23)

Legal description for Temporary Easement
For Damen Avenue Viaduct Reconstruction and Maintenance
From THE STATE OF ILLINOIS
For the City of Chicago
Damen Avenue Reconstruction Project
Job # 10-2298-01 June 26, 1997
PARCEL NO.0009TEB

THAT PART OF SECTION 30, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:
COMMENCING AT THE POINT ON THE CENTER LINE OF SAID SECTION 30, SAID POINT LYING 235.154 METERS [771.50 FEET] NORTH OF THE SOUTH LINE OF SAID SECTION 30, AS MEASURED ALONG SAID CENTER LINE;
THENCE EASTERLY ALONG THE LINE MAKING A SOUTHEASTERLY ANGLE OF 89 DEGREES, 56 MINUTES, 15 SECONDS, WITH SAID CENTER LINE OF SECTION 30, ON AN ASSUMED BEARING OF NORTH 88 DEGREES, 30 MINUTES, 11 SECONDS EAST, A DISTANCE OF 28.965 METERS [95.03 FEET] TO THE POINT OF BEGINNING;
THENCE CONTINUING NORTH 88 DEGREES, 30 MINUTES, 11 SECONDS EAST, A DISTANCE OF 13.577 METERS [44.54 FEET];
THENCE NORTH 18 DEGREES, 15 MINUTES, 49 SECONDS WEST, A DISTANCE OF 15.507 METERS [50.88 FEET];
THENCE NORTH 01 DEGREE 33 MINUTES 33 SECONDS WEST, A DISTANCE OF 169.024 METERS [554.54 FEET], MORE OR LESS, TO A POINT ON THE SOUTHERLY DOCK LINE OF THE WEST FORK OF THE SOUTH BRANCH OF THE CHICAGO RIVER, AS PER CITY OF CHICAGO ORDINANCE PASSED ON NOVEMBER 24, 1920 AND AMENDED ON JANUARY 12, 1921 (NOT RECORDED);
THENCE SOUTH 53 DEGREES, 08 MINUTES, 31 SECONDS WEST ALONG SAID DOCK LINE, A DISTANCE OF 15.928 METERS [52.26 FEET];
THENCE SOUTH 01 DEGREE, 33 MINUTES, 33 SECONDS EAST, A DISTANCE OF 161.729 METERS [530.60 FEET];
THENCE SOUTH 18 DEGREES, 15 MINUTES, 49 SECONDS EAST, A DISTANCE OF 15.499 METERS [44.29 FEET] TO THE POINT OF BEGINNING, EXCEPT THAT PART OF ABOVE DESCRIBED PARCEL THAT FALLS WITHIN THE EXISTING BUILDINGS, ALL IN COOK COUNTY, ILLINOIS.

CONTAINING 0.1834 HECTARE [0.453 ACRE] OF LAND, MORE OR LESS.

Legal description for Permanent Easement
For Damen Avenue Viaduct Reconstruction and Maintenance
From THE STATE OF ILLINOIS
For the City of Chicago
Damen Avenue Reconstruction Project
Job # 10-2298-01 June 26, 1997
PARCEL NO.0009TEA

THE EAST 16.882 METERS [55.39 FEET] OF THAT PART OF THE EAST 410 FEET OF LOT 2 OF SANITARY DISTRICT TRUSTEES' SUBDIVISION OF RIGHT-OF-WAY IN SECTION 30, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN (SAID SUBDIVISION AS SHOWN ON THE PLAT THEREOF DATED MARCH 18, 1908, AND RECORDED MARCH 31, 1908, AS DOCUMENT NO. 4180216), LYING NORTH OF THE LINE DRAWN WEST AT THE RIGHT ANGLES FROM THE POINT ON THE EAST LINE OF SAID LOT 2 (SAID EAST LINE BEING THE NORTH AND SOUTH CENTER LINE OF SAID SECTION 30), SAID POINT LYING 841.50 FEET NORTH OF THE SOUTH LINE OF SAID SECTION 30 (AS MEASURED ALONG SAID NORTH AND SOUTH CENTER LINE), EXCEPT THE EAST 3.882 METERS [12.74 FEET] THEREOF, ALSO EXCEPTING THAT PART OF ABOVE DESCRIBED PARCEL THAT FALLS WITHIN THE EXISTING BUILDINGS, ALL IN COOK COUNTY, ILLINOIS.

CONTAINING 0.0616 HECTARE [0.152 ACRE] OF LAND, MORE OR LESS.

Exhibit "A".
(Page 20 of 23)

Legal description for Permanent Easement
For reconstruction and maintenance of Damen Ave. Viaduct
From NATIONAL WASTE SERVICES, INC.

For the City of Chicago
Damen Avenue Reconstruction Project
Job # 10-2298-01 May 15, 1997
PARCEL NO.0010PE

THE EAST 2.000 METERS [6.56 FEET] OF LOT 10 (EXCEPT THE NORTH 10 FEET THEREOF), TOGETHER WITH THE EAST 2.000 METERS [6.56 FEET] OF LOTS 11 TO 19, EXCEPTING THEREFROM THE WEST 0.500 METERS [1.64 FEET] OF THE SOUTH 4.115 METERS [13.50 FEET] OF THE NORTH 7.385 METERS [24.23 FEET] OF LOT 12, ALL IN BLOCK 3 IN S. J. WALKER'S SECOND DOCK ADDITION TO CHICAGO, A SUBDIVISION OF BLOCKS 6 AND 7 IN MOORE'S SUBDIVISION OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 30, TOGETHER WITH THAT PART LYING NORTH OF CHICAGO RIVER OF THE EAST 1/2 OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 30, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL IN COOK COUNTY, ILLINOIS.

CONTAINING 0.0603 HECTARE [0.149 ACRE] OF LAND, MORE OR LESS.

Legal description for Temporary Easement
From NATIONAL WASTE SERVICES, INC.

For the City of Chicago
Damen Avenue Reconstruction Project
Job # 10-2298-01 May 15, 1997
PARCEL NO.0010TE

THE EAST 4.000 METERS [13.12 FEET] OF LOT 10 (EXCEPT THE NORTH 10 FEET THEREOF), TOGETHER WITH THE EAST 4.000 METERS [13.12 FEET] OF LOTS 11 TO 16, AND TOGETHER WITH THE EAST 4.000 METERS [13.12 FEET] OF THE NORTH 21.336 METERS [70.00 FEET] OF LOT 17, ALL IN BLOCK 3 IN S. J. WALKER'S SECOND DOCK ADDITION TO CHICAGO, A SUBDIVISION OF BLOCKS 6 AND 7 IN MOORE'S SUBDIVISION OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 30, TOGETHER WITH THAT PART LYING NORTH OF CHICAGO RIVER OF THE EAST 1/2 OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 30, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPTING FROM THE STRIP OF LAND HEREIN DESCRIBED THE EAST 2.000 METERS [6.56 FEET] THEREOF, AND ALSO EXCEPTING THE WEST 2.000 METERS [6.56 FEET] OF THE SOUTH 4.115 METERS [13.50 FEET] OF THE NORTH 7.385 METERS [24.23 FEET] OF LOT 12, ALL IN COOK COUNTY, ILLINOIS

CONTAINING 0.0455 HECTARE [0.112 ACRE] OF LAND, MORE OR LESS.

Exhibit "A"
(Page 21 of 23)

Legal description for Temporary Easement
From TRANSPORT INTERNATIONAL POOL, INC.

For the City of Chicago

Damen Avenue Reconstruction Project

Job # 10-2298-01 May 15, 1997

PARCEL NO.0011TE

THE WEST 10.000 METERS [32.81 FEET] OF LOTS 20, 21, 22 AND 23, IN BLOCK 13 IN S. J. WALKER'S DOCK ADDITION TO CHICAGO, A SUBDIVISION OF THE EAST 1/2, NORTH OF THE RIVER, IN SECTION 30, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH THE WEST 18.000 METERS [59.05 FEET] OF LOT 19 IN SAID BLOCK 13, EXCEPT THE WEST 4.572 METERS [15.00 FEET] OF SAID LOTS 19, 20, 21, 22 AND 23, AND EXCEPT THAT PART OF LOT 19 DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 19; THENCE NORTH ALONG THE WEST LINE OF SAID LOT 19, SAID WEST LINE BEING THE EAST LINE OF SOUTH DAMEN AVENUE, TO A POINT 186.60 FEET SOUTH OF THE NORTHWEST CORNER OF SAID LOT 19;

THENCE IN A SOUTHEASTERLY DIRECTION, A DISTANCE OF 30.33 FEET TO A POINT 21.25 FEET EAST OF, AS MEASURED AT RIGHT ANGLES TO, THE WEST LINE OF SAID LOT 19;

THENCE IN THE SOUTHERLY DIRECTION TO A POINT ON THE SOUTHERLY LINE OF SAID LOT 19, SAID POINT BEING 24.46 FEET EAST OF, AS MEASURED AT RIGHT ANGLES TO, THE WEST LINE OF SAID LOT 19;

THENCE SOUTHWESTERLY ALONG THE SOUTHERLY LINE OF SAID LOT 19 TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

CONTAINING 0.1590 HECTARE [0.393 ACRE] OF LAND, MORE OR LESS.

Legal description for Temporary Easement
From METROPOLITAN BANK AND TRUST COMPANY

as Trustee, Trust No. 1800

For the City of Chicago

Damen Avenue Reconstruction Project

Job # 10-2298-01 May 15, 1997

PARCEL NO.0012TE

THE EAST 6.000 METERS [19.68 FEET] OF LOTS 1, 2 AND 3 IN LEONARD AND ROSTON'S RESUBDIVISION OF BLOCK 3, IN SAMUEL J. WALKER'S SUBDIVISION OF THE NORTHWEST 1/4 OF SECTION 31, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE ILLINOIS AND MICHIGAN CANAL, EXCEPT THE EAST 2.000 M [6.56 FEET] OF SAID LOTS 1, 2 AND 3, ALL IN COOK COUNTY, ILLINOIS.

CONTAINING 0.0085 HECTARE [0.021 ACRE] OF LAND, MORE OR LESS.

Exhibit "A".
(Page 22 of 23)

Legal description for Permanent Easement
For Damen Avenue Viaduct Reconstruction and Maintenance
From LANCORP, INC.
For the City of Chicago
Damen Avenue Reconstruction Project
Job # 10-2298-01 May 15, 1997
PARCEL NO.0014PEA

THAT PART OF THE WEST 1.219 METERS [4.00 FEET] OF THE NORTH 33.00 FEET OF LOTS 1 AND 2, TAKEN AS ONE TRACT, IN WILLARD'S SUBDIVISION OF THE WEST 1/2 OF BLOCK 5 IN CANAL TRUSTEES' SUBDIVISION OF THE EAST 1/2 OF SECTION 31, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, SAID PART OF THE WEST 1.219 METERS [4.00 FEET] OF THE NORTH 33.00 FEET OF LOTS 1 AND 2 LYING ABOVE AND EXTENDING UPWARD FROM A LEVEL PLANE HAVING AN ELEVATION OF 9.754 METERS [32.00 FEET] ABOVE CHICAGO CITY DATUM, IN COOK COUNTY, ILLINOIS.

CONTAINING 0.0012 HECTARE [0.003 ACRE] OF LAND, MORE OR LESS.

Legal description for Permanent Easement
For Damen Avenue Viaduct Reconstruction and Maintenance
From LANCORP, INC.
For the City of Chicago
Damen Avenue Reconstruction Project
Job # 10-2298-01 May 15, 1997
PARCEL NO.0014PEB

THE WEST 2.000 METERS [6.56 FEET] OF THE NORTH 33.00 FEET OF LOTS 1 AND 2, TAKEN AS ONE TRACT, IN WILLARD'S SUBDIVISION OF THE WEST 1/2 OF BLOCK 5 IN CANAL TRUSTEES' SUBDIVISION OF THE EAST 1/2 OF SECTION 31, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THAT PART OF THE WEST 1.219 METERS [4.00 FEET] OF THE NORTH 33.00 FEET OF LOTS 1 AND 2 LYING ABOVE AND EXTENDING UPWARD FROM A LEVEL PLANE HAVING AN ELEVATION OF 9.754 M [32.00 FEET] ABOVE CHICAGO CITY DATUM, IN COOK COUNTY, ILLINOIS.

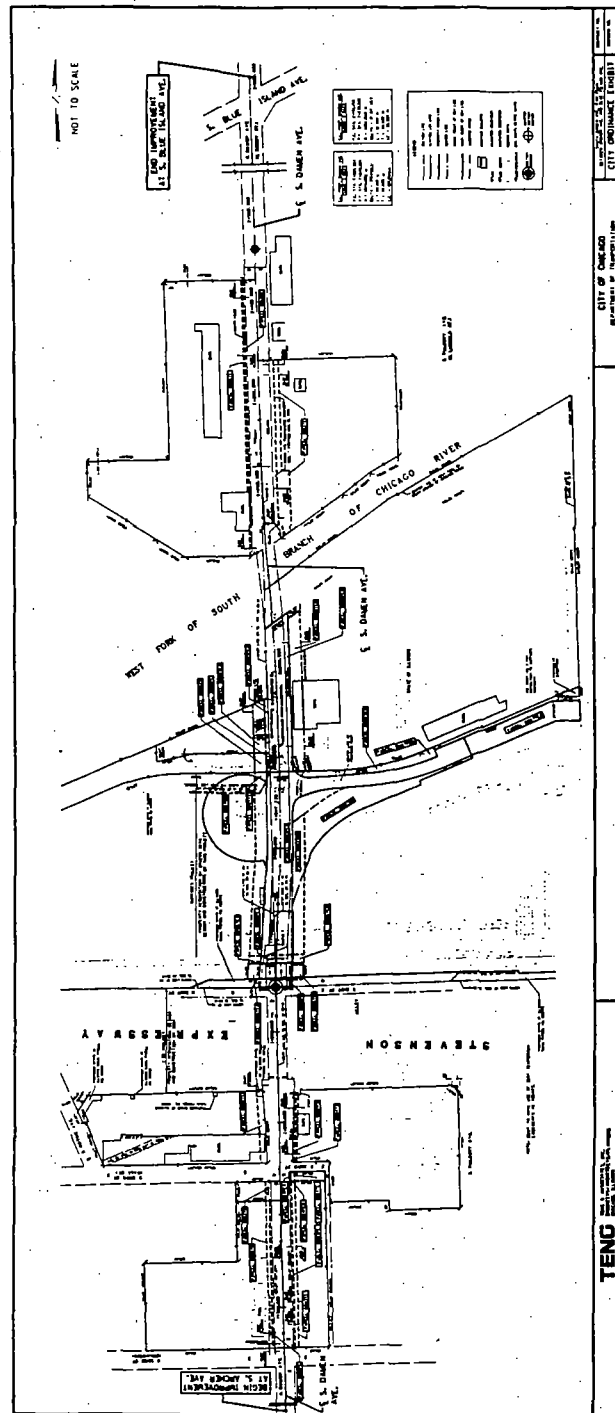
CONTAINING 0.0020 HECTARE [0.005 ACRE] OF LAND, MORE OR LESS.

Legal description for Temporary Easement
From LANCORP, INC.
For the City of Chicago
Damen Avenue Reconstruction Project
Job # 10-2298-01 May 15, 1997
PARCEL NO.0014TE

THE WEST 6.000 METERS [19.68 FEET] OF THE NORTH 33.00 FEET OF LOTS 1 AND 2, TAKEN AS ONE TRACT, IN WILLARD'S SUBDIVISION OF THE WEST 1/2 OF BLOCK 5 IN CANAL TRUSTEES' SUBDIVISION OF THE EAST 1/2 OF SECTION 31, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THE WEST 2.000 METERS [6.56 FEET] THEREOF, IN COOK COUNTY, ILLINOIS.

CONTAINING 0.0040 HECTARE [0.010 ACRE] OF LAND, MORE OR LESS.

Exhibit "A".
(Page 23 of 23)



AUTHORIZATION FOR ACQUISITION OF REVERSIONARY
INTERESTS IN PORTION OF NORTH OGDEN AVENUE.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, October 23, 1997.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred an ordinance by the Department of Housing authorizing the acquisition of reversionary interests in a portion of North Ogden Avenue, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) RAY SUAREZ,
Chairman.

On motion of Alderman Suarez, 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, Steele, Beavers, Dixon, Shaw, Buchanan, Frias, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 47.

Nays -- None.

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

The following is said ordinance as passed:

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

WHEREAS, On January 13, 1919, the City Council of the City of Chicago considered and deferred the opening and extension of North Ogden Avenue, from West Randolph Street and Bryan Place to North Clark Street and Center Street, and the condemnation of lands therefore (Council Journal of Proceedings, pages 1424 -- 1432); and

WHEREAS, On February 18, 1919, the City Council of the City of Chicago passed an ordinance granting the above-named street opening (Council Journal of Proceedings, page 1670); and

WHEREAS, It has been determined that it is useful, desirable and necessary for the City of Chicago to eliminate a street at this location and to convey the vacated public way for purposes of encouraging the redevelopment of the surrounding area; and

WHEREAS, The acquisition of certain easements and reversionary interests of appropriate parties in such parcels is necessary in order to consolidate fee ownership in the name of the City; now, therefore,

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

SECTION 1. The Commissioner of the Department of Planning and Development is authorized to negotiate with the holders of interests in the real property described herein as North Ogden Avenue, between the north line of West Evergreen Avenue and the south line of West North Avenue; the acquisition of such interests being necessary for a public use and in furtherance of a public purpose.

If the Commissioner and the holders of such reversionary interests are able to agree upon the terms of these acquisitions, the Commissioner is authorized to acquire such interests in the name of and on behalf of the City of Chicago. Approval of the City Council shall be required for any monetary consideration to be paid which exceeds One Thousand and no/100 Dollars (\$1,000.00) for each interest.

If the Commissioner is unable to agree with the holders of such interests for these acquisitions, or if the owners are incapable of consenting to the acquisitions, or the holders cannot be located, then the Commissioner shall report such facts to the Corporation Counsel. The Corporation Counsel shall thereafter institute and prosecute condemnation proceedings in the name of and on behalf of the City of Chicago for the purpose of acquiring the necessary interests in the properties described in as North Ogden Avenue, between the north line of West Evergreen Avenue and the south line of West North Avenue, pursuant to the City's right of eminent domain.

SECTION 2. This ordinance shall be effective from and after its passage and approval.

SALE OF VACANT CITY-OWNED PROPERTY AT 3238 -- 3240 WEST
111TH STREET TO MOUNT GREENWOOD LOCAL
DEVELOPMENT CORPORATION.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, October 23, 1997.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred an ordinance by the Department of General Services approving the sale of property at 3238 -- 3240 West 111th Street to Mount Greenwood Local Development Corporation, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) RAY SUAREZ,
Chairman.

On motion of Alderman Suarez, 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, Steele, Beavers, Dixon, Shaw, Buchanan, Frias, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schalter, M. Smith, Moore, Stone -- 47.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, By ordinance adopted by the City Council of the City of Chicago on March 6, 1996, the City approved the sale of the vacant parcel of property legally described on Exhibit A attached hereto ("Property") to Mount Greenwood Local Development Corporation, an Illinois not-for-profit corporation ("Grantee"), 3400 West 111th Street, P.O. Box 1994, Chicago, Illinois 60655; and

WHEREAS, The Department of General Services has recommended that the City Council reduce the purchase price of the Property based upon a recent appraisal which more accurately reflects the fair market value of the Property; now, therefore,

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

SECTION 1. The City hereby approves the sale of the Parcel to the Grantee in the amount of Fifteen Thousand Three Hundred Forty-two and no/100 Dollars (\$15,342.00).

SECTION 2. The Mayor or his proxy is authorized to execute, and the City Clerk is authorized to attest, a quitclaim deed conveying the Parcel to the Grantee. The quitclaim deed shall contain language substantially in the following form:

This conveyance is subject to the express conditions that:

1) a parking lot is built on the Property within six (6) months of the date of this deed; and

2) the Property is used as a parking lot for a period of not less than ten (10) years from the date of this deed.

In the event that the above conditions are not met, the City of Chicago may re-enter the Property and re-vest title in the City of Chicago.

This right of reverter and re-entry shall terminate ten (10) years from the date of this deed.

SECTION 3. This ordinance shall take effect immediately upon its passage.

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

Exhibit "A".

Legal Description.

Lots 17 and 18 in Block 2 in George Brinkman's Addition to Mount Greenwood, a subdivision of Blocks 25, 26, 31 and 32 in Hills Subdivision of the east half of the southeast quarter of Section 14, Township 37 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

3238 -- 3240 West 111th Street,
Chicago, Illinois 60655.

Permanent Tax
Numbers:

24-24-422-039; and

24-24-422-040.

CONVEYANCE OF CITY-OWNED PROPERTY AND EXECUTION
OF REDEVELOPMENT AGREEMENT RELATING TO
4627 SOUTH PRAIRIE AVENUE UNDER
CHICAGO ABANDONED PROPERTY
PROGRAM.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, October 23, 1997.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred an ordinance by the Department of Housing authorizing the sale of property under the Chicago Abandoned Property Program (C.A.P.P.) at 4627 South Prairie Avenue to Benjamin B. Adebayo, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) RAY SUAREZ,
Chairman.

On motion of Alderman Suarez, 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, Steele, Beavers, Dixon, Shaw, Buchanan, Frias, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 47.

Nays -- None.

Alderman Natarus 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 Article VII, Section 6(a) 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, There exist within the City a substantial number of abandoned, deteriorated, and dangerous buildings which threaten the health, safety, economic stability and general welfare of the citizens of the City, and which are the subject of certain housing court proceedings; and

WHEREAS, The Chicago City Council, by ordinance passed May 20, 1992 (Council Journal of Proceedings, pages 16333 -- 16335), established the

Chicago Abandoned Property Program ("C.A.P.P.") to help abate the danger posed by said buildings within the City through the acquisition and subsequent conveyance of the Properties to parties who have proposed either to demolish or rehabilitate these buildings; and

WHEREAS, The parcel of property identified on Exhibit A attached hereto ("Parcel") was included on the list of properties offered for conveyance to the general public pursuant to the terms of C.A.P.P.; and

WHEREAS, The party identified on Exhibit A ("Participant") has submitted a proposal to the City to either demolish or rehabilitate the building situated on the Parcel set forth opposite his name on Exhibit A; and

WHEREAS, The Real Estate Services Advisory Committee has recommended to the City Council that the Parcel be awarded to the Participant for the purpose of either demolishing or rehabilitating the building located thereon; and

WHEREAS, The Participant is a City employee; now, therefore,

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

SECTION 1. The foregoing recitals are adopted as the findings of the City Council.

SECTION 2. The Commissioner of Housing is authorized to negotiate and execute a redevelopment agreement with the Participant, and such other documents which may be required or necessary to implement the intent and objectives of C.A.P.P., subject to the approval of the Corporation Counsel.

SECTION 3. The Mayor or his proxy is authorized to execute, and the City Clerk is authorized to attest, a quitclaim deed conveying the Parcel to the approved Participant, or to a land trust of which the Participant is the sole beneficiary, or to a business entity of which the Participant is the sole controlling party, subject to the approval of the Corporation Counsel.

SECTION 4. It is hereby declared to be the intention of the City that upon the issuance of the deed vesting the City in title to the Parcel listed on Exhibit A, all prior liens, encumbrances and other interests of the City shall merge into the deed for such Parcel.

SECTION 5. The conveyance of the Property by the City to the Participant is hereby declared exempt from Section 2-156-110 of the Municipal Code of the City of Chicago.

SECTION 6. This ordinance shall be effective upon its passage.

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

Exhibit "A".

Property Address: 4627 South Prairie Avenue

Participant: Benjamin B. Adebayo

Purpose: Rehabilitation

Permanent Index Number: 20-03-322-009

Legal Description.

Lot 4 (except the east 25 feet thereof taken for railroad) in the subdivision of Lots 14 and 15 and the south twelve and one-half feet of Lot 13 in L. W. Stone's Subdivision of the north half of the southwest quarter of the southwest quarter of Section 3, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

AMENDMENT OF ORDINANCE WHICH AUTHORIZED CONVEYANCE
OF VARIOUS CITY-OWNED PROPERTIES TO COMMUNITY
HOME BUILDERS, INC. UNDER NEW HOMES
FOR CHICAGO PROGRAM.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, October 23, 1997.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred an ordinance amending an ordinance passed November 7, 1996, approving the conveyance of various city-owned parcels to Community Home Builders, Inc. under the New Homes for Chicago Program, by including 2850 South Springfield Avenue and deleting 2355 South Homan Avenue, having had

the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) RAY SUAREZ,
Chairman.

On motion of Alderman Suarez, 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, Steele, Beavers, Dixon, Shaw, Buchanan, Frias, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone --47.

Nays -- None.

Alderman Natarus 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. Exhibit A attached to the ordinance approving the conveyance of various City-owned parcels to Community Home Builders, Inc., an Illinois corporation, through the New Homes for Chicago Program, which ordinance was adopted by the City Council on November 7, 1996 (Council Journal of Proceedings, pages 33023 -- 33029), is hereby amended by including the lot listed below in brackets in the List of City Lots available for redevelopment pursuant to the New Homes for Chicago Program, and deleting from the List of City Lots the lot in quotations:

Parcel	Permanent Index Number
[2850 South Springfield Avenue	16-26-317-043-0000]
"2355 South Homan Avenue	16-26-212-022-0000"

SECTION 2. This ordinance shall take effect immediately upon its passage.

AUTHORIZATION FOR EXECUTION OF LEASE AGREEMENT
AT 5148 SOUTH ARCHER AVENUE FOR CHICAGO
PUBLIC LIBRARY (ARCHER BRANCH).

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, October 23, 1997.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred an ordinance by the Department of General Services approving a lease at 5148 South Archer Avenue for the Chicago Public Library Archer Branch (Lease Number 19022), having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) RAY SUAREZ,
Chairman.

On motion of Alderman Suarez, 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, Steele, Beavers, Dixon, Shaw, Buchanan, Frias, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 47.

Nays -- None.

Alderman Natarus 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 General Services is authorized to execute on behalf of the City of Chicago, a lease with Corina Parga, as Lessor, for approximately one thousand five hundred twenty-seven (1,527) square feet of office space located at 5148 South Archer Avenue for use by the Chicago Public Library, as lessee; such lease to be approved by the president of the Chicago Public Library and the Commissioner of the Chicago Public Library and to be approved as to form and legality by the Corporation Counsel in substantially the following form:

[Lease Agreement immediately follows
Section 2 of this ordinance.]

SECTION 2. This ordinance shall be effective from and after the date of its passage.

Lease Agreement referred to in this ordinance reads as follows:

Lease Agreement.

This lease is made and entered into this ____ day of _____, 1997, by and between Corina Parga (hereinafter referred to as "Landlord") and the City of Chicago, an Illinois municipal corporation (hereinafter referred to as "Tenant").

Recitals.

Whereas, Landlord is the owner of the premises more commonly known as 5148 South Archer Avenue, Chicago, Cook County, Illinois; and

Whereas, Landlord has agreed to lease to Tenant, and Tenant has agreed to lease from Landlord, approximately one thousand five hundred twenty-seven (1,527) square feet of ground floor office space located at 5148 South Archer Avenue to be used by the Chicago Public Library;

Now, Therefore, In consideration of the covenants, terms and conditions set forth herein, the parties hereto agree and covenant as follows:

Section 1.

Grant.

Landlord hereby leases to Tenant the following described premises situated in the City of Chicago, County of Cook, State of Illinois, to wit:

Approximately one thousand five hundred twenty-seven (1,527) square feet of office space located on that certain parcel of real estate more commonly known as 5148 South Archer Avenue, Chicago, Illinois (the "Premises").

Section 2.

Term.

The term of this lease ("Term") shall commence on January 1, 1997, ("Commencement Date"), and shall end on December 31, 1999, unless sooner terminated as set forth in this lease.

Section 3.

Rent, Taxes And Utilities.

3.1 Rent.

Tenant shall pay base rent for the Premises in the amount of:

- (a) Nine Hundred Fifty and no/100 Dollars (\$950.00) for the period beginning on the first (1st) day of January 1997 and ending on the thirty-first (31st) day of December 1997.

- (b) Nine Hundred Ninety-seven and no/100 Dollars (\$997.00) for the period beginning on the first (1st) day of January 1998 and ending the thirty-first (31st) day of December 1999.

Rent shall be paid to Landlord at Corina Parga, 11200 Sequoya Lane, Indiana Head Park, Illinois 60525, or at such place as Landlord may, from time to time, hereby designate in writing to Tenant.

3.2 Taxes And Other Levies.

Landlord shall pay when due all real estate taxes, duties, assessments, sewer and water charges and other levies assessed against the Premises, except for those charges which this lease specifies that Tenant shall pay.

3.3 Utilities.

Tenant shall pay when due all charges for gas, electricity, light, heat and telephone or other communication service, and all other utility services used in or supplied to the Premises, except for those charges which this lease specifies that Landlord shall pay.

Section 4.

Condition And Enjoyment Of Premises, Alterations And Additions, Surrender.

4.1 Condition Of Premises Upon Delivery Of Possession.

Landlord covenants that the Premises shall, at the time of delivery of possession to Tenant:

- (a) Comply in all respects with all laws, ordinances, orders, rules, regulations and requirements of all federal, state and municipal governmental departments ("Law") which may be applicable to the Premises or to the use or manner of use of the Premises.
- (b) Contain no environmentally hazardous materials.

Landlord's duty under this section of the lease shall survive Tenant's acceptance of the Premises.

4.2 Covenant Of Quiet Enjoyment.

Landlord covenants and agrees that Tenant, upon paying the rent and upon observing and keeping the covenants, agreements and conditions of this lease on its part to be kept, observed and performed, shall lawfully and quietly hold, occupy and enjoy the Premises (subject to the provisions of this lease) during the Term without hindrance or molestation by Landlord or by any person or persons claiming under Landlord.

4.3 Landlord's Duty To Maintain Premises And Right Of Access.

Unless otherwise provided in this lease, Landlord shall, at Landlord's expense, keep the Premises in a condition of thorough repair and good order, and in compliance with all applicable provisions of the Municipal Code of Chicago, including but not limited to those provisions in Title 13 ("Building and Construction"), Title 14 ("Electrical Equipment and Installation"), and Title 15 ("Fire Prevention"). If Landlord shall refuse or neglect to make needed repairs within fifteen (15) days after written notice thereof sent by Tenant, unless such repair cannot be remedied by fifteen (15) days, and Landlord shall have commenced and is diligently pursuing all necessary action to remedy such repair, Tenant is authorized to make such repairs and to deduct the cost thereof from rents accruing under this lease by providing the Landlord with written notice sent by certified or registered mail to the address cited herein. Landlord shall have the right of access to the Premises for the purpose of inspecting and making repairs to the Premises, provided that except in the case of emergencies, Landlord shall first give notice to Tenant of its desire to enter the Premises and will schedule its entry so as to minimize any interference with Tenant's use of Premises to prospective or actual purchasers, mortgagees, tenants, workmen, or contractors or as otherwise necessary in the operation or protection of the Premises.

4.4 Use Of The Premises.

Tenant shall use the Premises in a manner that would violate any Law. Tenant further covenants not to do or suffer any waste or damage, comply in all respects with the laws, ordinances, orders, rules, regulations and requirements of all federal, state and municipal governmental departments which may be applicable to the Premises or to the use or manner of use of the Premises, disfigurement or injury to any building or improvement on the Premises, or to fixtures and equipment thereof.

4.5 Alterations And Additions.

Tenant shall have the right to make such alterations, additions and improvements to the Premises as it shall deem necessary, provided that any such alterations, additions and improvements shall be in full compliance with the applicable Law and provided that Tenant has obtained the prior written consent of Landlord. Landlord shall not unreasonably withhold consent.

Section 5.

Assignment, Sublease And Liens.

5.1 Assignment And Sublease.

Tenant shall not assign this lease in whole or in part, or sublet the Premises or any part thereof, without written consent of Landlord in each instance. Landlord shall not unreasonably withhold consent.

5.2 Tenant's Covenant Against Liens.

Tenant shall not cause or permit any lien or encumbrance, whether created by act of Tenant, operation of Law or otherwise, to attach to or be placed upon Landlord's title or interest in the Premises. All liens and encumbrances created by Tenant shall attach to Tenant's interest only.

Section 6.

Insurance And Indemnification.

6.1 Landlord's Duty To Provide Liability Insurance.

During the Term, Landlord shall, at Landlord's sole expense, obtain and continuously maintain comprehensive public liability insurance against any loss, liability or damage on, about, or relating to the Premises (the "Liability Insurance") in an amount and with terms specified in this lease, on or before the Commencement Date.

An original copy of the new or renewal liability policy, or a certificate of such policy issued by the Liability Insurer setting forth in full the provisions thereof shall be provided to the Tenant on or before Commencement Date.

6.2 Amount Of Liability Insurance.

The initial Liability Insurance policy shall afford protection to the limit of not less than One Million and no/100 Dollars (\$1,000,000.00) (the "Minimum Limit").

6.3 Other Terms Of Liability Insurance.

The Liability Insurance shall name Landlord as named insured and the tenant as an additional insured on a primary non-contributory basis for any liability arising directly or indirectly from this lease, and shall be obtained from and maintained with a reputable and financially sound insurance company authorized to issue such insurance in the State of Illinois (the "Liability Insurer"). Each Liability Insurance policy shall provide that it may be canceled, materially altered, or not renewed by the insurer only thirty (30) days prior written notice to Tenant and Landlord.

6.4 Tenant's Indemnification.

Tenant shall indemnify and hold Landlord, its agents and employees, harmless against all liabilities, judgment costs, damages and expenses which may accrue against, be charged to, or be recovered from Landlord by reason or on account of damages to Premises or injury to or death of any person, arising from Tenant's use and occupancy of the Premises, including acts of Tenant's agents, contractors, and subcontractors. Tenant shall also indemnify and hold Landlord, its agents and employees, harmless against any penalty, damages or imposed for any violation of any federal, state and municipal laws or ordinances occasioned by neglect of Tenant.

6.5 Landlord's Indemnification.

Landlord shall indemnify and hold Tenant harmless against all liabilities, judgment costs, damages, and expenses which may accrue against, be charged to, or be recovered from Tenant by reason of Landlord's negligent performance of or failure to perform any of its obligations under this lease provided that Tenant has provided Landlord with proper and timely written notice.

Section 7.

Damage Or Destruction.

7.1 Damage Or Destruction.

If the Premises are damaged or destroyed by fire or other casualty to such

extent that Tenant cannot continue occupancy or conduct its normal business therein, or if, in Tenant's sole opinion, the Premises are rendered untenable, Tenant shall have the option to declare this lease terminated as of the date of such damage or destruction by giving Landlord written notice to such effect. If Tenant exercises this option, the rent shall be apportioned as of the date of such damage or destruction and Landlord shall forthwith repay to Tenant all prepaid rent. If Tenant does not exercise this option, Landlord shall, at Landlord's own expense, perform as rapidly as circumstances permit such rebuilding and repairs as may be necessary to restore the Premises to their former condition within one hundred eighty (180) days or sooner. From the date of such damages until such restoration is completed, there shall be a pro rata abatement of rent to the extent of the period that the Premises are untenable. After Premises are restored and after written notice to Tenant from Landlord, rent shall commence seven (7) days from date of notice. Unreasonable delay on Landlord's part in commencing or carrying out repairs following damage or destruction shall entitle Tenant to terminate this lease as of the date of such damage or destruction provided that Tenant gives Landlord prior written notice.

Section 8.

Conflict Of Interest And Governmental Ethics.

8.1 Conflict Of Interest.

No official or employee of the City of Chicago, nor any member of any board, commission or agency of the City of Chicago, shall have any personal interest, direct or indirect, in the Premises; nor shall any such official, employee, or member participate in any decision relating to this lease which affects his or her personal interest or the interests of any corporation, partnership, or association in which he or she is directly or indirectly interested.

8.2 Landlord's Duty To Comply With Governmental Ethics Ordinance.

Landlord shall comply with Chapter 2-156 of the Municipal Code of Chicago, "Governmental Ethics", including but not limited to Section 2-156-120, of this chapter, pursuant to which no payment, gratuity or offer of employment shall be made in connection with any City of Chicago contract, as an inducement for the award of a contract or order. Any contract or lease negotiated, entered into, or performed in violation of any of the provisions of this chapter shall be voidable as to Tenant.

*Section 9.**Holding Over.***9.1 Holding Over.**

Any holding over by Tenant shall be construed to be a tenancy from month to month only beginning January 1, 2000 and the rent shall be as determined and agreed to by the parties at the start of the monthly tenancy.

*Section 10.**Miscellaneous.***10.1 Notice.**

All notices, demands and requests which may be or are required to be given, demanded or requested by either party to the other shall be in writing. All notices, demands and requests by Landlord to Tenant shall be delivered by national overnight courier or shall be sent by United States registered or certified mail, return receipt requested, postage prepaid addressed to Tenant as follows:

Asset Manager
Department of General Services
Bureau of Real Estate Management
30 North LaSalle Street, Suite 3700
Chicago, Illinois 60602

or at such other place as Tenant may from time to time designate by written notice to Landlord and to Tenant at the Premises. All notices, demands, and requests by Tenant to Landlord shall be delivered by a national overnight courier or shall be sent by United States registered or certified mail, return receipt requested, postage prepaid, addressed to Landlord as follows:

Corina Parga
11200 Sequoya Lane
Indian Head Park, Illinois 60525

or at such other place as Landlord may from time to time designate by written notice to Tenant. Any notice, demand or request which shall be served upon Landlord by Tenant, or upon Tenant by Landlord, in the manner aforesaid, shall be deemed to be sufficiently served or given for all purposes hereunder at the time such notice, demand or request shall be mailed.

10.2 Partial Invalidity.

If any covenant, condition, provision, term or agreement of this lease shall, to any extent, be held invalid or unenforceable, the remaining covenants, conditions, provisions, terms and agreements of this lease shall not be affected thereby, but each covenant, condition, provision, term or agreement of this lease shall be valid and in force to the fullest extent permitted by Law.

10.3 Governing Law.

This lease shall be construed and be enforceable in accordance with the Laws of the State of Illinois.

10.4 Entire Agreement.

All preliminary and contemporaneous negotiations are merged into and incorporated in this lease. This lease contains the entire agreement between the parties and shall not be modified or amended in any manner except by an instrument in writing executed by the parties hereto.

10.5 Captions And Section Numbers.

The captions and section numbers appearing in this lease are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such sections of this lease nor in any way affect this lease.

10.6 Binding Effect Of Lease.

The covenants, agreements, and obligations contained in this lease shall extend to, bind, and inure to the benefit of the parties hereto and their legal representatives, heirs, successors and assigns.

10.7 Time Is Of The Essence.

Time is of the essence of this lease and of each and every provision hereof.

10.8 No Principal/Agent Or Partnership Relationship.

Nothing contained in this lease shall be deemed or construed by the parties hereto nor by any third party as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto.

10.9 Authorization To Execute Lease.

The parties executing this lease hereby represent and warrant that they are the duly authorized and acting representatives of Landlord and Tenant, respectively, and that by their execution of this lease, it became the binding obligation of Landlord and Tenant, respectively, subject to no contingencies or conditions except as specifically provided herein.

10.10 Termination Of Lease.

Tenant and/or Landlord shall have the right to terminate this lease by providing each other with ninety (90) days prior written notice at any time from the execution of this lease.

10.11 Force Majeure.

When a period of time is provided in this lease for either party to do or perform any act or thing, the party shall not be liable or responsible for any delays due to strikes, lockouts, casualties, acts of God, wars, governmental regulation or control, and other causes beyond the reasonable control of the party, and in any such event the time period shall be extended for the amount of time the party is so delayed.

10.12 Condemnation.

If the whole or any substantial part of the Premises are taken or condemned by any competent authority for any public use or purpose, or if any adjacent property or street shall be so condemned or improved in such a manner as to require the use of any part of the Premises, the term of this lease shall, at the option of the Landlord or the condemning authority, be terminated upon, and not before, the date when possession of the part so taken shall be required for such use or purpose, and Landlord shall be entitled to receive the entire award without apportionment with Tenant. Rent shall be apportioned as of the date of Tenant's vacating as the result of said termination.

Section 11.

Additional Responsibilities Of Landlord.

Landlord under this lease shall:

11.1

Provide hot and domestic water for the Premises.

11.2

Maintain plumbing in good operable condition.

11.3

Provide for heat daily from 8:00 A.M. to 9:00 P.M. (Saturdays 8:00 A.M. to 6:00 P.M.) Sundays and holidays whenever heat shall be necessary for comfortable occupancy of the demised Premises. Maintain plant and equipment in good operable condition.

11.4

Provide air-conditioning daily from 8:00 A.M. to 9:00 P.M. (Saturdays 8:00 A.M. to 6:00 P.M.) Sundays and holidays if necessary, whenever air-conditioning shall be required for comfortable occupancy of the Premises and maintain plant and equipment in good operable condition, excluding damage caused by acts of vandalism from Tenant or any of its agents or clients.

11.5

Provide at Landlord's expense any and all janitorial service for the maintenance of the exterior and interior of the building, including structural and mechanical components. Janitorial service as used herein shall not be construed to mean cleaning, washing, or sweeping of any kind, or moving of furniture or replacing of light bulbs, etc., but shall refer strictly to service for the maintenance of the physical plant.

Section 12.

Additional Responsibilities Of Tenant.

Tenant under this lease shall:

12.1

Replace any broken plate glass on first floor of said Premises during term of lease which is not caused by negligence of Landlord.

12.2

Provide and pay for nightly custodial services which shall be construed as cleaning, washing, emptying wastepaper baskets, replacement of light bulbs or sweeping of any kind.

12.3

Repair any electrical wiring or fixtures that have been installed by Tenant.

12.4

Tenant reserves the right to make such alterations in the bulkheads of the front windows as may be necessary to Tenant.

12.5

Tenant reserves the right to install an appropriate sign on the front exterior of the building provided that it complies with federal, state, and municipal laws.

12.6

Upon the termination of this lease, tenant shall surrender the Premises to the Landlord in a comparable condition to the condition of the Premises at the beginning of this lease, with normal wear and tear taken into consideration.

12.7

Tenant will allow Landlord to place upon Premises notices of rental signs not to exceed two feet by two feet in size.

12.8

Tenant agrees that Tenant has inspected the Premises and all related areas and grounds and that Tenant is satisfied with the physical condition thereof.

12.9

Tenant or any of his or her agents or employees shall not perform or permit any practice that is injurious to the Premises or unreasonably disturbs other Tenants; is illegal; or increases the rate of insurance on the Premises.

12.10

Tenant shall keep out of Premises materials which cause a fire hazard or safety hazard and comply with reasonable requirements of Landlord's fire insurance carrier; not destroy, deface, damage, impair, nor remove any part of the Premises or facilities, equipment or appurtenances thereto; and maintain the smoke detectors in the Premises in accordance with applicable law.

In Witness Whereof, The parties have executed this lease as of the day and year first above written.

Landlord:

By: _____
Corina Parga

Tenant:

City of Chicago, an Illinois
municipal corporation

By: The Department of General
Services

By: _____
Carlos Ponce, Commissioner

Approved: The Chicago Public
Library

By: _____
Mary A. Dempsey, Comissioner

Approved: The Chicago Public
Library Board of
Directors

By: _____
Cindy Pritzker, President

Approved As To Form And Legality:

By: The Department of Law

By: _____
Assistant Corporation Counsel

AUTHORIZATION FOR EXTENSION OF LEASE AGREEMENT
AT NORTH HAMLIN AVENUE AND WEST WABANSIA
AVENUE FOR DEPARTMENT OF WATER.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, October 23, 1997.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred an ordinance by the Department of General Services approving a lease renewal at North Hamlin Avenue and West Wabansia Avenue Department of Water (Lease Number 52920), having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) RAY SUAREZ,
Chairman.

On motion of Alderman Suarez, 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, Steele, Beavers, Dixon, Shaw, Buchanan, Frias, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 47.

Nays -- None.

Alderman Natarus 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 General Services is authorized to execute on behalf of the City of Chicago, an extension of lease agreement from Commuter Rail Division of the Regional Transportation Authority (Metra), as landlord, for the property located at Hamlin and Wabansia Avenues for part of a pumping station and material yard for use by the Department of Water, as tenant, such lease to be approved as to form and legality by the Corporation Counsel in substantially the following form:

[Extension of Lease Agreement immediately follows
Section 2 of this ordinance.]

SECTION 2. This ordinance shall be effective from and after the date of its passage.

Extension of Lease Agreement referred to in this ordinance reads as follows:

Extension Of Lease Agreement Number 52920.

This Indenture is made _____, by and between Commuter Rail Division of the Regional Transportation Authority (Metra) hereinafter called "Landlord;" and City of Chicago, Illinois, hereinafter referred to as "Tenant".

Witnesseth:

Whereas, The Landlord, or its predecessors, heretofore on October 22, 1942, entered into a certain indenture of lease bearing Number 52920, whereby it leased, demised and let unto the Tenant certain of its property at the Station of Chicago, to be used as a site for part of a pumping station and material year, and more particularly described in said lease (for legal description see attached (Sub)Exhibit "A"); and

Whereas, Said indenture of lease was drawn for a term ending December 31, 1947 and was extended for additional periods the last of such extensions expiring on December 31, 1994 (see (Sub)Exhibit "B"); and

Whereas, The parties hereto mutually desire to extend the term of said indenture of lease for a period of three (3) years and after January 1, 1996; and

Now, Therefore, In consideration of the premises and of the mutual covenants and agreements of the parties hereto, it is hereby agreed as follows:

- 1) That said indenture of lease is hereby extended for a term of three (3) years from January 1, 1996 at a rental of Two Thousand Four Hundred Dollars (\$2,400) per annum payable annually in advance.
- 2) Tenant shall pay all taxes, license fees and assessments (except special assessments for permanent improvements) or other charges that may be legally levied or assessed locally against said premises for the term hereof or of any extension thereof;

and in case of special assessments for permanent improvements the base annual rent to be paid by Tenant hereunder shall be increased by an amount equal to twelve percent (12%) per annum of the total cost of such assessments.

- 3) Notwithstanding the fact that this extension is for a term of three (3) years, either party hereto reserves the right to terminate the lease at any time by giving the other sixty (60) days' notice of a desire to do so, and in the event of such termination, any unearned rental shall be refunded.
- 4) All the terms, conditions and covenants of said indenture of lease hereby extended shall, during the term hereof; except as herein expressly modified, be binding upon Landlord, its successors and assigns, and upon the Tenant, its successors and assigns, heirs and legal representatives.

In Witness Whereof, This lease is signed on behalf of the parties hereof:

Witness for Landlord

Signatory for Metra
Philip A. Pagano
Executive Director
Commuter Rail Division of the
Regional Transportation
Authority

Approved As To Form And Legality (except as to property description and execution):

Assistant Corporation Counsel

By: _____
Commissioner of Water

By: _____
Commissioner of General
Services

[Exhibit "B" referred to in this Extension of Lease Agreement omitted for printing purposes but on file and available for public inspection in the Office of the City Clerk.]

(Sub)Exhibit "A" referred to in this Extension of Lease reads as follows:

(Sub)Exhibit "A".
(To Extension Of Lease Agreement)

Legal Description.

Location: North Hamlin Avenue and West Wabansia Avenue.

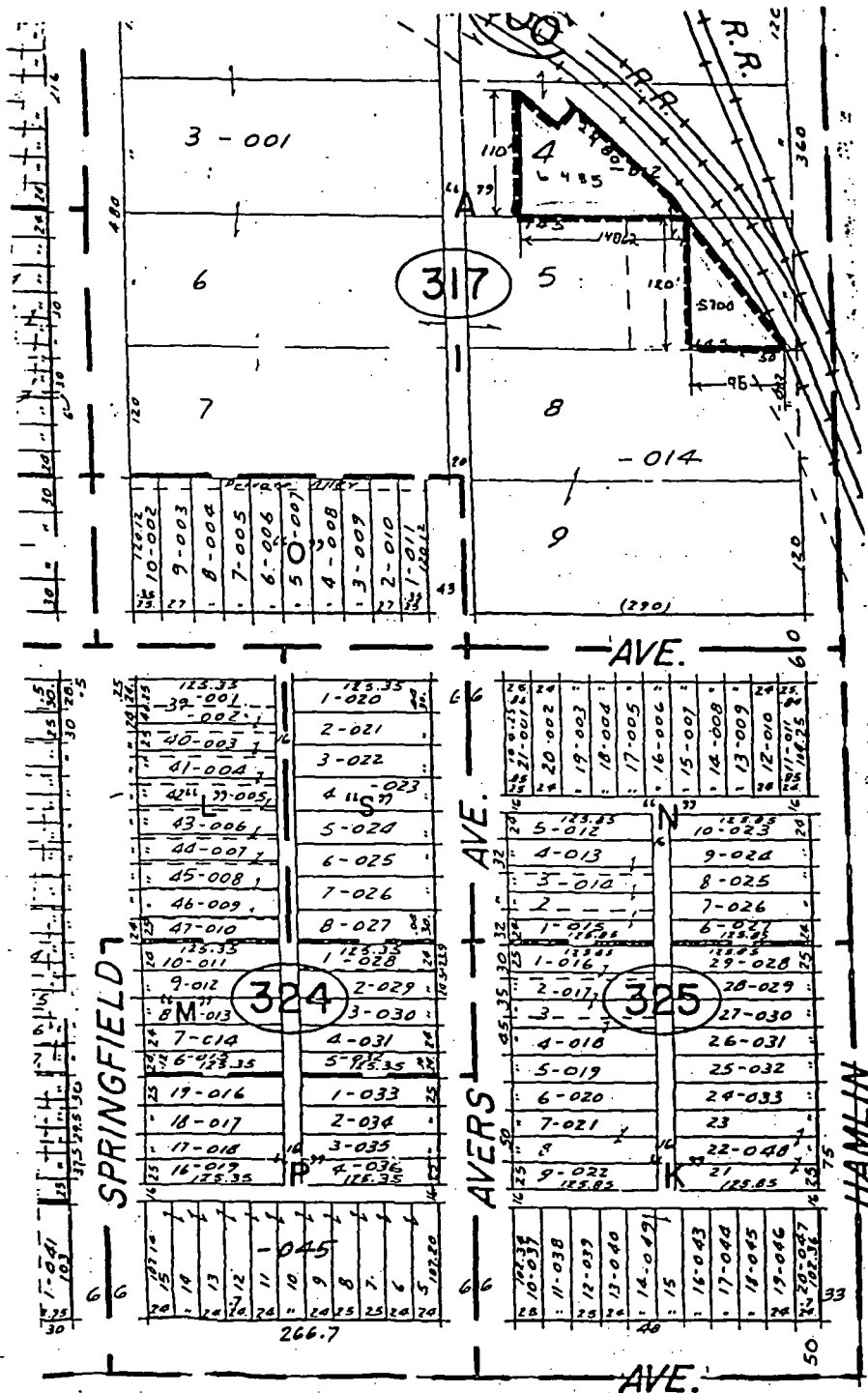
Start at the point of intersection of the north line of West Wabansia Avenue and the west line of North Hamlin Avenue in the City of Chicago, in the county and state aforesaid, according to the recorded plat thereof; thence run north along the west line of North Hamlin Avenue 240 feet; thence west at right angles 46.62 feet to the point of beginning of the land to be described; thence continue west along said last described course 95 feet; thence north at right angles 120 feet; thence southeasterly on a straight line 153 feet to the place of beginning (excepting therefrom a strip of land 17 feet wide, being 8.5 feet on each side of the centerline of the side track running across said premises).

Also start at the point of intersection aforesaid; thence run north along said west line of North Hamlin Avenue 360 feet; thence west at right angles 141.62 feet to the point of beginning of the land to be described; thence continue west along said last described course 148.62 feet; thence north at right angles 110 feet, more or less, to a point which is 9.5 feet southwesterly of and measured at right angles to the centerline of the most southerly side track of the Milwaukee Trustees as now there laid and operated; thence southeasterly parallel to the centerline of the Milwaukee Trustees' most westerly side track 46 feet; thence northeasterly at right angles 20 feet; thence southeasterly on a straight line to the place of beginning (excepting therefrom two strips of land being 8.5 feet on each side of the centerlines of), the side tracks running across said premises.

All being a part of the southwest quarter of Section 35, Township 40 North, Range 13 East of the Third Principal Meridian, and continuing 11,230 square feet, more or less, and more particularly outlined in the shaded area on the plat hereto attached and made a part hereof.

[Drawing attached to this legal description
printed on page 54825 of this Journal.]

Legal description associated with this document printed
on page 54824 of this Journal.



COMMITTEE ON LICENSE AND
CONSUMER PROTECTION.

AMENDMENT OF TITLE 4, CHAPTER 60, SECTION 023 OF
MUNICIPAL CODE OF CHICAGO BY DELETION OF
SUBSECTION 29.52 WHICH RESTRICTED
ISSUANCE OF ADDITIONAL PACKAGE
GOODS LICENSES ON PORTION OF
SOUTH LARAMIE AVENUE.

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, October 28, 1997.

To the President and Members of the City Council:

Your Committee on License and Consumer Protection, having under consideration an ordinance, introduced by Alderman Sam Burrell (which was referred on October 1, 1997), to amend Section 4-60-023 of the Municipal Code of Chicago by deleting subsection 4-60-023 (29.52), begs leave to recommend that Your Honorable Body *Pass* the ordinance transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the committee on October 21, 1997.

Respectfully submitted,

(Signed) EUGENE C. SCHULTER,
Chairman.

On motion of Alderman Schulter, 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, Steele, Beavers, Dixon, Shaw, Buchanan, Frias, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 47.

Nays -- None.

Alderman Natarus 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 subsection 4-60-023 (29.52).

SECTION 2. This ordinance shall be in full force and effect from and after its passage and approval.

AUTHORIZATION FOR WAIVER OF ALL NECESSARY
PERMIT AND LICENSE FEES FOR HAUNTED
HOUSE SPONSORED BY SLOVAK
AMERICAN SOKOL KRIVAN.

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, October 28, 1997.

To the President and Members of the City Council:

Your Committee on License and Consumer Protection, having under consideration an order introduced by Alderman Margaret Laurino (which was referred on October 1, 1997), directing the Department of Revenue to waive all license and permit fees for the Haunted House sponsored by the Slovak American Sokol Krivan, to be held from October 25 to October 31, 1997, begs leave to recommend that Your Honorable Body *Pass* the order which is transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the committee on October 21, 1997.

Respectfully submitted,

(Signed) EUGENE C. SCHULTER,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Frias, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schuler, M. Smith, Moore, Stone -- 47.

Nays -- None.

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

The following is said order as passed:

Ordered, That the Director of Revenue is authorized to waive all license and permit fees necessary for the Haunted House sponsored by the Slovak American Sokol Krivan (Sokol U.S.A. Lodge 306) for the Haunted House to be presented at the Sokol Community Center, 4855 North Elston Avenue, from October 25 to October 31, 1997.

COMMITTEE ON POLICE AND FIRE.

EXONERATION OF MRS. O'LEARY AND HER COW FROM ALL BLAME IN REGARD TO GREAT CHICAGO FIRE OF 1871.

The Committee on Police and Fire submitted the following report:

CHICAGO, October 6, 1997.

To the President and Members of the City Council:

Your Committee on Police and Fire held a meeting on Monday, October 6, 1997 and having had under consideration a resolution introduced by Alderman Edward M. Burke (14th Ward) to forever exonerate Mrs. O'Leary

and her cow from all blame in regard to the Great Chicago Fire of 1871, begs leave to report and recommend that Your Honorable Body *Adopt* the proposed substitute resolution transmitted herewith.

This recommendation was concurred in by all members of the committee present, with no dissenting votes.

Respectfully submitted,

(Signed) WILLIAM M. BEAVERS,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Frias, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 47.

Nays -- None.

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

The following is said resolution as adopted:

WHEREAS, A fire broke out on the evening of Sunday, October 8, 1871, in the barn of Patrick and Catherine O'Leary on the west side of the City of Chicago; and

WHEREAS, While it ironically spared the O'Leary's house, located at 137 DeKoven Street, the blaze tragically spread out of control and burned a huge swath, approximately three and one-third miles in size through Chicago; and

WHEREAS, Before the Great Chicago Fire died out in the early morning hours of Tuesday, October 10, it had killed three hundred (300) people and destroyed property valued at One Hundred Ninety-two Million Dollars (\$192,000,000); and

WHEREAS, Even as the conflagration raged, Mrs. O'Leary and her cow were being blamed as the source of the biggest catastrophe ever to occur in the Windy City; and

WHEREAS, The *Chicago Evening Journal* first spun the yarn that the Great Chicago Fire was sparked when Mrs. O'Leary's cow kicked over a lantern while Mrs. O'Leary was milking the bovine animal; and

WHEREAS, Mrs. O'Leary claimed she had a solid alibi and was asleep in bed with her husband, Patrick, at the time when the fire first broke out; and

WHEREAS, A neighbor, Daniel "Peg Leg" Sullivan, was a man who some historians now suspect may have been the true culprit behind the fire; and

WHEREAS, Although contemporary research appears to vindicate Mrs. O'Leary, she has unfairly remained vilified and maligned by history; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, assembled this twenty-eighth day of October, 1997, do hereby forever exonerate Mrs. O'Leary and her cow from all blame in regard to the Great Chicago Fire of 1871; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Dr. Douglas Greenberg, President and Director of the Chicago Historical Society.

**COMMITTEE ON SPECIAL EVENTS
AND CULTURAL AFFAIRS.**

PERMISSION GRANTED TO LAKEVIEW ACE HARDWARE
FOR CONDUCT OF SIDEWALK SALE AT 3921
NORTH SHERIDAN ROAD.

The Committee on Special Events and Cultural Affairs submitted the following report:

CHICAGO, October 28, 1997.

To the President and Members of the City Council:

Your Committee on Special Events and Cultural Affairs, having had under consideration a proposed order to grant permission to Lakeview Ace Hardware for the conduct of a sidewalk sale at 3921 North Sheridan Road (referred on October 1, 1997), begs leave to recommend that Your Honorable Body do *Pass* the proposed order which is transmitted herewith.

This recommendation was concurred in by all members of the committee present, with no dissenting vote.

Respectfully submitted,

(Signed) PERCY Z. GILES,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Frias, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 47.

Nays -- None.

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

The following is said order as passed:

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to Lakeview Ace Hardware, 3921 North Sheridan Road, for the conduct of a sidewalk sale in front of 3921 North Sheridan Road, as follows:

September 20, 1997

9:00 A.M. to 5:00 P.M.

September 21, 1997

9:00 A.M. to 5:00 P.M.

AUTHORIZATION FOR WAIVER OF SPECIFIED FEES
FOR PARTICIPANTS IN SUNDRY EVENTS.

The Committee on Special Events and Cultural Affairs submitted the following report:

CHICAGO, October 28, 1997.

To the President and Members of the City Council:

Your Committee on Special Events and Cultural Affairs, having had under consideration four proposed orders for waiver of various fees for participants in sundry events (referred on October 1, 1997) begs leave to recommend that Your Honorable Body do *Pass* the proposed orders transmitted herewith.

This recommendation was concurred in by all members of the committee present, with no dissenting vote.

Respectfully submitted,

(Signed) PERCY Z. GILES,
Chairman.

On motion of Alderman Giles, the said proposed orders transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Frias, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 47.

Nays -- None.

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

Said orders, as passed, read as follows (the italic heading in each case not being a part of the order):

Itinerant Merchant License Fees.

American Friends Committee/African Market Place II.

Ordered, That the Director of the Department of Revenue is hereby authorized and directed to waive the Itinerant Merchant License fees in connection with the American Friends Committee who will sponsor their "African Market Place II" on the plaza outside the Klucynski Federal Building (230 South Dearborn Street) September 25 and 26, 1997, during the hours of 9:00 A.M. to 6:00 P.M. each day.

Continental Chamber Of Commerce Africa Fest.

Ordered, That the Director of the Department of Revenue waive the Itinerant Merchant License fees for the participants in the Continental Africa Chamber of Commerce Africa Fest which was conducted in the Harris Bank parking lot located at 901 East 47th Street for the period of August 9 and 10, 1997, during the hours of 11:00 A.M. and 6:00 P.M. each day.

*Volunteer Of Black Artists Of America/
Arts & Crafts Festival.*

Ordered, That the Director of the Department of Revenue is hereby authorized and directed to waive the Itinerant Merchant License fees in connection with the Volunteer Black Artists of America for their Arts & Crafts Festival at the J. C. Klucynski Federal Building (outdoor plaza), 230 South Dearborn Street, during the hours of 10:00 A.M. to 7:00 P.M., Wednesday and Thursday, September 17 and 18, 1997.

Transportation Permit Fees.

Boy Scouts Of America/Tour De Loop.

Ordered, That the Director of the Department of Transportation is hereby authorized and directed to waive the Transportation Permit fees in connection with the Boy Scouts of America, 12 West Adams Street, Chicago, Illinois 60607-2802 for their event called Tour De Loop, September 27, 1997 beginning at the State of Illinois building and ending at Grant Park.

COMMITTEE ON TRAFFIC CONTROL AND SAFETY.

AMENDMENT OF TITLES 4 AND 9 OF MUNICIPAL
CODE OF CHICAGO BY FURTHER REGULATION
OF OPERATIONS BY VALET PARKING
LICENSEES

The Committee on Traffic Control and Safety submitted the following report:

CHICAGO, October 28, 1997.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, to which was referred (September 10, 1997) a proposed ordinance to amend Titles 4 and 9 of the Municipal Code of Chicago with regards to valet parking, 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) BURTON F. NATARUS,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Frias, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 47.

Nays -- None.

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

The following is said ordinance as passed:

SECTION 1. Sections 4-232-070 and 4-232-080 of the Municipal Code of Chicago are hereby amended by deleting the language in brackets and inserting the language in italics, and Chapter 9-100 of the Municipal Code of Chicago is hereby amended by adding a new Section 9-100-150:

4-232-070 Issuance Conditions.

(a) No valet parking operator license, or renewal thereof, shall be issued unless the applicant agrees to park all cars entrusted to him in legal off-street or legal on-street sites.

(b) No valet parking operator license, or renewal thereof, shall be issued unless the applicant provides proof to the commissioner that he has obtained liability insurance covering all locations at which he operates or seeks to operate in the minimum amounts of \$500,000.00 per occurrence for public liability, \$100,000.00 per occurrence for property damage, and \$100,000.00 per occurrence for garage keepers' legal liability. The insurance policy shall be for a term at least coextensive with the duration of the license and shall not be subject to cancellation except upon 30 days prior notice to the commissioner. Upon termination or lapse of the licensee's insurance coverage, any license issued to him shall automatically expire.

(c) No valet parking operator license, or renewal thereof, shall be issued unless the applicant provides proof to the commissioner that the business establishment for which the valet parking service is to be provided has made available a loading zone at least 25 feet in length immediately adjacent to its premises for the pickup and delivery of the patrons vehicles. Where the loading zone is to be on-street, the business establishment shall have applied to the commissioner of [public works] *transportation* in accordance with title 9 of this code for the designation of a curb loading zone or tow zone, and no license shall be issued for the operation of a valet parking service at that establishment unless and until the designation has been approved and the curb loading zone or [two] *tow* zone signs have been installed.

(d) No valet parking operator license, or renewal thereof, shall be issued unless the applicant provides proof satisfactory to the commissioner that, with respect to each business served, the valet parking operator has available legal off-street parking spaces equal in number to 10 percent of the occupancy content of that business as determined in accordance with title 13 of this code. A space is available if owned or leased by the valet parking operator or if the valet parking operator has a contractual right to place a vehicle in that space.

[(d)] (e) No valet parking operator license, or renewal thereof, shall be issued to any applicant who has been found in violation of any provision of section 4-232-060 or 4-232-080 of this chapter two or more times within the 180-day period prior to the date of the application or three or more times within the 365-day period prior to the date of the application.

4-232-080 [Rules And Regulations] *Operating Procedures.*

(a) Every business establishment for which a valet parking license is issued shall, during the hours of service, display an 18-inch by 24-inch valet parking license sign issued by the department of consumer services. The valet parking license sign is to be attached to the existing loading zone pole during the hours of operation. *The valet parking license sign shall only be displayed and the zone shall only be in effect*

during the hours that valet service is provided. A licensee's improper display of or failure to display the valet parking license sign, or use of such sign to restrict or exclude public parking at unauthorized times or locations, shall subject the operator to the penalties set forth in this article and other applicable provisions of this code. Every licensee providing service must post the name of the operator and rate, if any, onto the valet parking license sign in four inch dark blue lettering. The commissioner of consumer services shall inspect such establishments to determine the name, and rates, if any, are accurately and properly posted, and shall suspend any valet parking operator's license as to any business establishment being served for so long as the licensee fails to post its rates and name as required herein.

(b) No valet parking operator shall park or suffer its agents to park patrons' vehicles upon the public way except under lawful conditions upon such main thoroughfares of the city as are designated as snow routes pursuant to title 9 of this code. In accordance with section 9-100-150 of this code, the fine for any parking or compliance violations incurred by a vehicle while in the custody of a valet parking operator shall be the sole responsibility of the valet parking operator and shall, upon the occurrence of a final determination of liability, constitute a debt due and owing to the city. The valet parking operator's failure to pay any such fine upon notice by the city shall subject the operator to the penalties set forth in this article and other applicable provisions of this code. The commissioner of consumer services is authorized to seek restitution with respect to any fine paid by the patron of the valet parking operator.

(c) Every valet parking operator shall place or cause his agent to place on the dashboard of each patron vehicle a sign or placard of a size no smaller than eight and one-half inches by 11 inches in such a manner so as to be conspicuously visible through the windshield of the patron vehicle. The sign or placard shall contain the following information in red or black letters no less than one inch high: "This Vehicle Parked By (valet parking operator) For Customer Of (business establishment)". In addition, each attendant of valet parking operator shall, while on duty, wear conspicuously placed on his clothing an insignia which identifies the valet parking operator for whom the attendant is working.

(d) All valet parking attendants must, upon taking custody of a patron's vehicle, issue a numbered receipt to each customer containing the name, address and telephone number of the company providing the valet service, a statement that the company has liability insurance as required by

section 4-232-070(b) of the Municipal Code of Chicago, the charge for the valet service, [and] the time and date the valet parking operator took custody of the vehicle, and the license plate number of the vehicle. When a valet parking attendant returns custody of the vehicle to the owner, the attendant must time stamp the receipt with the time and date the valet parking operator surrendered custody of the vehicle, and return it to the patron.

(e) Every valet parking operator or attendant shall carry on his person a valid current driver's license at all times while in control of a patron's vehicle. In addition to the penalties otherwise provided for violation of this section, any person violating this subsection shall be subject to a fine of not less than \$100.00 nor more than \$500.00 for each offense. Any penalty for violation of this subsection shall be assessed against, and shall be the responsibility of, the holder of the valet parking operator license.

(f) No valet parking operator may use one-day residential parking permits in the conduct of that operator's valet parking business.

* * * * *

9-100-150 Owner Of Vehicle Not Liable For Violations When In Custody Of Valet.

(a) In accordance with section 4-232-080(b) of this code, no person who is the owner of a vehicle shall be liable for a violation of any parking or compliance regulation of this chapter involving such vehicle during the period that such vehicle was in the custody of a valet parking service, if upon receipt of a notice of violation sent within 120 days of the violation he shall, within 60 days thereafter, provide to the city traffic compliance administrator the valet parking receipt required by section 4-232-080(d) of this code or a clearly legible copy thereof.

(b) Upon receipt of the valet parking receipt or copy and upon being satisfied that it is genuine and not altered and that the violation took place while the vehicle was in the custody of the valet parking service, as shown by the times indicated on the receipt, the city traffic compliance administrator shall cause a notice of violation to be sent to the valet parking service as provided for in section 9-100-050(d).

SECTION 2. This ordinance shall be in full force and effect from and after its passage and publication.

AMENDMENT OF TITLE 9, CHAPTERS 4 AND 64 OF
MUNICIPAL CODE OF CHICAGO CONCERNING
PARKING METER REGULATIONS.

The Committee on Traffic Control and Safety submitted the following report:

CHICAGO, October 28, 1997.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, to which was referred (October 1, 1997) a proposed ordinance to amend Sections 9-4-010, 9-64-190 and 9-64-200 of the Municipal Code of Chicago with regards to parking meters, begs leave to recommend that Your Honorable Body do *Pass* the proposed ordinance submitted herewith.

This recommendation was concurred in by all members of the committee present, with no dissenting votes.

Respectfully submitted,

(Signed) BURTON F. NATARUS,
Chairman.

On motion of Alderman Natarus, 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, Steele, Beavers, Dixon, Shaw, Buchanan, Frias, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 47.

Nays -- None.

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

The following is said ordinance as passed:

SECTION 1. Sections 9-4-010, 9-64-190 and 9-64-200 of the Municipal Code of Chicago are hereby amended by deleting the language in brackets and inserting the language in italics, as follows:

9-4-010 Definitions.

* * * * *

"Parking meter" means a traffic control device which, upon *being activated by deposit of [a coin] currency of the United States in the amount indicated thereon or otherwise, either: (1) displays a signal showing that parking is allowed from the time of [depositing such coin] such activation until the expiration of the time fixed for parking in the parking meter zone in which it is located, and upon expiration of such time indicates by sign or signal that the lawful parking period has expired, or (2) issues a ticket or other token on which is printed or otherwise indicated the lawful parking period in the parking meter zone in which the parking meter is located, such ticket or other token to be displayed in a publicly visible location on the dashboard or inner windshield of a vehicle parked in the parking meter zone.*

"Parking meter zone" means a certain designated and marked-off section of the public way within the marked boundaries where a vehicle may be temporarily parked and allowed to remain for such period of time as the parking meter attached thereto, *or the ticket or other token issued by the parking meter, may indicate.*

* * * * *

9-64-190 Parking Meter Zones -- Regulations.

(a) It shall be unlawful to park any vehicle in a designated parking meter zone or space without depositing [a] United States [coin] *currency of the denomination indicated on the meter and putting the meter in operation or otherwise legally activating the meter, and, if the meter is of the type that issues a ticket or other token, displaying in the vehicle a ticket or token issued by the meter,* or to park any vehicle in such zone or space

for a period longer than is designated on *or by* the meter for the value of the coin or coins deposited in the meter, *or the value otherwise registered by the meter.*

Upon the expiration of the time thus designated upon *or by* the meter, the operator of the motor vehicle shall then immediately remove such vehicle from the parking meter zone. No operator of any motor vehicle shall permit such vehicle to remain in the parking meter zone for an additional consecutive time period.

These provisions shall not apply during such hours of the day as designated from time to time by order of the city council or on days established as holidays in section 9-4-010.

(b) Any person who violates or fails to comply with the provisions of subsection (a) of this section while parked in a parking meter zone situated within the area bounded by a line as follows: beginning at the easternmost point of Division Street extended to Lake Michigan; then west on Division Street to LaSalle Street; then south on LaSalle Street to Chicago Avenue; then west on Chicago Avenue to Halsted Street; then south on Halsted Street to Roosevelt Road; then east on Roosevelt Road to its easternmost point extended to Lake Michigan, including parking meter zones on both sides of the above-mentioned streets, shall be subject to the penalty imposed in section [9-64-240 (b)] 9-100-020.

9-64-200 Parking Meters -- Installation And Pavement Markings.

(a) The commissioner of transportation shall cause parking meters to be installed in parking meter zones in such numbers, during such hours of operation, at such rates, and at such places as established by the city council and shall have markings painted or placed upon the pavement adjacent to each parking meter, *where such markings are appropriate for the type of parking meter installed*, for the purpose of designating the parking space for which the meter is to be used. The commissioner shall consult with the traffic compliance administrator in determining the number of meters necessary in any zone.

(b) It shall be unlawful to park any vehicle in any designated parking meter space except entirely within the area defined by the markings for that space.

SECTION 2. This ordinance shall be in full force and effect from and after its passage and publication.

AMENDMENT OF TITLE 9, CHAPTER 12, SECTION 070 OF
MUNICIPAL CODE OF CHICAGO BY INCREASE IN
PENALTIES FOR VIOLATION OF ABSOLUTE
STATUTORY SPEED LIMITS.

The Committee on Traffic Control and Safety submitted the following report:

CHICAGO, October 28, 1997.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, to which was referred (October 27, 1997) a proposed ordinance to amend Title 9, Chapter 12, Section 070 of the Municipal Code of Chicago with regards to adding penalties for exceeding absolute statutory speed limits in the city, begs leave to recommend that Your Honorable Body do *Pass* the proposed ordinance submitted herewith.

This recommendation was concurred in by all members of the committee present, with no dissenting votes.

Respectfully submitted,

(Signed) BURTON F. NATARUS,
Chairman.

On motion of Alderman Natarus, 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, Steele, Beavers, Dixon, Shaw, Buchanan, Frias, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schuler, M. Smith, Moore, Stone -- 47.

Nays -- None.

Alderman Natarus 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 Section 9-120-070 of the Municipal Code of Chicago is hereby amended by adding to subparagraph (a) thereunder, specified language in italics, as follows:

9-120-070 Speed Limits.

(a) The provisions of section 11-601 of the Illinois Vehicle Code shall be applicable on all streets within and under the jurisdiction of the city. The absolute statutory urban speed limit shall be 30 miles per hour in streets and 15 miles per hour in alleys. The absolute statutory nonurban speed limit shall be 55 miles per hour. *In addition to any fines or other penalties provided by statute or by this code, any person found operating a vehicle in excess of the limits stated herein shall be subject to a fine of not less than fifty dollars (\$50.00) nor more than one hundred and no/100 dollars (\$100.00) for the first offense, and not less than one hundred and no/100 dollars (\$100.00) nor more than five hundred and no/100 dollars (\$500.00) for the second and each subsequent offense within a given one-year period.*

SECTION 2. This ordinance shall be in full force and effect from and after its date of passage and due publication.

**BOARD OF COMMISSIONERS OF CHICAGO PARK DISTRICT URGED
TO ENACT LEGISLATION SUPPORTING CONSTRUCTION OF
SPECIALLY DESIGNATED PATHWAYS FOR SKATE-
BOARDING AND IN-LINE SKATING.**

The Committee on Traffic Control and Safety submitted the following report:

CHICAGO, October 28, 1997.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, to which was referred (September 10, 1997) a proposed resolution to memorialize the Board of Commissioners of the Chicago Park District to enact legislation supporting

the construction of specially designated pathways for the use of skateboarding and in-line skating, begs leave to recommend that Your Honorable Body do *Adopt* the proposed resolution submitted herewith.

This recommendation was concurred in by all members of the committee present, with no dissenting votes.

Respectfully submitted,

(Signed) BURTON F. NATARUS,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Frias, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 47.

Nays -- None.

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

The following is said resolution as adopted:

WHEREAS, Skateboarding and in-line skating, two increasingly popular forms of recreation as of late, constitute a considerable safety hazard to pedestrians and motorists using the public way in Chicago; and

WHEREAS, There is an urgent need to construct specially designated public pathways solely intended for the use of skateboarders and in-line skaters; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, gathered here this twenty-eighth day of October, 1997, A.D., do hereby memorialize the Board of Commissioners of the Chicago Park District to enact legislation supporting the construction of specially designated pathways for the use of skateboarding and in-line skating; and

Be It Further Resolved, That a copy of this resolution be prepared and presented to the Board of Commissioners of the Chicago Park District.

ESTABLISHMENT AND AMENDMENT OF LOADING
ZONES ON PORTIONS OF SPECIFIED STREETS.

The Committee on Traffic Control and Safety submitted the following report:

CHICAGO, October 28, 1997.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, to which was referred (July 30, 1997) ordinances to establish and amend loading zones on portions of sundry streets, begs leave to recommend that Your Honorable Body do *Pass* the proposed substitute ordinances submitted herewith.

This recommendation was concurred in by all members of the committee present, with no dissenting votes.

Respectfully submitted,

(Signed) BURTON F. NATARUS,
Chairman.

On motion of Alderman Natarus, the said proposed substitute ordinances transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Frias, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 47.

Nays -- None.

Alderman Natarus 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):

Establishment Of Loading Zones.

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 zones for the distances specified, during the hours indicated:

Ward	Location
1	North Milwaukee Avenue (west side) from a point 270 feet north of West Thomas Street, to a point 25 feet north thereof -- loading zone -- 12:00 P.M. to 6:00 P.M. -- Tuesday through Sunday -- tow-away zone (97-0878);
30	North Milwaukee Avenue (west side) from a point 93 feet west of North Pulaski Road, to a point 25 feet west thereof -- 8:00 A.M. to 7:00 P.M. -- Monday through Saturday (97-0925);
33	West Lawrence Avenue (south side) from a point 20 feet east of North Whipple Street, to a point 56 feet east thereof -- 9:00 A.M. to 7:00 P.M. -- Monday through Saturday (97-0929);
33	North Elston Avenue (west side) from a point 170 feet east of North Avers Avenue, to a point 35 feet east thereof -- no parking loading zone -- 7:00 A.M. to 7:00 P.M. -- tow-away zone (97-0928);

Ward

Location

35

West Armitage Avenue (south side) from a point 45 feet east of North California Avenue, to a point 25 feet east thereof -- handicapped loading zone -- 9:00 A.M. to 10:00 P.M. -- Monday through Saturday -- tow-away zone (97-0933);

35

West Logan Boulevard (south side) from a point 75 feet east of North Kedzie Avenue, to a point 20 feet east thereof -- handicapped loading zone -- 10:00 A.M. to 6:00 P.M. -- Monday through Saturday -- tow-away zone (97-0934).

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

Amendment Of Loading Zone.

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

SECTION 1. Repeal ordinance passed November 11, 1993 (Council Journal of Proceedings, page 40314) which reads:

"West Superior Street (south side) from a point 70 feet east of North Orleans Street, to a point 45 feet east thereof -- loading zone/tow-away zone -- 11:30 A.M. to 1:00 A.M. (42nd Ward).

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

ESTABLISHMENT OF VEHICULAR TRAFFIC
MOVEMENT ON PORTION OF
NORTH ST. LOUIS AVENUE.

The Committee on Traffic Control and Safety submitted the following report:

CHICAGO, October 28, 1997.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, to which was referred (July 2, 1997) a proposed ordinance to establish vehicular traffic movement on portion of North St. Louis 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) BURTON F. NATARUS,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Frias, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 47.

Nays -- None.

Alderman Natarus 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 20, 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
35	North St. Louis Avenue, from West Cortland Street to West Armitage Avenue -- northerly (97-0834).

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

ESTABLISHMENT OF PARKING METER AREA ON
PORTION OF NORTH SANDBURG TERRACE.

The Committee on Traffic Control and Safety submitted the following report:

CHICAGO, October 28, 1997.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, to which was referred (October 27, 1997) a proposed ordinance to establish a parking meter area on portion of North Sandburg Terrace, 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) BURTON F. NATARUS,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 50.

Nays -- None.

Alderman Natarus 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 a parking meter area, as follows:

Ward

Location

42

On North Sandburg Terrace, from
West North Avenue to West
Germania Place -- 25 cents for 30
minutes -- 30 minute limit -- daily
-- 8:00 A.M. to 6:00 P.M.

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

ESTABLISHMENT AND AMENDMENT OF PARKING
RESTRICTIONS ON PORTIONS OF
SUNDRY STREETS.

The Committee on Traffic Control and Safety submitted the following report:

CHICAGO, October 28, 1997.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, to which was referred (December 12, 1995, July 10, November 7 and December 11, 1996, January 14, March 19, April 16, May 14, June 4, July 2 and 30 and September 10, 1997) proposed ordinances to establish and amend parking restrictions on portions of sundry streets, begs leave to recommend that Your Honorable Body do *Pass* the proposed substitute ordinances submitted herewith.

This recommendation was concurred in by all members of the committee present, with no dissenting votes.

Respectfully submitted,

(Signed) BURTON F. NATARUS,
Chairman.

On motion of Alderman Natarus, the said proposed substitute ordinances transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Frias, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 47.

Nays -- None.

Alderman Natarus 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):

*Prohibition Of Parking At All Times.
(Except For Handicapped)*

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

SECTION 1. Pursuant to Title 9, Chapter 64, Section 050 of the Municipal Code of Chicago, the operator of a vehicle shall not park such vehicle at any time upon the following public ways as indicated:

Ward	Location
1	At 853 North Wolcott Avenue -- Handicapped Parking Permit 15490;
1	At 851 North Sacramento Boulevard -- Handicapped Parking Permit 15491;
1	At 1447 West Blackhawk Street -- Handicapped Parking Permit 15492;
4	At 4428 South Drexel Boulevard -- Handicapped Parking Permit 15266;
4	At 4847 South Forrestville Avenue -- Handicapped Parking Permit 15498;
4	At 4938 South St. Lawrence Avenue -- Handicapped Parking Permit 15497;

Ward	Location
4	At 4549 South Greenwood Avenue -- Handicapped Parking Permit 15496;
5	At 7808 South Kimbark Avenue -- Handicapped Parking Permit 15362;
5	At 5625 South Maryland Avenue -- Handicapped Parking Permit 15272;
5	At 7651 South Dante Avenue -- Handicapped Parking Permit 15271;
6	At 9525 South Forest Avenue -- Handicapped Parking Permit 15339;
6	At 7351 South Michigan Avenue -- Handicapped Parking Permit 15509;
6	At 8012 South Vernon Avenue -- Handicapped Parking Permit 15507;
6	At 7912 South Rhodes Avenue -- Handicapped Parking Permit 15504;
7	At 8454 South Muskegon Avenue -- Handicapped Parking Permit 14978;
7	At 8219 South Marquette Avenue -- Handicapped Parking Permit 14977;
7	At 2510 East 74th Street -- Handicapped Parking Permit 15396;

Ward	Location
7	At 7831 South Burnham Avenue -- Handicapped Parking Permit 10881;
7	At 8434 South Saginaw Avenue -- Handicapped Parking Permit 15515;
7	At 7759 South Kingston Avenue -- Handicapped Parking Permit 15522;
7	At 8246 South Houston Avenue -- Handicapped Parking Permit 15523;
8	At 7919 South East End Avenue -- Handicapped Parking Permit 15283;
8	At 8522 South Yates Avenue -- Handicapped Parking Permit 15398;
8	At 1053 East 80th Street -- Handicapped Parking Permit 15177;
8	At 8258 South End Avenue -- Handicapped Parking Permit 15397;
9	At 614 East 102nd Place -- Handicapped Parking Permit 15403;
9	At 10210 South Yale Avenue -- Handicapped Parking Permit 15400;
9	At 9942 South Yale Avenue -- Handicapped Parking Permit 15402;

Ward	Location
9	At 10149 South Wentworth Avenue -- Handicapped Parking Permit 15527;
10	At 9629 South Houston Avenue -- Handicapped Parking Permit 15395;
10	At 10137 South Calhoun Avenue -- Handicapped Parking Permit 15405;
10	At 12723 South Marquette Avenue -- Handicapped Parking Permit 15408;
10	At 10947 South Green Bay Avenue -- Handicapped Parking Permit 15190;
10	At 10740 South Avenue F -- Handicapped Parking Permit 15579;
11	At 620 West 43rd Street -- Handicapped Parking Permit 14855;
11	At 3705 South Lowe Avenue -- Handicapped Parking Permit 15286;
11	At 3606 South Honore Street -- Handicapped Parking Permit 15463;
11	At 3304 South Justine Street -- Handicapped Parking Permit 15290;
11	At 926 West 34th Place -- Handicapped Parking Permit 15554;

Ward	Location
11	At 3141 South Throop Street -- Handicapped Parking Permit 15553;
12	At 4605 South Mozart Street -- Handicapped Parking Permit 15294;
13	At 6338 South Laporte Avenue -- Handicapped Parking Permit 15449;
13	At 3840 West 70th Place -- Handicapped Parking Permit 15557;
14	At 3144 West 40th Street -- Handicapped Parking Permit 15443;
14	At 4404 South Karlov Avenue -- Handicapped Parking Permit 15446;
14	At 4040 South Richmond Street -- Handicapped Parking Permit 15444;
14	At 6348 South Richmond Street -- Handicapped Parking Permit 15297;
14	At 5128 South Richmond Street -- Handicapped Parking Permit 15563;
15	At 6340 South Honore Street -- Handicapped Parking Permit 8071;
15	At 7018 South Oakley Avenue -- Handicapped Parking Permit 15231;

Ward	Location
15	At 6723 South Maplewood Avenue -- Handicapped Parking Permit 14493;
15	At 6352 South Honore Street -- Handicapped Parking Permit 13334;
15	At 6935 South California Avenue -- Handicapped Parking Permit 15568;
15	At 6209 South Wolcott Avenue -- Handicapped Parking Permit 15567;
15	At 6314 South Honore Street -- Handicapped Parking Permit 15570;
16	At 5237 South Racine Avenue -- Handicapped Parking Permit 15438;
16	At 5038 South Laflin Street -- Handicapped Parking Permit 14396;
17	At 6910 South Ada Street -- Handicapped Parking Permit 15420;
17	At 8010 South Wentworth Avenue -- Handicapped Parking Permit 15235;
17	At 7135 South Wolcott Avenue -- Handicapped Parking Permit 15499;
17	At 7110 South May Street -- Handicapped Parking Permit 14872;

Ward	Location
17	At 7334 South Marshfield Avenue -- Handicapped Parking Permit 15577;
17	At 7611 South Honore Street -- Handicapped Parking Permit 15500;
18	At 8538 South Morgan Street -- Handicapped Parking Permit 15520;
18	At 8207 South Elizabeth Street -- Handicapped Parking Permit 15521;
18	At 8457 South Ada Street -- Handicapped Parking Permit 15513;
18	At 8354 South Throop Street -- Handicapped Parking Permit 15516;
18	At 8042 South Campbell Avenue -- Handicapped Parking Permit 15503;
20	At 8030 South Laflin Street -- Handicapped Parking Permit 3350;
20	At 9025 South May Street -- Handicapped Parking Permit 15241;
	At 6807 South Calumet Avenue -- Handicapped Parking Permit 15434;

Ward	Location
20	At 6718 South Evans Avenue -- Handicapped Parking Permit 15220;
20	At 6810 South Wabash Avenue -- Handicapped Parking Permit 15530;
20	At 5432 South Indiana Avenue -- Handicapped Parking Permit 15531;
22	At 2737 South Avers Avenue -- Handicapped Parking Permit 15429;
22	At 3641 West 31st Street -- Handicapped Parking Permit 15262;
22	At 2638 South Springfield Avenue -- Handicapped Parking Permit 5271;
23	At 5525 South Rutherford Avenue -- Handicapped Parking Permit 15431;
23	At 5236 South Keating Avenue -- Handicapped Parking Permit 15424;
23	At 3816 West 57th Street -- Handicapped Parking Permit 15544;
23	At 5100 South Long Avenue -- Handicapped Parking Permit 15543;
24	At 1855 South Hamlin Avenue -- Handicapped Parking Permit 15260;

Ward	Location
24	At 4822 West Polk Street -- Handicapped Parking Permit 15427;
25	At 2015 West 23rd Street -- Handicapped Parking Permit 15465;
25	At 2638 West 24th Place -- Handicapped Parking Permit 15407;
25	At 1838 West 21st Place -- Handicapped Parking Permit 15394;
25	At 2228 South Bell Avenue -- Handicapped Parking Permit 15472;
25	At 1831 South Laflin Street -- Handicapped Parking Permit 15479;
25	At 1921 South Morgan Street -- Handicapped Parking Permit 15481;
26	At 2642 North California Avenue -- Handicapped Parking Permit 15387;
27	At 848 North Hudson Avenue -- Handicapped Parking Permit 15476;
27	At 931 North St. Louis Avenue -- Handicapped Parking Permit 13625;
27	At 1055 South Springfield Avenue -- Handicapped Parking Permit 15482;

Ward	Location
28	At 4021 West Adams Street -- Handicapped Parking Permit 12552;
28	At 3021 West Flournoy Street -- Handicapped Parking Permit 685;
29	At 5347 West Adams Street -- Handicapped Parking Permit 15457;
30	At 5217 West Wolfram Street -- Handicapped Parking Permit 15480;
31	At 3553 West Belden Avenue -- Handicapped Parking Permit 14957;
31	At 2852 North Kostner Avenue -- Handicapped Parking Permit 14640;
31	At 4050 West Cortland Street -- Handicapped Parking Permit 15477;
33	At 3652 North Albany Avenue -- Handicapped Parking Permit 14444;
34	At 10209 South Emerald Avenue -- Handicapped Parking Permit 15354;
34	At 12244 South Emerald Avenue -- Handicapped Parking Permit 15358;
34	At 12241 South Emerald Avenue -- Handicapped Parking Permit 15359;

Ward	Location
34	At 10339 South Sangamon Street -- Handicapped Parking Permit 15376;
35	At 2762 North Spaulding Avenue -- Handicapped Parking Permit 15349;
36	At 1748 North Newcastle Avenue -- Handicapped Parking Permit 15375;
36	At 6944 West Wellington Avenue -- Handicapped Parking Permit 15361;
37	At 4845 West Potomac Avenue -- Handicapped Parking Permit 15337;
37	At 1507 North Kolin Avenue -- Handicapped Parking Permit 14711;
37	At 1538 North Leamington Avenue -- Handicapped Parking Permit 15326;
37	At 1260 North Long Avenue -- Handicapped Parking Permit 15335;
37	At 1655 North Leclaire Avenue -- Handicapped Parking Permit 8119;
37	At 714 South Oakley Avenue -- Handicapped Parking Permit 15373;
37	At 5444 West Ohio Street -- Handicapped Parking Permit 15370;

Ward	Location
37	At 1032 North Lavergne Avenue -- Handicapped Parking Permit 15374;
38	At 4134 North Marmora Avenue -- Handicapped Parking Permit 14928;
40	At 6311 North Ravenswood Avenue (east side of the tracks at the fifth door north thereof) Handicapped Parking Permit 15406;
41	At 6621 West Foster Avenue -- Handicapped Parking Permit 15363;
43	At 525 West Eugenie Street -- Handicapped Parking Permit 15321;
48	At 5606 North Kenmore Avenue -- Handicapped Parking Permit 14817;
50	At 6235 North Washtenaw Avenue -- Handicapped Parking Permit 14469;
50	At 2439 West Lunt Avenue -- Handicapped Parking Permit 15415.

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

Removal Of Parking Prohibition At All Times.
(Except for Handicapped)

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

SECTION 1. Removal of Handicapped Parking Permit 10223 located at 7538 South Ellis Avenue (5th Ward).

SECTION 2. Removal of Handicapped Parking Permit 6235 located at 9524 South Forest Avenue (6th Ward).

SECTION 3. Removal of Handicapped Parking Permit 6808 located at 8820 South Calumet Avenue (6th Ward).

SECTION 4. Removal of Handicapped Parking Permit 1936 located at 7837 South Wabash Avenue (6th Ward).

SECTION 5. Removal of Handicapped Parking Permit 6233 located at 7418 South Crandon Avenue (7th Ward).

SECTION 6. Removal of Handicapped Parking Permit 6319 located at 10425 East Eberhart Avenue (9th Ward).

SECTION 7. Removal of Handicapped Parking Permit 3825 located at 10649 South Avenue C (10th Ward).

SECTION 8. Removal of Handicapped Parking Permit 9787 located at 10817 South Avenue H (10th Ward).

SECTION 9. Removal of Handicapped Parking Permit 9906 located at 13348 South Carondelet Avenue (10th Ward).

SECTION 10. Removal of Handicapped Parking Permit 9902 located at 10722 South Avenue E (10th Ward).

SECTION 11. Removal of Handicapped Parking Permit 9023 located at 3140 South Union Avenue (11th Ward).

SECTION 12. Removal of Handicapped Parking Permit 14107 located at 2704 South Union Avenue (11th Ward).

SECTION 13. Removal of Handicapped Parking Permit 5460 located at 2709 West 23rd Place (12th Ward).

SECTION 14. Removal of Handicapped Parking Permit 7047 located at 6152 South Monitor Avenue (13th Ward).

SECTION 15. Removal of Handicapped Parking Permit 1426 located at 5336 South Mozart Street (14th Ward).

SECTION 16. Removal of Handicapped Parking Permit 12411 located at 6331 South Francisco Avenue (14th Ward).

SECTION 17. Removal of Handicapped Parking Permit 9807 located at 6537 South Whipple Street (14th Ward).

SECTION 18. Removal of Handicapped Parking Permit 69 located at 4519 South Spaulding Avenue (14th Ward).

SECTION 19. Removal of Handicapped Parking Permit 9474 located at 5828 South Albany Avenue (14th Ward).

SECTION 20. Removal of Handicapped Parking Permit 13587 located at 7349 South Rockwell Street (15th Ward).

SECTION 21. Removal of Handicapped Parking Permit 4317 located at 6142 South Bishop Street (16th Ward).

SECTION 22. Removal of Handicapped Parking Permit 15653 located at 1429 West 73rd Place (17th Ward).

SECTION 23. Removal of Handicapped Parking Permit 11205 located at 6624 South Sangamon Street (17th Ward).

SECTION 24. Removal of Handicapped Parking Permit 8686 located at 3808 West 86th Street (18th Ward).

SECTION 25. Removal of Handicapped Parking Permit 12759 located at 7943 South Justine Street (18th Ward).

SECTION 26. Removal of Handicapped Parking Permit 14146 located at 8047 South Hermitage Avenue (18th Ward).

SECTION 27. Removal of Handicapped Parking Permit 12130 located at 9243 South Elizabeth Street (21st Ward).

SECTION 28. Removal of Handicapped Parking Permit 9574 located at 9057 South Loomis Street (21st Ward).

SECTION 29. Removal of Handicapped Parking Permit 13477 located at 1118 West 111th Place (21st Ward).

SECTION 30. Removal of Handicapped Parking Permit 5974 located at 366 West 94th Place (21st Ward):

SECTION 31. Removal of Handicapped Parking Permit 1555 located at 3406 West Lexington Street (24th Ward).

SECTION 32. Removal of Handicapped Parking Permit 319 located at 1827 South Avers Avenue (24th Ward).

SECTION 33. Removal of Handicapped Parking Permit 6077 located at 1844 North Talman Avenue (26th Ward).

SECTION 34. Removal of Handicapped Parking Permit 9846 located at 522 North Avers Avenue. (28th Ward).

SECTION 35. Removal of Handicapped Parking Permit 10365 located at 2816 North Luna Avenue (30th Ward).

SECTION 36. Removal of Handicapped Parking Permit 9610 located at 4149 West Byron Street (30th Ward).

SECTION 37. Removal of Handicapped Parking Permit 12339 located at 4110 West Oakdale Avenue (30th Ward).

SECTION 38. Removal of Handicapped Parking Permit 10706 located at 4110 West Oakdale Avenue (30th Ward).

SECTION 39. Removal of Handicapped Parking Permit 13514 located at 2824 North Kildare Avenue (31st Ward).

SECTION 40. Removal of Handicapped Parking Permit 9733 located at 2336 North Hamlin Avenue (31st Ward).

SECTION 41. Removal of Handicapped Parking Permit 11268 located at 2340 North Hamlin Avenue (31st Ward).

SECTION 42. Removal of Handicapped Parking Permit 12847 located at 4838 West Drummond Place (31st Ward).

SECTION 43. Removal of Handicapped Parking Permit 6949 located at 4830 West Belden Avenue (31st Ward).

SECTION 44. Removal of Handicapped Parking Permit 13518 located at 4429 West Deming Place (31st Ward).

SECTION 45. Removal of Handicapped Parking Permit 960 located at 3043 North Southport Avenue (32nd Ward).

SECTION 46. Removal of Handicapped Parking Permit 3680 located at 11544 South Parnell Avenue (34th Ward).

SECTION 47. Removal of Handicapped Parking Permit 2065 located at 2958 North Whipple Street (35th Ward).

SECTION 48. Removal of Handicapped Parking Permit 14542 located at 2751 West Francis Place (35th Ward).

SECTION 49. Removal of Handicapped Parking Permit 13276 located at 4835 West Cornelia Avenue (38th Ward).

SECTION 50. Removal of Handicapped Parking Permit 8411 located at 5607 North Drake Avenue (39th Ward).

SECTION 51. Removal of Handicapped Parking Permit 14818 located at 4918 North Rockwell Street (40th Ward).

SECTION 52. Removal of Handicapped Parking Permit 5200 located at 2637 North Wilton Avenue (43rd Ward).

SECTION 53. Removal of Handicapped Parking Permit 10428 located at 2339 North Geneva Terrace (43rd Ward).

SECTION 54. Removal of Handicapped Parking Permit 732 located at 2417 North Burling Street (43rd Ward).

SECTION 55. Removal of Handicapped Parking Permit 4182 located at 2633 West Greenleaf Avenue (50th Ward).

SECTION 56. Removal of Handicapped Parking Permit 10432 located at 6107 North Francisco Avenue (50th Ward).

SECTION 57. Removal of Handicapped Parking Permit 4182 located at 2631 West Greenleaf Avenue (50th Ward).

SECTION 58. Removal of Handicapped Parking Permit 12038 located at 2708 West Fitch Avenue (50th Ward).

SECTION 59. Removal of Handicapped Parking Permit 10740 located at 6458 -- 6460 North Claremont Avenue (50th Ward).

SECTION 60. Removal of Handicapped Parking Permit 13903 located at 2941 West Jarvis Avenue (50th Ward).

SECTION 61. This ordinance shall take effect and be in force hereinafter its passage and publication.

Limitation Of Parking During Specified Hours.

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

SECTION 1. Pursuant to Title 9, Chapter 64, Section 080 of the Municipal Code of Chicago, the operator of a vehicle shall not park such vehicle upon the following public ways in the areas indicated, during the hours specified:

Ward	Location
1	North Washtenaw Avenue (east side) from a point 20 feet north of West Hirsch Street, to a point 110 feet north thereof -- one hour parking -- 7:00 A.M. to 1:00 P.M. -- Sundays (97-0883);
27	West Lake Street (south side) from a point 50 feet east of North May Street, to a point 30 feet east thereof -- one hour parking -- 9:00 A.M. to 5:00 P.M. -- Monday through Saturday (97-0911);
27	West Randolph Street (service drive) (south side) from a point 50 feet west of North Willard Court, to a point 30 feet west thereof -- one hour parking -- 8:00 A.M. to 4:00 P.M. -- Monday through Saturday.

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

Designation Of Residential Permit Parking Zones.

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

SECTION 1. Pursuant to Title 9, Chapter 64, Section 090 of the Municipal Code of Chicago, portions of the below named streets are hereby designated as residential permit parking zones, for the following locations:

Ward	Location
12	South Christiana Avenue (both sides) from West 30th Street and cul-de-sac, to a point 136 feet north of the railroad tracks -- at all times -- everyday (Zone 485);
15	South Bell Avenue (both sides) from West 70th Street to West 71st Street -- at all times -- everyday (Zone 438);
16	South Fairfield Avenue (both sides) from West 57th Street to West 58th Street -- at all times -- Sunday through Saturday (Zone 477);
21	South Morgan Street (east side) from West 94th Street to West 95th Street -- at all times -- everyday (Zone 481);
23	South Nagle Avenue (both sides) from a point 297 feet north of West 63rd Street to West 62nd Street -- at all times -- everyday (Zone 478);
24	West Lexington Street (both sides) from South Homan Avenue to South St. Louis Avenue -- at all times -- everyday (Zone 482);
24	West Van Buren Street (both sides) from South Kilbourn Avenue to South Kolmar Avenue -- at all times -- everyday (Zone 483);
24	South Avers Avenue (both sides) from West 19th Street, to the first alley north of West Ogden Avenue -- at all times -- everyday (Zone 484).

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

Removal Of Residential Permit Parking Zones.

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

SECTION 1. Removal of Residential Permit Parking Zone 136 on South Troy Street (both sides) from West 25th Street to a point 26 feet north of West 26th Street (12th Ward).

SECTION 2. Removal of Residential Permit Parking Zone 214 on South Aberdeen Street (both sides) from West 77th Street to West 78th Street (17th Ward).

SECTION 3. Removal of Residential Permit Parking Zone 11 on West 57th Street (north side) from South Nordica Avenue to the first alley east thereof (23rd Ward).

SECTION 4. This ordinance shall take effect and be in force hereinafter its passage and publication.

Designation Of Service Drives/Diagonal Parking.

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

SECTION 1. Pursuant to Title 9, Chapter 64, Section 030 of the Municipal Code of Chicago, portions of the below named streets are hereby designated as service drives/diagonal parking for the following locations:

Ward	Location
26	2950 West Wabansia Avenue to the first alley east thereof -- diagonal parking (97-0904);

Ward

Location

42

North Sandburg Terrace, from
West North Avenue to West
Germania Place -- service
drive/diagonal parking.

SECTION 2. This ordinance shall take effect and be in force hereinafter
its passage and publication.

ESTABLISHMENT OF SPEED LIMITATIONS ON
PORTIONS OF SPECIFIED STREETS.

The Committee on Traffic Control and Safety submitted the following
report:

CHICAGO, October 28, 1997.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, to which was referred
(September 10, 1997) proposed orders to establish speed limitations, 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) BURTON F. NATARUS,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Frias, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schuller, M. Smith, Moore, Stone -- 47.

Nays -- None.

Alderman Natarus 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 070 of the Municipal Code of Chicago, it shall be unlawful for the operator of any vehicle to operate such vehicle at a greater speed than is indicated upon the streets or other public ways designated within the limits specified:

Ward	Location
42	East Bellevue Place, from North Rush Street to North Lake Shore Drive -- 25 miles per hour;
42	East Chestnut Street, from North Mies Van Der Rohe Way to North Michigan Avenue -- 25 miles per hour.

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

ESTABLISHMENT OF TRAFFIC LANE TOW-AWAY ZONES
ON PORTIONS OF SPECIFIED STREETS.

The Committee on Traffic Control and Safety submitted the following report:

CHICAGO, October 28, 1997.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, to which was referred (July 30, 1997) proposed ordinances to establish 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) BURTON F. NATARUS,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Frias, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 47.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Pursuant to Title 9, Chapter 64 of the Municipal Code of Chicago, the following locations are hereby designated as traffic lane tow-away zones, between the limits and during the times specified, standing or parking of any vehicle shall be considered a definite hazard to the normal movement of traffic:

Ward	Location
42	166 East Superior Street -- fifteen minute standing zone -- unattended vehicles must have lights flashing -- tow-away zone after fifteen minutes -- at all times -- no exceptions;
50	North Ridge Avenue (west side) from a point 220 feet south of West Fargo Avenue, to a point 66 feet south thereof and (west side) from a point 48 feet north of West Fargo Avenue, to a point 73 feet north thereof -- tow-away zone (97-0967).

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

AUTHORIZATION FOR ERECTION OF TRAFFIC WARNING
SIGNS ON PORTIONS OF SUNDRY STREETS.

The Committee on Traffic Control and Safety submitted the following report:

CHICAGO, October 28, 1997.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, to which was referred (July 2 and 30, 1997) proposed orders to erect traffic warning signs, begs

leave to recommend that Your Honorable Body do *Pass* the proposed substitute ordinance and order submitted herewith.

This recommendation was concurred in by all members of the committee present, with no dissenting votes.

Respectfully submitted,

(Signed) BURTON F. NATARUS,
Chairman.

On motion of Alderman Natarus, the said proposed substitute ordinance and order transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Frias, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schuler, M. Smith, Moore, Stone -- 47.

Nays -- None.

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

Said ordinance and order, as passed, read as follows (the italic heading in each case not being a part of the ordinance or order):

Erection Of Traffic Warning Signs.

Ordered, That the Commissioner of Transportation is hereby authorized and directed to erect traffic warning signs on the following streets, of the types specified:

Ward

Type Of Sign And Location

3

"Stop" sign, stopping West 46th Place for South St. Lawrence Avenue (97-0976);

Ward	Location
6	"Three-Way Stop" signs, at the intersection of East 71st Street and South Michigan Avenue (97-0978);
20	"No Left Turn" sign (for southbound traffic) in first north/south alley west of South Dr. Martin Luther King, Jr. Drive at East 63rd Street (97-0796);
35	"All-Way Stop" signs, at West Cortland Street and North Sawyer Avenue (97-1008).

Erection Of "No Dog Walking" Sign.

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 a "No Dog Walking" sign (with penalty provision) at the below listed location:

Ward	Location
7	8957 South Anthony Avenue.

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

AMENDMENT OF WEIGHT LIMITATION ON PORTION
OF SOUTH KOSTNER AVENUE.

The Committee on Traffic Control and Safety submitted the following report:

CHICAGO, October 28, 1997.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, to which was referred (September 10, 1997) proposed ordinances to amend the allowable weight limit for trucks and commercial vehicles on portions of designated 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) BURTON F. NATARUS,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Frias, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schalter, M. Smith, Moore, Stone -- 47.

Nays -- None.

Alderman Natarus 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. Amend weight limit of five tons on South Kostner Avenue, from West Cermak Road to West Fifth Avenue, by adding the following wording:

"except local deliveries" (24th Ward) (97-1062).

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)

The Committee on Traffic Control and 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 Natarus 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 Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Frias, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 47.

Alderman Natarus 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, October 28, 1997.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, begs leave to recommend that Your Honorable Body *Do Not Pass* sundry proposed ordinances and orders submitted herewith, which were referred to your committee (April 16, July 31, October 2, 30, November 7, 13, 1996, May 14, June 4, July 2, 30, and September 10, 1997) concerning traffic regulations and traffic signs et cetera as follows:

Parking Prohibited At All Times:

Ward	Location
27	1039 West Monroe Street. No City Council action necessary for driveway prohibition signs. Signs will be installed upon verification of driveway permit and upon receipt of necessary fees from applicant (97-0910);
27	1031 West Monroe Street. No City Council action necessary for driveway prohibition signs. Signs will be installed upon verification of driveway permit and upon receipt of necessary fees from applicant (97-0909);
30	East/west alleys north/south of West Addison Street in the 4700 block. No City Council action necessary. Requested signs will be posted under City Traffic Code 9-64-100(c) (97-0923).

Parking Prohibited At All Times -- Handicapped:

Ward	Location
1	656 North Ashland Avenue. Fails to meet building zone requirement B4-2;
1	1351 North Ashland Avenue. Fails to meet building zone requirement B5-2;
5	7808 South Kimbark Avenue. Duplicate ordinance. Proposal passed with Permit Number 15362 on July 30, 1997;
6	7159 South Prairie Avenue. Insufficient fire hydrant clearance;
6	342 East 90th Street. Insufficient fire hydrant clearance;
6	153 East 76th Street (approximation). Duplicate ordinance. Proposal passed with Permit Number 15385 on July 30, 1997;
6	7414 South Prairie Avenue. Duplicate ordinance. Proposal passed with Permit Number 15391 on July 30, 1997;
7	2501 East 72nd Street. Canceled;
7	8121 South Houston Avenue. Duplicate ordinance. Proposal passed with Permit Number 15393 on July 30, 1997;
7	8548 South Marquette Avenue. Failed to meet fee requirement;

Ward	Location
7	7734 South Phillips Avenue (install at 7736). Fails to meet fee requirement;
8	9042 South Euclid Avenue. Fails to meet fee requirement;
9	12008 South Michigan Avenue. Fails to meet fee requirement;
10	2410 East 100th Street. Fails to meet fee requirement;
11	3408 South Lowe Avenue. Duplicate ordinance. Proposal passed with Permit Number 10439 on November 16, 1994;
11	481 West 28th Place. Fails to meet fee requirement;
11	3114 South Racine Avenue. Insufficient alleyway clearance;
11	3251 South Paulina Street. Duplicate ordinance. Proposal passed with Permit Number 15450 on July 30, 1997;
11	3845 South Parnell Avenue. Insufficient alleyway clearance;
12	2827 West 23rd Street. Phone disconnected;
12	2513 South Sawyer Avenue. Fails to meet fee requirement;
13	7747 South Homan Avenue. Applicant changed mind;
13	7738 South Homan Avenue. Fails to meet fee requirement;

Ward	Location
14	3252 West 66th Street. Fails to meet fee requirement;
14	5546 South Troy Street. Phone disconnected;
17	6639 South Laflin Street Telephone temporarily disconnected;
17	7716 South Green Street. No telephone ;
17	1401 West 72nd Place. Insufficient corner clearance;
18	7931 South Marshfield Avenue. No telephone;
18	7550 South Winchester Avenue. No telephone;
18	3621 West 82nd Street. Applicant deceased;
18	8353 South Wood Street. Fails to meet fee requirement;
19	10752 South Church Street. Fails to meet fee requirement;
20	6655 South Michigan Avenue. Duplicate ordinance. Proposal passed with Permit Number 15214 on June 4, 1997;
21	1210 West 90th Street. Telephone disconnected;
22	2428 South Spaulding Avenue. Applicant changed mind;

Ward	Location
22	2337 South Homan Avenue. Telephone disconnected;
22	4019 West Cermak Road. Fails to meet building zone requirement R4/C1-2;
23	4846 South Karlov Avenue. Fails to meet fee requirement;
24	4442 West Van Buren Street. Applicant changed mind;
24	4452 West Grenshaw Street. Applicant changed mind;
24	1937 South Drake Avenue. Fails to meet building zone requirement;
24	1625 South Homan Avenue. Fails to meet fee requirement;
25	822 South Leavitt Street. Fails to meet building zone requirement RPD Number 30;
25	1733 West 21st Place. Fails to meet fee requirement;
25	2434 South Oakley Avenue. Applicant changed mind;
26	2210 North Talman Avenue. Fails to meet building zone requirement C1-1;
27	848 North Hudson Avenue. Duplicate ordinance. Proposal passed with Permit Number 15476 on July 2, 1997;
27	2910 West Walnut Street. Fails to meet fee requirement;

Ward	Location
27	638 North Ridgeway Avenue. Insufficient fund;
29	148 North Menard Avenue. Fails to meet feet requirement;
29	5531 West Van Buren Street, Fails to meet fee requirement;
30	5129 West Deming Place. Phone disconnected;
30	5208 West Fletcher Street. Fails to meet building zone requirement B4-2;
32	1710 West Wabansia Avenue. Insufficient alleyway clearance;
32	2032 North Holly Avenue. Fails to meet building zone requirement M3-3;
34	12441 South Eggleston Avenue. Phone disconnected;
35	2441 North Avers Avenue. Applicant deceased;
35	2837 North Whipple Street. Duplicate ordinance. Proposal passed with Permit Number 15351 on July 30, 1997;
36	2639 North Moody Avenue. Fails to meet fee requirement;
37	1201 North Pine Avenue. Fails to meet fee requirement;
37	5401 West Potomac Avenue (installed alongside of 1260 North Long Avenue). Fails to meet fee requirement;

Ward	Location
38	6300 West Patterson Avenue (along on North Mobile Avenue). Fails to meet fee requirement;
38	5901 West Addison Street (alongside on North Marmora Avenue);
38	6251 West Berenice Avenue. Fails to meet fee requirement;
40	6144 North Hoyne Avenue. Not recommended;
40	1757 West Arthur Avenue. Fails to meet fee requirement;
44	3050 North Clifton Avenue. Fails to meet fee requirement;
44	3310 North Kenmore Avenue. Fails to meet fee requirement;
45	5604 West Pensacola Avenue. Fails to meet building zone requirement;
49	1645 West Jarvis Avenue. Fails to meet fee requirement.

Parking Prohibited During Specified Hours:

Ward	Location
27	West Scott Street (alongside of 1240 North Sedgwick Street) 6:00 A.M. to 4:30 P.M. -- Monday through Friday. Request withdrawn by requester (97-0654).

Parking Limited During Specified Hours:

Ward	Location
27	1393 West Lake Street -- two hours, 8:00 A.M. to 4:00 P.M. -- Sunday through Saturday. Request withdrawn by requester (97-0919).

Loading Zone:

Ward	Location
1	1520 North Milwaukee Avenue -- 10:00 A.M. to 8:00 P.M. -- Monday through Friday. This location falls within a bus stop (97-0877);
1	1520 North Milwaukee Avenue -- 8:00 P.M. to 4:00 A.M. -- Sunday through Monday. This location falls within a bus stop (97-0879);
27	1003 -- 1005 North Pulaski Road -- 3:00 P.M. to 6:00 P.M. -- Monday through Friday. Request withdrawn by requester (97-0915);
27	3758 West Chicago Avenue -- 10:00 A.M. to 6:00 P.M. -- Monday through Saturday -- handicapped loading zone. This location falls within a bus stop (97-0802);
27	803 through 807 West Fulton Market (south side) 6:00 A.M. to 2:00 P.M. -- Monday through Friday. Request withdrawn (97-813);

Ward	Location
27	820 West Randolph Street -- at all times. Request withdrawn (97-0905);
27	562 West Washington Boulevard -- 6:00 A.M. to 7:00 P.M. -- Monday through Friday. It is against Bureau policy to post loading zone signs in alleys. Alleys are intended to allow service vehicles to load and unload. Signs are not required (97-0916);
27	118 North Aberdeen Street -- 8:00 A.M. to 6:00 P.M. -- Monday through Friday. Duplicate proposal. Previously recommended on proposal dated July 2, 1997.

Traffic Lane Tow-Away Zone:

Ward	Location
3	400 -- 412 East Bowen Avenue -- at all times. No City Council action necessary for driveway prohibition signs. Signs will be installed upon receipt of necessary fees from applicant (97-0893).

Amend Parking Prohibited At All Times -- Handicapped:

Ward	Location
8	Amend ordinance by striking: "817 East 88th Place". No application on file;

Ward	Location
11	Amend ordinance by striking: "3027 South Parnell Avenue". No application on file;
11	3238 South Princeton Avenue. No application on file;
17	Relocate to 8025 South Emerald Avenue (from 9952 South Princeton Avenue). Duplicate ordinance. Proposal passed with Permit Number 1573 on June 4, 1997;
45	Relocate to 5353 West Sunnyside Avenue (from 1429 North Avers Avenue) Handicapped Permit Number 4489. No application on file.

These *Do Not Pass* recommendations were concurred in by the members of the committee present.

Respectfully submitted,

(Signed) BURTON F. NATARUS,
Chairman.

COMMITTEE ON ZONING.

AMENDMENT OF CHICAGO ZONING ORDINANCE BY
RECLASSIFICATOIN OF AREA SHOWN ON
MAP NUMBER 7-F.
(APPLICATION NUMBER A-3582)

The Committee on Zoning submitted the following report:

CHICAGO, October 28, 1997.

To the President and Members of the City Council:

Reporting for your Committee on Zoning, for which a meeting was held on February 20, 1997, I beg leave to recommend that Your Honorable Body *Pass* a proposed ordinance transmitted herewith to amend the Chicago Zoning Ordinance for the purpose of reclassifying the particular area.

This Application Number is referred to as A-3582.

Respectfully submitted,

(Signed) WILLIAM J. P. BANKS,
Chairman.

On motion of Alderman Banks, 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, Steele, Beavers, Dixon, Shaw, Buchanan, Frias, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 47.

Nays -- None.

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

Said ordinance, as passed, reads as follows:

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R5 General Residence District symbols and indications as shown on Map Number 7-F in the area bounded by:

the alley next south of and parallel to West Wrightwood Avenue; North Orchard Street; West Deming Place; a line from a point 102 feet east of North Geneva Terrace and the southerly right-of-way line of West Deming Place to a point 110 feet east of North Geneva Terrace and the right-of-way line of the alley next north of and parallel to West Arlington Place; the alley next north of and parallel to West Arlington Place; a line 180 feet east of North Geneva Terrace; West Arlington Place; a line 361 feet east of North Geneva Terrace; the alley next north of and parallel to West Fullerton Parkway; a line 460 feet east of North Geneva Terrace; West Fullerton Parkway; North Orchard Street; a line 211 feet north of West Fullerton Avenue; and the alley next west of and parallel to North Orchard Street,

to those of an R4 General Residence District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

AMENDMENT OF CHICAGO ZONING ORDINANCE
BY RECLASSIFICATION OF AREAS SHOWN
ON MAP NUMBERS 2-G AND 15-M.

The Committee on Zoning submitted the following report:

CHICAGO, October 28, 1997.

To the President and Members of the City Council:

Reporting for your Committee on Zoning, for which a meeting was held on October 22, 1997, I beg leave to recommend that Your Honorable Body pass various ordinances transmitted herewith to amend the Chicago Zoning Ordinance for the purpose of reclassifying particular areas.

I beg leave to recommend the passage of nine ordinances which were corrected and amended in their corrected form. They are Application Numbers MA-43, 12139, 12192, 12136, 12150, 12141, 12142, TAD-185 and 11853.

Please let the record reflect that I, Alderman William J.P. Banks, abstain from voting on Application Numbers 12192, 12191 and 12181 under the provisions of Rule 14 of the City Council's Rules of Order and Procedure.

At this time, I, along with Alderman Ed Smith, move that this report be deferred and published with the exception of twenty-nine applications for which I request immediate passage because time is of the essence. They are Application Numbers A-3798, A-3803, A-3764, 12165, 12181, 12175, A-3759, A-3802A, 12166, A- 3768, 12191, 12192, 12136, A-3820, 12179, A-3780, 12170, 12171, 12172, 12174, 12150, A-3789, 12142, 12117, 11853, 12178, A-3783, A-3802B and 12169.

Again, I request that the record reflect that I abstain from voting on Application Numbers 12192, 12191 and 12181 under the provisions of Rule 14 of the City Council's Rules of Order and Procedure.

Respectfully submitted,

(Signed) WILLIAM J. P. BANKS,
Chairman.

On motion of Alderman Banks, the said proposed ordinances transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Frias, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Colom, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 46.

Nays -- None.

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

Alderman Banks was excused from voting under the provisions of Rule 14 of the City Council's Rules of Order and Procedure.

Said ordinances, as passed, read as follows (the italic heading in each case not being a part of the ordinance):

Reclassification Of Area Shown On Map Number 2-G.
(Application Number 12191)

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the C2-3 General Commercial District symbols and indications as shown on Map Number 2-G in the area bounded by:

West Madison Street; South Aberdeen Street; West Rundell Place; and a line 144 feet west of South Aberdeen Street,

to those of an R5 General Residence District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

*Reclassification Of Area Shown On Map Number 2-G.
(As Amended)
(Application Number 12192)*

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R5 General Residence District symbols and indications as shown on Map Number 2-G in the area bounded by:

West Rundell Place; a line 276.60 feet east of South Aberdeen Street; West Monroe Street; South Aberdeen Street; a line 80.04 feet north of West Arcade Place; and a line 141.04 feet east of South Aberdeen Street,

to those of a B4-3 Restricted Service District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

*Reclassification Of Area Shown On Map Number 15-M.
(Application Number 12181)*

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R2 Single-Family Residence District symbols and indications as shown on Map Number 15-M in the area bounded by:

North Elston Avenue; North Central Avenue; West Seminole Street; and North Parkside Avenue,

to those of a B5-1 General Service District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

AMENDMENT OF CHICAGO ZONING ORDINANCE BY
RECLASSIFICATION OF PARTICULAR AREAS.

The Committee on Zoning submitted the following report:

CHICAGO, October 28, 1997.

To the President and Members of the City Council:

Reporting for your Committee on Zoning, for which a meeting was held on October 22, 1997, I beg leave to recommend that Your Honorable Body pass various ordinances transmitted herewith to amend the Chicago Zoning Ordinance for the purpose of reclassifying particular areas.

I beg leave to recommend the passage of nine ordinances which were corrected and amended in their corrected form. They are Application Numbers MA-43, 12139, 12192, 12136, 12150, 12141, 12142, TAD-185 and 11853.

Please let the record reflect that I, William J. P. Banks, abstain from voting on Application Numbers 12192, 12191 and 12181 under the provisions of Rule 14 of the City Council's Rules of Order and Procedure.

At this time, I, along with Alderman Ed Smith, move that this report be deferred and published with the exception of twenty-nine applications for which I request immediate passage because time is of the essence. They are Application Numbers A-3798, A-3803, A-3764, 12165, 12181, 12175, A-3759, A-3802A, 12166, A-3768, 12191, 12192, 12136, A-3820, 12179,

A-3780, 12170, 12171, 12172, 12174, 12150, A-3789, 12142, 12117, 11853, 12178, A-3783, A-3802B and 12169.

Again, I request that the record reflect that I abstain from voting on Application Numbers 12192, 12191 and 12181 under the provisions of Rule 14 of the City Council's Rules of Order and Procedure.

Respectfully submitted,

(Signed) WILLIAM J. P. BANKS,
Chairman.

On motion of Alderman Banks, the said proposed ordinances transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Frias, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 47.

Nays -- None.

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

Said ordinances, as passed, read as follows (the italic heading in each case not being a part of the ordinance):

Reclassification Of Area Shown On Map Number 1-G.
(As Amended)
(Application Number 12150)

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R3 General Residence District symbols and indications as shown on Map Number 1-G in the area bounded by:

the alley next north of West Grand Avenue; a line 50.08 feet east of and parallel to North Bishop Street; West Grand Avenue; and North Bishop Street.

to those of an R4 General Residence District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

*Reclassification Of Area Shown On Map Number 1-G.
(Application Number 12174)*

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R3 General Residence District symbols and indications as shown on Map Number 1-G in the area bounded by:

the alley next north of West Huron Street; a line 25 feet east of and parallel to North Bishop Street; West Huron Street; and North Bishop Street,

to those of an R4 General Residence District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

*Reclassification Of Area Shown On Map Number 3-J.
(Application Number A-3768)*

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B4-1 Restricted Service District symbols and indications as shown on Map Number 3-J in the area bounded by:

the alley next south of and parallel to West Hirsch Street; the alley next northeasterly of and parallel to West Grand Avenue; North Avers Avenue; West Grand Avenue; and North Springfield Avenue,

to those of a B2-1 Restricted Retail District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map Number 5-H.
(Application Number 12166)

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M1-2 Restricted Manufacturing District symbols and indications as shown on Map Number 5-H in the area bounded by:

the alley next north of West Wabansia Avenue; a line 24.2 feet west of North Winchester Avenue; West Wabansia Avenue; and a line 48 feet east of the alley next east of North Damen Avenue,

to those of an R4 General Residence District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map Number 6-F.
(As Amended)
(Application Number 11853)

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M1-2 Restricted Manufacturing District symbols and indications as shown on Map Number 6-F in the area bounded by:

West 25th Place; a line 233 feet east of and parallel to South Stewart Avenue; the public alley next south of and parallel to West 25th Place; and a line 108 feet east of and parallel to South Stewart Avenue,

to those of an R4 General Residence District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

*Reclassification Of Area Shown On Map Number 6-F.
(Application Number 12178)*

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R4 General Residence District symbols and indications as shown on Map Number 6-F in the area bounded by:

the alley next north of and parallel to West 22nd Place; a line 75 feet east of South Princeton Avenue; West 22nd Place; and South Princeton Avenue,

to those of an R5 General Residence District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

*Reclassification Of Area Shown On Map Number 6-J.
(Application Number 12179)*

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R3 General Residence District symbols and indications as shown on Map Number 6-J in the area bounded by:

a line 25.23 feet north of West 30th Street; South Lawndale Avenue; West 30th Street; and the alley next west of and parallel to South Lawndale Avenue,

to those of a B4-1 Restricted Service District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

*Reclassification Of Area Shown On Map Number 6-J.
(Application Number A-3820)*

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B4-2 Restricted Service District symbols and indications as shown on Map Number 6-J in the area bounded by:

a line 120.13 feet south of West 24th Street; the alley next east of and parallel to South Pulaski Road; a line 152.13 feet south of West 24th Street; and South Pulaski Road,

to those of an R4 General Residence District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

*Reclassification Of Area Shown On Map Number 7-H.
(Application Number 12117)*

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M1-2 Restricted Manufacturing District symbols and indications as shown on Map Number 7-H in the area bounded by:

West Belmont Avenue; a line 96.0 feet west of North Paulina Street; the alley next south of West Belmont Avenue; and a line 384.5 feet west of North Paulina Street,

to those of an R5 General Residence District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map Number 7-H.
(As Amended)
(Application Number 12136)

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M2-3 General Manufacturing District symbols and indications as shown on Map Number 7-H in the area bounded by:

West Logan Boulevard; a line 456.77 feet southwest of and parallel to North Elston Avenue; a line 216.05 feet southeast of and parallel to West Logan Boulevard; and a line 598.06 feet southwest of and parallel to North Elston Avenue (includes part of North Jones Street),

to those of a B4-3 Restricted Service District which is hereby established in the area described above.

SECTION 2. That the Chicago Zoning Ordinance be amended by changing all the Business Planned Development Number 526 and B4-3 Restricted Service District symbols and indications as shown on Map Number 7-H in the area bounded by:

West Logan Boulevard; North Elston Avenue; a line 684.91 feet southeast of and parallel to West Logan Boulevard; and a line 598.06 feet southwest of and parallel to North Elston Avenue (includes part of North Jones Street),

to those of Business Planned Development Number 526, as amended, subject to such use and bulk regulations as are set forth in the Plan of Development herewith attached and made a part hereof and to no others.

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

Plan of Development Statements referred to in this ordinance read as follows:

Business Planned Development Number 526, As Amended.

Plan Of Development Statements.

1. The area delineated herein as Business Planned Development Number 526, as amended, (the "Planned Development") consists of approximately four hundred eleven thousand six hundred seventy-one (411,671) net square feet (approximately nine and four-tenths (9.4) acres) of property which is depicted on the attached Planned Development Boundary and Property Line Map (the "Property") and is owned or controlled by the Applicant, Dayton Hudson Corporation.
2. All applicable official reviews, approvals or permits are required to be obtained by the Applicant. Any dedication or vacation of streets, alleys or easements or any adjustment of the right-of-way shall require a separate submittal on behalf of the Applicant and approval by the City Council.
3. The requirements, obligations and conditions contained within this Planned Development shall be binding upon the Applicant, its successors and assigns and, if different than the Applicant, the legal title holder. All rights granted hereunder to the Applicant shall inure to the benefit of the Applicant's successors and assigns and, if different than the Applicant, the legal title holder. Furthermore, pursuant to the requirements of Section 11.11-1 of the Chicago Zoning Ordinance, the Property, at the time applications for amendments, modifications or changes (administrative, legislative or otherwise) to this Planned Development are made, shall be under single ownership or under single designated control. Single designated control for purposes of this paragraph shall mean that any application to the City for any amendment to this Planned Development or any other modification or change thereto (administrative, legislative or otherwise) shall be made or authorized by all the owners of the Property.
4. This Plan of Development consists of twelve (12) statements; a Bulk Regulations and Data Table; an Existing Zoning Map; a Planned Development Boundary and Property Line Map; an Existing Land-Use Map; a Site Plan prepared by S.D.I. Consultants, Ltd., dated September 11, 1997 (the "Site Plan"); a Landscaping Plan prepared by Jacobs-Ryan Associates, dated September 11, 1997 (the "Landscaping Plan"); and Building Elevations prepared by RSP Architects, Ltd., dated September 11, 1997 (the "Elevations"). Full sized copies of the Site Plan, Landscaping Plan and Building Elevations are on file with the Department of Planning and Development. These and no other zoning controls shall apply to the Property. This Planned Development conforms to the intent and purpose of the Chicago Zoning Ordinance, Title 17 of the Municipal

Code of Chicago, and all requirements thereof, and satisfies the established criteria for approval as a planned development.

5. The following uses are permitted in the Planned Development: retail uses, services uses, parking and other uses permitted in the B4-3 General Services District (except crematories, mausoleums, undertaking establishments, funeral parlors and non-accessory feed stores and arcades).
6. The Applicant shall have the right to maintain upon the Property:
 - (a) one (1) pylon business identification sign near the intersection of West Logan Boulevard and North Elston Avenue having a maximum height of fifty (50) feet above finished grade and containing no more than three hundred fifty (350) square feet on each of two (2) faces;
 - (b) one (1) wall sign on the northerly elevation facing West Logan Boulevard having a gross area of no more than five hundred seventy-five (575) square feet;
 - (c) one (1) wall sign on the easterly elevation facing North Elston Avenue having a gross area of no more than two hundred seventy-five (275) square feet; and
 - (d) one (1) wall sign on the westerly elevation having a gross area of no more than two hundred seventy-five (275) square feet.

Other business and business identification signs also shall be permitted within the Planned Development subject to the review and approval of the Department of Planning and Development. Temporary signs such as construction and marketing signs shall be permitted.

7. Off-Street parking and loading facilities shall be provided in compliance with this Planned Development subject to the review of the Department of Transportation and the approval of the Department of Planning and Development. A minimum of two percent (2%) of all parking spaces provided within the Planned Development shall be designated and designed for parking for the handicapped.
8. Any service drive or other ingress or egress shall be adequately designed and paved, in accordance with the regulations of the Department of Transportation in effect at the time of construction and in compliance with the Municipal Code of the City of Chicago, to provide ingress and egress for motor vehicles, including emergency

vehicles. There shall be no parking within such paved areas. Ingress and egress shall be subject to the review and approval of the Departments of Transportation and Planning and Development.

9. In addition to the maximum heights of buildings prescribed in this Planned Development, the height of the improvements and any appurtenances attached thereto also shall be subject to height limitations as approved by the Federal Aviation Administration.
10. The improvements on the Property, including the on-site exterior landscaping and all entrances and exits to and from the parking and loading areas, shall be designed and constructed in general conformance with the Site Plan, the Landscaping Plan, and the Elevations. In addition, the improvements on the Property shall be subject to the following regulations:
 - A) Parkway trees depicted on the Landscaping Plan shall be installed and maintained in accordance with the parkway tree planting provisions of the Chicago Zoning Ordinance.
 - B) i) Prior to the issuance by the Department of Planning and Development of a determination pursuant to Section 11.11-3(b) of the Chicago Zoning Ordinance ("Part II Approval") for any development (other than surface parking, signage, landscaping and related improvements) within the Outlot depicted on the Site Plan, a Site Plan for the proposed development of the Outlot (the "Outlot Development Plan") shall be submitted to the Commissioner of the Department of Planning and Development (the "Commissioner") for approval. Review and approval of the Outlot Development Plan by the Commissioner is intended to assure that specific development proposals for the Outlot conform with this Planned Development and to assist the City in monitoring ongoing development. No Part II Approval for improvements within the Outlot, other than parking, signage, landscaping and related improvements as aforesaid, shall be granted until the Outlot Development Plan has been approved by the Commissioner.

If the Outlot Development, Plan substantially conforms with the provisions of this Planned Development, the Commissioner shall grant Part II Approval of the Outlot Development Plan in writing within thirty (30) days of the submission of a completed application for approval thereof. If the Commissioner determines within said thirty (30) day period that the submitted Outlot Development Plan does not substantially conform with the provisions of this Planned Development, the Commissioner shall advise the

Applicant in writing of the reasons for disapproval thereof no later than fourteen (14) days after the expiration of said thirty (30) day period. In the event the Commissioner disapproves the Outlot Development Plan as aforesaid, the Applicant shall have the right to submit a supplemental or revised Outlot Development Plan for approval. The Commissioner shall thereafter make a final written determination on any such resubmission of the Outlot Development Plan within fourteen (14) days of its filing. The failure of the Commissioner to so advise the Applicant in writing within the time periods herein specified shall be deemed the Commissioner's approval of the Outlot Development Plan entitling the Applicant to Part II Approval with respect thereto.

Following approval of the Outlot Development Plan by the Commissioner as aforesaid, such approved Plan shall be kept on permanent file with the Commissioner and shall be deemed to be an integral part of this Planned Development.

After approval by the Commissioner of the Outlot Development Plan, such approved Plan may be changed or modified pursuant to the provisions of Statement 11.

In the event of any inconsistency between the approved Outlot Development Plan and the terms of this Planned Development in effect at the time of approval of such Plan or of modifications thereof, the terms of the Planned Development shall in all instances control and prevail.

The Outlot Development Plan shall, at a minimum, provide the following information:

- 1) The boundaries of the Outlot;
- 2) A building envelope within which improvements are to be located;
- 3) Location and dimensions of all parking spaces and loading berths;
- 4) All drives and vehicular routes;
- 5) All proposed landscaping, including species and size;
- 6) All pedestrian circulation routes, if any;
- 7) Elevations of the improvements;

- 8) All statistical information applicable to the Outlot and the balance of the Property, including:
- a) Floor area and floor area ratio;
 - b) Number of parking spaces to be provided;
 - c) Uses to be established;
 - d) Building heights;
 - e) All setbacks; and
 - (f) The location, dimension and elevation of the screening for the refuse facilities.

The Outlot Development Plan shall include such other information as may be necessary to illustrate general conformance with the applicable provisions of this Planned Development. An application for approval of the Outlot Development Plan shall be deemed complete if the Applicant submits to the Commissioner an application for approval which contains all the information listed immediately above and the Commissioner does not advise the Applicant in writing within ten (10) working days of the submission thereof that the submitted application is incomplete and of the specific information required to render the application complete.

(ii) The development of the Outlot shall be subject to the following regulations:

- a) The improvements on the Outlot shall be consistent with the regulations contained in the Table of Use and Bulk Regulations and Data incorporated into this Planned Development and shall not cause the Property as a whole to exceed such regulations. The uses permitted within the Outlot shall be the same as the uses permitted within the Property as a whole; provided, however, that the Commissioner shall reasonably approve such other uses for the Outlot upon the Applicant's request.
- b) The building and uses established on the Outlot shall be provided with vehicular and pedestrian access to a public roadway or to one (1) or more internal circulation aisles or pedestrian walks which carry traffic to a public roadway. Parking space layout, private roadway vehicular

circulation, loading access and private pedestrian circulation routes shall be designed and constructed in accordance with the applicable provisions of this Planned Development and shall promote a safe, efficient, appropriate and beneficial design.

- c) Off-street parking shall be provided in accordance with the provisions of this Statement and the Table of Use and Bulk Regulations and Data attached hereto and made a part hereof and shall also be subject to the landscaping standards of this Planned Development and the landscaping provisions of the Chicago Zoning Ordinance; provided, however, that compliance of the Outlot with said off-street parking and landscaping provisions shall be determined with respect to the Property as a whole (including the Outlot) and not with respect to the Outlot taken as a separate parcel.
 - d) Off-street loading shall be provided in accordance with this Statement and with the Table of Use and Bulk Regulations and Data attached hereto and made a part hereof. All required loading shall be located proximate to the building or use served.
 - e) Additional curb cuts, if any, are subject to the approval of the Commissioner and the Department of Transportation.
 - f) The exterior walls of any structure, including walls and fences, facing or visible from a public way shall be designed and constructed to avoid a monotonous and blank appearance through the use of texture and detail, windows, openings, projections, recesses, offsets, variations of the parapet wall, variations in type or color of materials or other architectural devices as deemed appropriate by the Architect for the Outlot development (although this subsection is not applicable to the Target Store on the Property constructed in accordance with the Site Plan and Elevations, the Target Store on the Property for purposes of example and comparison is deemed to satisfy the provisions of this subsection).
11. The requirements of this Planned Development may be modified, administratively, by the Commissioner of the Department of Planning and Development, upon the application for such a modification by the Applicant and a determination by the Commissioner of the Department of Planning and Development that such modification is minor, appropriate and consistent with the

nature of the improvements contemplated by this Planned Development and the purposes underlying the provisions hereof. Any such modification of the requirements of this Planned Development by the Commissioner of the Department of Planning and Development shall be deemed to be a minor change in the Planned Development as contemplated by Section 11.11-3(c) of the Chicago Zoning Ordinance.

12. Unless substantial construction of the new improvements contemplated by this Planned Development (i.e., parking, but not including improvements which may hereafter be constructed on the Outlot) has commenced within ten (10) years following adoption of this Planned Development, and unless completion thereof is diligently pursued, then this Planned Development shall expire; provided, however, that if the City Council amends the Chicago Zoning Ordinance to provide for a shorter expiration period which is applicable to all planned developments, then this Planned Development shall expire upon the expiration of such shorter time period as provided by said amendatory ordinance (the first day of which as applied to this Planned Development shall be the effective date of the amendatory ordinance). If this Planned Development, with respect to any portion of the Property, expires under the provisions of this section, then the zoning of the portions of the Property affected shall automatically revert to (i) Business Planned Development Number 526 as published in the City Council Journal of Proceedings for July 7, 1992 at pages 19211 through 19227 as to those portions of the Property therein described and (ii) a B4-3 Restricted Service District as to the balance of the Property.

[Existing Zoning Map; Planned Development Boundary
and Property Line Map; Existing Land-Use Map;
Site Plan; Landscaping Plan; and Building
Elevation Drawing referred to in these
Plan of Development Statements
printed on pages 54908
through 54913 of
this Journal.]

Bulk Regulation and Data Table referred to in these Plan of Development Statements reads as follows:

*Business Planned Development Number 526, As Amended.**Plan Of Development.**Bulk Regulations And Data Table.*

Gross Site Area = Net Site Area + Area Remaining in Public Right-of-Way:
 $\pm 487,911$ square feet = $\pm 411,671$ square feet + 76,240 square feet.

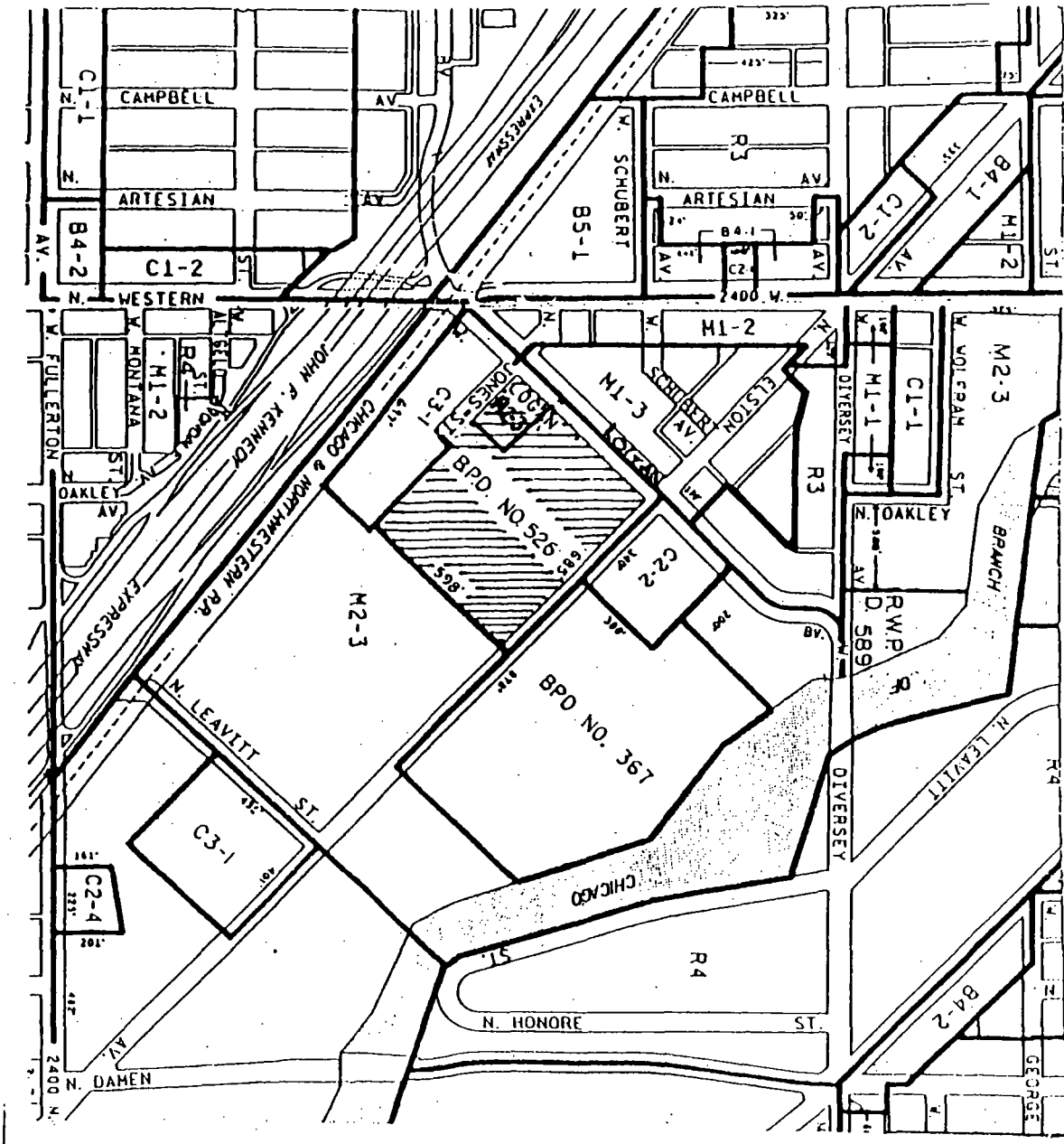
Maximum Permitted Floor Area Ratio:	0.4
Minimum Setbacks From Property Line:	In substantial conformance with the Site Plan and the Plan of Development Statements.
Maximum Percentage of Site Coverage:	In substantial conformance with the Site Plan.
Maximum Permitted Building Height:	40 feet.
Minimum Number of Off-Street Parking:	475 spaces.
Minimum Number of Off-Street Loading Berths:	4 berths (10 feet by 50 feet).

*Reclassification Of Area Shown On Map Number 9-G.
(Application Number 12169)*

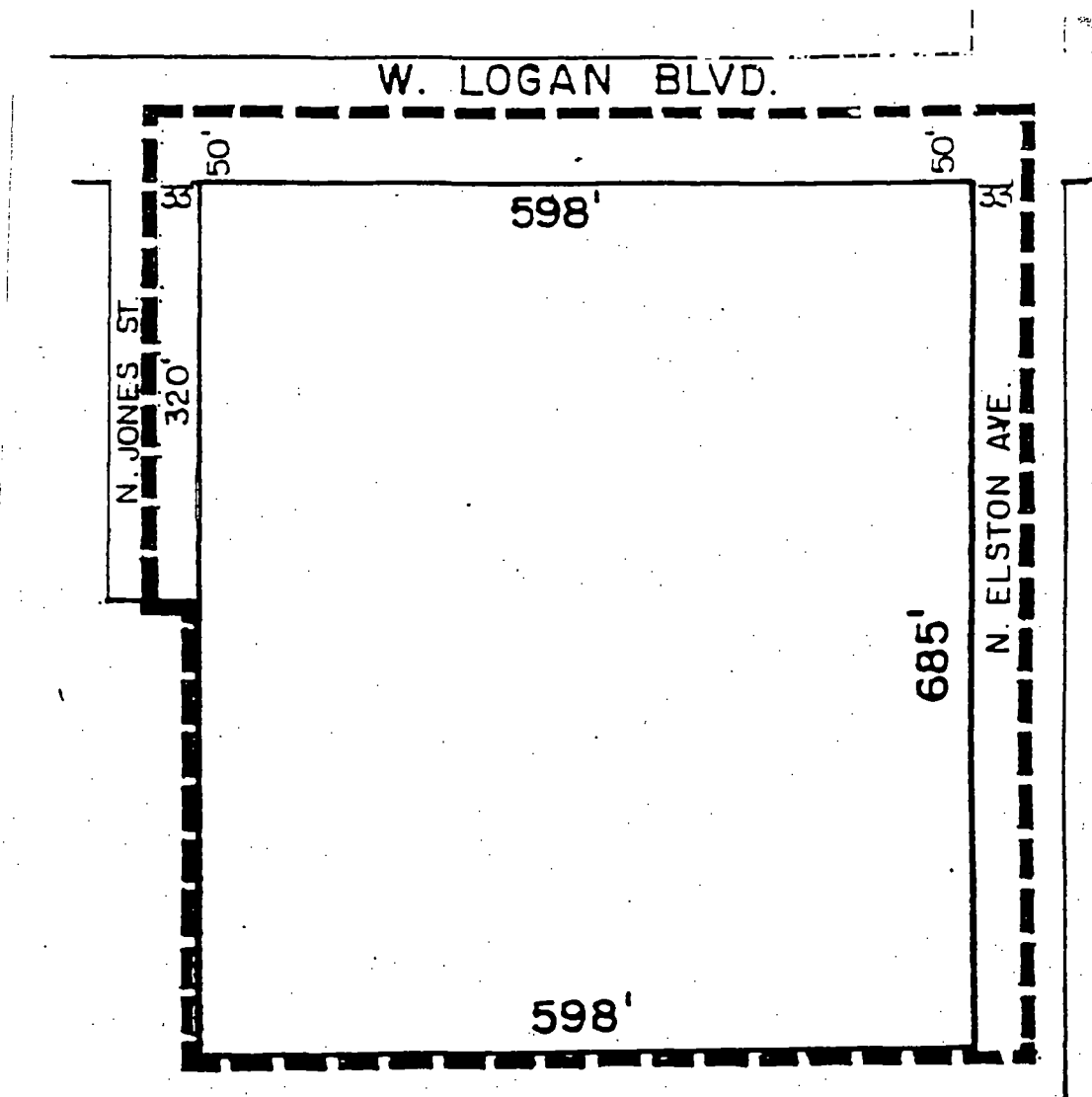
Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B2-2 Restricted Retail District symbols and indications as shown on Map Number 9-G in the area bounded by:

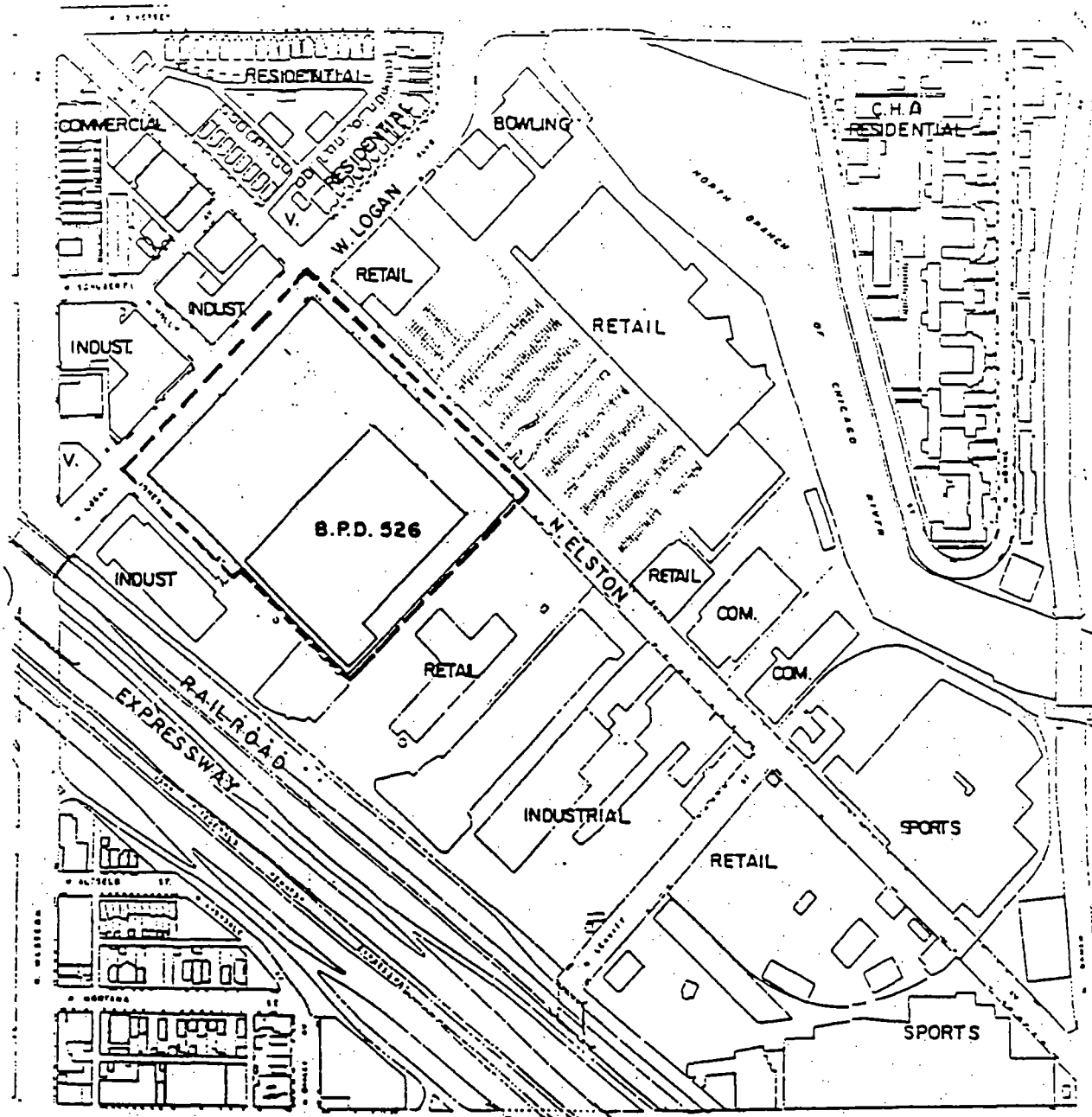
(Continued on page 54914)



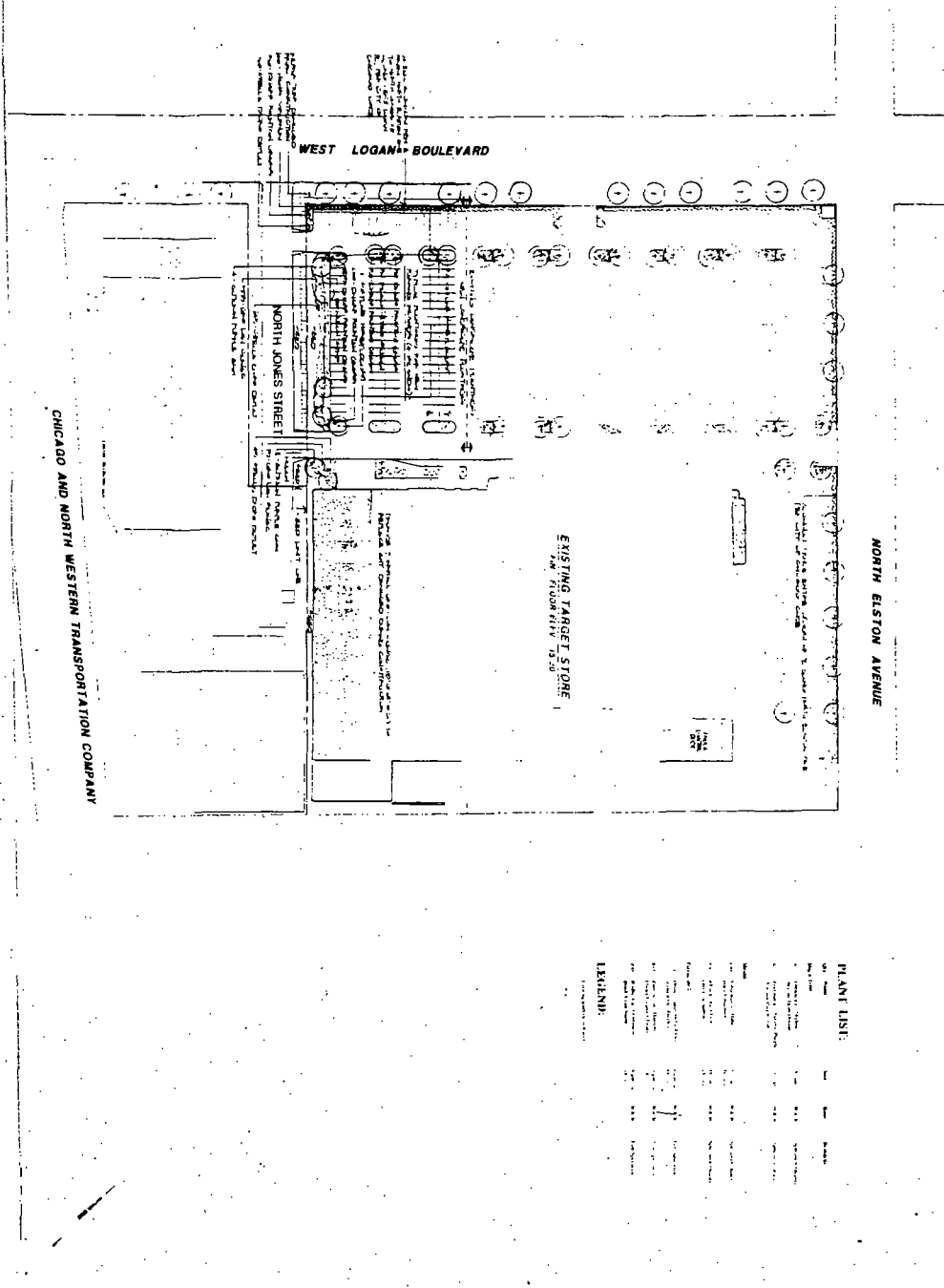
Planned Development Boundary And
Property Line Map.

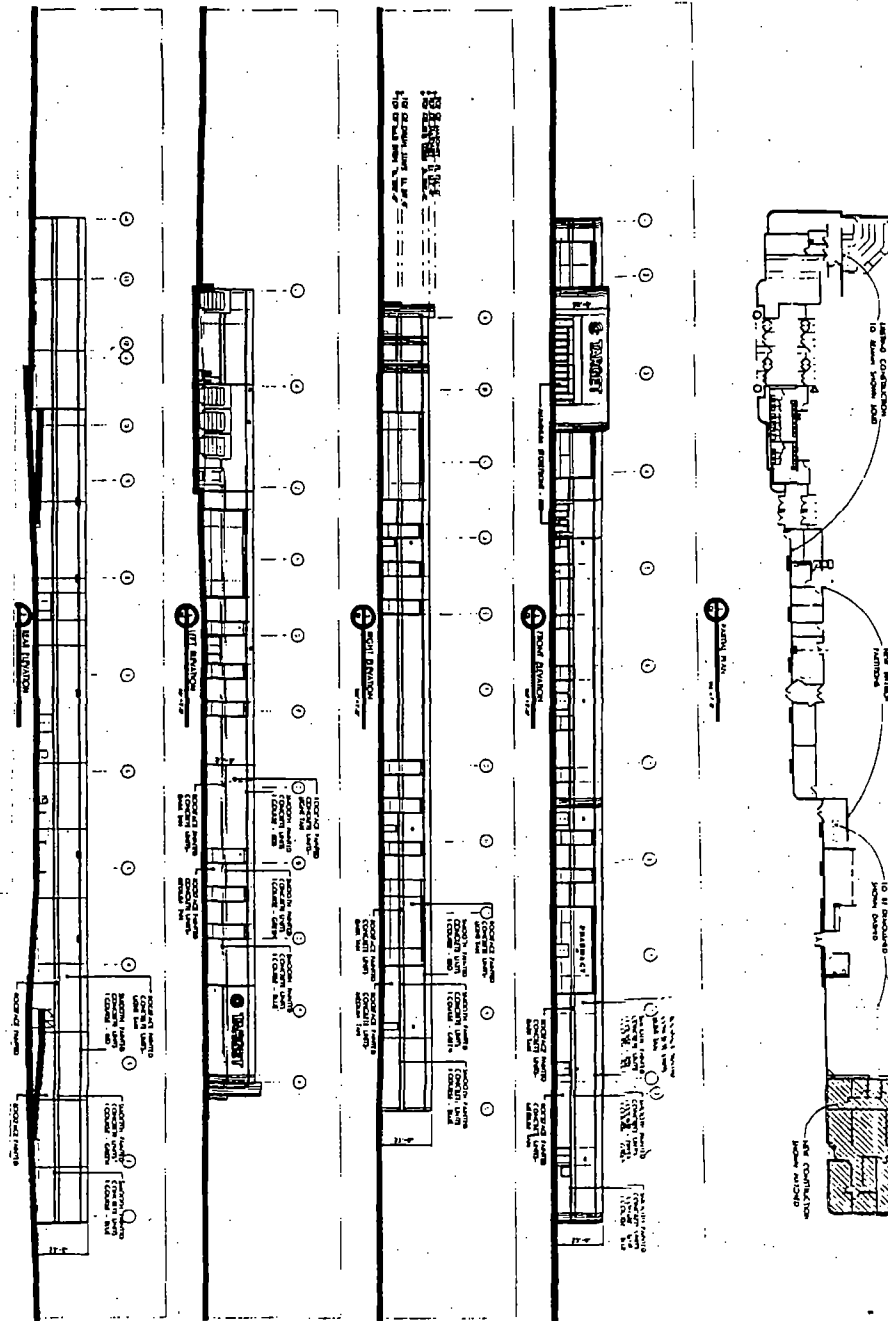


Existing Land-Use Map.



Landscape Plan.





(Continued from page 54907)

North Ashland Avenue; the first public alley east of and parallel to North Ashland Avenue; the first public alley south of and parallel to West Irving Park Road; and a line 274 feet south of and parallel to West Irving Park Road,

to those of a B4-1 Restricted Service District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

*Reclassification Of Area Shown On Map Number 9-P.
(Application Number 12175)*

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R3 General Residence District symbols and indications as shown on Map Number 9-P in the area bounded by:

the alley next north of and parallel to West Addison Street; a line 68.5 feet west of North Pioneer Avenue; West Addison Street; and a line 148.5 feet west of North Pioneer Avenue,

to those of a B2-1 Restricted Retail District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

*Reclassification Of Area Shown On Map Number 11-G.
(As Amended)
(Application Number 12142)*

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R6 General Residence District and the R4 General Residence District symbols and indications as shown on Map Number 11-G in the area bounded by:

Parcel A: West Lakeside Avenue; North Clarendon Avenue; the alley immediately south of and parallel to West Lakeside Avenue; and a line 91 feet west of and parallel to North Clarendon Avenue;

Parcel B: the alley immediately north of and parallel to West Leland Avenue; North Clarendon Avenue; West Leland Avenue; and a line 263.71 feet west of and parallel to North Clarendon Avenue; and

Parcel C: West Leland Avenue; the alley ("east alley") immediately west of and parallel to North Clarendon Avenue; the alley immediately south of and parallel to West Leland Avenue; and a line 50 feet west of and parallel to the east alley,

to those of a Residential/Institutional Planned Development which is hereby established in the area described above subject to such use and bulk regulations as are set forth in the Plan of Development attached hereto and to no others.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Plan of Development Statements referred to this ordinance reads as follows:

Residential/Institutional Planned Development.

Plan Of Development Statements.

1. The area delineated herein as a Residential/Institutional Planned Development (the "Planned Development") consists of approximately fifty thousand ninety-six (50,096) square feet ($\pm$ one and fifteen one-hundredths (1.15) acres) of property which is depicted on the attached Planned Development Boundary and Property Line Map (the "Property") and is owned or controlled by the Applicant, Heritage Care of Chicago, Inc.
2. All applicable official reviews, approvals or permits are required to be obtained by the Applicant or its successors, assignees or grantees. Any dedication or vacation of streets, alleys or easement or any adjustment of right-of-way shall require a separate submittal on

behalf of the Applicant or its successors, assignees or grantees and approval by the City Council.

3. The requirements, obligations and conditions contained within this Planned Development shall be binding upon the Applicant, its successors and assigns and, if different than the Applicant, the legal title holders and any ground lessors. All rights granted hereunder to the Applicant shall inure to the benefit of the Applicant's successors and assigns and, if different than the Applicant, the legal title holder and any ground lessors. Furthermore, pursuant to the requirements of Section 11.11-1 of the Chicago Zoning Ordinance, the Property, at the time applications for amendments, modifications or changes (administrative, legislative or otherwise) to this Planned Development are made, shall be under single ownership or under single designated control. Single designated control for purposes of this paragraph shall mean that any application to the City for any amendment to this Planned Development or any other modification or change thereto (administrative, legislative or otherwise) shall be made or authorized by all the owners of the Property and any ground lessors.
4. This Plan of Development consists of thirteen (13) statements; a Bulk Regulations and Data Table; an Existing Zoning Map; a Planned Development Boundary and Property Line Map; an Existing Land-Use Map; a Site/Landscape Plan and Building Elevations prepared by WRS Architects Inc., dated October 16, 1997. Full sized copies of the Site/Landscape Plan and the Building Elevations are on file with the Department of Planning and Development. These and no other zoning controls shall apply to the Property. This Planned Development conforms to the intent and purpose of the Chicago Zoning Ordinance, Title 17 of the Municipal Code of Chicago, and all requirements thereof, and satisfies the established criteria for approval as a planned development.
5. The following uses are permitted in the area delineated herein as a Residential/Institutional Planned Development: nursing and specialized care for residents with Alzheimer's disease and related illnesses and related services including Alzheimer/adult day care, Alzheimer's research, teaching and health center, outpatient clinic and outpatient rehabilitation, each serving Alzheimer and other patients (excluding drug abuse and alcoholism treatment, which shall not be permitted), accessory uses and accessory parking.
6. Identification signs and temporary signs such as construction and marketing signs shall be permitted within the Planned Development subject to the review and approval of the Department of Planning and Development.

7. Off-street parking shall be provided in compliance with this Planned Development subject to the review of the Department of Transportation and the approval of the Department of Planning and Development. A minimum of two percent (2%) of all parking spaces provided within the Planned Development and the aforementioned special use shall be designated and designed for parking for the handicapped.
8. Any service drive or other ingress or egress shall be adequately designed and paved, in accordance with the regulations of the Department of Transportation in effect at the time of construction and in compliance with the Municipal Code of the City of Chicago, to provide ingress and egress for motor vehicles, including emergency vehicles. There shall be no parking within such paved areas. Ingress and egress shall be subject to the review and approval of the Department of Transportation and the Department of Planning and Development.
9. In addition to the maximum height of the improvements and any appurtenance attached thereto prescribed in this Planned Development, the height of any improvement shall also be subject to limitations approved by the Federal Aviation Administration.
10. The improvements on the Property, including the on-site exterior landscaping and the landscaping along the adjacent right-of-way and all entrances and exits to and from the parking and loading areas, shall be designed, constructed and maintained in substantial conformance with the Site/Landscape Plan and the Building Elevations. In addition, parkway trees shall be installed and maintained in accordance with the parkway tree planting provisions of the Chicago Zoning Ordinance.
11. The requirements of the Planned Development may be modified, administratively, by the Commissioner of the Department of Planning and Development upon the application for such a modification by the Applicant and a determination by the Commissioner of the Department of Planning and Development that such modification is minor, appropriate and consistent with the nature of the improvements contemplated by this Planned Development and the purposes underlying the provisions hereof. Any such modification of the requirements of the Planned Development by the Commissioner of the Department of Planning and Development shall be deemed to be a minor change in the Planned Development as contemplated by Section 11.11-3(c) of the Chicago Zoning Ordinance.

Applicant or its successors, assigns or grantees agree that in the event the use of the Property becomes other than that provided for in Statement 5 above, the Department of Planning and Development

shall determine whether such new use requires the provision of parking spaces in excess of the number required in this Planned Development. The provision of any additional parking required by the Department of Planning and Development shall be deemed a minor change in the Planned Development pursuant to this Statement 11, provided the location of such spaces is approved by the Department of Planning and Development and the Department of Transportation.

12. The Applicant acknowledges that it is in the public interest to design, construct and maintain all buildings in a manner which promotes and maximizes the conservation of energy resources. The Applicant shall use best and reasonable efforts to design, construct and maintain all buildings located within this Planned Development in an energy efficient manner, generally consistent with the most current energy efficiency standards published by the American Society of Heating, Refrigeration and Air-Conditioning Engineers ("A.S.H.R.A.E.") and the Illuminating Engineering Society ("I.E.S.").
13. Unless substantial construction of the improvements contemplated by this Planned Development has commenced within ten (10) years following adoption of this Planned Development, and unless completion thereof is diligently pursued, then this Planned Development shall expire; provided, however, that if the City Council amends the Chicago Zoning Ordinance to provide for a shorter expiration period which is applicable to all planned developments, then this Planned Development shall expire upon the expiration of such shorter time period as provided by said amendatory ordinance (the first (1st) day of which as applied to this Planned Development shall be the effective date of the amendatory ordinance). If this Planned Development expires under the provisions of this section, then the zoning of the Property shall automatically revert to the pre-existing R6 General Residence District and R4 General Residence District.

[Existing Zoning Map; Planned Development Boundary
and Property Line Map; Existing Land-Use Map;
Site/Landscape Plan; and Building Elevation
Drawings referred to in these Plan of
Development Statements printed on
pages 54920 through 54926
of this Journal.]

Bulk Regulations and Data Table referred to in these Plan of Development Statements reads as follows:

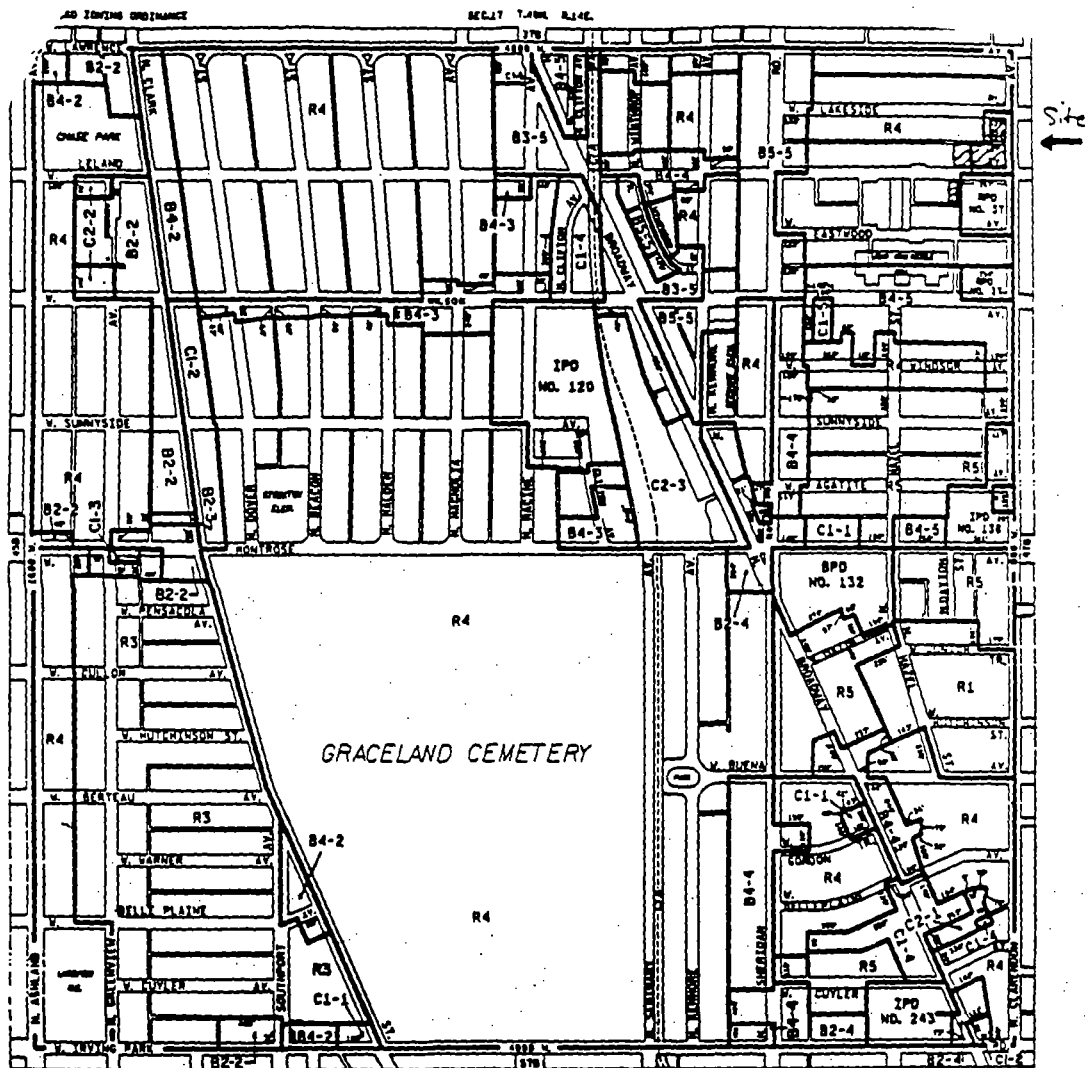
Residential/Institutional Planned Development Number _____.

Plan Of Development.

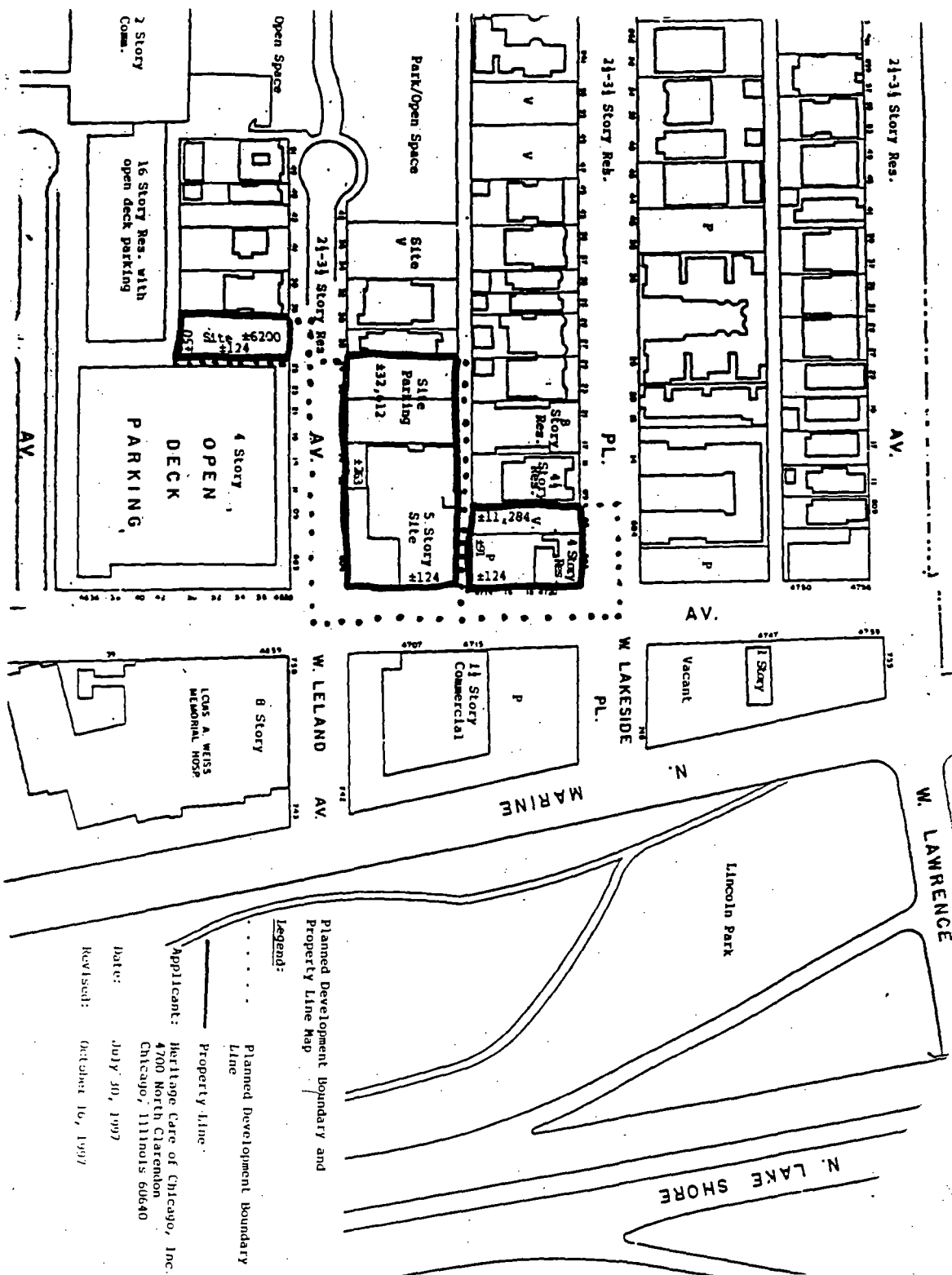
Bulk Regulations And Data Table.

Gross Site Area	=	Net Site Area	+	Area Remaining in Public Right-of-Way:
± 78,175 square feet (± 1.79 acres)	=	± 50,096 square feet (± 1.15 acres)	+	± 28,079 square feet (± 0.64 acres)
Maximum Permitted Floor Area Ratio:		2.0.		
Setbacks from Property Line:		In substantial conformance with the Site/Landscape Plan.		
Maximum Percentage of Site Coverage:		In substantial conformance with the Site/Landscape Plan.		
Minimum Number of Off-Street Parking (employee and visitor):		42 spaces.		
Additional Off-Site Parking (employee and visitor):		An additional 20 spaces of off- street parking will be located at 834 -- 836 West Leland Avenue or within 500 feet from the boundaries of the Planned Development.		
Minimum Number of Off-Street Loading areas:		1.		
Maximum Height:		In substantial conformance with the Building Elevations.		

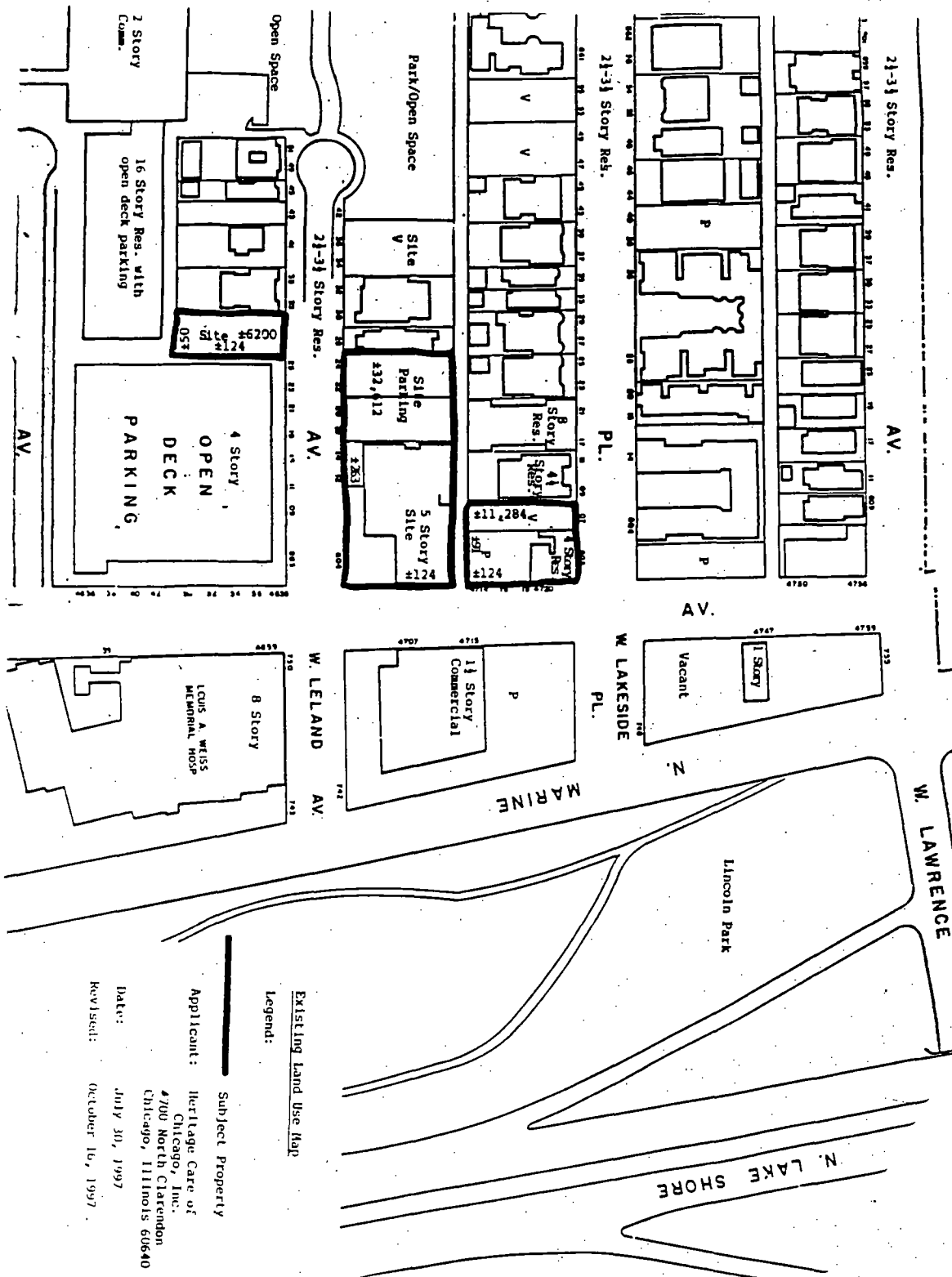
Existing Zoning Map.



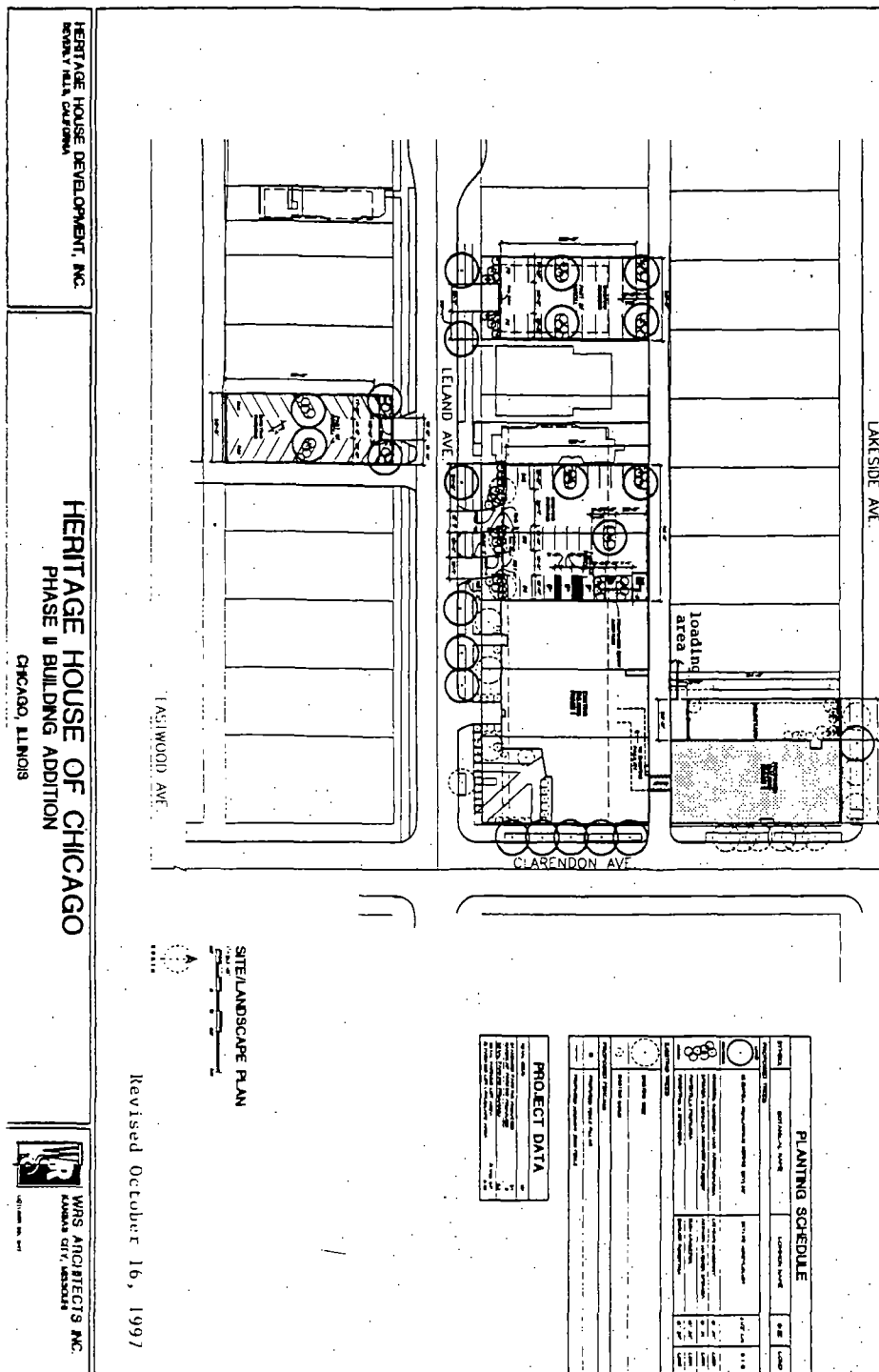
Planned Development Boundary And Property Line Map.



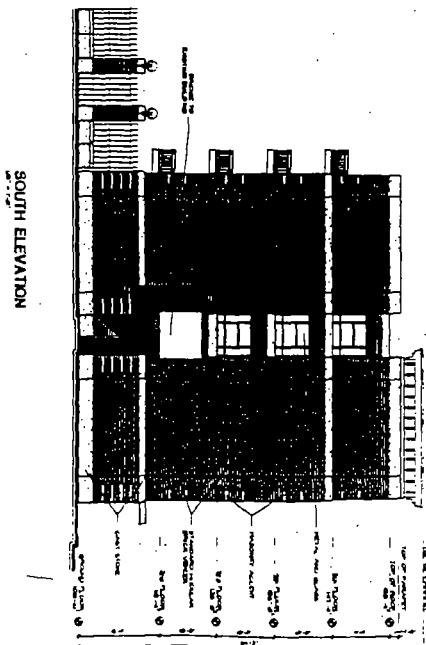
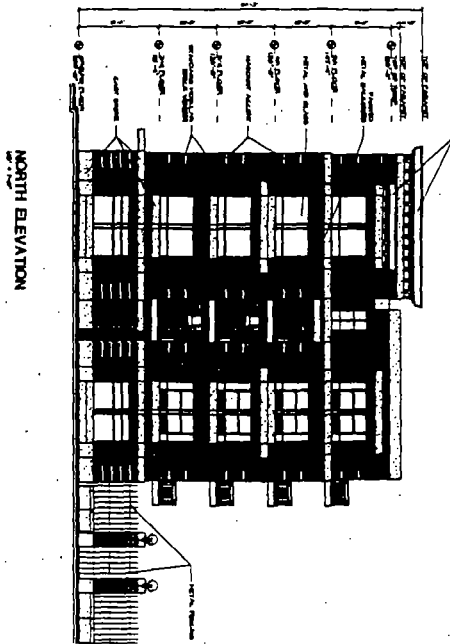
Existing Land-Use Map.



Site/Landscape Plan.



Building Elevations.
(North And South Elevation)



STAGE HOUSE DEVELOPMENT, INC.
BY NELA CARRERA

HERITAGE HOUSE OF CHICAGO
PHASE II BUILDING ADDITION

WHS ARCHITECTS INC.
ARCHITECT

Revised October 16, 1997

FINAL FOR PUBLICATION

Building Elevations.
(East Elevation)

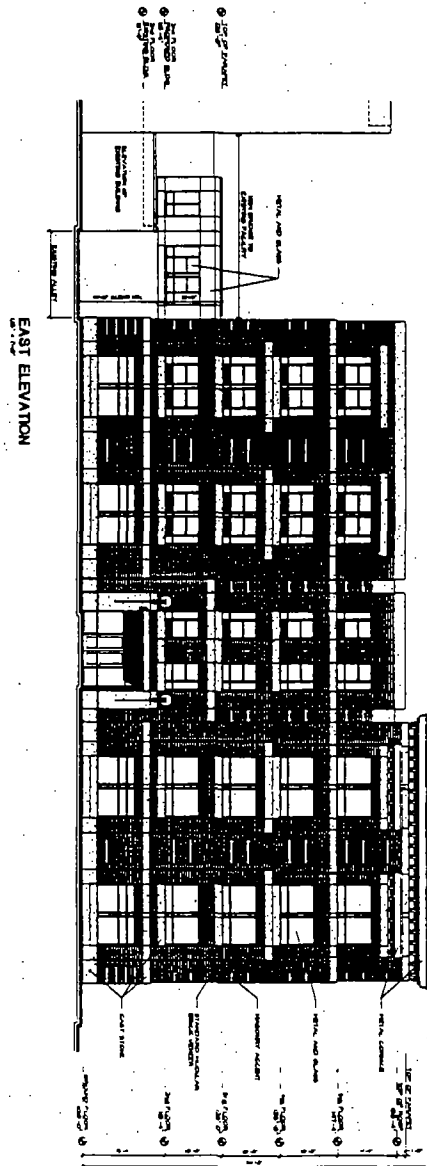
BRIDGE HOUSE DEVELOPMENT, INC.
1001 N. LAKE STREET
CHICAGO, ILLINOIS

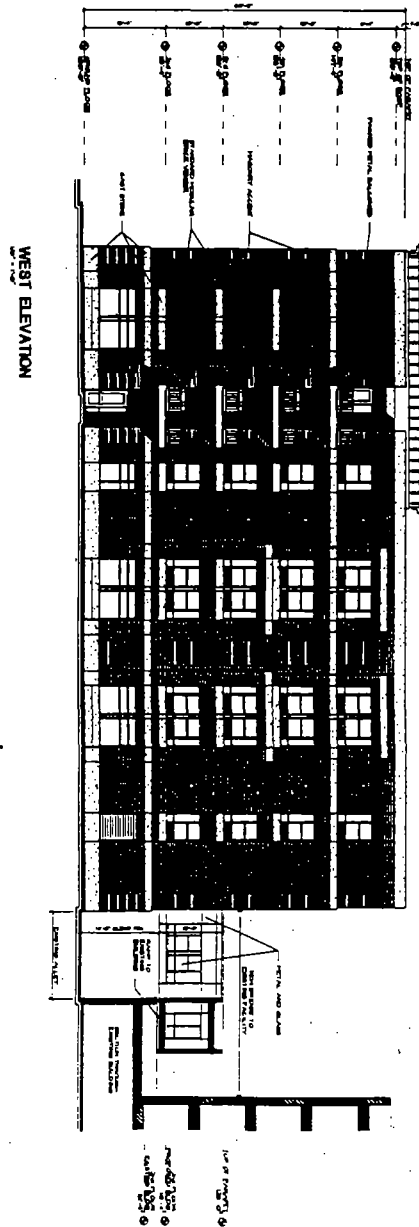
HERITAGE HOUSE OF CHICAGO
PHASE II BUILDING ADDITION
CHICAGO, ILLINOIS



WRS ARCHITECTS INC.
1001 N. LAKE STREET
CHICAGO, ILLINOIS

Revised October 16, 1997





Reclassification Of Area Shown On Map Number 11-G.
(Application Number A-3764)

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R4 General Residence District symbols and indications as shown on Map Number 11-G in the area bounded by:

West Wilson Avenue; the alley next east of and parallel to North Greenview Avenue; a line 55 feet north of West Montrose Avenue; North Greenview Avenue; West Montrose Avenue; and the alley next west of and parallel to North Greenview Avenue,

to those of an R3 General Residence District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map Number 11-H.
(Application Number 12165)

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B3-2 General Retail District symbols and indications as shown on Map Number 11-H in the area bounded by:

North Lincoln Avenue; West Warner Avenue; the alley next westerly of and parallel to North Lincoln Avenue; a line from a point 15.10 feet northerly of West Warner Avenue, as measured at the easterly right-of-way line of the alley next westerly of and parallel to North Lincoln Avenue, to a point 77.85 feet northerly of West Warner Avenue, as measured at the westerly right-of-way line of North Lincoln Avenue; and North Lincoln Avenue,

to those of a B4-2 Restricted Service District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map Number 15-I.
(Application Number A-3803)

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B4-2 Restricted Service District symbols and indications as shown on Map Number 15-I in the area bounded by:

the alley next north of and parallel to West Peterson Avenue; a line 107.33 feet west of North Rockwell Street; West Peterson Avenue; and a line 157.3 feet west of North Rockwell Street,

to those of an R4 General Residence District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map Number 17-H.
(Application Number A-3798)

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R3 General Residence District symbols and indications as shown on Map Number 17-H in the area bounded by:

West Lunt Avenue; North Seeley Avenue; the alley next south of and parallel to West Lunt Avenue; and North Hamilton Avenue,

to those of an R2 Single-Family Residence District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

*Reclassification Of Area Shown On Map Number 18-D.
(Application Number 12170)*

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R3 General Residence District symbols and indications as shown on Map Number 18-D in the area bounded by:

East 72nd Street; South Blackstone Avenue; a line 125.00 feet south of East 72nd Street; and a line 121.99 feet west of South Blackstone Avenue,

to those of an R4 General Residence District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

*Reclassification Of Area Shown On Map Number 18-D.
(Application Number 12171)*

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the C2-2 General Commercial District symbols and indications as shown on Map Number 18-D in the area bounded by:

the alley next north of and parallel to East 72nd Place; a line 176.4 feet east of South Blackstone Avenue; East 72nd Place; a line 175 feet east of South Blackstone Avenue; the alley next south of and parallel to East 72nd Place; and South Blackstone Avenue to the point of beginning,

to those of an R4 General Residence District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

*Reclassification Of Area Shown On Map Number 18-D.
(Application Number 12172)*

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R3 General Residence District symbols and indications as shown on Map Number 18-D in the area bounded by:

East 71st Street; a line 152.90 feet east of South Dorchester Avenue; a line from a point 50.48 feet south of East 71st Street and 152.90 feet east of South Dorchester Avenue; to a point 125 feet south of East 71st Street and 238.12 feet east of South Dorchester Avenue; a line 125 feet south of East Dorchester Avenue; a line from a point 125 feet south of East 71st Street and 81.16 feet east of South Dorchester Avenue, to a point 45.93 feet south of East 71st Street and the easterly right-of-way line of South Dorchester Avenue; a line 45.93 feet south of East 71st Street; and South Dorchester Avenue,

to those of an R4 General Residence District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

*Reclassification Of Area Shown On Map Number 22-H.
(Application Number A-3780)*

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B2-1 Restricted Retail District and R2 Single-Family Residence District symbols and indications as shown on Map Number 22-H in the area bounded by:

a line 154 feet north of West 95th Street; South Leavitt Avenue; West 95th Street; South Bell Avenue; a line 105.5 feet north of West 95th Street; a line 395.15 feet east of South Bell Avenue; a line 131 feet north of West 95th Street; and a line 175 feet west of South Leavitt Avenue,

to those of a B3-1 General Retail District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

*Reclassification Of Area Shown On Map Number 24-F.
(Application Number A-3759)*

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B4-1 Restricted Service District symbols and indications as shown on Map Number 24-F in the area bounded by:

West 101st Street; the alley next east of and parallel to South Halsted Street; a line 48.25 feet south of West 101st Street; and South Halsted Street,

to those of an R3 General Residence District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

*Reclassification Of Area Shown On Map Number 26-A.
(Application Number A-3789)*

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R3 General Residence District symbols and indications as shown on Map Number 26-A in the area bounded by:

East 107th Street; the public alley next east of and parallel to South Ewing Avenue; a line 50 feet south of and parallel to East 107th Street; and South Ewing Avenue,

to those of a B4-1 Restricted Service District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

*Reclassification Of Area Shown On Map Number 26-D.
(Application Number A-3783)*

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R3 General Residence District symbols and indications as shown on Map Number 26-D in the area bounded by:

East 105th Street; South Maryland Avenue; a line 54.21 feet south of East 105th Street; and the alley next west of and parallel to South Maryland Avenue,

to those of an R5 General Residence District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

*Reclassification Of Area Shown On Map Number 26-F.
(Application Number A3802-A)*

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R2 Single-Family Residence District symbols and indications as shown on Map Number 26-F in the area bounded by:

the alley next north of and parallel to West 107th Street; a line 228.5 feet west of South Wentworth Avenue; West 107th Street; and a line 495.5 feet west of South Wentworth Avenue,

to those of an R4 General Residence District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

*Reclassification Of Area Shown On Map Number 28-E.
(Application Number A3802-B)*

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B3-2 General Retail District symbols and indications as shown on Map Number 28-E in the area bounded by:

a line 375 feet south of East 113th Street; the alley next east of and parallel to South Michigan Avenue; a line 483.48 feet south of East 113th Street; and South Michigan Avenue,

to those of an R3 General Residence District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Action Deferred -- AMENDMENT OF TITLE 2, CHAPTER 120, SECTION
380 OF MUNICIPAL CODE OF CHICAGO TO INCLUDE
CHAIRMEN OF CITY COUNCIL COMMITTEE
ON BUILDINGS AND COMMITTEE
ON PARKS AND RECREATION
AS MEMBERS OF CHICAGO
PLAN COMMISSION.

The Committee on Zoning submitted the following report which was, on

motion of Alderman Banks and Alderman E. Smith, *Deferred* and ordered published:

CHICAGO, October 28, 1997.

To the President and Members of the City Council:

Reporting for your Committee on Zoning, for which a meeting was held on October 22, 1997, I beg leave to recommend that Your Honorable Body pass various ordinances transmitted herewith to amend the Chicago Zoning Ordinance for the purpose of reclassifying particular areas.

I beg leave to recommend the passage of nine ordinances which were corrected and amended in their corrected form. They are Application Numbers MA-43, 12139, 12192, 12136, 12150, 12141, 12142, TAD-185 and 11853.

Please let the record reflect that I, Alderman William J.P. Banks, abstain from voting on Application Numbers 12192, 12191 and 12181 under the provisions of Rule 14 of the City Council's Rules of Order and Procedure.

At this time, I, along with Alderman Ed Smith, move that this report be *Deferred* and published with the exception of twenty-nine applications for which I request immediate passage because time is of the essence. They are Application Numbers A-3798, A-3803, A-3764, 12165, 12181, 12175, A-3759, A-3802A, 12166, A-3768, 12191, 12192, 12136, A-3820, 12179, A-3780, 12170, 12171, 12172, 12174, 12150, A-3789, 12142, 12117, 11853, 12178, A-3783, A-3802B and 12169.

Again, I request that the record reflect that I abstain from voting on Application Numbers 12192, 12191 and 12181 under the provisions of Rule 14 of the City Council's Rules of Order and Procedure.

Respectfully submitted,

(Signed) WILLIAM J. P. BANKS,
Chairman.

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

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

SECTION 1. Section 2-120-380 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics as follows:

2-120-380 Membership, Organization And Meetings.

The Chicago plan commission shall be composed of [18] 19 members: nine members who are lay citizens, to be appointed by the mayor with the approval of the city council, and ex officio the mayor, the president of the board of local improvements, the commissioner of planning and development, the zoning administrator, the chairman of the city council committee on finance, the chairman of the city council committee on zoning, the chairman of the city council committee on housing, the chairman of the city council committee on traffic control and safety, *the chairman of the city council committee on buildings, the chairman of the city council committee on parks and recreation* and the chairman of the board of the Chicago Transit Authority. The mayor shall designate a chairman and vice-chairman from among the appointed members. The appointed members shall hold no other public office except where such public office is nonsalaried and no fees or emoluments are derived therefrom.

The nine appointed members shall be appointed and hold office as follows: one to be appointed for one year, two for two years, two for three years, two for four years and two for five years and until their successors are appointed and qualified. Members thereafter appointed shall serve for five years, except that in case of vacancy appointments shall be made for the unexpired term. The terms of the ex officio members shall coincide with their terms of public office.

The commission shall meet at least once a month. At least three days notice of the time and place of each meeting shall be given by the chairman. Six members shall constitute a quorum of the commission, but at least five affirmative votes *constituting a majority of those voting on the matter* shall be required to pass any matter.

SECTION 2. This ordinance shall be in full force and effect from and after its passage and approval.

Action Deferred -- AMENDMENT OF MUNICIPAL CODE OF
CHICAGO TITLES 17 AND 4 BY EXTENSION OF
HOURS OF OPERATION FOR
DAY CARE CENTERS.

The Committee on Zoning submitted the following report which was, on motion of Alderman Banks and Alderman E. Smith, *Deferred* and ordered published:

CHICAGO, October 28, 1997.

To the President and Members of the City Council:

Reporting for your Committee on Zoning, for which a meeting was held on October 22, 1997, I beg leave to recommend that Your Honorable Body pass various ordinances transmitted herewith to amend the Chicago Zoning Ordinance for the purpose of reclassifying particular areas.

I beg leave to recommend the passage of nine ordinances which were corrected and amended in their corrected form. They are Application Numbers MA-43, 12139, 12192, 12136, 12150, 12141, 12142, TAD-185 and 11853.

Please let the record reflect that I, Alderman William J. P. Banks, abstained from voting on Application Numbers 12192, 12191 and 12181 under the provisions of Rule 14 of the City Council's Rules of Order and Procedure.

At this time, I, along with Alderman Ed Smith, move that this report be *Deferred* and published with the exception of twenty-nine applications for which I request immediate passage because time is of the essence. They are Application Numbers A-3798, A-3803, A-3764, 12165, 12181, 12175, A-3759, A-3802A, 12166, A-3768, 12191, 12192, 12136, A-3820, 12179, A-3780, 12170, 12171, 12172, 12174, 12150, A-3789, 12142, 12117, 11853, 12178, A-3783, A-3802B and 12169.

Again, I request that the record reflect that I abstain from voting on Application Numbers 12192, 12191 and 12181 under the provisions of Rule

14 of the City Council's Rules of Order and Procedure.

Respectfully submitted,

(Signed) WILLIAM J. P. BANKS,
Chairman.

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

WHEREAS, Many of the people affected by welfare reform who will be seeking employment, education and/or job training opportunities have young children in need of day care and adult supervision; and

WHEREAS, Education programs for adults are often held during evening hours; and

WHEREAS, Many job opportunities, especially those in the service industry, include late evening and early morning hours; and

WHEREAS, Day care opportunities are therefore needed to be available during late evening hours; now, therefore,

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

SECTION 1. Article 3 of Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by deleting the language in brackets, as follows:

3.2 Definitions.

* * * * *

Day Care Center. A "day care center" is an institution or place in which are received three or more adults, children, not of common parentage, apart from their parent or guardian, for part or all of a day [but not later than 9:00 p.m.]. The term "day care center" includes but is not limited to the following: nursery schools, adult and/or child care centers, day nurseries, kindergartens and play groups, but does not include bona fide kindergartens and nursery schools operated by public or private elementary or secondary school systems.

SECTION 2. Section 4-72-010 of the Municipal Code of Chicago is hereby amended by deleting the language in brackets, as follows:

4-72-010 Definitions.

For the purposes of this chapter the following terms are defined to mean:

* * * * *

"Day care center" means any institution or place in which are received three or more children, not of common parentage, apart from their parent or guardian, between the ages of six weeks and six years for care during part or all of a day [but not later than 9:00 p.m.]. The term is further construed to include similar units operating under any other name whatsoever with or without stated educational purpose.

This definition does not include "day care home", "group day care home", "foster family home", all as defined in this section, as well as centers for the mentally retarded licensed by the State of Illinois, bona fide kindergartens or "day nursery schools" serving children three years or older, established in connection with grade schools supervised or operated by a private or public board of education or approved by the State Board of Education.

SECTION 3. This ordinance shall be in full force and effect from and after February 1, 1998.

Action Deferred -- AMENDMENT OF CHICAGO ZONING
ORDINANCE BY RECLASSIFICATION OF
PARTICULAR AREAS.

The Committee on Zoning submitted the following report which was, on motion of Alderman Banks and Alderman E. Smith, *Deferred* and ordered published:

CHICAGO, October 28, 1997.

To the President and Members of the City Council:

Reporting for your Committee on Zoning, for which a meeting was held on October 22, 1997, I beg leave to recommend that Your Honorable Body pass various ordinances transmitted herewith to amend the Chicago Zoning Ordinance for the purpose of reclassifying particular areas.

I beg leave to recommend the passage of nine ordinances which were corrected and amended in their corrected form. They are Application Numbers MA-43, 12139, 12192, 12136, 12150, 12141, 12142, TAD-185 and 11853.

Please let the record reflect that I, Alderman William J. P. Banks abstain from voting on Application Numbers 12192, 12191 and 12181 under the provisions of Rule 14 of the City Council's Rules of Order and Procedure.

At this time I, along with Alderman Ed Smith, move that this report be *Deferred* and published with the exception of twenty-nine applications for which I request immediate passage because time is of the essence. They are Application Numbers A-3798, A-3803, A-3764, 12165, 12181, 12175, A-3759, A-3802A, 12166, A-3768, 12191, 12192, 12136, A-3820, 12179, A-3780, 12170, 12171, 12172, 12174, 12150, A-3789, 12142, 12117, 11853, 12178, A-3783, A-3802B and 12169.

Again, I request that the record reflect that I abstain from voting on Application Numbers 12192, 12191 and 12181 under the provisions of Rule 14 of the City Council's Rules of Order and Procedure.

Respectfully submitted,

(Signed) WILLIAM J. P. BANKS,
Chairman.

The following are said proposed ordinances transmitted with the foregoing committee report (the italic heading in each case not being a part of the ordinance):

*Reclassification Of Area Shown On Map Number 1-E.
(As Amended)
(Application Number 12139)*

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the Residential Business Planned Development Number 606 symbols and indications as shown on Map Number 1-E in the area bounded by:

East Huron Street; North Wabash Avenue; East Erie Street; and a line 120 feet west of and parallel to North Wabash Avenue,

to those of Residential Business Planned Development Number 606, as amended, which is hereby established in area above described subject to such use and bulk regulations as are set forth in the Plan of Development herewith attached and made a part thereof and to no others.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Plan of Development Statements referred to in this ordinance read as follows:

Business Planned Development Number 606, As Amended.

Plan Of Development Statements.

1. The area delineated herein as "Residential-Business Planned Development Number 606, as amended", consists of approximately twenty-six thousand one hundred sixty-seven and two-tenths (26,167.2) square feet (sixty one-hundredths of one (0.60) acres) and is owned or controlled by the Applicant, Wabash/Erie-Huron L.L.C.
2. All applicable official reviews, approvals or permits are required to be obtained by the Applicant or its successors, assignees, or grantees. Any dedication or vacation of streets or alleys, or easements, or adjustments of right-of-way, or consolidation or resubdivision of parcels, shall require a separate submittal on behalf of the Applicant or its successors, assignees, or grantees and approval by the City Council.
3. The requirements, obligations and conditions contained within this Planned Development shall be binding upon the Applicant, its

successors and assigns and, if different than the Applicant, the legal title holder and any ground lessors. Furthermore, pursuant to the requirements of Section 11.11-1 of the Chicago Zoning Ordinance, the Property shall be under single ownership or under single designated control at the time any applications for amendments, modifications or changes (administrative, legislative or otherwise) to this Planned Development are made. Single designated control for purpose of this paragraph shall mean that any application to the City for any amendment to this Planned Development or any other modification or change thereto (administrative, legislative or otherwise) shall be made or authorized by all the owners of the Property or any property owners association which may be formed to succeed the Applicant, and any ground lessors. Nothing herein shall be construed to mean that any individual owner, or any ground lessors, of the Property or any portion thereof is relieved of obligations imposed hereunder or rights granted herein or is not subject to City action pursuant to this Planned Development. In addition, nothing herein shall prohibit or in any way restrict the alienation, sale or any other transfer of all or any portion of the Property of any rights, interests or obligations therein.

4. This Plan of Development consists of thirteen (13) statements; a Bulk Regulations and Data Table; an Existing Zoning Map; a Planned Development Property Line and Boundary Map; an Existing Land-Use Map; a Site/Landscape Plan; Building Elevations and a Building Section Plan, dated October 16, 1997 prepared by Solomon Cordwell Buenz & Associates, Inc.. Full size sets of the Site/Landscaping Plan; Building Elevations and Building Section Plan are on file with the Department of Planning and Development. The Planned Development is applicable to the area delineated hereto and these and no other zoning controls shall apply.
5. The following uses shall be permitted within the area delineated herein as "Residential-Business Planned Development":
 - multi-family dwelling units, hotels, restaurants with the sale of liquor (no packaged goods) as an accessory use, related services and convenience retail and accessory and non-accessory parking uses.
6. Business Identification signs shall be permitted within the Planned Development subject to the review and approval of the Department of Planning and Development. Temporary signs, such as construction and marketing signs shall be permitted, subject to the review and approval of the Department of Planning and Development. No signage shall be permitted at or near the top of the building. The gross area in square feet of all signs shall not exceed two (2) times the lineal feet of frontage of the zoning lot. All signs shall be affixed on building walls parallel to the lot line, and no sign

shall project more than twelve (12) inches across the property line into the public way. The surface of the building shall not be used for a painted sign or mural. No ground signs shall be permitted. No more than fifteen percent (15%) of any single window may be used for signage of any kind. Window lettering that is less than two (2) inches in height shall not be counted toward the permitted amount of signage provided it is limited to information such as a building's address, hours of operation and logos. A banner shall be considered a sign and no banner may be placed on the building. No flashing, animated or moving sign shall be permitted on the exterior of the building. No signage shall be permitted on any awning or canopy on North Wabash Avenue.

7. Any service drives or other ingress or egress shall be adequately designed and paved in accordance with the regulations of the Department of Transportation in effect at the time of construction and in compliance with the Municipal Code of the City of Chicago, to provide ingress and egress for motor vehicles, including emergency vehicles. There shall be no parking within such emergency areas. Ingress and egress shall be subject to the review and approval of the Department of Transportation, Bureau of Traffic and the Department of Planning and Development. Closure of all or part of any public streets or alleys during demolition or construction shall be subject to the review and approval of the Chicago Department of Transportation, Bureau of Traffic. No sound producing devices shall be utilized in connection with any taxicab stand established at the building.
8. Height restriction of any building or any appurtenance thereto shall, in addition to the Bulk Regulations and Data Table, be subject to:
 - a. height limitations as certified on form FAA-117 or successor forms involved in the same subject matter and approved by the Federal Aviation Administration; and
 - b. airport zoning regulations as established by the Department of Planning and Development, Department of Aviation, and Department of Law, and approved by the City Council.
9. For purposes of Floor Area Ratio (F.A.R.) calculations, the definitions in the Chicago Zoning Ordinance shall apply.
10. The improvements on the Property shall be designed, installed and maintained in substantial conformance with the Plans and Elevations referenced in Statement Number 4 hereinabove. In addition, any hotel use shall be maintained in accordance with the definition of "hotel" contained in the Chicago Zoning Ordinance and shall be operated pursuant to the terms of a valid hotel license obtained from the

Chicago Department of Revenue. Proof of payment of hotel taxes shall be submitted to the Department of Planning and Development on an annual basis as a condition of renewal of any hotel business license. A separate hotel desk and lobby area shall be maintained for any hotel use.

11. The terms, conditions and exhibits of this Planned Development ordinance may be modified administratively by the Commissioner of the Department of Planning and Development, upon the application for such a modification by the Applicant and after a determination by the Commissioner of the Department of Planning and Development that such a modification is minor, appropriate and consistent with the nature of the improvements contemplated in this Planned Development and the purposes underlying the provisions hereof. Any such modification of the requirements of this Statement by the Commissioner of the Department of Planning and Development shall be deemed to be a minor change in the Planned Development as contemplated by Section 11.11-3(c) of the Chicago Zoning Ordinance. Further, at the time such application for modification is made the Applicant shall provide a copy of such application to Driehaus Capital Management, Inc., in care of Rudnick and Wolfe, 203 North LaSalle Street, Suite 1800, Chicago, Illinois 60601, Attention: Theodore J. Novak, Esq., and to the Episcopal Diocese of Chicago, 65 East Huron Street, Chicago, Illinois 60611, Attention: Director of Finance and Administration.
12. The Applicant acknowledges that it is in the public interest to design, construct and maintain all buildings in a manner which promotes and maximizes the conservation of energy resources. The Applicant shall use best and reasonable efforts to design, construct and maintain all buildings located within this Planned Development in an energy efficient manner, generally consistent with most current energy efficiency standards published by the American Society of Heating, Refrigerating and Air-Conditioning Engineers ("A.S.H.R.A.E.") and the Illuminating Engineering Society ("I.E.S."). Copies of these standards may be obtained from the Department of Planning and Development.
13. Unless substantial construction has commenced within five (5) years following adoption of this Planned Development, and unless completion is thereafter diligently pursued, then this Planned Development shall expire; provided, however, that if the City Council amends the Chicago Zoning Ordinance to provide for a shorter expiration period which is applicable to all Planned Developments, then this Planned Development shall expire upon the expiration of such shorter time period as provided by said Amendatory Ordinance (the first day of which as applied to this Planned Development shall be the effective date of the Amendatory Ordinance). If this Planned Development expires under the provisions of this section, then the

zoning of the property shall automatically revert to the B7-6 General Central Business District classification.

[Existing Zoning Map; Planned Development Property Line and Boundary Map; Existing Land-Use Map; Site/Landscape Plan; and Building Elevation Drawings referred to in these Plan of Development Statements printed on pages 54946 through 54955 of this Journal.]

Bulk Regulation and Data Table referred to in these Plan of Development Statements reads as follows:

*Business Planned Development Number 606,
As Amended.*

Bulk Regulations And Data Table.

	Net Site Area		Maximum Floor Area Ratio	Maximum Dwelling Units	Maximum Percent Site Coverage
	Square Feet	Acre			
Site:	26,167.20	0.60	19.80	252	Per Site Plan
Total:	26,167.20	0.60	19.80	252	

	Square Feet	Acres
Net Site Area:	26167.20	0.60
<u>Public Rights-of-Way</u>	<u>18669.00</u>	<u>0.43</u>
Gross Site Area:	44836.20	1.03

Maximum Percent of Site Coverage:	Per Site Plan.
Minimum Required Building Setbacks:	Per Site Plan.
Maximum Building Height:	Per Section.
Maximum Number of Off-Street Parking Spaces:	327.
Minimum Number of Off-Street Parking Spaces:	300.
Maximum Number of Non-Accessory Parking Spaces:	75.
Minimum Number of Off-Street Loading Docks:	2.
Maximum Number of Hotel Units:	144.

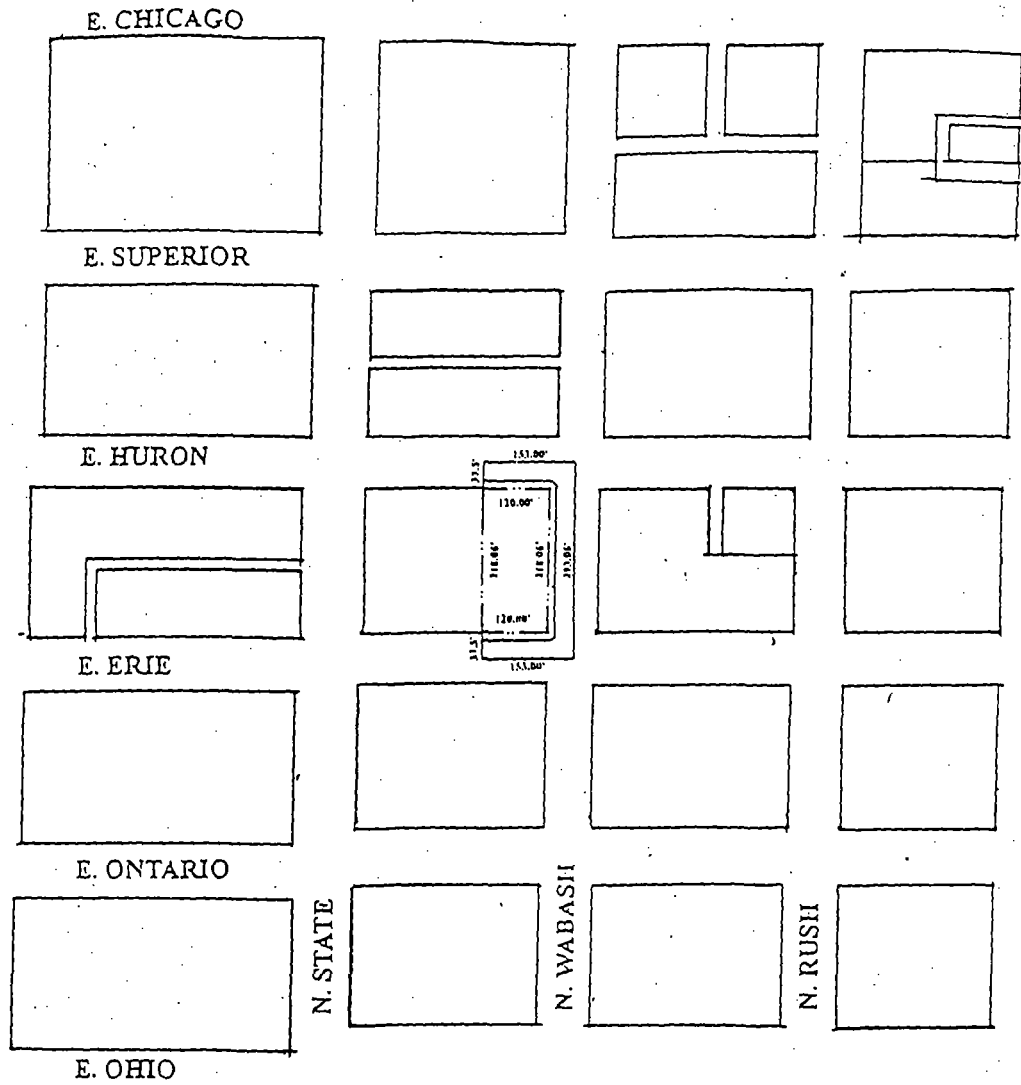
*Reclassification Of Area Shown On Map Number 4-F.
(As Amended)
(Application Number 12141)*

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

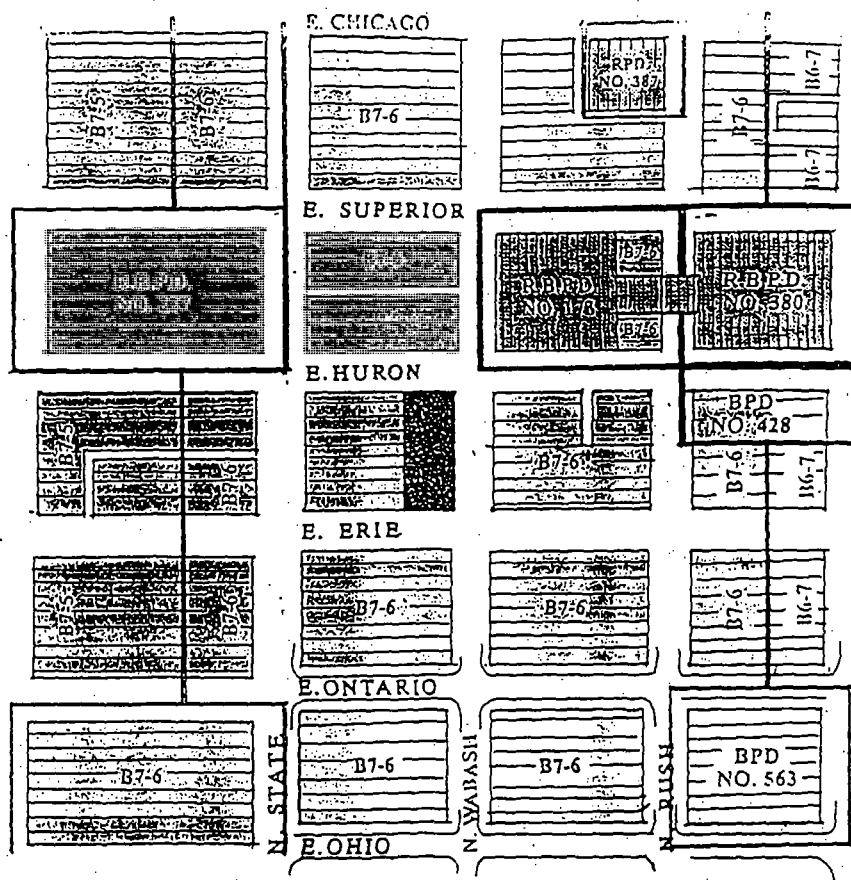
SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M2-5 General Manufacturing District symbols and indications as shown on Map Number 4-F in the area bounded by:

West 15th Street; South Dearborn Street; a line 399.86 feet south of and parallel to West 15th Street; a line 114.51 feet west of and parallel to South Dearborn Street; a line 414.95 feet south of and parallel to West 15th Street; South Clark Street; and a line from a point 157.99 feet south of West 15th Street, to a point 180.12 feet west of West Dearborn Street,

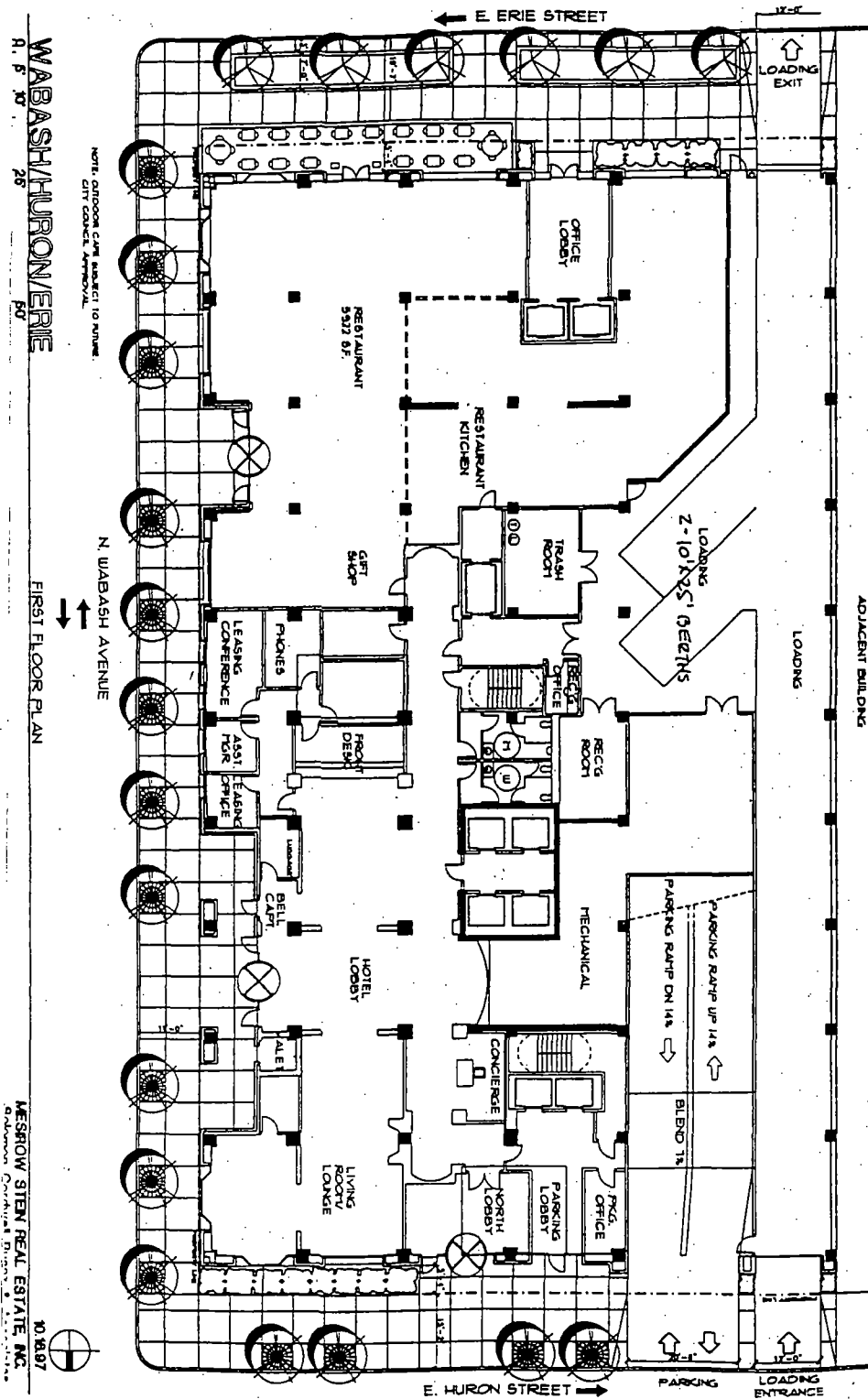
(Continued on page 54956)

Planned Development Property Line And
Boundary Map.

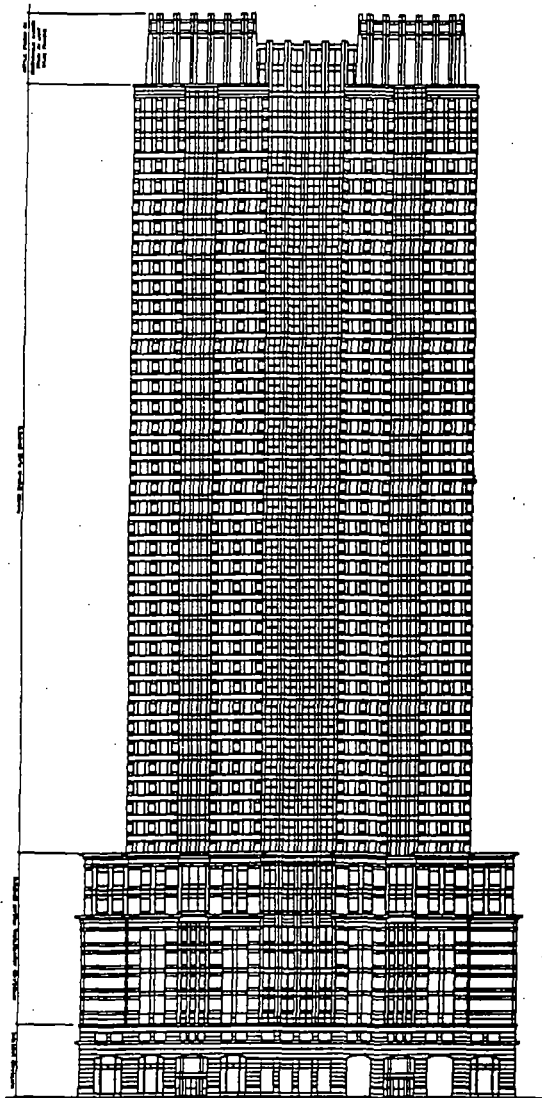
Existing Land-Use Map.



Site/Landscape Plan.

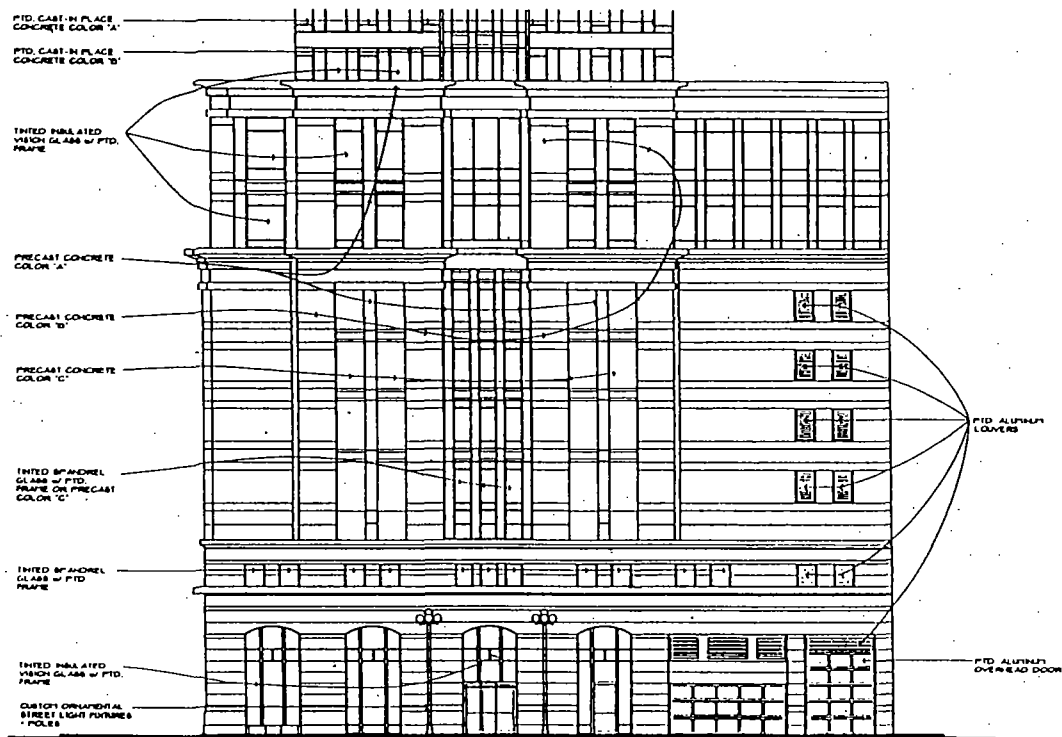


Building Elevations.
(Page 1 of 6)



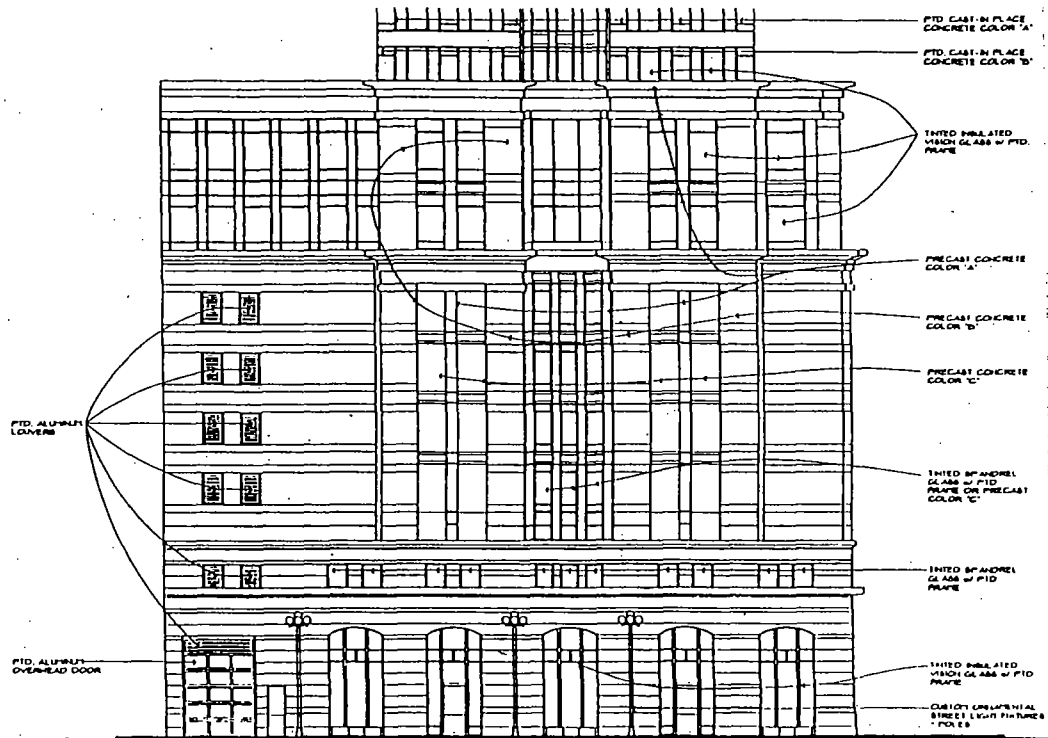
Building Elevations.
(Page 3 of 6)

APPLICANT: WABASH/ERIE-HURON L.L.C.
ADDRESS: 19-29 EAST HURON STREET; 658-678 NORTH WABASH
AVENUE; 20-30 EAST ERIE STREET
DATE: JULY 25, 1997
REVISED: OCTOBER 16, 1997



Building Elevations.
(Page 4 of 6)

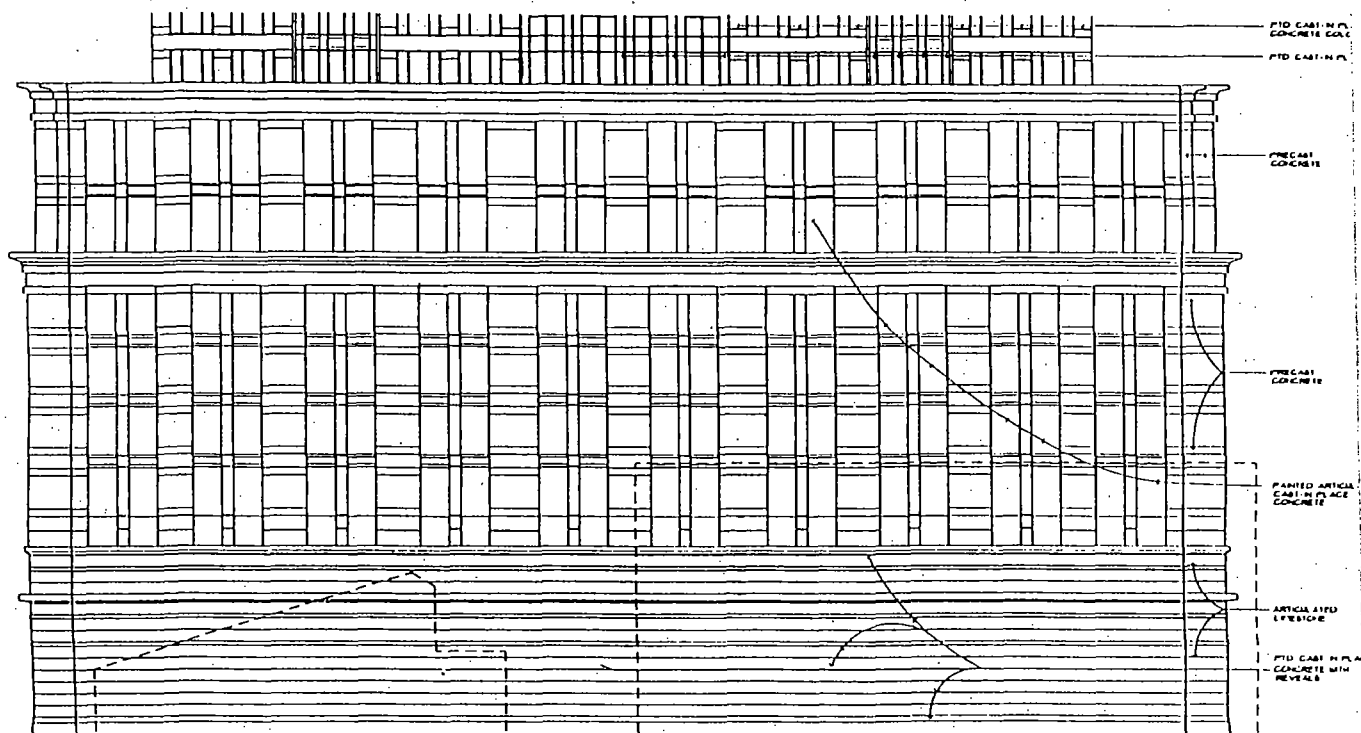
APPLICANT: WABASH/ERIE-HURON L.L.C.
ADDRESS: 19-29 EAST HURON STREET; 658-678 NORTH WABASH
AVENUE; 20-30 EAST ERIE STREET
DATE: JULY 25, 1997
REVISED: OCTOBER 16, 1997



Building Elevations.
(Page 5 of 6)

P.1119

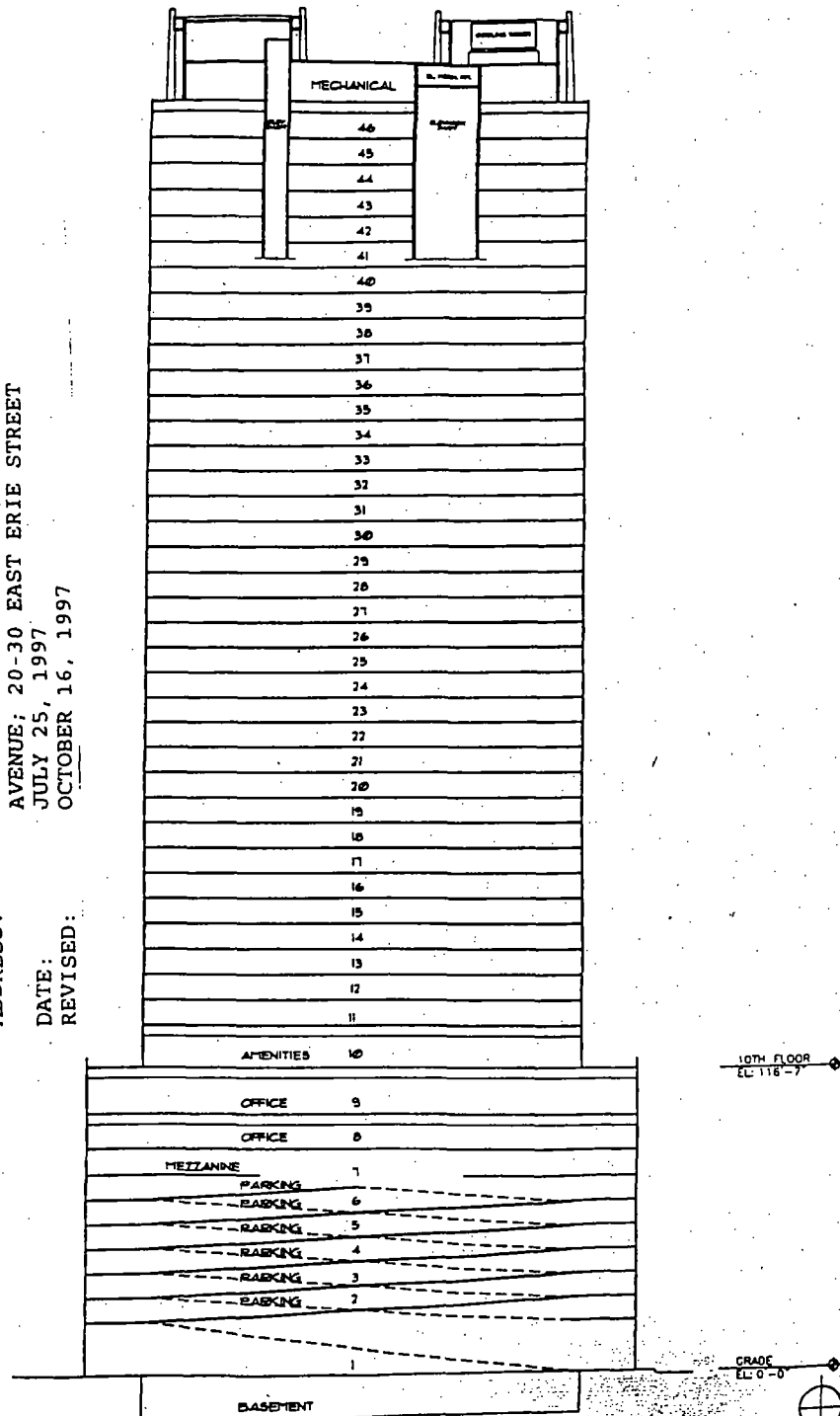
APPLICANT: WABASH/ERIE-HURON L.L.C.
ADDRESS: 19-29 EAST HURON STREET; 658-678 NORTH WABASH
AVENUE; 20-30 EAST ERIE STREET
DATE: JULY 25, 1997
REVISED: OCTOBER 16, 1997



Building Elevations.
(Page 6 of 6)

WABASH/ERIE-HURON L.L.C.
19-29 EAST HURON STREET; 658-678 NORTH WABASH
AVENUE; 20-30 EAST ERIE STREET
JULY 25, 1997
OCTOBER 16, 1997

APPLICANT:
ADDRESS:
DATE:
REVISED:



WABASH/HURON/ERIE

BUILDING SECTION NORTH/SOUTH

MESROW STEN REAL ESTATE, INC.
Solomon Cordwell Rowntree & Associates

NOT TO SCALE

(Continued from page 54945)

to those of an R5 General Residence District which is hereby established in the area described above.

SECTION 2. That the Chicago Zoning Ordinance be amended by changing all of the R5 General Residence District symbols and indications as shown on Map Number 4-F in the area bounded by:

West 15th Street; South Dearborn Street; a line 399.86 feet south of and parallel to West 15th Street; a line 114.51 feet west of and parallel to South Dearborn Street; a line 414.95 feet south of and parallel to West 15th Street; South Clark Street; and a line from a point 157.99 feet south of West 15th Street, to a point 180.12 feet west of West Dearborn Street,

to those of a Residential Planned Development which is hereby established in the area described above subject to such use and bulk regulations as are set forth in the Plan of Development attached hereto and to no others.

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

Plan of Development Statements referred to in this ordinance read as follows:

Residential Planned Development, As Amended,

Plan Of Development Statements.

1. The area delineated herein as a "Residential Planned Development" (the "Planned Development") consists of approximately one hundred twenty-one thousand seven hundred twenty-four and sixty-two one hundredths (121,724.62) square feet (plus or minus two and seventy-nine one-hundredths (± 2.79) acres) of property which is depicted on the attached Planned Development Boundary and Property Line Map (the "Property") and is owned or controlled by the Applicant, JDL Development Corporation.
2. All applicable official reviews, approvals or permits are required to be obtained by the Applicant or its successors, assignees or grantees. Any dedication or vacation of streets, alleys or easements or any adjustment of right-of-way shall require a separate submittal on behalf of the Applicant or its successors, assignees or grantees and approval by the City Council.

3. The requirements, obligations and conditions contained within this Planned Development shall be binding upon the Applicant, its successors and assigns and, if different than the Applicant, the legal title holder and any ground lessors. All rights granted hereunder to the Applicant shall inure to the benefit of the Applicant's successors and assigns and, if different than the Applicant, the legal title holder and any ground lessors. Furthermore, pursuant to the requirements of Section 11.11-1 of the Chicago Zoning Ordinance, the Property, at the time applications for amendments, modifications or changes (administrative, legislative or otherwise) to this Planned Development are made, shall be under single ownership or under single designated control. Single designated control for purposes of this paragraph shall mean that any application to the City for any amendment to this Planned Development or any other modification of change thereto (administrative, legislative or otherwise) shall be made or authorized by all the owners of the Property, or any condominium association which may be formed to represent all of the owners for zoning purposes and any ground lessors.
4. This Plan of Development consists of thirteen (13) statements; a Bulk Regulations and Data Table; an Existing Zoning Map; a Planned Development Boundary, Property Line and Right-of-Way Adjustment Map; an Existing Land-Use Map; a Site/Landscape Plan and Building Elevations prepared by Tigerman McCurry Architects, dated July 30, 1997. Full sized copies of the Site/Landscape Plan and the Building Elevations are on file with the Department of Planning and Development. These and no other zoning controls shall apply to the Property. This Planned Development conforms to the intent and purpose of the Chicago Zoning Ordinance, Title 17 of the Municipal Code of Chicago, and all requirements thereof, and satisfies the established criteria for approval as a planned development.
5. The following uses are permitted in the area delineated herein as a Residential Planned Development:
 - A. Single-and multiple-family attached and detached dwellings.
 - B. Within the multiple-family building, professional offices not exceeding three thousand (3,000) square feet in area, valet shops, and drug stores and retail food shops which may sell package liquor. The foregoing uses shall be accessible to the public only through an entrance which does not have access directly to a public way or street, be accessible through the main lobby only and be principally for the convenience and use of residents of the single- and multiple-family dwellings permitted herein. There shall be no advertising, displaying or identification signs for these uses visible from outside the building.

6. Identification signs and temporary signs such as construction and marketing signs shall be permitted within the Planned Development subject to the review and approval of the Department of Planning and Development.
7. Off-street parking and loading facilities shall be provided in compliance with this Planned Development subject to the review of the Department of Transportation and the approval of the Department of Planning and Development. A minimum of two percent (2%) of all parking spaces provided within the Planned Development shall be designated and designed for parking for the handicapped.
8. Any service drive or other ingress or egress shall be adequately designed and paved, in accordance with the regulations of the Department of Transportation in effect at the time of construction and in compliance with the Municipal Code of the City of Chicago, to provide ingress and egress for motor vehicles, including emergency vehicles. There shall be no parking within such paved areas. Ingress and egress shall be subject to the review and approval of the Department of Transportation and the Department of Planning and Development.
9. In addition to the maximum height of the improvements and any appurtenance attached thereto prescribed in this Planned Development, the height of any improvement shall also be subject to limitations approved by the Federal Aviation Administration.
10. The improvements on the Property, including the on-site exterior landscaping and the landscaping along the adjacent rights-of-way and all entrances and exits to and from the parking and loading areas, shall be designed, constructed and maintained in substantial conformance with the Site/Landscape Plan and the Building Elevations. In addition, parkway trees shall be installed and maintained in accordance with the parkway tree planting provisions of the Chicago Zoning Ordinance.
11. The requirements of the Planned Development may be modified, administratively, by the Commissioner of the Department of Planning and Development upon the application for such a modification by the Applicant and a determination by the Commissioner of the Department of Planning and Development that such modification is minor, appropriate and consistent with the nature of the improvements contemplated by this Planned Development and the purposes underlying the provisions hereof. Any such modification of the requirements of the Planned Development by the Commissioner of the Department of Planning

and Development shall be deemed to be a minor change in the Planned Development as contemplated by Section 11.11-3 (c) of the Chicago Zoning Ordinance.

12. The Applicant acknowledges that it is in the public interest to design, construct and maintain all buildings in a manner which promotes and maximizes the conservation of energy resources. The Applicant shall use best and reasonable efforts to design, construct and maintain all buildings located within this Planned Development in an energy efficient manner, generally consistent with the most current energy efficiency standards published by the American Society of Heating Refrigeration and Air-Conditioning Engineers ("A.S.H.R.A.E.") and the Illuminating Engineering Society ("I.E.S.").
13. Unless substantial construction of the improvements contemplated by this Planned Development has commenced within ten (10) years following adoption of this Planned Development, and unless completion thereof is diligently pursued, then this Planned Development shall expire, provided, however, that if the City Council amends the Chicago Zoning Ordinance to provide for a shorter expiration period which is applicable to all planned development, then this Planned Development shall expire upon the expiration of such shorter time period as provided by said amendatory ordinance (the first day of which as applied to this Planned Development shall be the effective date of the amendatory ordinance). If this Planned Development expires under the provisions of this section, then the zoning of the Property shall automatically revert to an R5 General Residence District.

[Existing Zoning Map; Planned Development Property
Line and Boundary Map; Existing Land-Use Map;
Site/Landscape; Parking Plan; and Building
Elevation Drawings referred to
in these Plan of Development
Statements printed on
pages 54961 through
54969 of this
Journal.]

Bulk Regulations and Data Table referred to in these Plan of Development
Statements reads as follows:

Residential Planned Development Number _____,

As Amended.

Bulk Regulations And Data Table

Gross Site Area = Net Site Area + Area Remaining in Public Rights-of-Way

$\pm 153,208.00$ square feet (± 3.52 acres) = $\pm 121,724.62$ square feet (± 2.79 acres) + $\pm 31,484.00$ square feet (± 0.72 acres)

Maximum Permitted Floor Area
Ratio:

2.45.

Setbacks from Property Line:

In substantial conformance with
the Site/Landscape Plan.

Maximum Percentage of Site
Coverage:

In substantial conformance with
the Site/Landscape Plan.

Maximum Number of Dwelling
Units:

210 units.

Minimum Number of Off-Street
Parking:

294 spaces.

Minimum Number of Off-Street
Loading Berths:

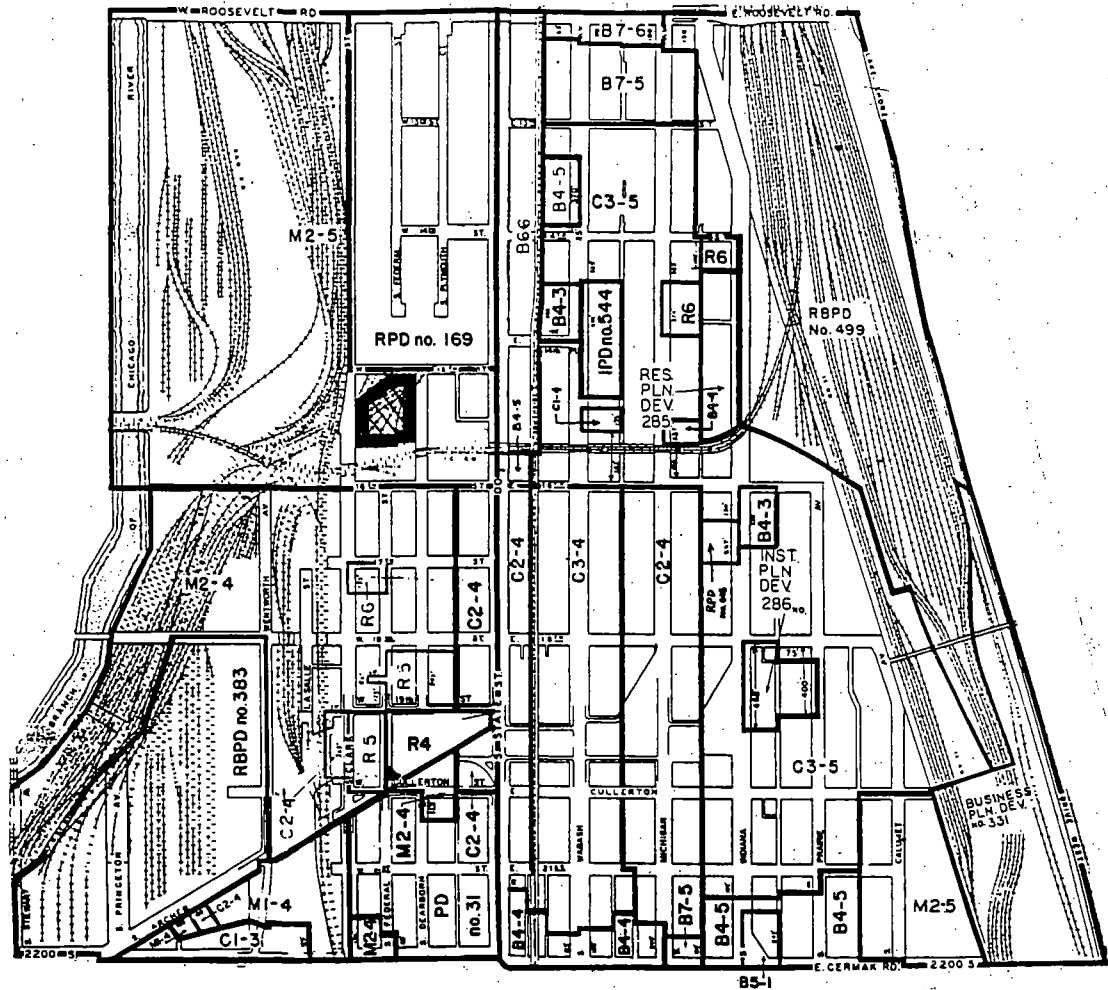
4 berths.

Maximum Height:

In substantial conformance with
the Building Elevations.

*Reclassification Of Area Shown On Map Number 5-M.
(Application Number 12177)*

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

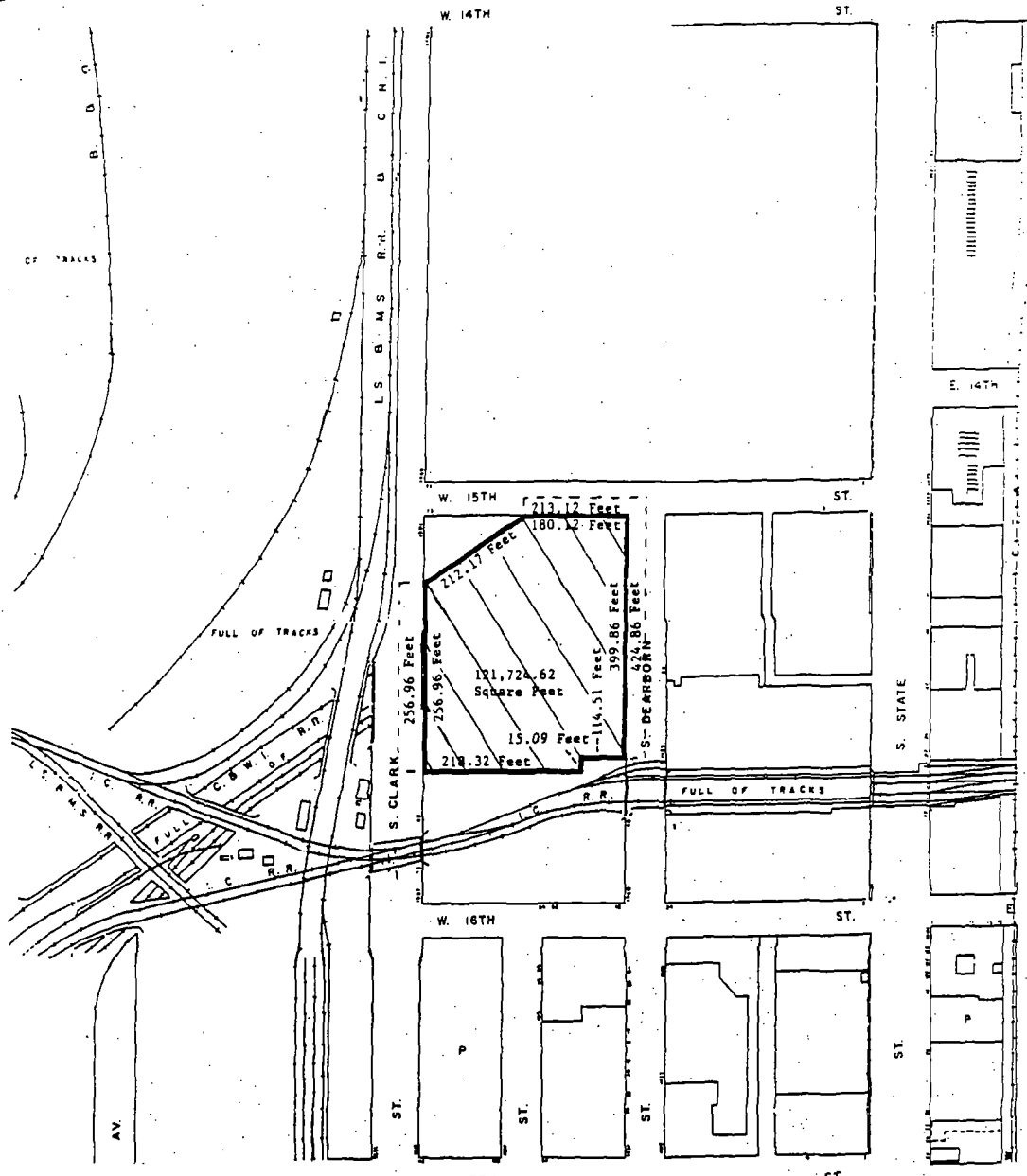


EXISTING ZONING MAP

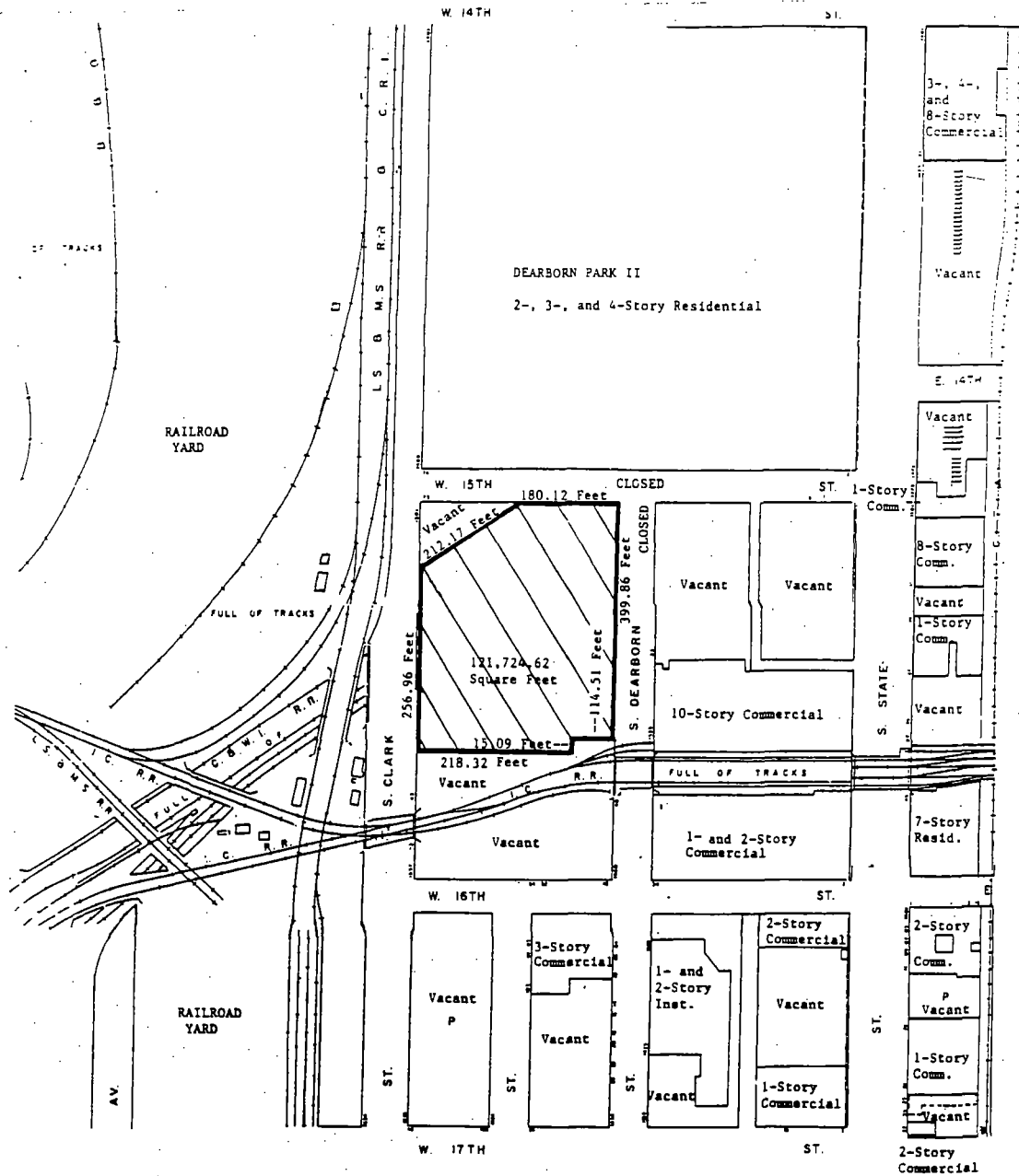
Applicant: JDL Development Corporation
 1333 North Kingsbury Street
 Chicago, Illinois 60622
 Date: July 30, 1997

Legend: Subject Property
 Zoning Boundaries

Planned Development Boundary And
Property Line Map.

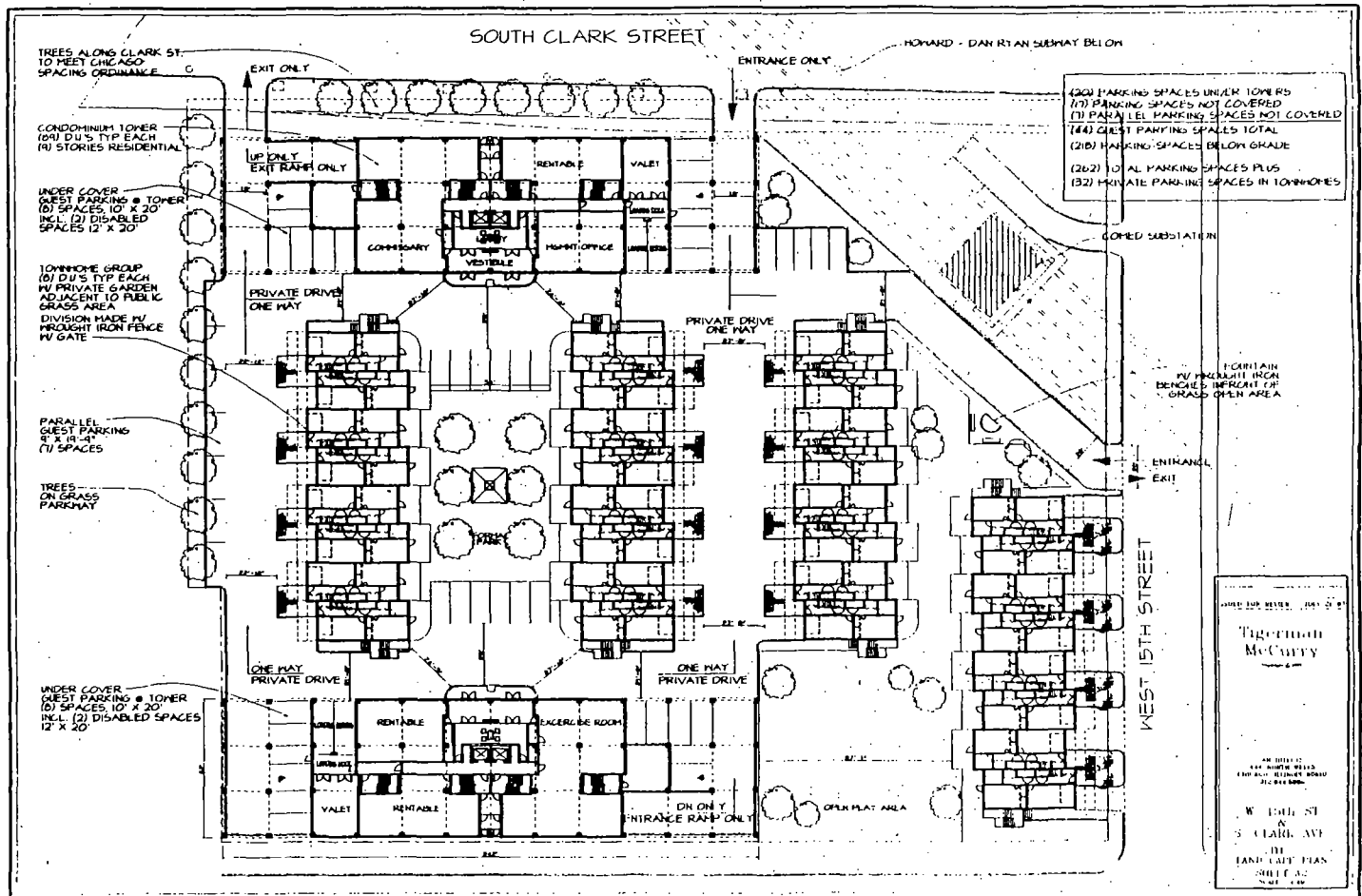


Existing Land-Use Map.

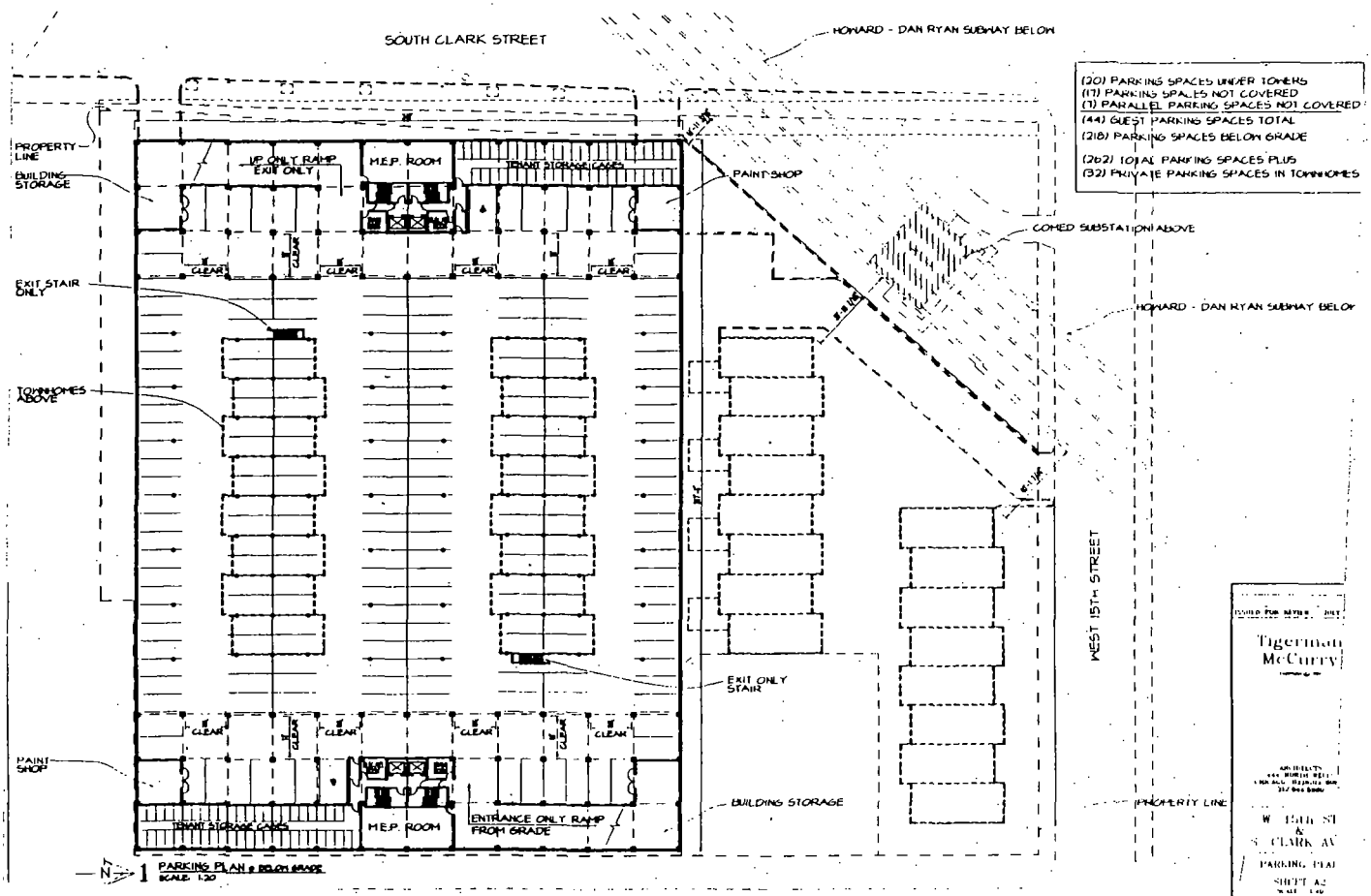


Site/Landscape Plan.

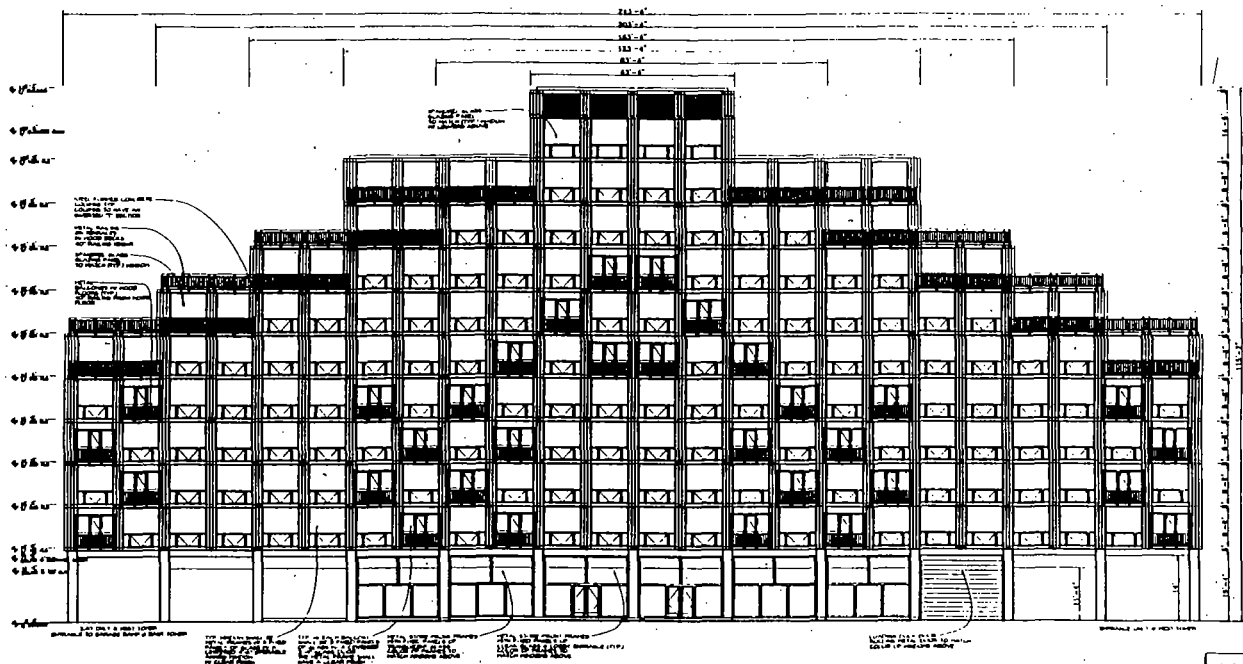
P. 1136



Parking Plan.



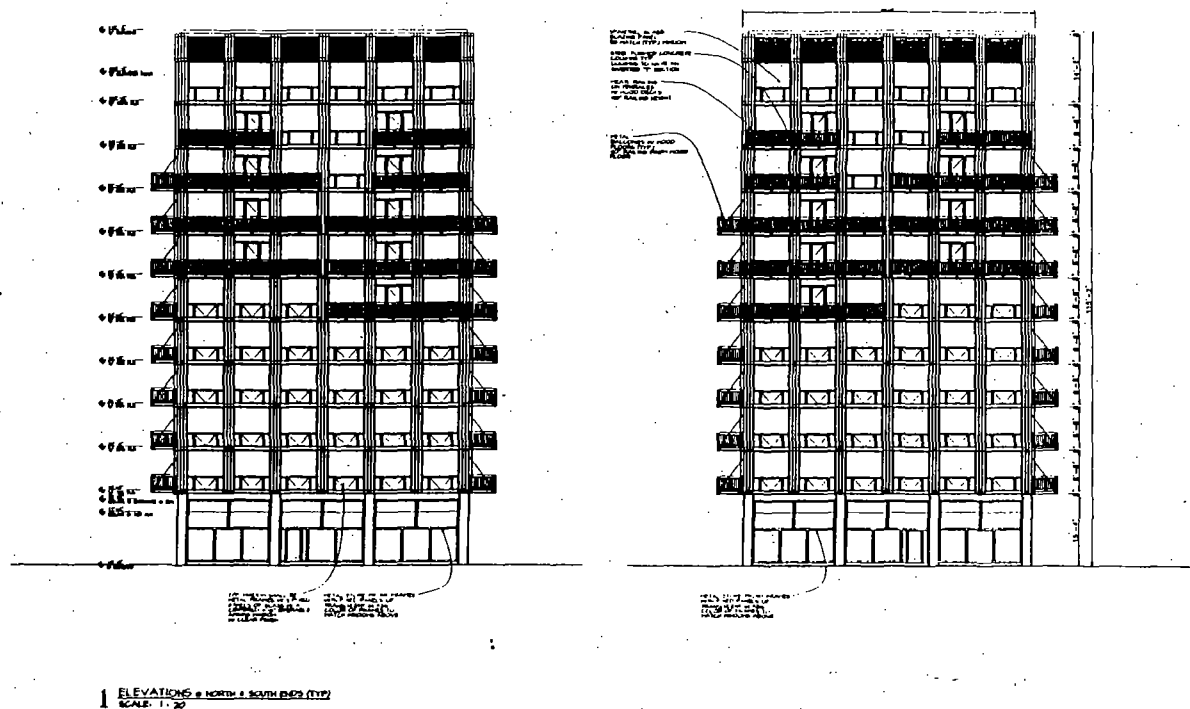
Building Elevations.
(Page 1 of 4)



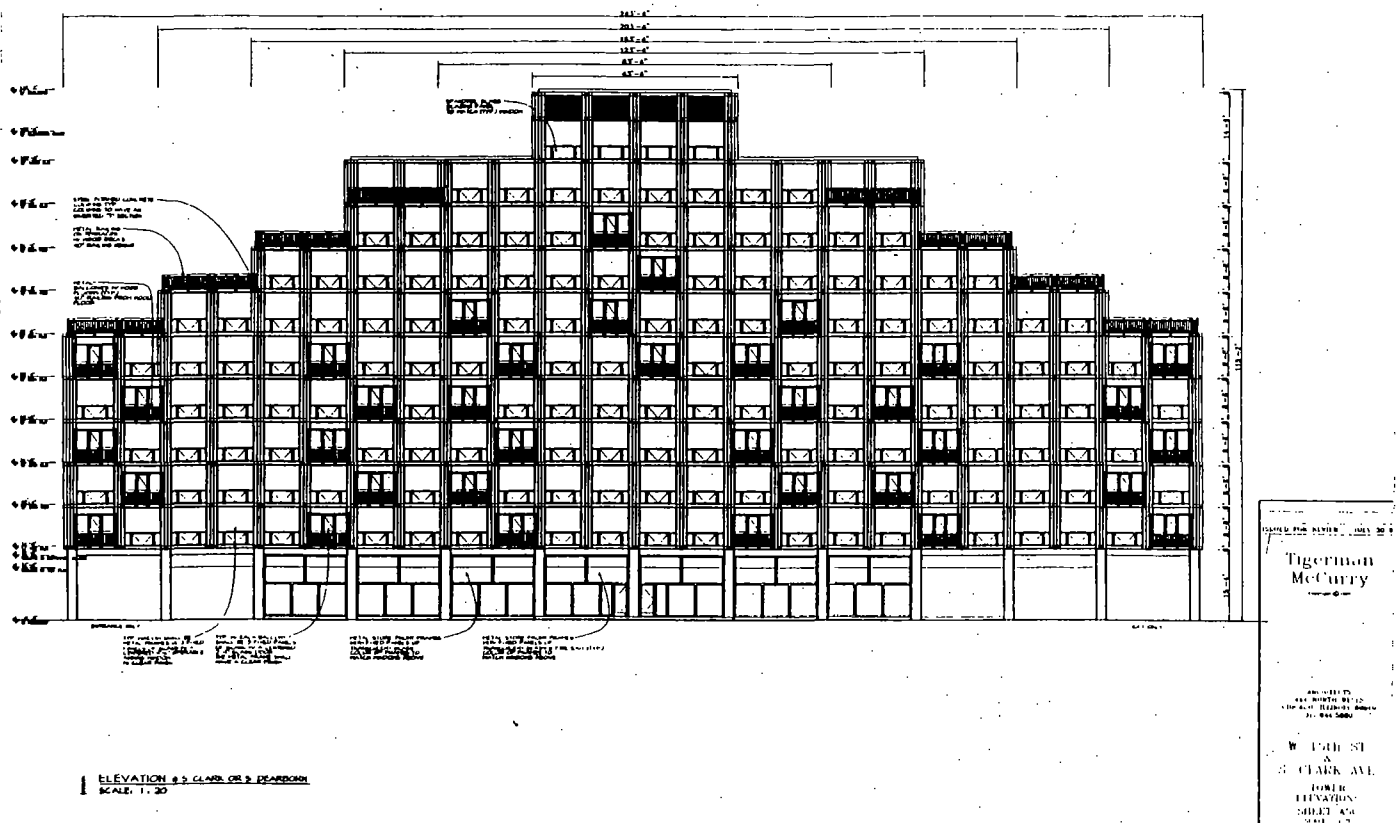
1 ELEVATION & LOBBY ENTRANCE (TYP.)
SCALE: 1/4" = 1'-0"

DESIGNED FOR REVIEW: JUNE 1997
**Tigerman
McCurry**
 ARCHITECTS
 400 NORTH CLARK
 CHICAGO, ILLINOIS 60610
 312.555.1000
 W 15TH ST
 S. CLARK AVE.
 LOWER ELEVATION
 LOBBY ENTRANCE
 SHEET A0

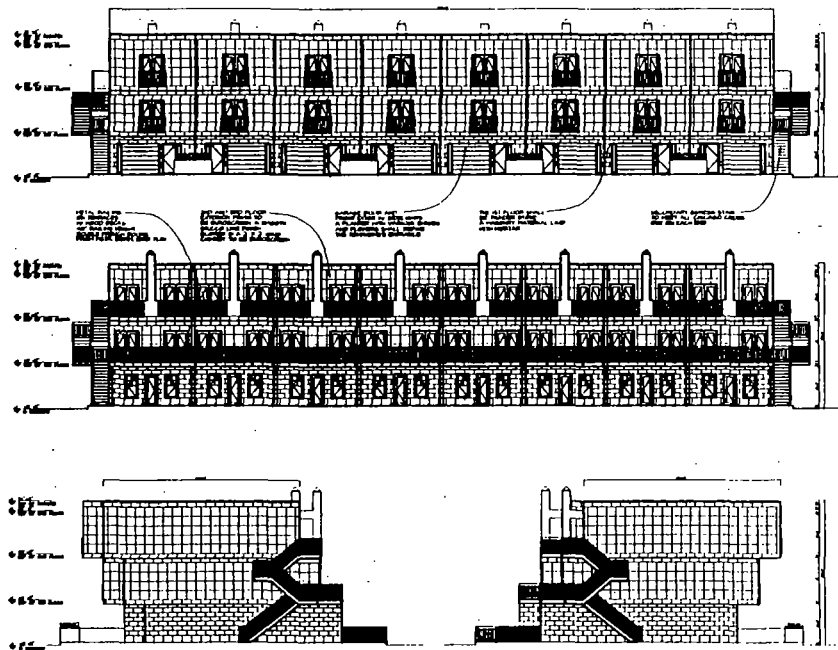
Building Elevations:
(Page 2 of 4).



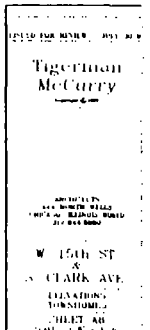
Building Elevations.
(Page 3 of 4)



Building Elevations.
(Page 4 of 4)



1 ELEVATIONS & SECTIONS (TYP.)
SCALE 1" = 30'



(Continued from page 54960)

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B2-1 Restricted Retail District symbols and indications as shown on Map Number 5-M in the area bounded by:

the alley next north of and parallel to West North Avenue; North McVicker Avenue; West North Avenue; and a line 132.57 feet west of North McVicker Avenue,

to those of a B5-1 General Service District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

*Reclassification Of Area Shown On Map Number 7-H.
(Application Number A-3763)*

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M1-4 Restricted Manufacturing District and Residential Planned Development Number 536 symbols and indications as shown on Map Number 7-H in the area bounded by:

West Oakdale Avenue; the public alley next east of and parallel to North Wolcott Avenue (or a line 357.88 feet east of and parallel to North Wolcott Avenue); the public alley next south of and parallel to West Oakdale Avenue; and a line 332.88 feet east of and parallel to North Wolcott Avenue,

to those of an R4 General Residence District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

*Reclassification Of Area Shown On Map Number 20-B.
(Application Number 12176)*

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B4-2 Restricted Service District symbols and indications as shown on Map Number 20-B in the area bounded by:

East 79th Street; a line 82.25 feet east of South Kingston Avenue; the alley next south of and parallel to East 79th Street; and South Kingston Avenue,

to those of a B4-3 Restricted Service District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

AGREED CALENDAR.

Alderman Burke moved to *Suspend the Rules Temporarily* for the purpose of including in the Agreed Calendar a series of resolutions presented by The Honorable Richard M. Daley, Mayor, and Aldermen Granato, Steele, Beavers, Dixon, Frias, Burke, Jones, Rugai, Troutman, Munoz, Zalewski, Solis, Ocasio, E. Smith, Suarez, Colom, Giles, Allen, Laurino and Bernardini. 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 Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Frias, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 47.

Nays -- None.

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

Sponsored by the elected city officials named below, respectively, said Agreed Calendar resolutions, as adopted, read as follows (the italic heading in each case not being a part of the resolution):

Presented By

THE HONORABLE RICHARD M. DALEY, MAYOR:

TRIBUTE TO LATE MR. SAMUEL W. NOLAN.

WHEREAS, The members of this chamber were deeply saddened to learn of the death of Samuel W. Nolan; and

WHEREAS, During his long and distinguished career in law enforcement, Mr. Nolan became the first African-American to head the Chicago Police Department, as acting superintendent in 1979; and

WHEREAS, After joining the Police Department in 1945, Mr. Nolan spent three years as a foot patrol officer and ten years as a robbery detective before being promoted to head of the department's human relations unit and later as the department's deputy superintendent for community relations; and

WHEREAS, Mr. Nolan's commitment to public safety continued as he served as commissioner of public safety for the City of Chicago, undersheriff of Cook County and director of investigations for the Office of the Illinois Attorney General; and

WHEREAS, Mr. Nolan's dedication to the community was equally apparent outside of the workplace; and

WHEREAS, A participant in numerous community and civic organizations, Mr. Nolan served on the boards of Loyola University of Chicago, the Illinois Humane Society and the Institute of Urban Life. He was also active in the Conference of Christians and Jews and was a past president of the Park Manor Little League; and

WHEREAS, Mr. Nolan's dedication, devotion and hard work shall serve as an example to us all; and

WHEREAS, His love of life and his ability to live it to the fullest endeared Mr. Nolan to his family, friends and all who knew him, and enabled him to enrich their lives in ways they will never forget; and

WHEREAS, To his wife, Agnes; his sons, Stephen, Phillip and David; nine grandchildren; and eight great-grandchildren, Mr. Nolan passes on all the fine qualities he himself possessed in abundance; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled this twenty-eighth day of October, 1997, do hereby commemorate Samuel W. Nolan for his fruitful life and do hereby extend our most sincere condolences to his family; and

Be It Further Resolved, That suitable copies of this resolution be presented to the family of Samuel W. Nolan as tokens of our esteem and admiration.

*WELCOME EXTENDED TO FIRST DEPUTY MAYOR
JACQUES DOMINATI AND DELEGATION
FROM PARIS, FRANCE ON THEIR
VISIT TO CHICAGO.*

WHEREAS, Paris, France, the "City of Lights", has for centuries been a world hub of art, commerce, entertainment, fashion, fine dining, literature, philosophy and scholarship; and

WHEREAS, The City of Chicago is proud to be a sister city to Paris; and

WHEREAS, The City Council of the City of Chicago is honored today to receive a delegation that has journeyed to Chicago from Paris on a sister cities' mission; and

WHEREAS, Chicago welcomes this distinguished delegation from Paris, which consists of Paris' First Deputy Mayor, Jacques Dominati; his assistant, Patricia Didion; council member and deputy mayor, Richard Kubicz; council member and deputy mayor, Marie Chantel Bach; civil engineer and general director of the "Association de Diffusions des Techniques Municipales", Didier Dely; general director of the International Relations Department, Henri Vignal; and member of the International Relations Department, Jean-Francois Barbaux; and

WHEREAS, We, the Mayor and members of the City Council of the City of Chicago, on behalf of all the citizens of Chicago, renew our pledge of

hospitality and friendship and express our hope that the visit of this delegation be most productive and enjoyable; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled this twenty-eighth day of October, 1997, do hereby congratulate Paris First Deputy Mayor Jacques Dominati and his delegation on their good work in promoting warm and productive relations between the two great sister cities of Paris and Chicago; and

Be It Further Resolved, That suitable copies of this resolution be presented to Paris First Deputy Mayor Jacques Dominati and his delegation as a sign of our esteem, good wishes and hospitality.

Presented By

ALDERMAN STEELE (6th Ward):

TRIBUTE TO LATE MRS. PATRICIA MOORE-WILEY.

WHEREAS, God in his infinite wisdom and judgment has called to her eternal reward Patricia Moore-Wiley, beloved citizen and friend, October 22, 1997; and

WHEREAS, Born in Chicago April 3, 1942, to William O. Moore and Grace Bolden-Moore, Patricia attended Gillespie Elementary School, Calumet High School and Wilson Junior College. She had a long and distinguished career as an accountant, working at Illinois Central for some three decades; and

WHEREAS, Patricia Moore-Wiley was highly visible and active in her grateful community. Among her many activities was that as treasurer for Alderman John O. Steele. She was widely known and respected throughout the 6th Ward and beyond, primarily for her fund-raising efforts on behalf of such great organizations as Operation PUSH and the National Association for the Advancement of Colored People. She also worked tirelessly for neighborhood businesses, voluntarily raising money to help pay employees who otherwise would have been momentarily suspended or out of work. Her civic mindedness led her to participate in the campaigns and elections of Roland Burris, the first African-American elected to statewide office in Illinois, and of Harold Washington, Chicago's first African-American Mayor; and

WHEREAS, Patricia Moore-Wiley leaves to cherish her memory her husband, Robert Wiley, whom she married in November, 1969; their

daughter, Kenya; her stepson, Tony; stepmother, Doris; sisters, Sandra and Debi; brothers, Bill and Gregory; and a host of other relatives and friends; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this twenty-eighth day of October, 1997, A.D., do hereby express our sorrow on the passing of Patricia Moore-Wiley, 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 Patricia Moore-Wiley.

Presented By

ALDERMAN BEAVERS (7th Ward):

**CONGRATULATIONS EXTENDED TO IMAM SIDNEY R. SHARIF,
MRS. ESTHER D. SHARIF AND SOUTH SHORE ISLAMIC
COMMUNITY CENTER FOR OUTSTANDING
COMMUNITY SERVICE.**

WHEREAS, The South Shore Islamic Community Center at 2672 -- 2674 East 75th Street was established in 1995, and in two short years has become an inspired and inspiring institution in Chicago's great South Shore community; and

WHEREAS, The South Shore Islamic Community Center was founded by the husband/wife team of Imam Sidney R. Sharif and Esther D. Sharif. Their enthusiasm and drive led almost immediately to the razing of two buildings adjacent to their establishment which had been havens for drug sellers and abusers; and

WHEREAS, Esther D. Sharif and Imam Sidney R. Sharif have proceeded to create a nurturing environment for prayer and meditation, and also for self- and community-improvement, working singly and with other organizations on various successful food programs, clean-up campaigns, projects and counseling for young and old, and anti-crime programs. The South Shore community, and indeed the City of Chicago as an entity, are proud of the presence of the South Shore Islamic Community Center in our midst; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this twenty-eighth day of October, 1997,

A.D., do hereby express our gratitude and our congratulations to Imam Sidney R. Sharif, Esther D. Sharif and the South Shore Islamic Community Center for the Center's outstanding contributions to its community and we wish them continuing success and fulfillment; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Imam Sidney R. Sharif and Esther D. Sharif.

Presented By

ALDERMAN DIXON (8th Ward):

TRIBUTE TO LATE MR. EDWARD ALLEN, JR.

WHEREAS, God in his infinite wisdom and judgment has called to his eternal reward Edward Allen, Jr., beloved citizen, friend and public servant; and

WHEREAS, A native of St. Louis, Missouri, Edward Allen, Jr. was born January 17, 1938 and came to Chicago at an early age, earning a Bachelor of Science and a Master of Arts in Business Administration; and

WHEREAS, Edward Allen, Jr. served his country honorably and faithfully in the United States Army Corps of Engineers and spent many years as a housing developer, taking part in the construction of such developments as the Dr. Martin Luther King, Jr. Plaza, Damen Courts, Madison Terrace, the Francis Josephine Bridges Apartments, the Douglas Boulevard Substantial, and many other rehabilitation projects. More recently, he worked for the government of Cook County in the Department of Planning and Development; and

WHEREAS, Edward Allen, Jr. leaves to cherish his life his loving wife, Marie B.; three devoted children, Jennifer L., Jonathan E. and Jason E.; one brother, Melvin (Cliffie); four sisters, Barbara Jean, June Vaughn, Soreen (Jesse) West and Robbie; a sister-in-law, Inell; and a host of other relatives and friends; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this twenty-eighth day of October, 1997, A.D., do hereby express our sadness on the passing of Edward Allen, Jr. and extend to his family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Mrs. Edward Allen, Jr. and family.

TRIBUTE TO LATE MRS. ROMANCE NORWOOD.

WHEREAS, God in his infinite wisdom and judgment has called to her her eternal reward Romance Norwood, beloved citizen and friend, October 11, 1997; and

WHEREAS, Born in Mississippi, May 26, 1921, the former Romance Braxton grew up in the South and on December, 1942, in Mariana, Arkansas, she married Nile O. Norwood, Sr.. Their blessed union endured until his death December 22, 1989; and

WHEREAS, Romance Norwood was a loving mother and wife and exuded love not only to her family but to the many people whom she reached out and touched; and

WHEREAS, Romance Norwood leaves to cherish her memory three children, Niles, Jr., Johnnie (Mary) and Ramona; nine grandchildren; three great-grandchildren; two sisters, Moziner Braxton and Ada Johnson; one brother, Daniel Braxton, Jr.; and a host of other relatives and friends; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago gathered here this twenty-eighth day of October, 1997, A.D., do hereby express our sorrow on the passing of Romance Norwood 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 Romance Norwood.

*CONGRATULATIONS EXTENDED TO CHRIST TEMPLE
CATHEDRAL ON ITS EIGHTIETH ANNIVERSARY.*

WHEREAS, Christ Temple Cathedral, located at 62 West 111th Place in the City of Chicago, was organized in 1917 and today celebrates its eightieth year; and

WHEREAS, This church has served its membership and the City of Chicago in a solid and commendable way; and

WHEREAS, Christ Temple Cathedral has endorsed among its many standards of excellence the goal of encouraging, assisting, and inspiring men and women, boys and girls of the City of Chicago to aspire for higher goals in life through the practice of acceptance of Godly principles and teaching; and

WHEREAS, From the membership of Christ Temple Cathedral have evolved through the years many noteworthy citizens including political leaders, ministers, of the gospel, teachers, lawyers, doctors and other professional people who have dedicated themselves to enhance our society through their efforts and commitment; now, therefore,

Be It Resolved, That the City of Chicago acknowledge, with honor, this milestone in the existence of this church and give special commendation for the many ministries for upbuilding society that the church is involved in; and

Be It Further Resolved, That this resolution of proclamation be presented to the pastor, Bishop Emery Lindsay and his congregation on this very auspicious occasion with the assurance from the City of Chicago that we stand willing to assist you as you continue to promote stability and reliability in our society through your ministries.

CONGRATULATIONS EXTENDED TO REVEREND DR. RENEE A. LA COUR-HARRIS AND "FEED MY SHEEP" MINISTRIES ON ITS FIRST ANNIVERSARY AND FEBRUARY, 1998 DECLARED "FEED MY SHEEP" MINISTRIES MONTH IN CHICAGO".

WHEREAS, In February, 1997, the Reverend Dr. Renee A. LaCour-Harris founded the "Feed My Sheep" Ministries at 840 East 89th Street in Chicago's great 8th Ward. "Feed My Sheep" is a non-profit Christian-Evangelistic Ministry which for the past year has inspired many through praying, teaching, singing, counseling and servicing people of all ages, races and denominations; and

WHEREAS, "Feed My Sheep" Ministry consists of a church building, its parking lot, a baptismal pool and a banquet hall and is designed to create a physical atmosphere conducive to spiritual fulfillment. Under the stewardship of the Reverend Dr. Renee A. LaCour-Harris, and in collaboration with Cluster Missionary Baptist Church, 7201 South Emerald Avenue, Minister Velma Green, Pastoral Overseer, many Christian men

and women have been influenced in their calling, devotion and commitment to the highest religious principals of goodwill, love and harmony; and

WHEREAS, In the first year of its existence, "Feed My Sheep" Ministry has been a towering influence in its grateful community; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here in assembly, do hereby express our gratitude and best wishes to the Reverend Dr. Renee A. LaCour-Harris and her "Feed My Sheep" Ministries in this first year of an outstanding spiritual mission, and in that regard do hereby declare that February, 1998, be known as "'Feed My Sheep' Ministries Month in Chicago"; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to "Feed My Sheep" Ministries.

*GRATITUDE EXTENDED TO COACH CHARLES STIMPSON AND
HIRSCH HIGH SCHOOL CHAMPIONSHIP BASKETBALL
TEAM OF 1973 AND SUNDAY, OCTOBER 12, 1997
DECLARED "HIRSCH HIGH SCHOOL 1973
BASKETBALL CHAMPIONS REUNION
DAY IN CHICAGO".*

WHEREAS, On Sunday, October 12, 1997, their many friends and fans gathered at a special twenty-four year reunion celebration to honor the 1973 championship basketball team from Hirsch High School; and

WHEREAS, Anyone who saw that thrilling championship playoff game between the Hirsch High "Huskies" and the outstanding team from New Trier East, March 24, 1973, can vividly remember the magnificent victory taken by the Hirsch Huskies, who with a score of 65-51 brought home Hirsch's first ever Class AA state basketball championship trophy; and

WHEREAS, Under the dynamic leadership of Coach Charles Stimpson, Hirsch's first championship basketball team began to form with the freshmen of 1969, who with dedication and application channeled their natural talent into rare teamwork and, thanks to intense coaching, grew together into a body of strength and common purpose; and

WHEREAS, Following their years at Hirsch, many of the team members went on to play basketball in such colleges as the University of Michigan, Illinois State University, Lincoln University and Knoxville College. In 1977, the Golden State Warriors drafted Ricky Green in the first round, the Los Angeles Lakers drafted John Robinson in the fourth round, and Joshua

Smith received an invitation to the Lakers' training camp. Michael "Bart" Mathews and Greg Jones furthered their basketball careers in the European league in Austria, and other have entered many different fields of endeavor; and

WHEREAS, Despite the many paths Hirsch's 1973 championship team members have taken over the years, they have remained a close group with the camaraderie they evinced as champions twenty-four years ago. The October 12th reunion proves their enduring team spirit; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here in assembly, do hereby pay tribute to the Hirsch High School "Huskies" Basketball Team of 1973, who became Class AA Illinois State Basketball Champions and brought much glory to their school and their proud city, and in that regard we salute Coach Charles Stimpson and the 1973 Championship Team members:

Gregory "Pete" Allen

Gregory Jones

Shannon Bowens

Mike "Bart" Mathews

Robert Brooks (in memoriam)

Reece Morgan

Reginald Brownlee

John Robinson

Frank Byrd

Morris Ross

Rodrick Cook

Gordon Smith

Ricky Green

Joshua Smith

Carl Henderson

Michael Turner

; and

Be It Further Resolved, That Sunday, October 12, 1997, be declared "Hirsch High School 1973 Basketball Champions Reunion Day in Chicago"; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the Hirsch High School 1973 AA Illinois State Basketball Championship Team.

Presented By

ALDERMAN OLIVO (13th Ward):

TRIBUTE TO LATE MR. JOHN H. BEGLEY.

WHEREAS, God in his infinite wisdom has called John H. Begley to his eternal reward; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Frank J. Olivo; and

WHEREAS, As the beloved husband of Helen M.; devoted son of the late Henry and the late Josephine; fond brother of the late Madeline; dear brother-in-law of Katherine; and cherished uncle and great-uncle of many nieces and nephews, John H. Begley 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 twenty-eighth day of October, 1997, do hereby express our sorrow on the death of John H. Begley and extend to his family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of John H. Begley.

TRIBUTE TO LATE MR. GERALD J. CONNOLLY.

WHEREAS, God in his infinite wisdom has called Gerald J. Connolly to his eternal reward; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Frank J. Olivo; and

WHEREAS, As the beloved husband of Charmaine; loving father of Cheri, Gerald, Jr., Sean, Colleen, Garrett and the late Elizabeth and Michael; fond grandfather of nine; dearest brother of John, Robert, Joseph, William, Patricia, Elizabeth, the late James, and the late Margaret; and uncle of many nieces and nephews, Gerald J. Connolly 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 twenty-eighth day of October, 1997, do hereby express our sorrow on the death of Gerald J. Connolly and extend to his family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Gerald J. Connolly.

TRIBUTE TO LATE MRS. JOSEPHINE L. COOK.

WHEREAS, God in his infinite wisdom has called Josephine L. Cook to her eternal reward; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Frank J. Olivo; and

WHEREAS, As the beloved mother of Daniel; dearest aunt of John; great-aunt of Kevin and Katie; and having possessed many cherished friends, Josephine L. Cook 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 twenty-eighth day of October, 1997, do hereby express our sorrow on the death of Josephine L. Cook and extend to her family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Josephine L. Cook.

TRIBUTE TO LATE MR. EDWARD S. GRZENIA.

WHEREAS, God in his infinite wisdom has called Edward S. Grzenia to his eternal reward; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Frank J. Olivo; and

WHEREAS, As the beloved husband of Ruth; loving father of Kristen, Timothy and James; dearest grandfather of Matthew, Kevin, Amanda,

Elizabeth, Randy, Brenda, David and Theresa; fond brother of Helen; and dear uncle of many nieces and nephews, Edward S. Grzenia 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 twenty-eighth day of October, 1997, do hereby express our sorrow on the death of Edward S. Grzenia and extend to his family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Edward S. Grzenia.

TRIBUTE TO LATE MR. THOMAS J. KELLY.

WHEREAS, God in his infinite wisdom has called Thomas J. Kelly to his eternal reward; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Frank J. Olivo; and

WHEREAS, As the beloved husband of the late Mary; loving father of Thomas and James; cherished grandfather of Erin, Patrick, Mary Kate, Brigid, Colleen and Mike; fond brother of John, the late William, the late Mary Jane, the late Rosemary and the late Donald; and dearest friend of Marilyn Moore, Thomas J. Kelly 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 twenty-eighth day of October, 1997, do hereby express our sorrow on the death of Thomas J. Kelly and extend to his family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Thomas J. Kelly.

TRIBUTE TO LATE MRS. ROSA LONVINELLO.

WHEREAS, God in his infinite wisdom has called Rosa Lonvinello to her eternal reward; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Frank J. Olivo; and

WHEREAS, As the beloved wife of Michael; loving mother of Salvatore and Ines; dear grandmother of Maurizio; fond sister of Concettina, Mita, Elvira, Basilio and the late Giuseppina; and dear aunt of many nieces and nephews, Rosa Lonvinello 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 twenty-eighth day of October, 1997, do hereby express our sorrow on the death of Rosa Lonvinello and extend to her family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Rosa Lonvinello.

TRIBUTE TO LATE MRS. MARY L. MCCAIN.

WHEREAS, God in his infinite wisdom has called Mary L. McCain to her eternal reward; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Frank J. Olivo; and

WHEREAS, As the beloved wife of the late William; loving mother of Joanne; dearest grandmother of Rhonda, Matthew and the late Debra; fond sister of Robert; and dear aunt of many nieces and nephews, Mary L. McCain 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 twenty-eighth day of October, 1997, do hereby express our sorrow on the death of Mary L. McCain and extend to her family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Mary L. McCain.

TRIBUTE TO LATE MRS. DOLORES J. MOLEK.

WHEREAS, God in his infinite wisdom has called Dolores J. Molek to her eternal reward; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Frank J. Olivo; and

WHEREAS, As the beloved wife of Eugene; cherished mother of Margaret and Christine; devoted daughter of Katherine and the late Joseph; fond sister of Eleanor, Robert and the late Genevieve; and dear aunt of many nieces and nephews, Dolores J. Molek 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 twenty-eighth day of October, 1997, do hereby express our sorrow on the death of Dolores J. Molek and extend to her family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Dolores J. Molek.

TRIBUTE TO LATE MRS. JULIA OSTROWSKI.

WHEREAS, God in his infinite wisdom has called Julia Ostrowski to her eternal reward; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Frank J. Olivo; and

WHEREAS, As the beloved wife of the late Stephen; loving mother of Ronald; fond grandmother of Beth; dear sister of Marcella, the late Florian and the late Leonard; and cherished aunt of Bob, Donna, Sandy, Thea, Bill, Diane, and the late Edward, Julia Ostrowski 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 twenty-eighth day of October, 1997, do hereby express our sorrow on the death of Julia Ostrowski and extend to her family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Julia Ostrowski.

TRIBUTE TO LATE MR. MAURICE G. WELSH.

WHEREAS, God in his infinite wisdom has called Maurice G. Welsh to his eternal reward; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Frank J. Olivo; and

WHEREAS, As the beloved husband of Dorothy; loving father of James, Claire, Michael, Edward, Jean and the late Cathleen; and dearest grandfather of Natheanel, Harmony, Silas, Amber and Collin, Maurice G. Welsh 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 twenty-eighth day of October, 1997, do hereby express our sorrow on the death of Maurice G. Welsh and extend to his family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Maurice G. Welsh.

*CONGRATULATIONS EXTENDED TO MR. AND MRS.
RAY O'CONNOR ON THEIR FIFTIETH
WEDDING ANNIVERSARY.*

WHEREAS, Mr. and Mrs. Ray O'Connor recently celebrated their golden wedding anniversary on September 28, 1997; and

WHEREAS, The Chicago City Council has been informed of this momentous occasion by Alderman Frank J. Olivo; and

WHEREAS, May Mr. and Mrs. Ray O'Connor's shining example of faith and love in each other and their family serve as an inspiration to one and all; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this twenty-eighth day of October, 1997, do hereby congratulate Mr. and Mrs. Ray O'Connor and wish them all the best in the years to come; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Mr. and Mrs. Ray O'Connor.

*CONGRATULATIONS EXTENDED TO EUGENE AND KATHERINE
PANNARALLA ON THEIR FIFTIETH WEDDING
ANNIVERSARY.*

WHEREAS, Eugene and Katherine Pannaralla celebrated their golden wedding anniversary on September 12, 1997; and

WHEREAS, The Chicago City Council has been informed of this historical and momentous occasion by Alderman Frank J. Olivo; and

WHEREAS, Eugene and Katherine Pannaralla are the loving parents of Gerald, Kenneth, Teresina, Rocco, Eugene, Pamala, Catherine, Jill and Geoffrey; and the proud grandparents of Amy, Mark Eileen, Erin, Jennifer, Kenny, Anthony, Lisa, Joseph, Rocco, Rachel, Adria, Amanda, Michael, Gina, Kirsten, Daniel, Alyssa, Kyle and Amber; and

WHEREAS, Eugene and Katherine have spent the last fifty years in loving and caring devotion to one another and their family, truly exemplifying the spirit of their marriage vows, and as such are richly deserving of this celebration marking this milestone in their lives; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this twenty-eighth day of October, 1997, do hereby express our heartiest congratulations to Eugene and Katherine Pannaralla on the very happy occasion of their fiftieth wedding anniversary, and join with their family members and friends in wishing them many more years of conjugal bliss; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Eugene and Katherine Pannaralla.

*CONGRATULATIONS EXTENDED TO SAINT TURIBIUS
PARISH ON ITS SEVENTIETH ANNIVERSARY.*

WHEREAS, Saint Turibius will celebrate seventy years of service to the community as a parish; and

WHEREAS, The Chicago City Council has been informed of Saint Turibius' outstanding dedication to religion and education by Alderman Frank J. Olivo; and

WHEREAS, Father Smyk celebrated the first mass for Saint Turibius on July 3, 1927, in the assembly hall of Peck School; and

WHEREAS, Finally in May of 1928, the "new" church and school for the parish known as Saint Turibius was blessed by Father Francis Kulinskis; and

WHEREAS, From the past through the present, Saint Turibius has been a vital bastion of faith and education to the entire community; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this twenty-eighth day of October, 1997, do hereby congratulate Saint Turibius Parish on this momentous occasion and wish Saint Turibius continued success in the future; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Saint Turibius Parish.

Presented By

ALDERMAN BURKE (14th Ward):

TRIBUTE TO LATE MS. FAYE DEUTSCH-BARON.

WHEREAS, Faye Deutsch-Baron has been called to eternal life by the wisdom of God at the age of ninety-four; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Edward M. Burke; and

WHEREAS, Faye Deutsch-Baron was born on June 15, 1903, in Russia, the daughter of Morris and Anna Aryeff, nee Belofsky; and

WHEREAS, A longtime resident of Chicago and Philadelphia, Faye Deutsch-Baron was the beloved wife of the late Professor Edward Baron and The Honorable Sidney D. Deutsch; and

WHEREAS, Edward Baron was a professor of diplomatic history at Temple University in Philadelphia; and

WHEREAS, Her first husband, Sidney D. Deutsch served as the Treasurer of the City of Chicago under the late Mayor Richard J. Daley and was also a former alderman and ward committeeman of the 24th Ward; and

WHEREAS, Sidney D. Deutsch also served as a member of the Cook County Board of Commissioners and as the chairman of the Finance Committee of the Cook County Boards; and

WHEREAS, An accomplished painter, Faye Deutsch-Baron was also active in many charitable and political organizations; and

WHEREAS, In 1948, Faye Deutsch-Baron assisted her husband, Sidney D. Deutsch, when he served as chairman of Adlai E. Stevenson's Illinois gubernatorial campaign; and

WHEREAS, Faye Deutsch-Baron was the devoted mother of Earl A. Deutsch, Elaine Rubens and Bruce Baron; and

WHEREAS, Faye Deutsch-Baron was the loving grandmother of six and great-grandmother of thirteen; and

WHEREAS, Faye Deutsch-Baron was the fond sister of Mildred Dechter, Jeanette Reiner and the late Joseph and Benjamin Arden; and

WHEREAS, For fifty years, Faye Deutsch-Baron was the owner and operator of the Burnham Building Currency Exchange in Chicago; and

WHEREAS, To her surviving relatives including her two sons, Earl A. Deutsch and Bruce Baron; her daughter, Elaine Rubens; her two sisters, Midred Dechter and Jeanette Reiner, Faye Deutsch-Baron imparts a legacy of faithfulness, service and dignity; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, assembled this twenty-eighth day of October, 1997, do hereby commemorate Faye Deutsch-Baron for her grace-filled life and do hereby extend our condolences to her family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Faye Deutsch-Baron.

*TRIBUTE TO LATE REVEREND MONSIGNOR
FRANCES A. BRACKIN.*

WHEREAS, The Reverend Monsignor Francis A. Brackin has been called to eternal life by the wisdom of God at the age of eighty-five; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, The Reverend Monsignor Francis A. Brackin was born in the City of Chicago and was the devoted son of the late Peter and Elizabeth Brackin; and

WHEREAS, The Reverend Monsignor Francis A. Brackin was ordained a priest on April 3, 1937 by George Cardinal Mundelein; and

WHEREAS, The Reverend Monsignor Francis A. Brackin was a respected member of the Chicago presbyterate who served five archbishops in Chicago before his retirement; and

WHEREAS, Throughout his sixty years as a priest, the Reverend Monsignor Francis A. Brackin held many important posts in the Roman Catholic Archdiocese of Chicago including that of vicar general under John Cardinal Cody and Joseph Cardinal Bernardin; and

WHEREAS, In 1960, the Reverend Monsignor Francis A. Brackin oversaw construction of the Quigley Preparatory Seminary South and the Niles College seminary and served for many years as procurator at Quigley; and

WHEREAS, In his retirement, the Reverend Monsignor Francis A. Brackin had resided in Dowagiac, Michigan; and

WHEREAS, The Reverend Monsignor Francis A. Brackin will be dearly missed by his many friends, neighbors, and priests of the Archdiocese of Chicago on whom he has left an indelible mark; and

WHEREAS, To his many nieces and nephews the Reverend Monsignor Francis A. Brackin imparts a legacy of faithfulness, service and dignity; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, assembled this twenty-eighth day of October, 1997, do hereby commemorate the Reverend Monsignor Francis A. Brackin for his grace-filled life and do hereby extend our condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of the Reverend Monsignor Francis A. Brackin.

*TRIBUTE TO LATE HONORABLE
JOHN D. BRADY.*

WHEREAS, The Honorable John D. Brady has been called to eternal life by the wisdom of God at the age of fifty; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, The Honorable John D. Brady was the beloved husband of Nora Brady, nee O'Malley; and

WHEREAS, The Honorable John D. Brady was the devoted son of Jack and Marge Brady of Marion, Ohio; and

WHEREAS, The Honorable John D. Brady was the dear brother of Timothy, Kevin, Terry and Joel Brady; and

WHEREAS, A resident of Chicago, The Honorable John D. Brady was a graduate of John Marshall Law School and a former prosecutor and public defender; and

WHEREAS, The Honorable John D. Brady was a former supervisor of Branch 66, for the Cook County States Attorney's Office; and

WHEREAS, The Honorable John D. Brady had served tirelessly and ably as an associate Cook County Circuit Court Judge since 1988; and

WHEREAS, A dedicated public servant, The Honorable John D. Brady first served in the 1st Municipal District, where he presided over traffic cases and preliminary hearings; and

WHEREAS, In 1989, The Honorable John D. Brady was assigned to the night Narcotics Court in Criminal Court, where he presided over seventy-five jury trials; and

WHEREAS, In 1992, The Honorable John D. Brady was assigned to the day division of Criminal Court; and

WHEREAS, The Honorable John D. Brady was a man of great ability and dedication who brought honor to himself and his community; and

WHEREAS, The Honorable John D. Brady will be dearly missed by his many relatives, friends and colleagues; and

WHEREAS, To his wife, Nora; his parents, Jack and Marge; and his four brothers, Timothy, Kevin, Terry and Joel, The Honorable John D. Brady imparts a legacy of faithfulness, service and dignity; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, assembled this twenty-eighth day of October, 1997, do hereby commemorate The Honorable John D. Brady for his grace-filled life and do hereby extend 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 John D. Brady.

TRIBUTE TO LATE HONORABLE JOHN B. CARROLL.

WHEREAS, The Honorable John B. Carroll has been called to eternal life by the wisdom of God at the age of seventy-one; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, The Honorable John B. Carroll was a distinguished and respected member of his community; and

WHEREAS, A River Forest resident of sixty years, The Honorable John B. Carroll was a former village trustee of the near west suburb; and

WHEREAS, The Honorable John B. Carroll served as a member of the River Forest Police and Fire Commission; and

WHEREAS, The Honorable John B. Carroll was a prominent real estate developer whose work included the sale of the final parcel of land on which the Sears Tower was built; and

WHEREAS, A native of neighboring Oak Park, The Honorable John B. Carroll graduated from Oak Park-River Forest High School in 1944; and

WHEREAS, During World War II, The Honorable John B. Carroll served in the Pacific Theater on the crew of the aircraft carrier U.S.S. Princeton; and

WHEREAS, The Honorable John B. Carroll was a man of great ability and dedication who brought honor to himself and his community; and

WHEREAS, The Honorable John B. Carroll will be dearly missed by his many relatives, friends and colleagues; and

WHEREAS, To his wife, Therese Kennedy Carroll; his seven daughters, Ann Purdom, Corinne McQuilken, Elizabeth Hassey, Joan Pfeuffer, Mary Rogers, Florence Sarabia and Cathrine Carroll; his three sons, Joseph, John B. and Timothy Carroll; his sister, Joan Erickson; his sixteen grandchildren; and one great-grandchild, The Honorable John B. Carroll imparts a legacy of faithfulness, service and dignity; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, assembled this twenty-eighth day of October, 1997, do hereby commemorate The Honorable John B. Carroll for his grace-filled life and do hereby extend 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 John B. Carroll.

TRIBUTE TO LATE MR. JAMES W. HALEAS, SR.

WHEREAS, James W. Haleas, Sr. has been called to eternal life by the wisdom of God at the age of eighty-three; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, James W. Haleas, Sr. was born on October 26, 1913, in the City of Chicago; and

WHEREAS, James W. Haleas, Sr. attended Roosevelt University and was a 1946 graduate of John Marshall Law School; and

WHEREAS, James W. Haleas, Sr. was a practicing attorney and a man of great ability and dedication who brought honor to himself and his profession; and

WHEREAS, In May of 1971, James W. Haleas, Sr. founded the Bridgeview Bank and Trust Company in suburban Bridgeview, Illinois; and

WHEREAS, James W. Haleas, Sr. served as a trust officer, a member of the board of directors and as chairman of the board of the Bridgeview Bank and Trust Company; and

WHEREAS, In service to others, James W. Haleas, Sr. was a member of AMVETS; and

WHEREAS, James W. Haleas, Sr. will be dearly missed by his many relatives, friends and colleagues; and

WHEREAS, To his devoted wife of fifty-four years, Dorothy; his daughter, Donna Rogers; his brother, Peter; his two sisters, Helen Johnson and Catherine Meske; his three grandchildren; and his many nieces and nephews, James W. Haleas, Sr. imparts a legacy of faithfulness, service and dignity; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, assembled this twenty-eighth day of October, 1997, do hereby commemorate James W. Haleas, Sr. for his grace-filled life and do hereby extend our condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of James W. Haleas, Sr.

TRIBUTE TO LATE MR. EDWARD D. HEGARTY

WHEREAS, Edward D. Hegarty has been called to eternal life by the wisdom of God at the age of sixty-two; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, A distinguished and respected public servant, Edward D. Hegarty headed the Chicago Bureau of the Federal Bureau of Investigation; and

WHEREAS, Edward D. Hegarty had served tirelessly and ably for thirty years with the Federal Bureau of Investigation, including a four-year tenure as the bureau chief of the Chicago office of the Federal Bureau of Investigation; and

WHEREAS, Edward D. Hegarty led the Operation Greyhound investigations of judicial corruption in Cook County and spearheaded probes into the terrorist activities of the FALN and into seven Chicago-area poisoning deaths caused by Tylenol capsules laced with cyanide; and

WHEREAS, Born in Chicago, Edward S. Hegarty began working as a night clerk for the Federal Bureau of Investigation while he was still a student at DePaul University; and

WHEREAS, At the time of his retirement, Edward D. Hegarty had worked in thirty-nine of the Federal Bureau of Investigation's fifty-nine field offices as well as in Miami, Philadelphia, San Francisco and Washington; and

WHEREAS, Edward D. Hegarty served as second in command of the Cleveland office of the Federal Bureau of Investigation and headed bureaus in Baltimore and Springfield before coming to Chicago in 1982; and

WHEREAS, Following his retirement from the Federal Bureau of Investigation, Edward D. Hegarty served as director of internal affairs for Bally Manufacturing Corporation and as a managing director for Hilton Hotels Corporation; and

WHEREAS, Edward D. Hegarty will be dearly missed by his many relatives, friends and colleagues; and

WHEREAS, To his wife of thirty-five years, Jean; his son, John; and his two brothers, John and Robert, Edward D. Hegarty imparts a legacy of faithfulness, service and dignity; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, assembled this twenty-eighth day of October, 1997, do hereby commemorate Edward D. Hegarty for his grace-filled life and do hereby extend our condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Edward D. Hegarty.

TRIBUTE TO LATE MR. BERNARD A. JUDGE.

WHEREAS, Bernard A. Judge has been called to eternal life by the wisdom of God at the age of ninety-two; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, Bernard A. Judge was born in Ireland and emigrated from his native Dublin to Chicago in 1929; and

WHEREAS, Bernard A. Judge worked in a variety of jobs during the Great Depression before he was hired as a salesman by the Metropolitan Life Insurance Company; and

WHEREAS, Bernard A. Judge was promoted to serve as assistant regional manager of the Metropolitan Life Insurance Company before he retired in the 1960s; and

WHEREAS, Following his retirement, Bernard A. Judge left his Oak Park home and traveled around the world, selling insurance to Americans who were living abroad; and

WHEREAS, In his youth, Bernard A. Judge served as a messenger for the Irish patriots during the 1916 Easter uprising against British rule; and

WHEREAS, Bernard A. Judge was one of sixteen children, four of whom were involved in the struggle that ended with Irish independence in 1921; and

WHEREAS, Bernard A. Judge was the father of Bernard M. Judge, a prominent Chicago journalist and editor; and

WHEREAS, Bernard A. Judge was man of great ability and dedication who brought honor to himself and his community; and

WHEREAS, Bernard A. Judge will be dearly missed by his many relatives, friends and colleagues; and

WHEREAS, To his son, Bernard M.; his two daughters, Mary Suzanne Supina and Catherine Gallagher; his nine grandchildren, Bernard A. Judge imparts a legacy of faithfulness, service and dignity; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, assembled this twenty-eighth day of October, 1997, do hereby commemorate Bernard A. Judge for his grace-filled life and do hereby extend our condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Bernard A. Judge.

TRIBUTE TO LATE HONORABLE HELEN KINNEY.

WHEREAS, The Honorable Helen Kinney has been called to eternal life by the wisdom of God at the age of seventy-six; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Edward M. Burke; and

WHEREAS, The Honorable Helen Kinney was a distinguished and respected member of her community; and

WHEREAS, The Honorable Helen Kinney was the first woman ever to be elected a DuPage County Circuit Court judge; and

WHEREAS, A summa cum laude graduate of DePaul University College of Law, The Honorable Helen Kinney began her legal career in private practice; and

WHEREAS, The Honorable Helen Kinney was the first female assistant state's attorney in DuPage County, serving in that office from 1962 to 1969; and

WHEREAS, The Honorable Helen Kinney became a clerk in the 2nd District of the Illinois Appellate Court; and

WHEREAS, The Honorable Helen Kinney was elected as a representative to the 1970 Illinois Constitutional Convention, convened to draft a new state constitution; and

WHEREAS, In that most important role, The Honorable Helen Kinney served on the Judiciary Committee and is credited with being one of the principal advocates of maintaining the system of elected judges; and

WHEREAS, During her career as a judge, The Honorable Helen Kinney presided over criminal and civil actions, and received the Lex Legio Award of the DePaul College of Law and the Award of Recognition of the Illinois Associate Judges Association; and

WHEREAS, The Honorable Helen Kinney also served as a vice chairwoman of the Judiciary Committee of the Illinois Judicial Conference during 1985 and 1986; and

WHEREAS, To her husband, Lester R.; her two daughters, Suzanne Canby and Marcia Kinney-Kadle; and her three grandchildren, The Honorable Helen Kinney imparts a legacy of faithfulness, service and dignity; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, assembled this twenty-eighth day of October, 1997, do hereby commemorate The Honorable Helen Kinney for her grace-filled life and do hereby extend 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 Helen Kinney.

TRIBUTE TO LATE MR. WILLIAM S. OGDEN.

WHEREAS, William S. Ogden has been called to eternal life by the wisdom of God at the age of sixty-nine; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, William S. Ogden was a distinguished and respected member of the financial community; and

WHEREAS, William S. Ogden was a banker credited with helping save Continental Illinois National Bank & Trust Co. from insolvency after its collapse in 1984; and

WHEREAS, A resident of Stamford, Connecticut, William S. Ogden was a graduate of Rutgers University; and

WHEREAS, During World War II, William S. Ogden was served in the United States Marine Corps; and

WHEREAS, William S. Ogden began his banking career at Chase Manhattan Bank's predecessor and steadily rose through the ranks; and

WHEREAS, William S. Ogden served as chief financial officer and as vice chairman of Chase Manhattan Bank, as well as a director of its holding company, Chase Manhattan Corporation; and

WHEREAS, In 1984, William S. Ogden retired from Chase Manhattan Bank and was appointed by the Federal Deposit Insurance Corporation to head Continental Illinois Corporation along with John E. Swearingen, the former chairman of Standard Oil of Indiana; and

WHEREAS, Under the prudent leadership of William S. Ogden and John E. Swearingen, the bank extricated itself from financial turmoil within six months; and

WHEREAS, In 1987, William S. Ogden left the bank which was later acquired by Bank of America; and

WHEREAS, In 1992, William S. Ogden founded a small investment firm, Inter-Atlantic Capital Partners and served as its chairman; and

WHEREAS, William S. Ogden was a founder of the Institute of International Finance in Washington, D.C., and served as its chairman from 1984 to 1986; and

WHEREAS, William S. Ogden served as a director of both the Council of the Americas and the Americas Society; and

WHEREAS, William S. Ogden was a man of great ability and dedication who brought honor to himself and his community; and

WHEREAS, William S. Ogden will be dearly missed by his many relatives, friends and colleagues; and

WHEREAS, To his wife, Marian; his son, William S. Ogden, Jr.; and his daughter, Dana Ogden Welles, William S. Ogden imparts a legacy of faithfulness, service and dignity; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, assembled this twenty-eighth day of October, 1997, do hereby commemorate William S. Ogden for his grace-filled life and do hereby extend our sincere condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of William S. Ogden.

TRIBUTE TO LATE HONORABLE EDWARD PRICE.

WHEREAS, The Honorable Edward Price has been called to eternal life by the wisdom of God at the age of eighty-nine; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, A longtime resident of the Rogers Park neighborhood, The Honorable Edward Price was a distinguished and respected member of his community; and

WHEREAS, A graduate of Western Military Academy in Alton and the University of Illinois in Champaign, The Honorable Edward Price received his law degree from DePaul University in 1932; and

WHEREAS, The Honorable Edward Price was elected Republican Committeeman of the 49th Ward in 1952, a post he held until his retirement in 1976; and

WHEREAS, In 1963, Governor Otto Kerner appointed The Honorable Edward Price to serve on the Illinois Commerce Commission; and

WHEREAS, From 1966 to 1968, The Honorable Edward Price later served as secretary-treasurer of the Cook County Forest Preserve District; and

WHEREAS, For thirteen years, The Honorable Edward Price served as legal counsel for the Illinois Department of Education and Registration; and

WHEREAS, A dedicated and tireless public servant, The Honorable Edward Price later served in the Illinois Secretary of State's Department of Consumer Fraud; and

WHEREAS, Since his retirement in 1976, The Honorable Edward Price has lived in Fort Lauderdale, Florida; and

WHEREAS, To his devoted wife, Marion; his three sons, Allan, Steven and Richard; as well as his seven grandchildren, The Honorable Edward Price imparts a legacy of faithfulness, service and dignity; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, assembled this twenty-eighth day of October, 1997, do hereby commemorate the Honorable Edward Price for his grace-filled life and do hereby extend 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 Edward Price.

TRIBUTE TO LATE HONORABLE JOHN F. THORNTON.

WHEREAS, The Honorable John F. Thornton has been called to eternal life by the wisdom of God at the age of eighty-three; and

WHEREAS, The Chicago City Council has been informed of this passing by Alderman Edward M. Burke; and

WHEREAS, The Honorable John F. Thornton was a man of great ability and dedication who brought honor to himself and his community; and

WHEREAS, The Honorable John F. Thornton was the beloved husband of LaVergne M. Thornton, nee Cassidy; and

WHEREAS, The Honorable John F. Thornton was the devoted father of John F., Jr., Gail R., Maureen T. Smith, Margaret D. Mountford and Joseph G.; and

WHEREAS, A dedicated public servant, The Honorable John F. Thornton was a retired Cook County Circuit Court judge and a former attorney for the Chicago Fire Department; and

WHEREAS, The Honorable John F. Thornton will be dearly missed by his many relatives, friends and colleagues; and

WHEREAS, To his wife, LaVergne M.; his two sons, John F., Jr. and Joseph G.; his three daughters, Gail R., Maureen T. Smith and Margaret D. Mountford; as well as his eleven grandchildren, The Honorable John F. Thornton imparts a legacy of faithfulness, service and dignity; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, assembled this twenty-eighth day of October, 1997, do hereby commemorate The Honorable John F. Thornton for his grace-filled life and do hereby extend 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 John F. Thornton.

TRIBUTE TO LATE MR. CURTIS W. VOLKAMER.

WHEREAS, Curtis W. Volkamer has been called to eternal life by the wisdom of God at the age of eighty-six; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, Curtis W. Volkamer was a distinguished and respected member of his community; and

WHEREAS, Curtis W. Volkamer served as chief fire marshal for the Chicago Fire Department from 1966 to 1973; and

WHEREAS, A lifelong resident of the northwest side, Curtis W. Volkamer joined the Chicago Fire Department in 1935; and

WHEREAS, Curtis W. Volkamer was a past president of the International Association of Fire Chiefs and traveled to Australia, Greece, England and New Zealand as a speaker; and

WHEREAS, Curtis W. Volkamer also served as a past president of the Illinois Fire Chiefs Association; and

WHEREAS, During World War II, Curtis W. Volkamer was stationed in Europe and was awarded the Purple Heart and the Bronze Star; and

WHEREAS, Curtis W. Volkamer was a man of great ability and dedication who brought honor to himself and his community; and

WHEREAS, Curtis W. Volkamer will be dearly missed by his many relatives, friends and colleagues; and

WHEREAS, To his son, Dale, and his five grandchildren, Curtis W. Volkamer imparts a legacy of faithfulness, service and dignity; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, assembled this twenty-eighth day of October, 1997, do hereby commemorate Curtis W. Volkamer for his grace-filled life and do hereby extend our condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Curtis W. Volkamer.

TRIBUTE TO LATE MRS. MARIE WEGNER.

WHEREAS, Marie Wegner has been called to eternal life by the wisdom of God at the age of seventy-six; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Edward M. Burke; and

WHEREAS, Marie Wegner was born on February 2, 1921, in the City of Chicago; and

WHEREAS, Marie Wegner was the devoted daughter of Joseph and Julia Culka, nee Babicz; and

WHEREAS, Marie Wegner was the beloved wife of Walter Wegner; and

WHEREAS, Marie Wegner was the loving mother of Patricia Coffey, Anthony, Carmela Lewkow, Christopher, Colette Buehler and Marion Wegner; and

WHEREAS, Marie Wegner will be dearly missed by her many relatives, friends and neighbors; and

WHEREAS, To her husband, Walter; her three sons, Anthony, Christopher and Marion; her three daughters, Patricia Coffey, Camela Lewkow and Colette Buehler; her three sisters; her twelve grandchildren; and two great-grandchildren, Marie Wegner imparts a legacy of faithfulness, service and dignity; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, assembled this twenty-eighth day of October, 1997, do hereby commemorate Marie Wegner for her grace-filled life and do hereby extend our condolences to her family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Marie Wegner.

*CONGRATULATIONS EXTENDED TO MR. JAMES HOOP
ON HIS INDUCTION INTO TILDEN TECH
ALUMNI ASSOCIATION HALL OF
FAME.*

WHEREAS, James "Red" Hoop was officially inducted into the Tilden Tech Alumni Association Hall of Fame on October 24, 1997; and

WHEREAS, The Chicago City Council has been informed of this auspicious occasion by Alderman Edward M. Burke; and

WHEREAS, Tilden Tech, located at 4747 South Union Avenue in Chicago, was an all-male high school from 1917 to 1967; and

WHEREAS, James "Red" Hoop is a 1951 graduate of Tilden Tech and played quarterback for the Blue Devils varsity football team; and

WHEREAS, James "Red" Hoop played trumpet for the Tilden Tech school band; and

WHEREAS, While stationed in Germany as a member of the United States 7th Army, James "Red" Hoop played starting halfback and led the 142nd group football team to a division championship; and

WHEREAS, During a thirty-five year career as a Chicago police officer, James "Red" Hoop received many meritorious commendations and was a member of the Chicago Police Department Drum and Bugle Corps; and

WHEREAS, Following his retirement from the police force in 1992, James "Red" Hoop served in the private sector as co-owner of King Builders, Inc./Royal Meadows Developers; and

WHEREAS, James "Red" Hoop and his wife, Gerry, have been married for thirty-seven years and have a son, James, III; and

WHEREAS, James "Red" Hoop is a man of great ability and dedication who has brought honor to himself, his family and his community; and

WHEREAS, James "Red" Hoop was officially inducted into the Tilden Tech Alumni Association Hall of Fame on October 24, 1997 at a ceremony held at Lexington House, 7715 West 95th Street in Hickory Hills; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council hereby congratulate James "Red" Hoop on the occasion of his induction into the Tilden Tech Alumni Association Hall of Fame and extend every good wish for his continued happiness and prosperity; and

Be It Further Resolved, That a suitable copy of this resolution be presented to James "Red" Hoop.

Presented By

**ALDERMAN BURKE (14th Ward) And
ALDERMAN RUGAI (19th Ward):**

TRIBUTE TO LATE MRS. TRUDI F. DRESSEL.

WHEREAS, Trudi F. Dressel has been called to eternal life by the wisdom of God at the age of sixty; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Edward M. Burke and Alderman Virginia Rugai; and

WHEREAS, Trudi F. Dressel, nee Hilbert, was the loving wife of Allan J. Dressel for thirty-eight years; and

WHEREAS, Trudi F. Dressel was the devoted mother of Laure Thomas, Julie Stahl, Joy Stahl, Kara, David and Matthew Dressel; and

WHEREAS, Trudi F. Dressel was the daughter-in-law of the late Herman J. Dressel, a pioneer in the bakery business and a partner in Dressel's Bakeries; and

WHEREAS, For twenty-five years, Trudi F. Dressel served with tireless dedication as a teacher for the Chicago Board of Education; and

WHEREAS, Trudi F. Dressel was a member of the choir of Christ the King Church in Chicago; and

WHEREAS, A longtime resident of the south side, Trudi F. Dressel was a past president of the Ridge Beverly Homeowners Association; and

WHEREAS, Trudi F. Dressel will be dearly missed by her many relatives, friends and neighbors; and

WHEREAS, To her husband, Allan J.; her two sons, David and Matthew; her four daughters, Laure Thomas, Julie Stahl, Joy Stahl and Kara; her twelve grandchildren; and her eleven nieces and nephews, Trudi F. Dressel 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 twenty-eighth day of October, 1997, do hereby commemorate Trudi F. Dressel for her grace-filled life and do hereby extend our condolences to her family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Trudi F. Dressel.

Presented By

ALDERMAN JONES (15th Ward):

TRIBUTE TO LATE MR. ERIC DWAYNE KYSER.

WHEREAS, God in his infinite wisdom has called to his eternal reward Eric Dwayne Kyser, beloved citizen and friend; and

WHEREAS, Born in Chicago May 5, 1975, Eric Dwayne Kyser attended Saint Basil and Henderson Elementary Schools and ultimately graduated from Tilden High School; and

WHEREAS, A talented singer, Eric Dwayne Kyser was pursuing a career in Rap Music and the Rap star "Twister" was currently promoting and directing his efforts; and

WHEREAS, Eric Dwayne Kyser leaves to mourn his special friend, Dorthea Brown; and their daughter, Kayla; his parents, William and Delores Kyser; three sisters, Valencia Kyser Owens, Kimberly Kyser and Delores Kyser; one nephew, Tureese Jackson; one niece, Jasmine Junior; other relatives and many friends; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this twenty-eighth day of October, 1997, A.D., do hereby express our sorrow on the passing of Eric Dwayne Kyser, and extend to his 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 Eric Dwayne Kyser.

Presented By

ALDERMAN COLEMAN (16th Ward):

TRIBUTE TO LATE MR. WILLIAM A. WARMACK.

WHEREAS, God in his infinite wisdom and goodness has removed from us our friend, William A. Warmack (better known as Jr.); and

WHEREAS, He will long be remembered by his family and friends; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council, this twenty-eighth day of October, 1997, do hereby extend our deep and sincere sympathy to the entire family in their loss. May you always rely on him who will heal all sorrow.

The best of friends must sometimes part

And yet we do not see,

The hand of God writing still

From eternity;

For us it is trying to understand

That our friends must go,

But in the final resurrection

All of us will know;

In our parting there is a blessing

That we do not see,

The ones that leave us here

Are better off than we

; and

Be It Further Resolved, That a copy of this resolution be presented to his mother, Margaret.

Presented By

ALDERMAN RUGAI (19th Ward):

**CONGRATULATIONS EXTENDED TO DR. JOHN L. ARCHIBALD
ON HIS RETIREMENT FROM MEDICAL PROFESSION.**

WHEREAS, Dr. John L. Archibald has retired at age seventy-nine, ending an outstanding fifty-four year medical career; and

WHEREAS, The Chicago City Council has been made aware of this event by Alderman Virginia A. Rugai; and

WHEREAS, Dr. John L. Archibald is one of the south side's most popular and respected physicians; and

WHEREAS, The career of Dr. Archibald celebrated his practice of "slow medicine", taking the time to carefully listen to each of his patient's ailments; and

WHEREAS, Bishop Raymond E. Goedart, Chicago Archdiocese, praised Dr. Archibald's community involvement, saying "I consider Jack Archibald one of the finest human beings, he is a tireless worker for his church and charities; and

WHEREAS, Both in medical practice, and in his and his wife Evelyn's charitable efforts, Dr. John Archibald truly makes the community a better place to live; and

WHEREAS, Evelyn Archibald, John's wife of fifty-four years, their eleven children and their many grandchildren and great-grandchildren, will enjoy the extra time Dr. John Archibald will now be able to spend with his family; now, therefore,

Be It Resolved, That the Chicago City Council, gathered here in meeting on this twenty-eighth day of October, 1997, do hereby salute Dr. John L. Archibald for his long career of service and wish him well for a happy retirement; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Dr. John L. Archibald.

*CONGRATULATIONS EXTENDED TO OFFICER
GEORGE BROWN, JR. ON HIS RETIREMENT
FROM CHICAGO POLICE DEPARTMENT.*

WHEREAS, George E. Brown, Jr. has announced his retirement effective September 11, 1997, after thirty-one years of dedicated service to the Chicago Police Department; and

WHEREAS, The Chicago City Council has been informed of this occasion by Alderman Virginia A. Rugai; and

WHEREAS, Officer Brown began his career with the Chicago Police Department on October 25, 1965 and has worked his way up the ranks being promoted to position of detective assigned to Area 2 Detective Unit and Personnel Division; and

WHEREAS, Officer Brown, during his long and distinguished career, was the recipient of thirty-three Honorable Mentions and two Complimentary Letters; and

WHEREAS, Officer Brown was born on June 2, 1939, he was raised in Chicago where he graduated from Dunbar High School; and

WHEREAS, Officer Brown served in the United States Air Force and received an Honorable Discharge; and

WHEREAS, Officer Brown, throughout his career, upheld the finest traditions of the Chicago Police Department and was respected for his character, intelligence and courage by all who served with him; now, therefore,

Be It Resolved, That the Mayor and members of the Chicago City Council, in meeting this twenty-eighth day of October, 1997, do hereby congratulate and pay tribute to Officer George Brown, Jr. for his thirty-one years of devoted service to the citizens of Chicago; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Officer George Brown, Jr.

*CONGRATULATIONS EXTENDED TO OFFICER
WALTER GRODECKI ON HIS RETIREMENT
FROM CHICAGO POLICE
DEPARTMENT.*

WHEREAS, Walter Grodecki has announced his retirement effective November 3, 1997 after twenty-five years of dedicated service to the Chicago Police Department; and

WHEREAS, The Chicago City Council has been informed of this occasion by Alderman Virginia A. Rugai; and

WHEREAS, Officer Grodecki began his career with the Chicago Police Department on October 23, 1972 working in the 18th District and the Personnel Division. During his long and distinguished career, Officer Grodecki was the recipient of thirty-five Honorable Mentions and four Complementary Letters; and

WHEREAS, Officer Grodecki was born on March 4, 1945 in Burzell, West Germany and was raised in Chicago where he graduated from Chicago Vocational High School; and

WHEREAS, Officer Grodecki is the loving husband of Lydia; and

WHEREAS, Officer Grodecki served in the United States Navy where he did a tour of duty in Viet Nam. He received an honorable discharge on December 18, 1967. Prior to working with the Chicago Police Department, Officer Grodecki worked for the Baltimore and Ohio Railroad; and

WHEREAS, Officer Grodecki, throughout his career, upheld the finest traditions of the Chicago Police Department and was respected for his character, intelligence and courage by all who served with him; now, therefore,

Be It Resolved, That the Mayor and members of the Chicago City Council, in meeting assembled his twenty-eighth day of October, 1997, do hereby congratulate and pay tribute to Officer Walter Grodecki for his twenty-five years of devoted service to the citizens of Chicago; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Officer Grodecki.

Presented By

**ALDERMAN RUGAI (19th Ward) And
ALDERMAN ALLEN (38th Ward):**

TRIBUTE TO LATE MR. JOHN D. BRADY.

WHEREAS, God in his infinite wisdom and judgment has called to his eternal reward the prominent citizen and jurist, John D. Brady, at the age of fifty years; and

WHEREAS, A lifelong Chicagoan, John D. Brady graduated from John Marshall Law School in 1974 and began working in criminal law with the Cook County Public Defender's office from 1978 to 1981. He then went to the Cook County States Attorney's office, where he worked as a prosecutor on more than seventy jury trials and on some five hundred bench trials; and

WHEREAS In June, 1988, John D. Brady was appointed by the Illinois Supreme Court to fill a vacancy in Cook County Circuit Court. He started in the First Municipal District, where he presided over traffic cases and preliminary hearings. A year later he was assigned to night Narcotics Court in Criminal Court, where he presided over some seventy-five jury trials; and in 1992, he was assigned to the day division of Criminal Court; and

WHEREAS, Judge John D. Brady will be best remembered for the fair and equitable dispatch and the sense of reason with which he handled several notorious criminal cases in the mid 1990s. He was a jurist of great compassion, widely respected for his knowledge and love of law and was a great credit to our judicial system; and

WHEREAS, Judge John D. Brady leaves to celebrate his life his wife, Nora; his parents, Jack and Marge; four brothers; other relatives and many friends; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this twenty-eighth day of October, 1997, A.D., do hereby express our sorrow on the death of John D. Brady, Associate Judge of the Cook County Circuit Court Criminal Division and extend to his family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Mrs. John D. Brady and family.

Presented By

ALDERMAN TROUTMAN (20th Ward):

TRIBUTE TO LATE MRS. ESSIE WOODS WHITEHEAD.

WHEREAS, God in his infinite wisdom and judgment has called to her eternal reward Essie Woods Whitehead, a beloved citizen and friend, October 24, 1997; and

WHEREAS, Mindful of her roots and of her community, the former Essie Woods graduated from Hyde Park High School and became a highly visible and active participant in her south side community life. Love of her heritage spurred her to promote feelings of Black pride throughout her community, and over the years she was an organizer, a fund-raiser for charitable causes, and she even worked with the community basketball team, helping to transport players to Washington Park and other playing venues; and

WHEREAS, Essie Woods Whitehead was president of the 6800 South Harper Block Club, and during her tenure supervised many beautification and anti-crime projects. In addition, she was a longtime hard-working member of the 20th Ward Regular Democratic Organization and earned the highest respect for her efforts on behalf of many grateful citizens; and

WHEREAS, Essie Woods Whitehead leaves to celebrate her many accomplishments her husband, Alfred Whitehead; one son, Alfred, Jr.; one daughter, Thelma Gather; two grandchildren, Dominique Gant and Antillio Watkins; two sisters, Carol Harriston and Audry Woods; two brothers, Harry Woods and Michael Woods; an aunt, Ernestine Gill; and a host of other relatives and friends, including her extended family within the 20th Ward Regular Democratic Organization; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this twenty-eighth day of October, 1997, A.D., do hereby express our sorrow on the passing of Essie Woods Whitehead 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 Essie Woods Whitehead.

Presented By

**ALDERMAN MUNOZ (22nd Ward)
And OTHERS:**

**CONGRATULATIONS EXTENDED TO MARIA MERCEDES PADRON
DE OLIVEROS ON HER APPOINTMENT AS VICE CONSUL
FOR COLUMBIAN CONSULATE IN CHICAGO.**

A resolution, presented by Aldermen Munoz, Granato, Frias, Solis, Ocasio, Suarez and Colom, reading as follows:

WHEREAS, The members of the Chicago City Council wish to congratulate Maria Mercedes Padron de Oliveros on her appointment to the position of Vice Consul for the Columbian Consulate in Chicago, Illinois; and

WHEREAS, Maria Mercedes Padron de Oliveros is responsible for administrative procedures for the review and approval of visas and passports; the coordination of legal support for Columbian nationals; in charge of monthly reports pertaining to finances and accounting, diplomatic documentation and operational statistics; and in the absence of the General Consul, she assumes his responsibilities; and

WHEREAS, Maria Mercedes Padron de Oliveros has served admirably in the Columbian Senate, the National Tourism Corporation of Colombia, the National Analysis Foundation, the Professional Associates, the Office of the Inspector of General Spending, and in private and governmental education in Colombia; and

WHEREAS, Maria Mercedes Padron de Oliveros received her Juris Doctor from the Universidad Libre de Colombia in Bogota and her degree in higher education from the Instituto Pedagogico Nacional in Bogota; and

WHEREAS, Maria Mercedes Padron de Oliveros has demonstrated her commitment to all Colombians, regardless of where they live, and will continue to be an asset to Colombians in Chicago; now, therefore,

Be It Resolved, That we congratulate and welcome Maria Mercedes Padron de Oliveros as Vice Consul for the Colombian Consulate in Chicago; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Maria Mercedes Padron de Oliveros with our congratulations.

Presented By

ALDERMAN ZALEWSKI (23rd Ward):

**CONGRATULATIONS EXTENDED TO MR. JOHN
J. MOONEY ON HIS BIRTHDAY.**

WHEREAS, On November 2, 1997, John J. Mooney will be celebrating his birthday; and

WHEREAS, John J. Mooney served in World War II and participated in the invasion of Normandy where he was wounded and received the Purple Heart; and was honored recently by the Regional Council of Normandy with the Jubile de la Liberte Medal; and

WHEREAS, John J. Mooney has been an active member in the 23rd Ward for over twenty years and is presently treasurer of the 23rd Ward Democratic Organization; and

WHEREAS, John J. Mooney is a dedicated family man. He was married to the late Gladys for forty-seven years; they have one daughter, Pam and a son-in-law, Tim Dryden; now, therefore,

Be It Resolved, That we, the Mayor, City Clerk James J. Laski, and members of the Chicago City Council, gathered here this twenty-eighth day of October, 1997, do hereby wish John J. Mooney a happy birthday and wish him many more; and

Be It Further Resolved, That a suitable copy of this resolution be presented to John J. Mooney.

**CONGRATULATIONS EXTENDED TO EDWARD AND
FLORENCE PRZYBYCIEN ON THEIR SIXTIETH
WEDDING ANNIVERSARY.**

WHEREAS, Edward and Florence Przybycien are celebrating their sixtieth wedding anniversary; and

WHEREAS, Edward and Florence Przybycien were married on November 27, 1937 in Valparaiso, Indiana; and

WHEREAS, Edward and Florence Przybycien have lived in the Garfield Ridge area in the 23rd Ward for the past forty-one years; and

WHEREAS, They have been blessed with three children, Elaine, Richard and Christine; six grandchildren, Michaela, Kenneth, Jason, Scott, Lisa and Michael; and six great-grandchildren, Helena, Rebecca, William, Jacob, Ryan and Sara; now, therefore,

Be It Resolved, That we, the Mayor, City Clerk James J. Laski and members of the Chicago City Council do hereby recognize and congratulate Edward and Florence Przybycien on this twenty-eighth day of October, 1997 and wish them many more years to come; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Edward and Florence Przybycien.

*CONGRATULATIONS EXTENDED TO VETERANS OF FOREIGN
WARS OF THE UNITED STATES AND ITS LADIES
AUXILIARY FOR SPONSORSHIP OF VOICE
OF DEMOCRACY PROGRAM.*

WHEREAS, The Voice of Democracy program sponsored by the Veterans of Foreign Wars of the United States and its Ladies Auxiliary is again underway; and

WHEREAS, This outstanding program, in its fifty-first year, provides a most effective opportunity for tenth, eleventh and twelfth grade students by engendering strong patriotism in these fine young people and by encouraging them to write and think and speak of their democratic heritage and of the ideals upon which this great nation was founded and thrives; and this year's theme is "My Voice In Our Democracy";

WHEREAS, The Honorable Richard M. Daley, Mayor of the City of Chicago has proclaimed November 16 -- 22, 1997 as "Voice of Democracy Week" in Chicago and has urged all citizens to take cognizance of the special events arranged for this time by the Veterans of Foreign Wars of the United States and its Ladies Auxiliary; now, therefore,

Be It Resolved, That we, the members of the City Council of the City of Chicago, gathered here this twenty-eighth day of October, 1997, A.D., do hereby offer our congratulations and best wishes to the Veterans of Foreign Wars of the United States and its Ladies Auxiliary for their sponsorship of this fine Voice of Democracy program and wish them continued success in their many contributions to our society.

Presented By

ALDERMAN SOLIS (25th Ward):

**GRATITUDE EXTENDED TO CHICAGO ALTERNATIVE POLICE
STRATEGY PROGRAM MEMBER MRS. SANDRA PALACIOS
FOR ASSISTANCE IN APPREHENSION
OF GRAFFITI SUSPECTS.**

WHEREAS, On July 27, 1997, Sandra Palacios, a married mother of three who gives much of her time and energy to the 21st District Chicago Alternative Police Strategy (C.A.P.S.) program, was instrumental in the arrest of two individuals who were suspected of a recent rash of graffiti defacement in her Bridgeport/Armour Square neighborhood; and

WHEREAS, Sandra Palacios, who holds training certification from Joint Community Police Training, has long been active on a citizen's Cellular Patrol and was riding in a van with three other citizens when her keen eye noticed the individuals acting suspiciously under a viaduct near West 28th Place and South Steward Avenue. She informed the driver, and four members of the Cellular Patrol unobtrusively observed the unsuspecting male suspects as they were literally caught in the act of defacing city property; and

WHEREAS, A Call to "911" was placed from the van, and when the suspects left the scene, the patrol followed at a safe and undetectable distance. Upon the arrival of 21st District and 9th District police, two of the three suspects were found and arrested and spray cans linking them to the defacement were recovered; and

WHEREAS, The diligence and cooperative effort of Sandra Palacios and her fellow citizens with the Chicago Police Department has contributed so greatly to Chicago's war on crime, gang violence and the scourge of graffiti; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this twenty-eighth day of October, 1997, A.D. do hereby express our gratitude and our congratulations to Sandra Palacios and her fellow citizens on Cellular Patrol for their role in apprehending suspects in this July 27 graffiti incident, as well as our best wishes for their continuing success; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Sandra Palacios.

Presented By

ALDERMAN OCASIO (26th Ward):

**CONGRATULATIONS EXTENDED TO MR. EUGENIO GOMEZ
ON HIS PERSONAL AND PROFESSIONAL
ACHIEVEMENTS.**

WHEREAS, Eugenio Gomez was born January 4, 1932 in San Lorenzo, Puerto Rico; and

WHEREAS, By the age of ten, Eugenio Gomez became part of the work force and by fifteen was responsible for six employees in the tobacco farm he worked at; and

WHEREAS, Eugenio immigrated to the United States in 1952 and went to work in a toy factory in New York for seventy-five cents an hour; and

WHEREAS, He overcame language obstacles and shortly after moving to Chicago worked for the Hilton Hotel and in 1954 was operating a barber shop out of his residence while doing volunteer work for Catholic Charities and other catholic organizations in the Spanish community; and

WHEREAS, In 1955, Eugenio was one of the first founding members of the Caballeros de San Juan; and

WHEREAS, After having sold twenty-nine houses in one year without commission, William E. Cahill, Sr. and George Ramelow, attorneys at law encouraged Eugenio to seek his real estate license and in 1965 he obtained his G.E.D. and Illinois state real estate license; and

WHEREAS, Throughout his professional career, Eugenio Gomez has achieved much success; in 1976 he sold one hundred sixteen houses out of a one hundred eighty-seven listing with 4.6 Million Dollars in sales; he was inducted in Century 21's Hall of Fame for top sales associates nationwide; and

WHEREAS, Eugenio Gomez was an advisor to Lt. Governor Neil Hartigan and in 1980 was elected "Man of the Year" by the Puerto Rican Chamber of Commerce; and

WHEREAS, He always contributed to the community volunteering work as a member of the ASPIRA board, the Puerto Rican Parade Committee, the San Juan Credit Union, the South Side Real Estate Board, the Chicago Real Estate Board, the Puerto Rican Lions Club, the Clemente Softball League, the Hispanos Unidos del Sur Softball, the United Puerto Ricans of Chicago Scholarship Fund, and other organizations; and

WHEREAS, Eugenio Gomez, a founder, past president, one time board member and presently public relations spokesperson for the United Puerto Ricans of Chicago, is retiring and moving to his native land, Puerto Rico; now, therefore,

Be It Resolved, That Mayor Richard M. Daley and the members of the City Council of Chicago congratulate Mr. Eugenio Gomez on his personal and professional achievements and wish him a happy retirement; and

Be It Further Resolved, That a suitable copy of this resolution be provided to Eugenio Gomez.

**CONGRATULATIONS EXTENDED TO MR. ELIJAH REYES
ON HIS SECOND BIRTHDAY.**

WHEREAS, Elijah Reyes was born on October 29, 1995, at Norwegian American Hospital as a healthy ten pound, twenty-four inch long baby boy; and

WHEREAS, His parents, Barbara Ortiz and Michael Reyes, were the happiest individuals on the face of the earth upon his arrival; and

WHEREAS, Elijah is a tall, energetic, astute, friendly and sweet child; and

WHEREAS, He has been blessed with caring parents that are paving Elijah a bright future; and

WHEREAS, Elijah will be surrounded by his grandparents, parents, cousins and friends celebrating his birthday during his second costume party; now, therefore,

Be It Resolved, That Mayor Richard M. Daley and we, the members of the City Council of Chicago congratulate Elijah Reyes and his parents on the commemoration of his birth; and

Be It Further Resolved, That a suitable copy of this resolution be provided to the Reyes-Ortiz family.

CONGRATULATIONS EXTENDED TO MS. SASHA PAEZ ON HER
OUTSTANDING ACADEMIC ACHIEVEMENTS.

WHEREAS, Mr. Tony Paez and Mrs. Maria Luisa Oyola are the proud parents of Sasha Piez; and

WHEREAS, Sasha Paez is a student at Prosser Career Academy; and

WHEREAS, As dedicated parents, Mr. Paez and Mrs. Oyola have been actively involved in the development of their daughter Sasha, making contributions to ensure her academic success; and

WHEREAS, Sasha graduated from grammar school with honors; and

WHEREAS, Sasha has been recognized among her peers, the Local School Council and staff of Prosser as the "Student of the Month in Science" for the month of September, 1997; and

WHEREAS, Sasha's determination will pave her a bright future; now, therefore,

Be It Resolved, That Mayor Richard M. Daley and we, the members of the City Council of the City of Chicago congratulate Sasha, on her academic achievements and commend her parents for doing a fine job on their daughter's education; and

Be It Further Resolved, That a suitable copy of this resolution be provided to the Paez-Oyola family.

Presented by

**ALDERMAN E. SMITH (28th Ward) And
ALDERMAN GILES (37th Ward):**

**CONGRATULATIONS EXTENDED TO REVEREND LLOYD C. LINDO
ON THIRTY-THIRD ANNIVERSARY AS PASTOR OF KEYSTONE
BAPTIST CHURCH.**

WHEREAS, The Reverend Lloyd C. Lindo, Pastor of The Keystone Baptist Church on Chicago's great west side, is departing for Florida after thirty-three years as one of Chicago's outstanding spiritual leaders; and

WHEREAS, An educator with degrees in theology and psychology, the Reverend Lloyd C. Lindo received his primary and secondary education in Jamaica and graduated from Northeastern Bible College, Wheaton College and George Williams Graduate School and, in his years at The Keystone Baptist Church, has inspired many young people to become doctors, lawyers, teachers, accountants, civic leaders and other professionals; and

WHEREAS, Widely respected for his civic as well as his religious and educational activities, the Reverend Lloyd C. Lindo is founding pastor and board member of the Westside Holistic Family Center, former president and board member of The National Black Evangelical Association, board member of the Conservative Baptist Home Mission Society and of The National Association of Evangelicals, and one of the founding pastors of the Westside Isaiah Plan; and

WHEREAS, As a religious leader, Reverend Lloyd C. Lindo has already led his congregation toward the 21st Century. He has put into motion the financing and building of The Keystone Community Service Center as well as the development of The Keystone Village; and

WHEREAS, Representing the strength and solidity of family life, Reverend Lloyd C. Lindo and his lovely wife, Millicent, have been married some forty years. They have three daughters, Donna Marie Blasingame, Gale Evon Lindo and Ruth Elaine Lindo-Jones; and three grandchildren, Danielle Jones and Jessica and Michael Lloyd Blasingame; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this twenty-eighth day of October, 1997, A.D., do hereby express our gratitude and our congratulations to the Reverend Lloyd C. Lindo, Pastor of The Keystone Baptist Church for thirty-three years, on his departure to Florida, and we extend to him and his family our very best wishes for continuing success and fulfillment; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the Reverend Lloyd C. Lindo.

Presented By

ALDERMAN AUSTIN (34th Ward):

**CONGRATULATIONS EXTENDED TO REVEREND
DR. DONALD L. PARSON ON HIS
FIFTIETH BIRTHDAY.**

WHEREAS, Dr. Donald L. Parson, Organizer and Pastor of Logos Baptist Assembly, 10833 S. Halsted Street on Chicago's great south side, was born September 18, 1947, and thus is celebrating his fiftieth birthday; and

WHEREAS, A native of Mississippi, Dr. Donald L. Parson accepted a call to the ministry when he as only twelve years old. He came to Chicago at an early age, and was educated at Loop (now Harold Washington) College and the University of Illinois at Chicago, and polished his religious scholarship at McKinley Theological Seminary, from which he holds a Doctorate of Divinity; and

WHEREAS, Dr. Donald L. Parson was ordained in 1959 and organized Logos Baptist Assembly in 1991. In the meantime and continuing to the present day, he has preached and taught not only in Chicago, but also in urban centers throughout the United States, including but not limited to Cleveland, Ohio; Indianapolis, Indiana; Chattanooga, Tennessee; Dallas, Texas; New Orleans, Louisiana and San Francisco, California; and

WHEREAS, Dr. Donald L. Parson is the recipient of many awards and citations, including "Pastor of the Year" from the Greater Chicago Sunday School Association, "Giant of Excellence" from Operation PUSH, and "Chicago Minister of the Year" from a citywide poll in *Church* magazine. In addition, his many friends and loyal congregation attest to his spiritual strength and scope; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here in assembly, do hereby extend our gratitude and our congratulations to the Reverend Dr. Donald L. Parson in recognition of his fiftieth birthday, and we extend to this fine spiritual leader our very best wishes for continuing success and fulfillment; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the Reverend Dr. Donald L. Parson.

Presented By

ALDERMAN GILES (37th Ward):

**GRATITUDE EXTENDED TO MRS. H. MILLICENT LINDO
FOR SERVICE TO COMMUNITY.**

WHEREAS, Eighteen years ago, Mrs. H. Millicent Lindo, through the power of God, brought into fruition a dream in the form of "The Westside Holistic Family Center"; and

WHEREAS, This woman of vision saw the need to bring to the west side of Chicago a multiplicity of programs under one roof, bringing this facility from a humble beginning of two programs, to a full building complement of twenty-one programs; and

WHEREAS, H. Millicent Lindo, herself an educator, and a strong advocate for education, attended and earned a diploma from Northeastern Bible College in Essex Falls, New Jersey; a Bachelor of Arts degree in Social Services from DePaul University in Chicago, Illinois; and earned a Master of Social Work degree from George Williams College, Graduate School of Social Work in Downers Grove, Illinois, among many other certificates and training sessions; and

WHEREAS, Mrs. Lindo and her husband, Reverend Lloyd C. Lindo, have been married for forty years, and were blessed with three daughters, Donna Marie Blasingame, Gale Evon Lindo and Ruth Elaine Lindo-Jones; and three grandchildren, Danielle Jones, Jessica Blasingame and Michael Lloyd Blasingame; and

WHEREAS, H. Millicent Lindo has received many distinguished civic and leadership awards during her eighteen years as director of Westside Holistic Family Center, but the greatest tribute of all, we feel, has been her ability "to open her arms to the poor and extend her hands to the needy." (Proverbs 31:20); and

WHEREAS, As Mrs. Lindo prepares to leave our great state to relocate in southern Florida, we join countless others in wishing Mrs. Lindo, and her beloved husband "God Speed" with our appreciation for a job well done; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled in meeting this twenty-eighth day of October, nineteen hundred and ninety-seven, do hereby honor and congratulate H. Millicent Lindo for eighteen years of service; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Mrs. H. Millicent Lindo.

Presented By

ALDERMAN ALLEN (38th Ward):

TRIBUTE TO LATE MR. IRVING A. GOTO.

WHEREAS, God in his infinite wisdom and judgment has called to his eternal reward Irving A. Goto, beloved citizen, friend and public servant, October 9, 1997, at the age of seventy-four years; and

WHEREAS, Irving A. Goto, affectionately known as "Bebe", retired as Portage Park supervisor in 1981 after having served in that capacity for over thirty-seven years. He had been supervisor during several grateful generations of users of the park and during the time Portage Park hosted some of the qualifying events for the United States' teams of the 1972 Olympics; and

WHEREAS, A lifelong resident of Chicago's great Belmont Central neighborhood, Irving A. Goto served his country honorably as a United States Marine during World War II. Active throughout the South Pacific, he was wounded in both knees and earned the Purple Heart; and

WHEREAS, Irving A. Goto leaves to celebrate his life his wife of fifty-one years, Cecilia; six daughters, Sharon Weder, Marcia Forbes, Susan Schlavone, Leslie Wells, Cathy Lanasa and Melanie Dillon; twenty-two grandchildren; seven great-grandchildren; a brother; two sisters; other relatives and many friends; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this twenty-eighth day of October, 1997, A.D., do hereby express our sorrow on the death of Irving A. "Bebe" Goto, and extend to his family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Mrs. Irving A. Goto and family.

*CONGRATULATIONS EXTENDED TO POLISH AMERICAN
ASSOCIATION ON ITS SEVENTY-FIFTH ANNIVERSARY
AND DECEMBER 5, 1997 DECLARED "POLISH
AMERICAN ASSOCIATION SEVENTY-FIFTH
ANNIVERSARY DAY IN CHICAGO".*

WHEREAS, The members of the Polish American Association (P.A.A.) are honoring P.A.A. founders at its Seventy-fifth Anniversary Holiday Gala, December 5, 1997; and

WHEREAS, The Polish American Association was incorporated in 1922 as the Polish Welfare Association by leading citizens who were members of the Chicago Society of the Polish National Alliance and were highly visible and active in politics, government, business and education. They began an organization which has endured and prospered to improve the community it so diligently serves and to focus on the well-being of individuals and families; and

WHEREAS, The Polish American Association today has developed some thirty-four programs which strengthen its community, reaching out to citizens through, for example, youth development, programs dealing with domestic abuse, English and citizenship classes and immigration services, vocational training and employment assistance, programs for seniors, homemaker services, health outreach, food pantry, alcoholism outpatient treatment as well as information services on the World Wide Web; and

WHEREAS, The leaders of this great city are cognizant of the outstanding benefits which the Polish American Association has provided its community since its founding seventy-five years ago; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this twenty-eighth day of October, 1997, A.D., do hereby congratulate the members of the Polish American Association (P.A.A.) as they honor their founding fathers at their seventy-fifth anniversary celebration, and in that regard do hereby declare that December 5, 1997, be known as "Polish American Association Seventy-fifth Anniversary Day in Chicago"; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the Polish American Association and to the Chicago Society of the Polish National Alliance.

Presented by

ALDERMAN LAURINO (39th Ward):

TRIBUTE TO LATE MR. THOMAS S. DALLAS.

WHEREAS, God in his infinite wisdom has called to his eternal reward Thomas S. Dallas, beloved citizen and friend; and

WHEREAS, Thomas S. Dallas, a commodities trader for the Chicago Mercantile Exchange, was a vital and active member of his community and will be sorely missed. He leaves to mourn his loving wife, Jeanie, and a host of other relatives and friends; and

WHEREAS, Thomas S. Dallas will be deeply missed but not the memory of his character, intelligence and compassion 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, gathered here this twenty-eighth day of October, 1997, A.D., do hereby express our sorrow on the death of Thomas S. Dallas and extend to his 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 thomas S. Dallas.

*TRIBUTE TO LATE CHICAGO POLICE OFFICER
EDWIN HUNDRIESER.*

WHEREAS, God in his infinite wisdom has called to his eternal reward Edwin Hundrieser, beloved citizen and friend; and

WHEREAS, Edwin Hundrieser, a Chicago police officer, was a vital and active member of his northwest side community and will be sorely missed. He leaves to mourn his loving wife, Janice; his beloved son, Justine; and a host of other relatives and friends; and

WHEREAS, Edwin Hundrieser will be deeply missed but the memory of his character, intelligence and compassion 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, gathered here this twenty-eighth day of October, 1997, A.D., do hereby express our sorrow on the death of Edwin Hundrieser and extend to his 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 Edwin Hundrieser.

TRIBUTE TO LATE MR. ROBERT W. KEPNER.

WHEREAS, God in his infinite wisdom has called to his eternal reward Robert W. Kepner, beloved citizen and friend; and

WHEREAS, Robert W. Kepner was a vital and active member of his community and will be sorely missed. He leaves to mourn his loving wife, Ruth; his beloved children, Robert, Barbara, Patty and Carolyn; his devoted grandchildren; and a host of other relatives and friends; and

WHEREAS, Robert W. Kepner will be deeply missed, but the memory of his character, intelligence and compassion 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, gathered here this twenty-eighth day of October, 1997, A.D., do hereby express our sorrow on the death of Robert W. Kepner and extend to his 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 Robert W. Kepner.

*CONGRATULATIONS EXTENDED TO ANGELA AND VICTOR
HEMBREE ON BIRTH OF THEIR DAUGHTER,
NICOLE MAE HEMBREE.*

WHEREAS, On April 14, 1997, a new citizen came into the world, Nicole Mae Hembree, daughter of Angela and Victor Hembree, outstanding residents of the Chicago's 39th Ward; and

WHEREAS, The leaders of this great City are always ready to welcome into our midst the youth in whom we place so much hope and trust; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this twenty-eighth day of October, 1997, A.D., do hereby congratulate Angela and Victor Hembree on the birth of their daughter, Nicole Mae, April 14, 1997, and extend to this fine family our very best wishes for continuing success and fulfillment; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the Hembree family.

CONGRATULATIONS EXTENDED TO SARGON AND SILVIA ISHO
ON BIRTH OF THEIR SON, NICHOLAS BALOO ISHO.

WHEREAS, On June 14, 1997, a new citizen came into the world, Nicholas Baloo, son of Sargon and Silvia Isho, outstanding residents of the Chicago's 39th Ward; and

WHEREAS, The leaders of this great City are always ready to welcome into our midst the youth in whom we place so much hope and trust; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this twenty-eighth day of October, 1997, A.D., do hereby congratulate Sargon and Silvia Isho on the birth of their son, Nicholas Baloo, June 14, 1997, and extend to this fine family our very best wishes for continuing success and fulfillment; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Sargon and Silvia Isho.

*CONGRATULATIONS EXTENDED TO DR. AND MRS.
ROGELIO MAYNULET ON MARRIAGE OF
THEIR SON, ROGER MAYNULET.*

WHEREAS, Rogelio and Maria Maynulet, outstanding citizens of Chicago's great northwest side, celebrated the marriage of their son Roger to Brooke Harryman on December 28, 1996; and

WHEREAS, Rogelio and Maria Maynulet symbolize the strength and solidity of family life as they celebrated this great occasion with their family and friends; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this twenty-eighth day of October, 1997, do hereby offer our heartiest congratulations to Dr. and Mrs. Rogelio Maynulet on the marriage of their son Roger, and extend to this outstanding family our best wishes for continuing happiness and fulfillment; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the Maynulet family.

*CONGRATULATIONS EXTENDED TO MARY
AND MICHAEL MULKERN ON BIRTH
OF THEIR DAUGHTER, MARGARET
MARY MULKERN.*

WHEREAS, On May 12, 1997, a new citizen came into the world, Margaret Mary Mulkern, daughter of Mary and Michael Mulkern, outstanding residents of Chicago's 39th Ward; and

WHEREAS, The leaders of this great City are always ready to welcome into our midst the youth in whom we place so much hope and trust; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this twenty-eighth day of October, 1997, A.D., do hereby congratulate Mary and Michael Mulkern on the birth of their daughter, Margaret Mary, May 12, 1997, and extend to this fine family our very best wishes for continuing success and fulfillment; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the Mulkern family.

*CONGRATULATIONS EXTENDED TO ELAINE AND
THOMAS SMITH ON MARRIAGE OF THEIR
DAUGHTER, KIMBERLY SMITH.*

WHEREAS, Elaine and Thomas Smith, outstanding citizens of Chicago's great northwest side, celebrated the marriage of their daughter Kimberly to Gregory Carlson on August 2, 1997; and

WHEREAS, Elaine and Thomas Smith symbolize the strength and solidity of family life as they celebrated this great occasion with their family and friends; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this twenty-eighth day of October, 1997, do hereby offer our heartiest congratulations to Elaine and Thomas Smith on the marriage of their daughter, Kimberly, and extend to this outstanding family our best wishes for continuing happiness and fulfillment; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the Smith family.

*CONGRATULATIONS EXTENDED TO MS. ROSE WANDEL ON
HER RETIREMENT AS SECOND CHAIRMAN OF
NORTH PARK VILLAGE ADVISORY
COUNCIL.*

WHEREAS, Rose Wandel has announced her retirement as second chairman of the North Park Village Advisory Council; and

WHEREAS, Rose Wandel attended her last meeting on September 24, 1997 after completing twenty-two years of faithful and dedicated service to the council; and

WHEREAS, Rose Wandel, among her continued community service commitments, has been an active member of the National Council for Jewish Women for over fifty years; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this twenty-eighth day of October, 1997, do hereby express our congratulations to Rose Wandel as she retires from an outstanding career of service to the North Park Village Advisory Council

and we extend to her and her family our very best wishes for continuing happiness and success; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Rose Wandel.

Presented By

**ALDERMAN O'CONNOR (40th Ward) And
ALDERMAN DOHERTY (41st Ward):**

**CONGRATULATIONS EXTENDED TO OFFICER JOHN DINEEN
ON HIS RETIREMENT FROM CHICAGO POLICE
DEPARTMENT.**

WHEREAS, John Dineen (Star Number 21004) was sworn in as a member of the Chicago Police Department on March 16, 1959, and served with honor and distinction until his retirement on August 11, 1997; and

WHEREAS, Patrolman Dineen served at the Fillmore Station, as well as on a special Task Force, and at the Jefferson Park District from 1959 until 1963, when he was promoted to lieutenant and assigned to Area 4 Homicide; and

WHEREAS, After four years in Area 4, Lieutenant Dineen served in the Intelligence Division from 1967 until 1980, when he became the full time president of the Fraternal Order of Police; and

WHEREAS, From 1980 to 1993, President Dineen served as chief negotiator of contracts on behalf of Chicago Police Officers, negotiating the first contract for police with the City of Chicago; and

WHEREAS, John Dineen subsequently negotiated five additional contracts providing numerous benefits for Chicago Police Officers below the rank of sergeant, improving the salary of Chicago Police Officers by 180% during the fourteen years of his stewardship of the F.O.P., while increasing the membership of the Chicago Lodge of the Fraternal Order of Police from 3,000 to 14,900 members; and

WHEREAS, John Dineen served as legislative committee chairman for the Illinois State Lodge of the F.O.P. during the time the police officers Bill of Rights and the Police Collective Bargaining bills were passed, as well as

during the passage of numerous pension improvements for Chicago Police;
and

WHEREAS, John Dineen served on the Illinois Governor's Labor Committee from 1987 to 1991 and the Illinois Secretary of State Labor Committee from 1987 to 1990; and

WHEREAS, John Dineen was honored by the Emerald Society of Illinois in 1988, the Italian-American Police Association in 1981 and the Shomrim Society in 1986; and

WHEREAS, John Dineen presently serves as the chairman of the National Fraternal Order of Police Legal Plan providing legal defense for police officers across the United States; now, therefore,

Be It Resolved, That the Mayor of the City of Chicago and the members of the City Council, in meeting this twenty-eighth day of October, 1997, join the members of the Fraternal Order of Police and a grateful citizenry in congratulating John Dineen on a job well done and extending to John, his wife, Marilyn; daughters, Karen Kissane, Cindy Sliwa and Susan; and sons, John and Tim, our collective best wishes for a happy and healthy future; and

Be It Further Resolved, That a suitable copy of this resolution be prepared for presentation to John Dineen and his family.

Presented By

**ALDERMAN O'CONNOR (40th Ward),
ALDERMAN SHILLER (46th Ward),
ALDERMAN SCHULTER (47th Ward) And
ALDERMAN M. SMITH (48th Ward):**

**CONGRATULATIONS EXTENDED TO COMMANDER
ANDREW J. MARTORANO ON HIS RETIREMENT
FROM CHICAGO POLICE DEPARTMENT.**

WHEREAS, Andrew J. Martorano has served as commander of the 20th District, Chicago Police Department, since September 16, 1993; and

WHEREAS, Andy Martorano completed the course at the Police Academy and received his first assignment as a Chicago police officer on October 16, 1967; and

WHEREAS, Officer Martorano served at the 13th District, Area 6 Detectives -- Robbery and the Vice Control Division -- Prostitution until he was promoted to sergeant on July 25, 1980; and

WHEREAS, Sergeant Martorano's assignments included 15th District, the Mass Transit Unit, Gang Crimes North, 17th, 20th and 13th Districts until December 13, 1988 when he was promoted to lieutenant; and

WHEREAS, Lieutenant Martorano served at the 25th and 14th Districts and as tactical lieutenant at the 13th District; and

WHEREAS, On September 16, 1993, Andy Martorano assumed command of the 20th District, bringing his unwavering good humor and efficient management skills to the district and the community it serves; and

WHEREAS, In the ensuing four years, Commander Martorano was always available to community residents and business and neighborhood groups, attending multiple meetings days and evenings, never neglecting his responsibilities as district commander in spite of the constant demands of his diverse community; and

WHEREAS, During his thirty years of exemplary service, Andy Martorano received two Department Commendations, thirty-seven Honorable Mentions, forty Complimentary Letters, eighteen Certificates of Appreciation and the Ravenswood Chamber of Commerce Distinguished Service Award; and

WHEREAS, Commander Andrew J. Martorano retired from service on September 16, 1997 leaving a void in the community that will prove difficult to fill; now, therefore,

Be It Resolved, That the Mayor of the City of Chicago and the members of the City Council, in a meeting this twenty-eighth day of October, 1997, join his colleagues on the force and the grateful residents of the 20th Police District in congratulating Commander Andrew J. Martorano on a job well done and extending to Andy, his wife, Bernadette; daughter, Jennifer; and son, Joseph, our collective best wishes for a happy and healthy future; and

Be It Further Resolved, That a suitable copy of this resolution be prepared for presentation to Commander Andrew J. Martorano on the occasion of his retirement party, November 12, 1997.

Presented By

ALDERMAN NATARUS (42nd Ward):

TRIBUTE TO LATE MR. BERTRAND GOLDBERG.

WHEREAS, Almighty God in his infinite mercy and wisdom called Mr. Bertrand Goldberg to his eternal reward on the eighth day of October nineteen hundred and ninety-seven, A.D.; and

WHEREAS, Mr. Bertrand Goldberg was the architect of the twin towers at Marina City, which became a Chicago symbol and a historic site, being two sixty-story apartment buildings with forty stories of pie-shaped apartments above twenty stories of helical ramp parking facilities; and

WHEREAS, Mr. Bertrand Goldberg's Marina City occupies a highly visible site on the Chicago River and seizes the popular imagination as a symbol of civic bravura, and was the City's most recognizable work of contemporary design until the advent of the Hancock Center and Sears Tower; and

WHEREAS, Mr. Bertrand Goldberg in the 1950s proposed a vital solution to the urban milieu with Marina City, the first mixed-use downtown complex in the United States; and

WHEREAS, Mr. Bertrand Goldberg conceived Marina City as a city within a city and when it was built in the mid 1960s it was then the world's tallest reinforced concrete building and the tallest apartment building; and

WHEREAS, Mr. Bertrand Goldberg's monumental complex was a superb example of architectural plasticity and in 1991 was ranked by the eminent architectural critic Paul Goldberger as one of Chicago's ten most significant postwar buildings; and

WHEREAS, Mr. Bertrand Goldberg had a grand vision of a thriving, densely populated city which presaged much of the nation's downtown revitalization; and

WHEREAS, Mr. Bertrand Goldberg was a native Chicagoan who grew up in Hyde Park, graduated from Harvard University, and furthered his studies in Germany at the famous Bauhaus School of Design where he studied with giants like Mies Van Der Rohe, whose right angled steel and glass buildings were the standard architectural style in the Post World War II era; and

WHEREAS, Mr. Bertrand Goldberg broke with Mies Van Der Rohe to become the master of the cylindrical shape, boldly sculpted in reinforced

concrete, and called the International Style -- dehumanized and machine-like; and

WHEREAS, Mr. Bertrand Goldberg, like many other Jewish people, was forced to leave Germany in 1933 because of the rise of Nazism; and

WHEREAS, Mr. Bertrand Goldberg returned to Chicago and finished his studies at the Armour Institute of Technology (now the Illinois Institute of Technology) and opened his own architectural practice in 1937; and

WHEREAS, Mr. Bertrand Goldberg was greatly influenced by the 1933 Century of Progress Exposition in Chicago which featured the "Moderne" style of architecture which was more imaginative and sleek than the austere International Style; and

WHEREAS, Mr. Bertrand Goldberg's naturalistic designs found expression in internationally recognized landmarks but his significance transcended architecture; and

WHEREAS, Mr. Bertrand Goldberg was a revolutionary transformer of hospital layouts and a promoter of humane public housing, who was once described as a humanist whose medium happened to be architecture; and

WHEREAS, Mr. Bertrand Goldberg was the architect of River City in Chicago which embodied his philosophy of urban density and which was to have housed forty thousand people; and

WHEREAS, When city officials deemed River City too dense it was redesigned and became two undulating seventeen story structures with a winding one hundred foot arcade between them called "River Road" of four hundred forty-six apartments and a seventy slip marina; and

WHEREAS, In 1966, Mr. Bertrand Goldberg used cylindrical forms in the seven hundred unit Raymond Hilliard Homes public housing development which to date has suffered less structural damage than other public housing projects; and

WHEREAS, Mr. Bertrand Goldberg also designed many hospitals including the Prentice Women's Hospital in Chicago and others in Tacoma, Milwaukee, Boston, Phoenix and Elgin; and

WHEREAS, Mr. Bertrand Goldberg specialized in designing health care buildings around the nation, including the Health Sciences Center at the State University of New York at Stony Brook, a two million square foot megastructure featuring the radial plan around nursing stations so every patient could be in direct visual contact with staff; and

WHEREAS, Mr. Bertrand Goldberg in the early 1960s designed the twenty-four story Astor Tower Hotel which included the basement-level Maxim's de Paris restaurant owned and operated through the mid-1980s by his wife, Nancy Florsheim Goldberg; and

WHEREAS, Mr. Bertrand Goldberg was the loving husband of the late Nancy Florsheim Goldberg, and devoted father of Geoffrey, Nan and Lisa Goldberg; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled in meeting this twenty-eighth day of October, nineteen hundred and ninety-seven, A.D., do hereby express our deepest sorrow at the passing of Mr. Bertrand Goldberg and do also extend to his beloved family, esteemed colleagues and many friends our deepest and most sincere condolences on the occasion of their profound loss; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the the family of Mr. Bertrand Goldberg.

*GRATITUDE EXTENDED TO MR. BENJAMIN S. ADAMOWSKI
FOR HIS CONTRIBUTIONS AND CIVIC
LEADERSHIP.*

WHEREAS, Mr. Benjamin S. Adamowski was a great civic leader in Chicago history who was elected Cook County State's Attorney in 1956; and

WHEREAS, Mr. Benjamin S. Adamowski, an alderman's son, began his political career as a Democrat in 1930, was elected to the first of five consecutive terms in the Illinois General Assembly; and

WHEREAS, Mr. Benjamin S. Adamowski broke ranks with the Democratic Party over the cavalier treatment he received from the late Mayor Martin J. Kennelly and thence became a Republican; and

WHEREAS, Mr. Benjamin S. Adamowski's loyal constituency was the northwest side Polish-American community; and

WHEREAS, Mr. Benjamin S. Adamowski in 1963 ran for Mayor of Chicago but was defeated by the late Mayor Richard J. Daley and the Democratic forces and thereafter his political star was in permanent eclipse; and

WHEREAS, Mr. Benjamin S. Adamowski and the late Mayor Richard J. Daley in later years mended their fences with Daley frequently calling on Adamowski for counsel and advice on matters of importance to the City of Chicago; and

WHEREAS, Mr. Benjamin S. Adamowski came up through the political ranks with the late Mayor Richard J. Daley and Federal Judge Abraham Lincoln Marovitz; and

WHEREAS, Mr. Benjamin S. Adamowski's reputation extended from one end of the Land of Lincoln to the other by the 1950s and over the years he and Judge Marovitz studied the public and private life of Abraham Lincoln and often spoke authoritatively about the great 16th president from Illinois; and

WHEREAS, Mr. Benjamin S. Adamowski's collection of Lincolnia was donated to the Chicago Public Library at the suggestion of Mr. Ralph Newman, then proprietor of the Abraham Lincoln Book Shop; and

WHEREAS, Mr. Benjamin S. Adamowski during World War II was commissioned a second lieutenant in the United States Army; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled in meeting this twenty-eighth day of October, nineteen hundred and ninety-seven, A.D., do hereby recognize and honor the civic contributions and leadership of Benjamin S. Adamowski; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Benjamin S. Adamowski.

*CONGRATULATIONS EXTENDED TO MS. ELMIRA MAYES ON
BEING HONORED AS FOUNDER OF LOOP LAB SCHOOL.*

WHEREAS, The Loop Lab School, located at 11 East Adams Street in Chicago, is honoring its founder and director, Ms. Elmira Mayes, on November 12, 1997 in a joint effort of the Parent Advisory Council and the Parent Teachers Association; and

WHEREAS, Ms. Elmira Mayes started the Loop Lab School in May, 1983, with approximately fifteen students and it currently has an enrollment of more than two hundred fifty students; and

WHEREAS, Ms. Elmira Mayes, an entrepreneur in the field of education, became aware of all the working parents in the downtown area, and recognizing the need for children to be educated where their parents work so she started the Loop Lab School; and

WHEREAS, The purpose of the founding of the Loop Lab School was to provide the children of Chicago's families with the educational and communications tools that will enable them to take their place as leaders and participants in tomorrow's world; and

WHEREAS, The goal of the Loop Lab School is to provide children, through a comprehensive and coordinated educational program, with an awareness of their purpose and worth as individuals and with an appreciation for their vital and important roles as active members of their families, communities, and social institutions; and

WHEREAS, The Loop Lab School is in the heart of the downtown area and it is very accessible to public transportation and it allows parents to bring their children to school, proceed to work and retrieve their children at the end of the day; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled in meeting this twenty-eighth day of October, nineteen hundred and ninety-seven, A.D., do hereby congratulate Ms. Elmira Mayes on the occasion of her being honored on November 12, 1997, as the founder of the Loop Lab School; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Ms. Elmira Mayes.

**CONGRATULATIONS EXTENDED TO BUILDERS
BANK ON ITS GRAND OPENING.**

WHEREAS, Builders Bank, located at 225 North LaSalle Street, Chicago, is celebrating its grand opening with a special event on November 4, 1997; and

WHEREAS, Builders Bank received its state charter on October 13, 1997 and officially opened its doors on October 14, 1997, offering complete commercial and retail banking services primarily targeting small and mid-sized businesses; and

WHEREAS, Builders Bank was organized by President David L. Keller, and Chief Executive Officer Mitchell L. Saywitz and it will be staffed by talented young Chicago banking professionals; and

WHEREAS, Builders Bank expects to draw many of its cutomers from the Loop and near north side, though it considers the entire Chicago area its market; and

WHEREAS, Builders Bank is a convenient walk-in alternative for anyone using the big downtown banking institutions and it possesses the latest technology to allow distant customers to bank electronically; and

WHEREAS, Builders Bank, in order to expand upon its capitalization of Five Million Dollars, is offering a 12-month certificate of deposit (CD) at the rate of 6.25% with a minimum deposit of Two Thousand Dollars; and

WHEREAS, Builders Bank also offers a hedge against changes in the prevailing interest rates and at any time CD holders can add to it with deposits of Five Hundred Dollars or more, taking advantage of the CD's fixed rate if newer CDs are offered at lower rates; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled in meeting this twenty-eighth day of October, nineteen hundred and ninety-seven, A.D., do hereby congratulate Builders Bank on the occasion of its grand opening in Chicago's Loop on November 4, 1997; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Builders Bank.

**CONGRATULATIONS EXTENDED TO THE FIELD MUSEUM
OF NATURAL HISTORY ON ACQUISITION OF
TYRANNOSAURUS REX FOSSIL "SUE".**

WHEREAS, The Field Museum of Chicago purchased the fossil Sue, a sixty-five million year old Tyrannosaurus rex for a record Eight Million Four Hundred Thousand Dollars; and

WHEREAS, The Field Museum will display Sue in its main hall and license her image for products such as toys, models, books and magazines according to President John McCarter; and

WHEREAS, The Field Museum is expected to increase attendance up to ten percent when Sue goes on display in the year 2000; and

WHEREAS, The Field Museum's ownership assures that the nearly complete fossil will be seen by millions of people, be available to researchers and will contribute to additional fossil finds and the advancement of the science of paleontology; and

WHEREAS, The Field Museum engaged art dealer Richard Gray who outbid eight other institutions much to the benefit of the City of Chicago; and

WHEREAS, The Field Museum knows that dinosaurs are a major reason people visit the museum; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled in meeting this twenty-eighth day of October, nineteen hundred and ninety-seven, A.D., do hereby congratulate The Field Museum of Chicago on the acquisition of the fossil Sue, the Tyrannosaurus rex; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to The Field Museum.

*CONGRATULATIONS EXTENDED TO THE WALLY FINDLAY
GALLERY ON ITS GRAND RE-OPENING.*

WHEREAS, On October 7, 1997, The Wally Findlay Gallery celebrated its grand re-opening at the new location, 188 East Walton Place, after fifty years at Water Tower Place; and

WHEREAS, The Wally Findlay Gallery is renowned for dealing in important 19th and 20th century paintings of the great masters while also representing contemporary artists; and

WHEREAS, The Wally Findlay Gallery's exquisite new Chicago location gives it the opportunity to launch itself into the 21st century; and

WHEREAS, The Wally Findlay Gallery, in celebration of this momentous occasion, has had a portion of East Walton Place honorarily designated as "Wally Findlay Way", located just east of the Drake Hotel; and

WHEREAS, The Wally Findlay Gallery on Wally Findlay Way was dedicated to the memory of Helen Findlay, whose influence on the company and the Chicago art world has been profound; and

WHEREAS, Helen Findlay, the granddaughter of founder William Wadsworth Findlay and the sister of Wally Findlay, was the director of the gallery at Water Tower from its opening in 1973 until her death in 1992; and

WHEREAS, Helen Findlay was called the "First Lady of the Midwestern Art World" and was the Art Chair of the Association of Junior Leagues of America and was recognized as "Woman of the Year" by the Chicago Municipal Art League and was recognized by Governor Thompson in 1980, with September 16th proclaimed "Helen Findlay Day"; and

WHEREAS, The Wally Findlay Gallery, founded in 1870 in Kansas City, Missouri, first opened in Chicago in 1931 under the leadership of Walstein C. Findlay, Jr., and further expanded into Palm Beach, New York City and Paris, France; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled in meeting this twenty-eighth day of October, nineteen hundred and ninety-seven, A.D., do hereby congratulate The Wally Findlay Gallery on the occasion of its grand re-opening which took place October 8, 1997, at 188 East Walton Place on Wally Findlay Way in Chicago; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to The Wally Findlay Gallery.

Presented By

ALDERMAN BERNARDINI (43rd Ward):

TRIBUTE TO LATE MR. MCCURLEY BROWN.

WHEREAS, God in his infinite wisdom and judgment has called to his eternal reward McCurley Brown, beloved citizen and friend, on September 26, 1997; and

WHEREAS, McCurley Brown was born in Belzona, Mississippi on February 5, 1916, the fifth child of twelve children; and

WHEREAS, McCurley Brown moved to Chicago in 1954 and immediately became an active citizen making many contributions to his neighborhood, his church and to the politics of the City of Chicago; and

WHEREAS, McCurley Brown served for many years as a deacon of the Pilgrim Missionary Baptist Church; and

WHEREAS, McCurley diligently volunteered as a precinct captain in the 43rd Ward assisting the campaigns of many successful Democratic leaders in Cook County; and

WHEREAS, McCurley will be missed for his culinary skill and generosity, having operated McCurley's Place, a barbeque restaurant, McCurley's neighbors always looked forward to his annual block party when he would take the opportunity to fire up his grill, as he often did, and cook his famous barbeque and Mississippi hot links; and

WHEREAS, McCurley was a tireless worker, having served in many capacities in Cook County and City government; McCurley retired twice in his life but returned to work at the Traffic Court where he served until he became ill earlier this year; and

WHEREAS, Beyond his many friends and colleagues, McCurley is mourned by his daughter, Sonja Renee Easley; his son, Jeff Easley; three sisters, Bessie, Edna and Toni; two brothers, Tilman and Ollie; five grandchildren and a host of nieces, nephews and other relatives; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this twenty-eighth day of October, 1997, A.D., do hereby honor the life and contributions of McCurley Brown and extend our heartfelt condolences to his friends and family; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of McCurley Brown.

**CONGRATULATIONS EXTENDED TO BATTALION
CHIEF JOE BALDWIN ON HIS RETIREMENT
FROM CHICAGO FIRE DEPARTMENT.**

WHEREAS, Friends, colleagues and admirers are gathering November 13, 1997, to honor Chief Joe Baldwin of the Chicago Fire Department's 7th Battalion on the occasion of his retirement from an outstanding public service career spanning over three decades; and

WHEREAS, Having joined Chicago's great Fire Department in 1963, Joe Baldwin worked his way up through the ranks -- from fire fighter to

lieutenant to captain and finally to chief of the 7th Battalion -- in a career noted for great acumen and bravery; and

WHEREAS, Fire Battalion Chief Joe Baldwin is held in high public esteem and represents the finest standards of public service; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this twenty-eighth day of October, 1997, A.D., do hereby offer our gratitude and our heartiest congratulations to Chief Joe Baldwin of the Chicago Fire Department's 7th Battalion on the occasion of his retirement, and we extend to this fine citizen our very best wishes for continuing success and fulfillment; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to 7th Battalion Chief Joe Baldwin of Chicago's great Fire Department.

*CONGRATULATIONS EXTENDED TO LIEUTENANT JOHN BOYLE
ON HIS RETIREMENT FROM CHICAGO FIRE DEPARTMENT.*

WHEREAS, Friends, colleagues and admirers are gathering November 13, 1997 to honor Lieutenant John Boyle of the Chicago Fire Department's Engine 91 on the occasion of his retirement from an outstanding public service career spanning twenty-nine years; and

WHEREAS, Having joined Chicago's great Fire Department in 1968, John Boyle was first a fire fighter on Truck 47 and Truck 10, he was then promoted to lieutenant of F.P.B. later on Truck 21, Engine 20 and ultimately of Engine 91; and

WHEREAS, After a three-decade career noted of acumen and bravery, Chicago Fire Lieutenant John Boyle is held in high public esteem and represents the finest standards of public service; now, therefore,

Be It Resolved, That we, the Mayor, and members of the City Council of the City of Chicago, gathered here this twenty-eighth day of October, 1997, A.D., do hereby offer our gratitude and our heartiest congratulations to Chicago Fire Lieutenant John Boyle on the occasion of his retirement and we extend to this fine citizen our very best wishes for continuing success and fulfillment; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Lieutenant John Boyle of Chicago's great Fire Department.

*GRATITUDE EXTENDED TO MR. ROMEO COLLINA FOR
CONTINUED ASSISTANCE AND GOODWILL
TO CITIZENS OF CHICAGO.*

WHEREAS, Romeo Collina has served with great distinction since 1991 at the Chicago office of the Banca di Roma; and

WHEREAS, Mr. Collina has been reassigned to the Banco di Roma -- New York Branch where he will serve as senior vice president and deputy manager of United States operations; and

WHEREAS, He has assisted a number of business persons from Chicago, Cook County and the suburbs, and the State of Illinois, always assisting such persons in a highly professional manner and promoting their success; and

WHEREAS, Romeo Collina has greatly and graciously collaborated with American bankers and managing directors and always enjoyed the esteem of those individuals; and

WHEREAS, Romeo Collina is a man of many talents and achievements having most decorously representing the Italian national water polo team in 1980 and 1984; now, therefore,

Be It Resolved, That we, the Mayor, and members of the Chicago City Council, in meeting assembled this twenty-eighth day of October, 1997, A.D., do hereby honor Mr. Collina, express our gratitude for his continued assistance and goodwill over the years, and our hope that he will bring his family to visit our City often; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Mr. Romeo Collina.

*CONGRATULATIONS EXTENDED TO MR. DOMINIC DIFRISCO
ON BEING NAMED ITALIAN-AMERICAN POLICE
ASSOCIATION'S "MAN OF THE YEAR".*

WHEREAS, Dominic DiFrisco, outstanding citizen and friend, has been honored as "Man of the Year" by the Italian-American Police Association at its 34th Annual Dinner Dance; and

WHEREAS, Dominic DiFrisco is director of government and community relations at the public relations firm of Burson-Marsteller Chicago and is highly visible and successful in civic affairs: He is a board member of the Illinois Arts Alliance and serves on the Advisory Board of the Chinese-American Service League. He is president emeritus of the Joint Civic Committee of Italian-Americans and has been chairman of two telethons benefiting the United Negro College Fund; and

WHEREAS, A graduate of Fordham University, Dominic DiFrisco joined Burson-Marsteller in 1980 and brought to his position a profound understanding of history, government and politics. He has earned an outstanding reputation as a successful bridge-builder between the public and private sectors. As a result of his contacts with Illinois State officials, Burson-Marsteller has become involved in areas of great social importance, including a prize-winning program on Fetal Alcohol Syndrome and a program promoting the state-wide use of an AIDS hotline. The Illinois Secretary of State awarded the firm a contract to elevate organ donor acceptance in the state with a particular emphasis on the African-American community; and

WHEREAS, Fluent in Italian, Dominic DiFrisco is a commendatore of the Republic of Italy. He has received numerous awards from the Italian-American, African-American and Native American communities, and is a widely read columnist for *Fra Noi*, an Italian-American newspaper; and

WHEREAS, Dominic DiFrisco is a man of great intelligence and dynamic energy, and richly deserves the Italian-American Police Association's 1997 "Man of the Year" award; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, gathered here this twenty-eighth day of October, 1997, A.D., do hereby congratulate Dominic DiFrisco on having been honored as the Italian-American Police Association's 1997 "Man of the Year", and we extend to this fine citizen our very best wishes for continuing success and fulfillment; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Dominic DiFrisco.

*GRATITUDE EXTENDED TO DIANE AND TOM DORWART
FOR THEIR GENEROSITY AND COMMUNITY
SPIRIT IN PROMOTING JACK-O-
LANTERN TRADITION.*

WHEREAS, The tradition of Jack-O-Lanterns was brought to the United States by the Irish where legend says that Irish Jack had tricked the devil into not accepting his soul; and

WHEREAS, Irish Jack placed a glowing coal hurled at him by the devil into the shell of a hollowed out turnip and used it as a lantern while searching for a resting place for his soul; and

WHEREAS, Abandoning the turnip for the larger, more abundant, and, some may say, more attractive pumpkins, thousands of families in Chicago and across the United States craft Jack-O-Lanterns as seasonal decorations for their yards and porches at Halloween; and

WHEREAS, Invoking that spirit and tradition at Halloween each year, Diane and Tom Dorwart display one of the largest, scariest and most creative collections of Jack-O-Lanterns in the City of Chicago; and

WHEREAS, For the past twelve years, the Dorwarts have graciously opened their home in the Wrightwood Neighborhood and offered a truck load of pumpkins from their farm in Wisconsin to hundreds of would-be artists who come to carve Jack-O-Lanterns; and

WHEREAS, The Dorwarts and their accomplices post hundreds of Jack-O-Lanterns on every available surface in their yard and electrically illuminate the spooky visages in an extraordinary display that attracts hundreds, perhaps thousands, of admirers every year; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, gathered here this twenty-eighth day of October, 1997, do hereby recognize the generosity and community spirit of Diane and Tom Dorwart as exemplified by their pumpkin parties and urge them to continue without fear the Jack-O-Lantern tradition; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Tom and Diane Dorwart.

*GRATITUDE EXTENDED TO MR. RAY MEYER FOR
OUTSTANDING CITIZENSHIP AND CONTRIBUTIONS
TO CHICAGO SPORTS.*

WHEREAS, Ray Meyer is an honored name to all Chicagoans and a living legend in Chicago sports by virtue of his long and productive association with the DePaul University Blue Demons basketball team; and

WHEREAS, Ray Meyer's association with DePaul University goes back to 1942, when he became head basketball coach. His association with basketball spans seven decades: he was an outstanding player for Notre Dame University, and as team captain led the Fighting Irish to their 1936 National Basketball Championship; and

WHEREAS, Ray Meyer has long remained a beloved figure to DePaul students and to the grateful citizens of Chicago. His forty-two years with DePaul featured thirteen trips to the National Collegiate Athletic Association (N.C.A.A.) Tournament and seven to the National Invitational Tournament. He is only the sixth N.C.A.A. Division I coach to top seven hundred victories; and

WHEREAS, Ray Meyer is also well known for his charitable work and for advancing the popularity of basketball. He retired from coaching in 1984 but stayed on at DePaul as a widely respected university ambassador and basketball commenorator; and

WHEREAS, The recipient of numerous honors and awards, Ray Meyer is also a member of the Naismith Basketball Hall of Fame, the Illinois and Chicago Sports Hall of Fame, the Illinois Basketball Coaches Association Hall of Fame and the DePaul Hall of Fame. In addition, he is a former winner of the coveted Lincoln Academy of Illinois Award; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this twenty-eighth day of October, 1997, A.D., do hereby pay tribute to Ray Meyer for his outstanding citizenship and for the indelible contributions he has made to DePaul University and to this great City, and we extend to this towering figure our very best wishes for continuing success and fulfillment; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Ray Meyer.

*CONGRATULATIONS EXTENDED TO MS. MILLIE ROSENBLOOM
AND MR. JOHN SIMON ON THEIR MARRIAGE.*

WHEREAS, Millie Rosenbloom and John Simon were joined in matrimony on Sunday, September 7, 1997; and

WHEREAS, Millie and John are prominent leaders and highly respected professionals in Chicago's real estate and legal communities, respectively; and

WHEREAS, John and Millie were fortunate to have John's father, His Honor Judge Seymour Simon, officiate the ceremony; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago gathered here this twenty-eighth day of October, 1997, A.D., do hereby congratulate Millie Rosenbloom and John Simon on their marriage and wish them many years of happiness and success; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to John Simon and Millie Rosenbloom.

Presented By

ALDERMAN HANSEN (44TH WARD):

*CONGRATULATIONS EXTENDED TO MR. JIM LEVATINO ON HIS
EIGHTIETH BIRTHDAY AND NOVEMBER 12, 1997 DECLARED
"JIM LEVATINO DAY IN CHICAGO".*

WHEREAS, Jim Levatino will celebrate his eightieth birthday on Wednesday, November 12, 1997; and

WHEREAS, Jim Levatino is a lifelong Chicagoan, having grown up on the north side and attending Schneider Elementary and Lake View High Schools; and

WHEREAS, Jim Levatino was from an early age an active member of his community, playing the drums in Alderman Charlie Weber's Drum and Bugle Corps; and

WHEREAS, Jim Levatino as the oldest son assumed serious family responsibilities when his mother died while he was yet a teenager; and

WHEREAS, Jim Levatino served in combat as a United States Army artillery Sergeant in World War II, suffering serious injury at the front in France; and

WHEREAS, Jim Levatino, upon his return home, attended DePaul University, worked construction and for the State Department of Revenue before embarking on a thirty-year career with the City of Chicago Building Department; and

WHEREAS, Jim Levatino demonstrated his loyalty to his old community and neighborhood, buying from his father the building where he grew up and raising his own family there; and

WHEREAS, Jim Levatino also became active in local politics with Charlie Weber's organization, doing such an outstanding job that he was featured in *Life* magazine as a Chicago precinct captain; and

WHEREAS, Jim Levatino is so respected for his unwavering honesty and commitment to friends and family he was awarded the Most Reverend Bishop Shield Award by the Lake View Council of Religious Action in 1988; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled here this twenty-eighth day of October, 1997, congratulate Jim Levatino on his eightieth birthday, thank him for his outstanding service to his community and proclaim November 12, 1997, "Jim Levatino Day in Chicago"; and

Be It Further Resolved, That a suitable copy of this resolution be prepared for presentation to Jim Levatino on his eightieth birthday.

Presented By

ALDERMAN SCHULTER (47th Ward):

**TRIBUTE TO LATE REVEREND
RAYMOND J. ACKERMAN.**

WHEREAS, Almighty God in his infinite wisdom has called to his eternal

reward Reverend Raymond J. Ackerman, beloved citizen and friend; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Eugene C. Schuler; and

WHEREAS, Son of the late John and the late Rose; stepson of Frank X. Koenig; pastor emeritus of Saint Benedict Church, former pastor of Saint Anthony of Padua Parish and member of Desoto Council Knights of Columbus; and

WHEREAS, To his family and many friends, Reverend Raymond J. Ackerman will be sorely missed and warmly remembered for this warmth, kindness and the dedication he demonstrated toward mankind; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, gathered here this twenty-eighth day of October, 1997, A.D. do hereby commemorate Reverend Raymond J. Ackerman for his many lifetime contributions and do hereby extend our sincere condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of Reverend Raymond J. Ackerman.

TRIBUTE TO LATE MR. RIZALINO CALO, SR.

WHEREAS, Almighty God in his infinite wisdom has called to his eternal reward Rizalino Calo, Sr., beloved citizen and friend; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Eugene C. Schuler; and

WHEREAS, Loving husband of Yolanda; cherished father of Rizalino, Jr. (Doris), Edgardo (Fe), Evelyn (Redentor), Oscar (Tessie), Nanette (Louie), Ferdie (Divina), Wilson and Ronald (Olga) and the late Sonny Calo; fond grandfather of ten; and

WHEREAS, To his family and friends, Rizalino Calo, Sr. will be solely missed and warmly remembered for his warmth, kindness and the dedication he demonstrated toward mankind; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, gathered here this twenty-eighth day of October, 1997, A.D. do hereby commemorate Rizalino Calo, Sr. for his many lifetime

contributions and do hereby extend our sincere condolences to his family;
and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of Rizalino Calo, Sr.

TRIBUTE TO LATE MR. THOMAS M. DIEBOLD.

WHEREAS, Almighty God in his infinite wisdom has called to his eternal reward Thomas M. Diebold at the young age of fifty, beloved citizen and friend; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Eugene C. Schuler; and

WHEREAS, Beloved husband of Barbara (nee Wiggin); loving father of Karen and Brian; dearest son of Marie (nee Marshal) and Marcel; fond brother of John and the late Robert; and caring uncle to many nieces and nephews; and

WHEREAS, To his family and many friends, Thomas M. Diebold will be sorely missed and warmly remembered for his warmth, kindness and the dedication he demonstrated towards mankind; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this twenty-eighth day of October, 1997, A.D., do hereby commemorate Thomas L. Diebold for his many lifetime contributions and do hereby extend our sincere condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of Thomas L. Diebold.

TRIBUTE TO LATE MR. JOHN GOUNARIS.

WHEREAS, Almighty God in his infinite wisdom has called to his eternal reward John Gounaris, beloved citizen and friend; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Eugene C. Schulter; and

WHEREAS, Beloved son of James and Helen (nee Papatsikis); loving brother of George; and dear friend and cousin of many; and

WHEREAS, To his family and many friends, John Gounaris will be sorely missed and warmly remembered for his warmth, kindness and the dedication he demonstrated towards mankind; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this twenty-eighth day of October, 1997, A.D., do hereby commemorate John Gounaris for his many lifetime contributions and do hereby extend our sincere condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of John Gounaris.

TRIBUTE TO LATE MRS. DOROTHY L. SCHOLTES.

WHEREAS, Almighty God in his infinite wisdom has called to her eternal reward Dorothy L. Scholtes (nee Jahnke), beloved citizen and friend; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Eugene C. Schulter; and

WHEREAS, Beloved wife of the late Walter L., Sr.; loving mother of Walter L., Jr. (the late Pat), Raymond (Pamela) and Elizabeth (Donald) Scholtes-Wolin; grandmother of four; fond sister of George, Lucille Bobrytzke and Richard; and dear aunt of many nieces and nephews; and

WHEREAS, To her family and many friends, Dorothy L. Scholtes will be sorely missed and warmly remembered for her warmth, kindness and the dedication she demonstrated towards mankind; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this twenty-eighth day of October, 1997, A.D., do hereby commemorate Dorothy L. Scholtes for her many lifetime contributions and do hereby extend our sincere condolences to her family; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of Dorothy L. Scholtes.

TRIBUTE TO LATE MR. ROGER C. SHAFFER.

WHEREAS, Almighty God in his infinite wisdom has called to his eternal reward Roger C. Shaffer, beloved citizen and friend; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Eugene C. Schulter; and

WHEREAS, Beloved husband of Joyce (nee Amidel); loving father of Keith (Oksana) Shaffer, Karen Shaffer DiGrazia (Michael); devoted grandfather of Valerie, Alana, Christopher and Amanda; and

WHEREAS, To his family and many friends, Roger C. Shaffer will be sorely missed and warmly remembered for his warmth, kindness and the dedication he demonstrated towards mankind; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this twenty-eighth day of October, 1997, A.D., do hereby commemorate Roger C. Shaffer for his many lifetime contributions and do hereby extend our sincere condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of Roger C. Shaffer.

TRIBUTE TO LATE MRS. ROSALIE B. SIEGEL.

WHEREAS, Almighty God in his infinite wisdom has called to her eternal reward Rosalie B. Siegel (nee Dietrich), beloved citizen and friend; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Eugene C. Schulter; and

WHEREAS, Beloved wife of Joseph; loving mother of Sondra, Lisa (Mike) Mitchell, Karen (John) and Joanne (James) Kitlen; dear daughter of Mary Dietrich; fond grandmother of Bridget, Michelle, Samantha, Marshall and Joseph; and dear friend of Heavy and Chuck; and

WHEREAS, To her family and many friends, Rosalie B. Siegel will be sorely missed and warmly remembered for her warmth, kindness and the dedication she demonstrated towards mankind; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this twenty-eighth day of October, 1997, A.D., do hereby commemorate Rosalie B. Siegel for her many lifetime contributions and do hereby extend our sincere condolences to her family; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of Rosalie B. Siegel.

TRIBUTE TO LATE MS. SUE TOHINAKA.

WHEREAS, Almighty God in his infinite wisdom has called to her eternal reward Sue Tohinaka, beloved citizen and friend; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Eugene C. Schulner; and

WHEREAS, Beloved daughter of Ayako and the late George Tohinaka; loving mother of Jonathan and Matthew Kato; fond sister of Ken (Shirley) Tohinaka, Carl (Shizuko) Tohinaka, Janice (Dennis) Jarrett and Ray (Sallie) Tohinaka; and

WHEREAS, To her family and friends, Sue Tohinaka will be sorely missed and warmly remembered for her warmth, kindness and the dedication she demonstrated towards mankind; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this twenty-eighth day of October, 1997, A.D., do hereby commemorate Sue Tohinaka for her many lifetime contributions and do hereby extend our sincere condolences to her family; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of Sue Tohinaka.

TRIBUTE TO LATE MRS. RITA M. WALSDORF.

WHEREAS, Almighty God in his infinite wisdom has called to her eternal reward Rita M. Walsdorf (nee Callahan), beloved citizen and friend; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Eugene C. Schuler; and

WHEREAS, Beloved wife of the late Nicholas Waldorf; loving mother of Paul and the late Douglas VanWie; dearest grandmother of seven; fond great-grandmother of six; great-great-grandmother of two; and aunt to many nieces and nephews; and

WHEREAS, To her family and many friends, Rita M. Walsdorf will be sorely missed and warmly remembered for her warmth, kindness and the dedication she demonstrated towards mankind; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, gathered here this twenty-eighth day of October, 1997 A.D., do hereby commemorate Rita M. Walsdorf for her many lifetime contributions and do hereby extend our sincere condolences to her family; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of Rita M. Walsdorf.

Presented By

ALDERMAN STONE (50th Ward):

**CONGRATULATIONS EXTENDED TO FATHER EDWARD HARASIM
ON BEING NAMED PASTOR OF SAINT HENRY PARISH.**

WHEREAS, Father Edward Harasim has been named pastor of Saint Henry Parish at 6335 North Hoyne Avenue; and

WHEREAS, Father Harasim is Chicago born and attended Immaculate Heart of Mary School and the archdiocesan seminaries and after his ordination in 1978, his first assignment was Saint Bruno Parish for three years, then from 1981 to 1983 he taught English at Quigley Seminary North, where he was also spiritual director. Thereafter he spent two years as administrative assistant to Cardinal Bernardin. From 1985 to 1990 he

was associate pastor of Saint Paul of the Cross Parish in Park Ridge and then five years as pastor of Saint Helen Parish in Chicago; and

WHEREAS, Father Harasim came to Saint Henry in 1996 and served as parochial administrator and now assumes the role of pastor; and

WHEREAS, Father Harasim has further distinguished himself as a team member with the Chicago Encounter and has also worked with the archdiocesan gay and lesbian outreach and with the AIDS Pastoral Care Network; and

WHEREAS, In November 1997, Saint Henry Parish will celebrate the assumption of the duties of pastor by Father Edward A. Harasim; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago wish to extend their congratulations to Father Edward A. Harasim and wish him well on the assumption of the duties and responsibilities of pastor of Saint Henry Parish; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Father Edward A. Harasim.

MATTERS PRESENTED BY THE ALDERMEN.

(Presented By Wards, In Order, Beginning With The First Ward)

Arranged under the following subheadings:

1. Traffic Regulations, Traffic Signs and Traffic-Control Devices.
2. Zoning Ordinance Amendments.
3. Claims.
4. Unclassified Matters (arranged in order according to ward numbers).
5. Free Permits, License Fee Exemptions, Cancellation of Warrants for Collection and Water Rate Exemptions, Et Cetera.

1. *TRAFFIC REGULATIONS, TRAFFIC SIGNS
AND TRAFFIC-CONTROL DEVICES.*

*Referred -- ESTABLISHMENT OF LOADING ZONES
AT SUNDRY LOCATIONS.*

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 Traffic Control and Safety*, as follows:

Alderman	Location, Distance And Time
<i>GRANATO</i> (1st Ward)	West Haddon Avenue, at 1517 -- 8:00 A.M. to 6:00 P.M. -- Monday through Friday; North Western Avenue, at 910 -- 9:00 A.M. to 9:00 P.M. -- Monday through Friday and 10:00 A.M. to 5:00 P.M. -- Saturday;
<i>OCASIO</i> (26th Ward)	North Winnebago Avenue, at 1891, for a distance of 35 feet -- 10:00 A.M. to 9:00 P.M. -- Monday through Saturday;
<i>BURNETT</i> (27th Ward)	North Aberdeen Street, at 155 -- 8:00 A.M. to 12:00 Noon -- Monday through Saturday; West Evergreen Avenue, at 809 -- 7:00 P.M. to 4:00 A.M. -- Monday through Friday and 7:00 P.M. to 5:00 A.M. -- Saturday (valet parking);

Alderman

Location, Distance And Time

West Grand Avenue, at 1205 --
8:00 A.M. to 6:00 P.M. -- Monday
through Saturday;

South Green Street, at 405 -- 10:00
A.M. to 11:00 P.M. -- Monday
through Saturday;

West Hubbard Street, at 1300
(sign to be installed on the
southwest corner of North
Elizabeth Street, at approximately
400 to 450) 5:00 A.M. to 5:00 P.M.
-- Monday through Friday;

West Madison Street, at 1114 --
8:00 A.M. to 6:00 P.M. -- Monday
through Saturday;

West Randolph Street, at 941 --
10:00 A.M. to 11:30 P.M. -- daily
(valet parking);

North Wells Street, at 1345 (east
side of driveway) at all time --
daily;

North Wells Street, at 1361 --
10:00 A.M. to 7:00 P.M. -- Monday
through Saturday;

North Wells Street, at 1414 -- 7:00
A.M. to 7:00 P.M. -- Monday
through Friday and 7:00 A.M. to
6:00 P.M. -- Saturday;

E. SMITH (28th Ward)

West Lake Street, at 4121 -- 4123
-- 6:00 A.M. to 6:00 P.M. -- Monday
through Friday;

West West End Avenue, at 4910 --
6:00 A.M. to 6:00 P.M. -- Monday
through Saturday;

Alderman	Location, Distance And Time
<i>WOJCIK</i> (30th Ward)	West Montrose Avenue, at 4415 -- 7:00 A.M. to 7:00 P.M. -- Monday through Saturday;
<i>GABINSKI</i> (32nd Ward)	North Lincoln Avenue, at 2855 -- 9:00 A.M. to 5:00 P.M. -- Monday through Friday; West North Avenue (north side) at 1950, from a point 85 feet east of North Damen Avenue, to a point 20 feet east thereof -- 6:30 P.M. to 11:30 P.M. -- Tuesday through Sunday; West Shakespeare Avenue (north side) from a point 170 feet west of North Clybourn Avenue, to a point 50 feet east thereof -- 6:00 A.M. to 3:00 P.M. -- Monday through Saturday;
<i>COLOM</i> (35th Ward)	North Milwaukee Avenue, at 2624 -- 9:00 A.M. to 7:00 P.M. -- daily;
<i>BANKS</i> (36th Ward)	West Belmont Avenue, at 6325 -- 9:00 A.M. to 9:00 P.M. -- Monday through Saturday;
<i>NATARUS</i> (42nd Ward)	North Clark Street, at 950 K-- at all times -- daily (tow-away zone); West Jackson Boulevard, at 175 (South Financial Place side of building) 7:00 A.M. to 4:00 P.M. -- Monday through Friday; East Pearson Street, at 196 -- 6:00 A.M. to 10:00 P.M. -- daily;

Alderman	Location, Distance And Time
<i>BERNARDINI</i> (43rd Ward)	North Lincoln Park West, at 2056 -- 11:00 A.M. to 1:00 A.M. -- no exceptions (valet service/tow-away zone);
<i>SHILLER</i> (46th Ward)	West Bell Plaine Avenue, at 820, for a distance of 25 feet -- at all times -- daily; West Bradley Place, at 809, for a distance of 25 feet -- at all times -- daily;
<i>SCHULTER</i> (47th Ward)	North Lincoln Avenue, at 4930 -- 7:30 A.M. to 4:30 P.M. -- Monday through Friday;
<i>M. SMITH</i> (48th Ward)	West Lawrence Avenue (south side) from a point 172 feet east of North Sheridan Road, to a point 50 feet east thereof -- 9:00 A.M. to 7:00 P.M. -- Monday through Friday.

Referred -- AMENDMENT OF ORDINANCE WHICH
ESTABLISHED LOADING ZONE ON PORTION
OF NORTH LA SALLE STREET.

Alderman Natarus (42nd Ward) presented a proposed ordinance to amend a previously passed ordinance which established loading zones on portions of specified public ways by striking the words: "North LaSalle Street, at 730 -- 738 -- tow-away zone" and inserting in lieu thereof: "North LaSalle Street, at 730 -- 738 -- fifteen minute standing zone -- unattended vehicles must have hazard lights flashing -- after fifteen minutes tow-away zone -- Monday through Saturday -- 9:30 A.M. to 6:00 P.M.", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH
ESTABLISHED LOADING ZONE ON PORTION
OF NORTH LINCOLN AVENUE.

Alderman O'Connor (40th Ward) presented a proposed ordinance to amend a previously passed ordinance which established loading zones on portions of specified public ways by striking the words: "North Lincoln Avenue, at 5639", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
LOADING ZONE AT 738 NORTH WELLS STREET.

Alderman Natarus (42nd Ward) presented a proposed ordinance to amend a previously passed ordinance which established loading zones on portions of specified public ways by striking the words: "North Wells Street, at 738 -- no parking, loading zone -- 10:00 A.M. to 6:00 P.M. -- Monday through Saturday (tow-away zone)" and inserting in lieu thereof: "North Wells Street, at 738 -- no parking, loading zone -- 10:00 A.M. to 12:00 A.M. -- Monday through Saturday (tow-away zone)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- ESTABLISHMENT OF FIFTEEN MINUTE
LOADING ZONES/TOW-AWAY ZONES AT
SUNDRY LOCATIONS.

Alderman Natarus (42nd Ward) presented three proposed ordinances to establish fifteen minute loading zones/tow-away zones at the locations designated and for the distances and times specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

West Grand Avenue, at 100 -- 7:00 A.M. to 1:00 A.M. -- daily;

West Grand Avenue, at 100 (North Clark Street side of building) -- 7:00 A.M. to 1:00 A.M. -- daily;

West Superior Street, at 200 -- 9:00 A.M. to 6:00 P.M. -- Monday through Saturday.

Referred -- ESTABLISHMENT OF ONE-WAY TRAFFIC RESTRICTION
ON PORTIONS OF SPECIFIED PUBLIC WAYS.

The aldermen named below presented proposed ordinances to restrict the movement of vehicular traffic to a single direction in each case on specified public ways, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location And Distance
<i>OLIVO</i> (13th Ward)	West 65th Place, in the 3500 block -- westerly;
<i>BURKE</i> (14th Ward)	South St. Louis Avenue, from West 63rd Street to West 67th Street -- southerly;
<i>MURPHY</i> (18th Ward)	South Sacramento Avenue, from West 86th Street to a point 125 feet south thereof -- southerly;
<i>RUGAI</i> (19th Ward)	South Homan Avenue, from West 114th Street to West 115th Street -- southerly;
<i>MUNOZ</i> (22nd Ward)	West 24th Street, from South Kedvale Avenue to South Karlov Avenue -- easterly;
	East/west alley bounded by West 24th Street, West 24th Place, South Karlov Avenue and South Kedvale Avenue -- westerly;
	East/west alley (first alley south of West 31st Street) bounded by South Harding Avenue, South Springfield Avenue, West 31st Street and West 32nd Street -- easterly;

Alderman	Location And Distance
OCASIO (26th Ward)	West Bloomingdale Avenue, from North Kedzie Avenue to North Humboldt Drive -- easterly;
MOORE (49th Ward)	West Farwell Avenue, from North Ridge Avenue to North Wolcott Avenue -- westerly.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
ONE-WAY TRAFFIC RESTRICTION ON PORTION
OF SOUTH ADA STREET.

Alderman Troutman for the 21st Ward presented a proposed ordinance to amend a previously passed ordinance which restricted the flow of traffic to a single direction on portions of specified public ways by striking the words: "South Ada Street, in the 8800 block, from the alley to West 87th Street -- northerly", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
ONE-WAY TRAFFIC RESTRICTION ON PORTION
OF WEST 69TH PLACE.

Alderman Olivo (13th Ward) presented a proposed ordinance to amend an ordinance passed by the City Council on January 14, 1997 (Council Journal of Proceedings, page 37707) which restricted the movement of vehicular traffic to a single direction on portions of specified public ways by striking the words: "West 69th Place, from South Lawndale Avenue to South Pulaski Road -- easterly" and inserting in lieu thereof: "West 69th Place, from South Lawndale Avenue to the first alley east thereof -- easterly", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF TRAFFIC FLOW ON PORTION
OF WEST WABANSIA AVENUE.

Alderman Ocasio (26th Ward) presented a proposed ordinance to restrict the flow of traffic to a westerly direction on West Wabansia Avenue, from North Leavitt Street to North Claremont Avenue and to amend the westerly traffic restriction and to allow for traffic to flow in both directions on West Wabansia Avenue, from North Claremont Avenue to North Western Avenue, which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- INSTALLATION OF PARKING METERS
AT SPECIFIED LOCATIONS.

The aldermen named below presented proposed orders for the installation of parking meters at the locations and for the distances specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location and Distance
BURNETT (27th Ward)	West Randolph Street (north side) in the 700 block -- 9:00 A.M. to 6:00 P.M. -- daily -- thirty minute/ two hour limit;
NATARUS (42nd Ward)	North Kingsbury Street (east side) from the John F. Kennedy Expressway to West Erie Street -- 25¢ for thirty minutes -- ten hour limit -- 8:00 A.M. to 6:00 P.M. -- Monday through Friday;
SCHULTER (47th Ward)	North Lincoln Avenue, at 4662.

Referred -- PROHIBITION OF PARKING AT ALL TIMES
AT DESIGNATED LOCATIONS.

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 Traffic Control and Safety*, as follows:

Alderman	Location And Distance
<i>GRANATO</i> (1st Ward)	West Chestnut Street, at 1536 (except for handicapped); North Maplewood Avenue, at 855 (except for handicapped);
<i>PRECKWINKLE</i> (4th Ward)	South Kimbark Avenue, at 5458 (except for handicapped); South Vincennes Avenue, at 4942 (except for handicapped); East 50th Street, at 1640 (except for handicapped);
<i>HOLT</i> (5th Ward)	East 65th Street (near and around entranceway) at South Michigan Avenue (20 parking spaces) public benefit (except for handicapped); East 74th Place, at 1514 (except for handicapped);
<i>STEELE</i> (6th Ward)	South Indiana Avenue, at 7511 (except for handicapped); South Perry Avenue, at 6930 (except for handicapped); South Prairie Avenue, at 7229 (except for handicapped);

10/28/97

NEW BUSINESS PRESENTED BY ALDERMEN

55065

Alderman

Location And Distance

South Prairie Avenue, at 8212
(except for handicapped);

South Vernon Avenue, at 7548
(except for handicapped);

East 89th Street, at 632 (except for
handicapped);

East 91st Place, at 521 (except for
handicapped);

BEAVERS (7th Ward)

South Crandon Avenue, at 7730
(except for handicapped);

South Phillips Avenue, at 8312
(except for handicapped);

East 87th Street, at 3150 (at
driveway);

DIXON (8th Ward)

South Blackstone Avenue, at 8452
(except for handicapped);

South Crandon Avenue, at 8405
(except for handicapped);

South Drexel Avenue, at 8418
(except for handicapped);

South East End Avenue, at 7645
(except for handicapped);

South Ingleside Avenue, at 8225
(except for handicapped);

East 84th Street, at 1632 (except
for handicapped);

SHAW (9th Ward)

South Calumet Avenue, at 13336
(except for handicapped);

Alderman	Location And Distance
	South Indiana Avenue, at 10019 (except for handicapped);
	South Prairie Avenue, at 10831 (except for handicapped);
	East 105th Place, at 654 (except for handicapped);
<i>BUCHANAN</i> (10th Ward)	South Avenue H, at 10533 (except for handicapped);
<i>FRIAS</i> (12th Ward)	West Pershing Road (south side) in the 3500 block (trucks);
<i>OLIVO</i> (13th Ward)	South Keating Avenue, at 6336 (except for handicapped);
	South Komensky Avenue, at 6024 (except for handicapped);
	West 64th Place, at 3740 (except for handicapped);
<i>BURKE</i> (14th Ward)	South Albany Avenue, at 4514 (except for handicapped);
	South Richmond Street, at 6207 (except for handicapped);
	South Washtenaw Avenue, at 5259 (alongside on West 53rd Street) (except for handicapped);
	West 42nd Street, at 3008 (except for handicapped);
	West 42nd Street, at 3130 (except for handicapped);

10/28/97

NEW BUSINESS PRESENTED BY ALDERMEN

55067

Alderman

Location And Distance

JONES (15th Ward)

South Maplewood Avenue, at 6122
(except for handicapped);

South Rockwell Street, at 6224
(except for handicapped);

South Winchester Avenue, at 6331
(except for handicapped);

South Wolcott Avenue, at 6119
(except for handicapped);

South Wood Street, at 6505
(except for handicapped);

PETERSON (17th Ward)

South Honore Street, at 7339
(except for handicapped);

South Morgan Street, at 7519
(except for handicapped);

South Union Avenue, at 7616
(except for handicapped);

South Union Avenue, at 7617
(except for handicapped);

West 73rd Place, at 1332 (except for
handicapped);

MURPHY (18th Ward)

South Aberdeen Street, at 8205
(except for handicapped);

South May Street, at 8420 (except
for handicapped);

South Paulina Street, at 7933
(except for handicapped);

South Paulina Street, at 7937
(except for handicapped);

Alderman	Location And Distance
<i>TROUTMAN</i> (20th Ward)	South Prairie Avenue, at 6837 (except for handicapped); South Vernon Avenue, at 6543 (except for handicapped); South Wabash Avenue, at 6938 (except for handicapped); South Woodlawn Avenue, at 6555 (except for handicapped); East 62nd Street, at 1108 (except for handicapped);
<i>MUNOZ</i> (22nd Ward)	South Kenneth Avenue, at 2227 (except for handicapped); South Kenneth Avenue, at 2241 (except for handicapped); South Kildare Avenue, at 2250 (except for handicapped);
<i>ZALEWSKI</i> (23rd Ward)	South Keating Avenue, at 4922 (except for handicapped); South Knox Avenue, at 4837 (except for handicapped); South Massasoit Avenue, at 5723 (except for handicapped);
<i>SOLIS</i> (25th Ward)	West Cermak Road, at 1748 (except for handicapped); South Green Street, at 3230 (except for handicapped); South Laflin Street, at 1819 (except for handicapped);

Alderman	Location And Distance
	West 19th Street, at 1727 (except for handicapped);
	West 31st Place, at 1050 (except for handicapped);
<i>BURNETT</i> (27th Ward)	North Albany Avenue, at 271 (install sign on side of building at 3100 West Fulton Boulevard) (in driveway);
	North Lawndale Avenue, at 946 (except for handicapped);
	West Washington Boulevard, at 1000 (install 3 feet north of lobby entrance stairs and 6 feet south of intersection of North Carpenter Street);
<i>BURRELL</i> (29th Ward)	North Luna Avenue, at 1531 (except for handicapped);
<i>WOJCIK</i> (30th Ward)	West Medill Avenue, at 5128 (except for handicapped);
	West Melrose Street, at 4027 (except for handicapped);
<i>SUAREZ</i> (31st Ward)	West Altgeld Street, at 4541 (except for handicapped);
	North Kilbourn Avenue, at 3049 (except for handicapped);
	North Knox Avenue, at 2224 (except for handicapped);
	North Kostner Avenue, at 1919 (except for handicapped);

Alderman	Location And Distance
<i>BANKS</i> for <i>AUSTIN</i> (34th Ward)	South Ashland Avenue, at 11653 (except for handicapped); South Green Street, at 10433 (except for handicapped); South Normal Avenue, at 11634 (except for handicapped); South Parnell Avenue, at 11040 (except for handicapped); South Princeton Avenue, at 11645 (except for handicapped);
<i>COLOM</i> (35th Ward)	North Drake Avenue, at 1931 (except for handicapped); North Humboldt Boulevard, at 1955 (except for handicapped); North Lawndale Avenue, at 2443 (except for handicapped); North Lawndale Avenue, at 2516 (except for handicapped); West Lyndale Street, at 2861 (except for handicapped); West Palmer Street, at 3531 (except for handicapped); West Shakespeare Avenue, at 3655 (except for handicapped); North Wellington Avenue, at 2958 (except for handicapped); West Wrightwood Avenue, at 3520 (except for handicapped);

Alderman	Location And Distance
<i>BANKS</i> (36th Ward)	North New England Avenue, at 3655 (except for handicapped); North Oak Park Avenue, at 2618 (except for handicapped); North Osage Avenue, at 3447 (except for handicapped);
<i>GILES</i> (37th Ward)	West Haddon Avenue, at 5423 (except for handicapped); North Latrobe Avenue, at 1434 (except for handicapped); North Lorel Avenue, at 1014 (except for handicapped);
<i>ALLEN</i> (38th Ward)	North Austin Avenue, at 4310 (except for handicapped); West Byron Street, at 6224 (except for handicapped); West Cornelia Avenue, at 5615 (except for handicapped); North Moody Avenue, at 4119 (except for handicapped);
<i>LAURINO</i> (39th Ward)	North Lawndale Avenue, at 6257 (except for handicapped) West Sunnyside Avenue, at 3655 (except for handicapped)
<i>O'CONNOR</i> (40th Ward)	North Glenwood Avenue, at 6100 (except for handicapped)

Alderman	Location And Distance
<i>BERNARDINI</i> (43rd Ward)	West Arlington Place, at 418 (except for handicapped)
<i>LEVAR</i> (45th Ward)	West Ardmore Avenue, at 5500 (except for handicapped) West Holbrook Street, at 6324 (except for handicapped) West Windsor Avenue, at 5221 (except for handicapped)
<i>SCHULTER</i> (47th Ward)	West Cullom Avenue, at 1913 (except for handicapped) West Grace Street, at 1848 (except for handicapped) West Hutchinson Street, at 1446 (except for handicapped)
<i>MOORE</i> (49th Ward)	West Greenleaf Avenue, at 1364 (except for handicapped)
<i>STONE</i> (50th Ward)	North Artesian Avenue, at 6255 (except for handicapped) North Sacramento Avenue, at 6200 (except for handicapped); North Seeley Avenue, at 6819 (except for handicapped); North Whipple Street, at 6304 (except for handicapped).

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
10524 SOUTH AVENUE O.

Alderman Buchanan (10th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "South Avenue O, at 10524 (Handicapped Parking Permit 11771)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
4002 WEST BERTEAU AVENUE.

Alderman Wojcik (30th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "West Berteau Avenue, at 4002 (Handicapped Parking Permit 10343)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
2802 WEST BERWYN AVENUE.

Alderman O'Connor (40th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "West Berwyn Avenue, at 2802 (Handicapped Parking Permit 14553)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
5449 WEST DAKIN STREET.

Alderman Allen (38th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "West Dakin Street, at 5449 (Handicapped Parking Permit 8863)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
7533 SOUTH ELLIS AVENUE.

Alderman Holt (5th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "South Ellis Avenue, at 7533 (Handicapped Parking Permit 10469)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
7811 SOUTH GREEN STREET.

Alderman Peterson (17th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "South Green Street, at 7811 (Handicapped Parking Permit 7521)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
8520 SOUTH HONORE STREET.

Alderman Murphy (18th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "South Honore Street, at 8520 (Handicapped Parking Permit 13466)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
6828 SOUTH INDIANA AVENUE.

Alderman Troutman (20th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "South Indiana Avenue, at 6828 (Handicapped Parking Permit 6994)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT 3251
NORTH KENNETH AVENUE.

Alderman Wojcik (30th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "North Kenneth Avenue, at 3251 (Handicapped Parking Permit 08102)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT 3625
SOUTH LAKE PARK AVENUE.

Alderman Preckwinkle (4th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "South Lake Park Avenue, at 3625 (Handicapped Parking Permit 10875)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT 6219
SOUTH LANGLEY AVENUE.

Alderman Troutman (20th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "South Langley Avenue, at 6219 (Handicapped Parking Permit 12523)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
711 NORTH LEAVITT STREET.

Alderman Granato (1st Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "North Leavitt Street, at 711 (Handicapped Parking Permit 3831)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
2309 SOUTH LEAVITT STREET.

Alderman Solis (25th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "South Leavitt Street, at 2309 (Handicapped Parking Permit 8974)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
2527 NORTH LOTUS AVENUE.

Alderman Wojcik (30th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "North Lotus Avenue, at 2527 (Handicapped Parking Permit 14196)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
5618 -- 5622 NORTH MILTIMORE AVENUE.

Alderman Levar (45th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "North Miltimore Avenue, at 5618 -- 5622 (Handicapped Parking Permit 5576)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
3280 NORTH MILWAUKEE AVENUE.

Alderman Wojcik (30th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "North Milwaukee Avenue, at 3280 (loading zone -- 7:00 A.M. to 6:00 P.M.)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
616 SOUTH OAKLEY BOULEVARD.

Alderman Haithcock (2nd Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "South Oakley Boulevard, at 616 (Handicapped Parking Permit 13420)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
832 NORTH PAULINA STREET.

Alderman Granato (1st Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "North Paulina Street, at 832 (Handicapped Parking Permit 13677)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
2828 NORTH PINE GROVE AVENUE.

Alderman Hansen (44th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "North Pine Grove Avenue, at 2828 (Handicapped Parking Permit 14655)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
1928 WEST POTOMAC AVENUE.

Alderman Granato (1st Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "West Potomac Avenue, at 1928 (Handicapped Parking Permit 5356)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
2732 WEST RASCHER AVENUE.

Alderman O'Connor (40th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "West Rascher Avenue, at 2732 (Handicapped Parking Permit 12377)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
6045 SOUTH ST. LAWRENCE AVENUE.

Alderman Troutman (20th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "South St. Lawrence Avenue, at 6045 (Handicapped Parking Permit 1949)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
4550 WEST SCHUBERT AVENUE.

Alderman Suarez (31st Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "West Schubert Avenue, at 4550 (Handicapped Parking Permit 11973)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
2855 NORTH SOUTHPORT AVENUE.

Alderman Gabinski (32nd Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "North Southport Avenue, at 2855 (Handicapped Parking Permit 5858)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
6541 SOUTH WHIPPLE STREET.

Alderman Burke (14th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "South Whipple Street, at 6541 (Handicapped Parking Permit 7797)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
2021 WEST 21ST PLACE.

Alderman Solis (25th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "West 21st Place, at 2021 (Handicapped Parking Permit 11434)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
909 WEST 31ST STREET.

Alderman Solis (25th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "West 31st Street, at 909 (handicapped permit parking)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
6154 WEST 63RD STREET.

Alderman Zalewski (23rd Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "West 63rd Street, at 6154 (handicapped permit parking)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- REMOVAL OF PARKING PROHIBITION
AT ALL TIMES AT SUNDRY LOCATIONS.

Alderman Munoz (22nd Ward) presented four ordinances for the removal of parking prohibitions in effect at all times at the locations specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

South Kedvale Avenue, at 2209;

South Springfield Avenue, at 3255;

South Springfield Avenue, at 6356;

South St. Louis Avenue, at 2751.

Referred -- RELOCATION OF PARKING PROHIBITION AT ALL
TIMES TO 2425 NORTH SPRINGFIELD AVENUE.

Alderman Colom (35th Ward) presented a proposed ordinance to relocate a parking prohibition in effect at all times from its current location at 3901 West Schubert Avenue to a new location at 2425 North Springfield Avenue, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- PROHIBITION OF PARKING DURING SPECIFIED
HOURS ON PORTION OF SOUTH LAKE PARK AVENUE.

Alderman Preckwinkle (4th Ward) presented a proposed ordinance to prohibit the parking of vehicles at 4434 South Lake Park Avenue, from 8:30 A.M. to 4:30 P.M., on all school days, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH
ESTABLISHED PARKING PROHIBITION
AT 1930 WEST 22ND PLACE.

Alderman Solis (25th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles on portions of specified public ways by striking the words: "West" 22nd Place, at 1930 (Handicapped Parking Permit 12998)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH PROHIBITED
STANDING OR STOPPING OF VEHICLES ON PORTION
OF SOUTH MICHIGAN AVENUE.

Alderman Shaw (9th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the standing or stopping of vehicles on portions of specified public ways by striking the words: "South Michigan Avenue (east side) from East 116th Street to East 117th Street -- at all times", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- CONSIDERATION FOR ESTABLISHMENT OF
RESIDENTIAL PERMIT PARKING ZONES AT
SPECIFIED LOCATIONS.

The aldermen named below presented proposed orders to give consideration to the establishment of residential permit parking zones at the locations designated and for the distances and times specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location, Distance And Time
GRANATO (1st Ward)	West Thomas Street (both sides) in the 1500 block -- at all times;
STEELE (6th Ward)	South Wabash Avenue (east side) from East 78th Street to East 79th Street;
OCASIO (26th Ward)	West Lyndale Street (south side) from the first alley west of North Maplewood Avenue to North Rockwell Street;
	West Medill Avenue, in the 2500 block -- 6:00 P.M. to 6:00 A.M. -- daily -- no exceptions;
WOJCIK (30th Ward)	West Belle Plaine Avenue (both sides) from North Pulaski Road to North Keeler Avenue -- 4:00 P.M. to 6:00 A.M.;
	North Keating Avenue (both sides) from West Roscoe Street to West Cornelia Avenue -- 4:00 P.M. to 6:00 A.M.;
BANKS (36th Ward)	North Narragansett Avenue, at 3039 (alongside on West Nelson Street) from North Narragansett Avenue to the first alley east thereof.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
RESIDENTIAL PERMIT PARKING ZONE ON PORTION
OF SOUTH ABERDEEN STREET.

Alderman Peterson (17th Ward) presented a proposed ordinance to amend a previously passed ordinance which established residential permit parking zones on portions of specified public ways by striking the words: "South Aberdeen Street (both sides) in the 7700 block -- Residential Permit Parking Zone 214 -- no parking at any time", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
RESIDENTIAL PERMIT PARKING ZONE ON PORTION
OF SOUTH BRIGHTON PLACE.

Alderman Burke (14th Ward) presented a proposed ordinance to amend a previously passed ordinance which established residential permit parking zones on portions of specified public ways by striking the words: "South Brighton Place, in the 4000 block (Zone 185)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
RESIDENTIAL PERMIT PARKING ZONE ON PORTION
OF SOUTH MERRILL AVENUE.

Alderman Dixon (8th Ward) presented a proposed ordinance to amend a previously passed ordinance which established residential permit parking zones on portions of specified public ways by striking the words: "South Merrill Avenue, in the 8700 block (Zone 356)" and inserting in lieu thereof: "South Merrill Avenue, in the 8700 block (Zone 66)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
RESIDENTIAL PERMIT PARKING ZONE ON PORTION
OF NORTH RUTHERFORD AVENUE.

Alderman Banks (36th Ward) presented a proposed ordinance to amend a previously passed ordinance which established residential permit parking zones on portions of specified public ways by striking the words: "North Rutherford Avenue (both sides) from 3200 to 3214 -- at all times", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
RESIDENTIAL PERMIT PARKING ZONE ON PORTION
OF WEST SCHOOL STREET.

Alderman Banks (36th Ward) presented a proposed ordinance to amend a previously passed ordinance which established residential permit parking zones on portions of specified public ways by striking the words: "West School Street (both sides) from North Harlem Avenue to the first alley west thereof -- at all times (Zone 162)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
RESIDENTIAL PERMIT PARKING ZONE ON PORTION
OF WEST 41ST PLACE.

Alderman Burke (14th Ward) presented a proposed ordinance to amend a previously passed ordinance which established residential permit parking zones on portions of specified public ways by striking the words: "West 41st Place, in the 3000 block (Zone 203)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- DESIGNATION OF SERVICE DRIVES/DIAGONAL
PARKING AT SPECIFIED LOCATIONS.

The aldermen named below presented proposed ordinances to designate service drives and permit diagonal parking in the locations and for the distances specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location And Distance
SHAW (9th Ward)	South Forrestville Avenue (west side) north of East 115th Street; East 105th Street, at west side of South Michigan Avenue (south-west corner) from South Michigan Avenue to the alley;
OLIVO (13th Ward)	West 62nd Street, from South St. Louis Avenue west to 3509;
GILES (37th Ward)	North Leamington Avenue (west side) at 1150 -- 1152.

Referred -- CONSIDERATION FOR ERECTION OF SCHOOL SPEED
ZONE ON PORTION OF SOUTH STONY ISLAND AVENUE.

Alderman Holt (5th Ward) presented a proposed order directing the Commissioner of Transportation to give consideration to the erection of a school speed zone on the east side of South Stony Island Avenue, from East 73rd Street to East 74th Street, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- ESTABLISHMENT OF TOW-AWAY ZONES
AT SPECIFIED LOCATIONS.

The aldermen named below presented proposed ordinances to establish tow-away zones at the locations designated and for the distances and times specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location, Distance And Time
<i>PETERSON</i> (17th Ward)	West 79th Street (both sides) at the corner of South Yale Avenue -- at all times -- no exceptions;
<i>BURNETT</i> (27th Ward)	West Washington Boulevard, at 1000 (loading dock) 9:00 A.M. to 7:00 P.M. -- daily.

Referred -- ESTABLISHMENT OF NO STOPPING/NO STANDING/
NO PARKING/TOW-AWAY ZONES AT SPECIFIED
LOCATIONS.

Alderman Natarus (42nd Ward) presented two proposed ordinances to establish no stopping/no standing/no parking/tow-away zones at the locations designated and for the times specified, which was *Referred to the Committee on Traffic Control and Safety*, as follows:

West Goethe Street, from North Dearborn Parkway to the first alley east thereof -- at all times -- no exceptions; and

North LaSalle Street (east side) from West Grand Avenue to West Ontario Street -- at all times -- no exceptions.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
TOW-AWAY ZONE ON PORTION OF EAST
DELAWARE PLACE.

Alderman Natarus (42nd Ward) presented a proposed ordinance to amend a previously passed ordinance which established tow-away zones on portions of specified public ways by striking the words: "East Delaware Place, at 230 -- tow-away zone" and inserting in lieu thereof: "East Delaware Place, at 230 -- fifteen minute standing zone -- unattended vehicles must have hazard lights flashing -- after fifteen minutes -- tow-away zone", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
TOW-AWAY ZONE ON PORTION OF WEST
MONROE STREET.

Alderman Natarus (42nd Ward) presented a proposed ordinance to amend a previously passed ordinance which established tow-away zones on portions of specified public ways by striking the words: "West Monroe Street, at 33 -- no exception" and inserting in lieu thereof: "West Monroe Street, at 33 -- 6:00 A.M. to 6:00 P.M.", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
TRAFFIC LANE TOW-AWAY ZONE AT 4750 NORTH
SHERIDAN ROAD.

Alderman Shiller (46th Ward) presented a proposed ordinance to amend an ordinance passed by the City Council on July 30, 1997 (Journal of the Proceedings of the City Council, page 50168) which established traffic lane tow-away zones at specified locations by striking the words: "4750 North Sheridan Road (for a distance of 25 feet) -- 9:00 A.M. to 5:00 P.M. -- everyday -- fifteen minute standing zone -- unattended vehicles must have lights flashing -- tow-away zone after fifteen minutes" and inserting in lieu thereof: "4750 North Sheridan Road (for a distance of 25 feet) everyday -- fifteen minute standing zone -- unattended vehicles must have lights flashing -- tow-away

zone after fifteen minutes", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- CONSIDERATION FOR INSTALLATION OF AUTOMATIC
TRAFFIC CONTROL SIGNALS AT SPECIFIED
LOCATIONS.

The aldermen named below presented proposed orders directing the Commissioner of Transportation to give consideration to the installation of automatic traffic control signals at specified locations, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location
WOJCIK (30th Ward)	West Belmont Avenue and Knox Avenue;
ALLEN (38th Ward)	West Addison Street and North Melvina Avenue;
	West Berenice Avenue and North Narragansett Avenue.

Referred -- CONSIDERATION FOR INSTALLATION OF
"LEFT TURN" SIGNAL ON SOUTH COLUMBUS
DRIVE AT EAST BALBO DRIVE.

Alderman Natarus (42nd Ward) presented a proposed order authorizing the Commissioner of Transportation to give consideration to the installation of a "Left Turn" signal on South Columbus Drive, at East Balbo Drive, which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- CONSIDERATION FOR INSTALLATION OF
TRAFFIC SIGNS AT SPECIFIED LOCATIONS.

The aldermen named below presented proposed orders to give consideration to the installation of traffic signs of the nature indicated and at the locations specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location And Type Of Sign
<i>HOLT</i> (5th Ward)	East 57th Street, at South Harper Avenue -- "Stop";
	East 68th Street, at South Dorchester Avenue -- "Stop";
	East 68th Street, at South Harper Avenue -- "Stop";
	At northwest and southwest corners of the alley on East 69th Street, between South Stony Island Avenue and South Cornell Avenue (corner clearance) "No Parking";
	East 73rd Street, at South Merrill Avenue -- "Stop";
	East 74th Street, at South Clyde Avenue -- "Stop";
	East 76th Street, at South Dorchester Avenue -- "Stop";
<i>BEAVERS</i> (7th Ward)	South Muskegon Avenue, at East 78th Street -- "Stop";

Alderman	Location And Type Of Sign
<i>DIXON</i> (8th Ward)	South Constance Avenue, at East 84th Street -- "Stop"; South Cregier Avenue and East 88th Street -- "All-Way Stop"; East 79th Street and South Maryland Avenue -- "All-Way Stop"; East 88th Street and South Ridgeland Avenue -- "All-Way Stop"; East 96th Street, at South University Avenue -- "Stop";
<i>SHAW</i> (9th Ward)	East 109th Street, at South Forrestville Avenue -- "Two-Way Stop";
<i>FRIAS</i> (12th Ward)	South Spaulding Avenue and West 38th Place -- "All-Way Stop";
<i>OLIVO</i> (13th Ward)	South Spaulding Avenue, at West 78th Street -- "Stop"; West 78th Street, at South Christiana Avenue -- "Stop";
<i>JONES</i> (15th Ward)	South Oakley Avenue, at West 70th Street -- "Stop"; West 70th Street and South Fairfield Avenue -- "Four-Way Stop"; West 70th Street and South Winchester Avenue -- "Two-Way Stop";

Alderman	Location And Type Of Sign
<i>PETERSON</i> (17th Ward)	West 72nd Street and South Normal Avenue -- "Slow -- 20 Miles Per Hour -- Children Crossing"; West 72nd Street and South Stewart Avenue -- "Slow -- 20 Miles Per Hour -- Children Crossing"; West 72nd Street and South Wallace Street -- "Slow -- 20 Miles Per Hour -- Children Crossing"; West 76th Street, at South Halsted Street, South Vincennes Avenue and South Wentworth Avenue -- "Low Viaducts Ahead -- 11 Feet, 4 Inches -- No Truck Outlet";
<i>MURPHY</i> (18th Ward)	South Honore Street, at West 81st Street -- "Stop"; West 82nd Street, at South Elizabeth Street -- "Stop"; West 84th Street, at South May Street -- "Stop";
<i>RUGAI</i> (19th Ward)	South Campbell Avenue, at 10048 -- "Handicapped Parking Only"; South Drake Avenue, at 10446 -- "Handicapped Parking Only"; West 92nd Place, between South Claremont Avenue and the cul-de-sac -- "One Hour Parking";
<i>TROUTMAN</i> for (21st Ward)	South Loomis Street and West 110th Street -- "Two-Way Stop";

Alderman	Location And Type Of Sign
	West 87th Street and South Wallace Street -- "Two-Way Stop";
<i>ZALEWSKI</i> (23rd Ward)	West 53rd Street and South Kenneth Avenue -- "Stop"; West 53rd Street and South Kilbourn Avenue -- "Stop";
<i>SOLIS</i> (25th Ward)	South Union Avenue, at West 48th Street -- "Stop";
<i>OCASIO</i> (26th Ward)	North Albany Avenue, at West Wabansia Avenue -- "Stop"; West Belden Avenue, at North Campbell Avenue -- "Stop" North Campbell Avenue (west side) from West Belmont Avenue to West Barry Avenue and (east side) from West Fletcher Street to West Barry Avenue -- "No Parking"; First alley on North Point Street, between West Francis Place and West Armitage Avenue -- "No Outlet"; School driveways located at West Francis Place and North Point Street -- "Do Not Enter -- School Property";
<i>BURNETT</i> (27th Ward)	West Kinzie Street onto West Grand Avenue -- "No Left Turn 12:00 A.M. To 5:00 A.M. -- Daily"; North Noble Street (both sides of fire lane) at 1155 -- "No Loitering/No Standing/No Parking";

Alderman	Location And Type Of Sign
<i>WOJCIK</i> (30th Ward)	North Linder Avenue, at West Wellington Avenue -- "Stop";
<i>SUAREZ</i> (31st Ward)	North Kilpatrick Avenue, at West Schubert Avenue (northwest corner) "Stop"; North Kilpatrick Avenue, at West Schubert Avenue (southeast corner) "Stop";
<i>BANKS</i> for <i>AUSTIN</i> (34th Ward)	South Lowe Avenue, at West 125th Street -- "Two-Way Stop"; South Parnell Avenue, at West 106th Street -- "Two-Way Stop"; West 104th Street, at South Perry Avenue -- "Two-Way Stop"; West 111th Place, at South Princeton Avenue -- "Two-Way Stop";
<i>COLOM</i> (35th Ward)	West Dickens Avenue, at North St. Louis Avenue -- "Stop"; West Diversey Avenue and North Spaulding Avenue -- "All-Way Stop"; West Schubert Avenue and North Troy Street -- "Four-Way Stop";
<i>GILES</i> (37th Ward)	West Iowa Street and North Lawler Avenue -- "Two-Way Stop";

Alderman	Location And Type Of Sign
<i>ALLEN</i> (38th Ward)	West Berenice Avenue, at North Major Avenue -- "Stop"; West Berenice Avenue and North Narragansett Avenue -- "Four-Way Stop";
<i>DOHERTY</i> (41st Ward)	North Hiawatha Avenue and North Keota Avenue -- "Four-Way Stop";
<i>SHILLER</i> (46th Ward) and <i>M. SMITH</i> (48th Ward)	West Ainslie Street and North Magnolia Avenue -- "Stop"; West Gunnison Street at North Magnolia Avenue -- "Stop";
<i>M. SMITH</i> (48th Ward)	West Ainslie Street and North Magnolia Avenue -- "Four-Way Stop"; West Early Avenue and North Wayne Avenue -- "Four-Way Stop"; West Gunnison Street and North Magnolia Avenue -- "Four-Way Stop";
<i>MOORE</i> (49th Ward)	North Ravenswood Avenue, at West Greenleaf Avenue -- "Stop".

2. ZONING ORDINANCE AMENDMENTS.

Referred -- ZONING RECLASSIFICATION OF PARTICULAR AREAS.

The aldermen named below presented sixteen proposed ordinances amending the Chicago Zoning Ordinance for the purpose of reclassifying particular areas, which were *Referred to the Committee on Zoning*, as follows:

BY ALDERMAN HAITHCOCK (2nd Ward):

To classify as an M1-1 Restricted Manufacturing District instead of a C2-4 General Commercial District the area shown on Map Number 4-F bounded by:

West 16th Street; South State Street; West 17th Street; and the alley next west of and parallel to South State Street.

BY ALDERMAN OCASIO (26th Ward):

To classify as an R3 General Residence District instead of an R4 General Residence District the area shown on Map Number 5-H bounded by:

the alley next south of and parallel to West Wabansia Avenue; North Leavitt Street; the alley next north of and parallel to West North Avenue; and the alley next west of and parallel to North Claremont Avenue.

To classify as an R3 General Residence District instead of an R4 General Residence District the area shown on Map Number 5-I bounded by:

West Bloomingdale Avenue; the alley next east of and parallel to North Kedzie Avenue; a line 95 feet north of West Wabansia Avenue; and North Kedzie Avenue.

To classify as an R3 General Residence District instead of an R4 General Residence District the area shown on Map Number 5-I bounded by:

West Bloomingdale Avenue or the line thereof if extended where no street exists; the alley next west of and parallel to North Richmond

Street; the alley next north of and parallel to West North Avenue or the line thereof if extended where no alley exists; North Humboldt Boulevard; the alley next north of and parallel to West North Avenue; and the alley next east of and parallel to North Whipple Street.

To classify as an R3 General Residence District instead of an R4 General Residence District the area shown on Map Number 5-I bounded by:

West Moffat Street; a line 75 feet west of North Campbell Avenue; West Bloomingdale Avenue (Chicago, Milwaukee, St. Paul and Pacific Railroad); a line 300 feet west of North Campbell Avenue; the alley next south of and parallel to West Moffat Street; and a line 275 feet west of North Campbell Avenue.

To classify as an R3 General Residence District instead of an R4 General Residence District the area shown on Map Number 5-I bounded by:

a line 37 feet south of West Wabansia Avenue; the alley next east of and parallel to North Kedzie Avenue; a line 365 feet south of West Wabansia Avenue; and North Kedzie Avenue.

To classify as an R3 General Residence District instead of R4 and R5 General Residence Districts the area shown on Map Number 5-J bounded by:

West Cortland Street; North Kedzie Avenue; a line 100 feet north of the alley next north of and parallel to West North Avenue; the alley west of and parallel to North Kedzie Avenue; West Wabansia Avenue; a line 125 feet west of North Kedzie Avenue; the alley next north of and parallel to West Wabansia Avenue; and the alley next west of and parallel to North Kedzie Avenue.

To classify as an R3 General Residence District instead of an R5 General Residence District the area shown on Map Number 5-J bounded by:

a line 175 feet north of the north line of the right-of-way of the Chicago, Milwaukee, St. Paul and Pacific Railroad; North Kimball Avenue; a line from a point 55 feet north of the north line of the right-of-way of the Chicago, Milwaukee, St. Paul and Pacific Railroad as measured along the east line of North Kimball Avenue, to a point 250.62 feet east of North Kimball as measured along the north line of right-of-way of the Chicago, Milwaukee, St. Paul and Pacific Railroad; the north line of the right-of-way of the Chicago, Milwaukee, St Paul and Pacific Railroad; and North St. Louis Avenue.

ALDERMAN AUSTIN (34th Ward):

To classify as an R3 General Residence District instead of a B4-1 and C1-1 Restricted Commercial District the area shown on Map Number 26-F bounded by:

West 103rd Street; a line 456 feet west of South State Street; the alley next south of and parallel to West 103rd Street; and a line 254 feet east of South Wentworth Avenue.

To classify as an M1-1 Restricted Manufacturing District instead of an R2 Single-Family Residence District the area shown on Map Number 28-G bounded by:

a line 348.5 feet north of West 118th Street; the alley next east of and parallel to South Carpenter Street; West 118th Street; and South Carpenter Street.

To classify as an M1-1 Restricted Manufacturing District instead of an R2 Single-Family Residence District the area shown on Map Number 30-G bounded by:

the southerly right-of-way line of the Illinois Central Railroad; South Aberdeen Street; West 122nd Street; South Racine Avenue; the alley next north of and parallel to West 122nd Street; and the alley next east of and parallel to South Racine Avenue.

To classify as an M2-2 General Manufacturing District instead of Institutional Planned Development Number 311 the area shown on Map Number 30-G bounded by:

a line 55 feet south of and parallel to the south line of West 119th Street; a line 2,449.58 feet east of and parallel to the east line of South Ashland Avenue; the centerline of West 120th Street; and a line 1,698.08 feet east of and parallel to the east line of South Ashland Avenue.

To classify as an M1-1 Restricted Manufacturing District instead of an R2 Single-Family Residence District the area shown on Map Number 30-G bounded by:

the alley next north of and parallel to West 122nd Street; South Green Street; West 122nd Street; and South Peoria Street.

BY ALDERMAN BANKS (36th Ward):

To classify as a B2-1 Restricted Retail District instead of a B4-1 Restricted Service District the area shown on Map Number 7-N bounded by:

West Belmont Avenue; a line 125 feet east of North Harlem Avenue; a line 257 feet north of West Barry Avenue; and North Harlem Avenue.

BY ALDERMAN NATARUS (42nd Ward):

To classify as an R6 General Residence District instead of an R7 General Residence District the area shown on Map Number 3-E bounded by:

West Goethe Street; North Stone Street; the alley next south of and parallel to West Goethe Street; and the alley next east of and parallel to North Astor Street.

BY ALDERMAN STONE (50th Ward):

To classify as an R4 General Residence District instead of a B4-2 Restricted Service District the area shown on Map Number 19-H bounded by:

a line 200 feet north of West Jarvis Avenue; the alley next east of and parallel to North Western Avenue; a line 150 feet north of West Jarvis Avenue; and North Western Avenue.

3. CLAIMS.

Referred -- CLAIMS AGAINST CITY OF CHICAGO.

The aldermen named below presented thirty-four proposed claims against the City of Chicago for the claimants named as noted, respectively, which were *Referred to the Committee on Finance*, as follows

JONES (15th Ward)

Mr. Tyrone Smith;

RUGAI (19th Ward)

Mr. Roger J. Mulcahy;

WOJCIK (30th Ward)

Fountainaire Condominium;

Mr. Tom P. Lach;

BANKS (36th Ward)

Mr. Casimir A. Czerkawski;

Palmer Courts (2);

Pueblo Commons Condominium
Association (2);

DOHERTY (41st Ward)

Mr. Bruce J. Clark;

Edgewood Manor IV;

Friendly Village Number 4
Condominium Association;

Glenmont Court Condominium
Association;

Innisbrook Condominium
Number 5;

Mr. Joseph C. Maniettsa;

NATARUS (42nd Ward)

State Parkway Condominium
Association;

50 East Bellevue Condominium
Association;

119 West Chestnut Condominium
Association;

860 Lake Shore Drive Trust;

1010 Lake Shore Drive Association;

1100 North Lake Shore Drive
Condominium;

HANSEN (44th Ward)

Aldine Court Condominium
Association;

	The Wellington Condominium Association;
	708 -- 714 West Wellington Condominium Association (2);
	2970 Lake Shore Drive Condominium Association;
	3150 Condominium Association;
<i>SHILLER</i> (46th Ward)	Dover Suites Condominium Association;
	Imperial Towers Condominium;
<i>M. SMITH</i> (48th Ward)	First Kenmore Condominium Association;
	Mr. Edward J. Lomax;
	1407 -- 1409 West Elmdale Condominium Association;
<i>STONE</i> (50th Ward)	Ridge House Condominiums (2).

4. UNCLASSIFIED MATTERS.

(Arranged In Order According To Ward Numbers)

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 GRANATO (1st Ward):

Referred -- EXEMPTION OF VARIOUS APPLICANTS FROM
PHYSICAL BARRIER REQUIREMENT PERTAINING TO
ALLEY ACCESSIBILITY FOR SPECIFIED
PARKING FACILITIES.

Two proposed ordinances to exempt the applicants listed from the physical barrier requirement pertaining to alley accessibility for the parking facilities adjacent to the locations specified, pursuant to 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:

Mr. John Holmes -- 1545 North Bosworth Avenue; and

Mr. Chas W. Schult -- 615 North Noble Street.

Presented By

ALDERMAN HAITHCOCK (2nd Ward):

Referred -- GRANT OF PRIVILEGE TO MEYERS DEVELOPMENT
CORP. TO CONSTRUCT, MAINTAIN AND USE BALCONIES
OVER PUBLIC WAY ADJACENT TO
50 EAST 26TH STREET.

A proposed ordinance to grant permission and authority to Meyers Development Corp. to construct, maintain and use forty-two balconies over the public way adjacent to 50 East 26th Street, which was *Referred to the Committee on Transportation and Public Way*.

Referred -- EXEMPTION OF VARIOUS APPLICANTS FROM
PHYSICAL BARRIER REQUIREMENT PERTAINING TO
ALLEY ACCESSIBILITY FOR SPECIFIED
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 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:

D2 Holding Corporation -- 547 South Clark Street; and
Sewing Exchange Lofts -- 1844 South Michigan Avenue.

Presented By

ALDERMAN PRECKWINKLE (4th Ward):

Referred -- EXEMPTION OF MR. ROBERT BLACKWELL FROM
PHYSICAL BARRIER REQUIREMENT PERTAINING TO
ALLEY ACCESSIBILITY FOR PARKING FACILITIES
FOR 4058 SOUTH ELLIS AVENUE.

A proposed ordinance to exempt Mr. Robert Blackwell from the physical barrier requirement pertaining to alley accessibility for the parking facilities for 4058 South Ellis Avenue, pursuant to Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which was *Referred to the Committee on Transportation and Public Way*.

Referred -- EXEMPTION OF 4926 SOUTH KIMBARK AVENUE FROM
ALL 1997 -- 1998 CITY FEES UNDER HISTORIC
LANDMARK STATUS.

Also, a proposed order providing inclusive exemption from all 1997 -- 1998 city fees to 4926 South Kimbark Avenue under its historic landmark status, which was *Referred to the Committee on Historical Landmark Preservation*.

Presented By

ALDERMAN HOLT (5th Ward):

Referred -- EXEMPTION OF THE UNIVERSITY OF CHICAGO FROM
ALL 1997 -- 1998 CITY FEES UNDER
NOT-FOR-PROFIT STATUS.

A proposed ordinance providing inclusive exemption from all 1997 -- 1998 city fees to The University of Chicago under its not-for-profit status, which was *Referred to the Committee on Finance*.

Referred -- REDUCTION IN ANNUAL LICENSE FEE
FOR SPECIAL POLICE EMPLOYED BY
THE UNIVERSITY OF CHICAGO.

Also, a proposed ordinance which would allow The University of Chicago to pay a reduced license fee of \$10.00 for each of the special police employed at 5801 South Ellis Avenue, pursuant to the provisions of Title 4, Chapter 340, Section 050 of the Municipal Code of Chicago, which was *Referred to the Committee on Finance*.

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT
TO INSTALL SIGN/SIGNBOARD AT
7757 SOUTH SOUTH CHICAGO
AVENUE.

Also, a proposed order directing the Commissioner of Buildings to issue a permit to Whiteco Outdoor Advertising to install a sign/signboard at 7757 South South Chicago Avenue, which was *Referred to the Committee on Buildings*.

Referred -- AUTHORIZATION FOR WAIVER OF ITINERANT
MERCHANT LICENSE FEES FOR PARTICIPANTS
IN 57TH STREET ART FAIR.

Also, a proposed order authorizing the Director of Revenue to waive the Itinerant Merchant License fees for the participants in 57th Street Art Fair to be held on June 6 and June 7, 1997, from noon to dusk, which was *Referred to the Committee on Finance*.

Referred -- EXEMPTION OF 6759 SOUTH BENNETT AVENUE
FROM ALL 1997 -- 1998 CITY FEES UNDER
HISTORIC LANDMARK STATUS.

Also, a proposed order providing inclusive exemption from all 1997 -- 1998 city fees to 6759 South Bennett Avenue under its historic landmark status, which was *Referred to the Committee on Historical Landmark Preservation*.

Referred -- CONSIDERATION FOR HONORARY DESIGNATION
OF PORTION OF SOUTH STONY ISLAND AVENUE AS
"THE HONORABLE ELIJAH MUHAMMAD WAY".

Also, a proposed order directing the Commissioner of Transportation to give consideration to honorarily designate the east side of South Stony Island Avenue, from East 73rd Street to East 75th Street, as "The Honorable Elijah Muhammad Way", which was *Referred to the Committee on Transportation and Public Way*.

Presented By

ALDERMAN DIXON (8th Ward):

Referred -- STANDARDIZATION OF 8409 SOUTH STONY ISLAND AVENUE AS "BISHOP ELGIN E. LITTLE II WAY".

A proposed ordinance directing the Commissioner of Transportation to take the necessary action for standardization of 8409 South Stony Island Avenue as "Bishop Elgin E. Little II Way", which was *Referred to the Committee on Transportation and Public Way*.

Presented By

ALDERMAN FRIAS (12th Ward):

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMITS TO INSTALL SIGNS/SIGNBOARDS AT VARIOUS LOCATIONS.

Two proposed orders directing the Commissioner of Buildings to issue permits to OAC, Inc. to install signs/signboards at the locations specified, which were *Referred to the Committee on Buildings*, as follows:

2520 West 35th Street; and

2600 West 35th Street.

Referred -- CONSIDERATION FOR INSTALLATION OF ALLEYLIGHTS AT SPECIFIED LOCATIONS.

Also, two proposed orders directing the Commissioner of Transportation to give consideration to the installation of alleylights behind the premises at the locations specified, which were *Referred to the Committee on Finance*, as follows:

3415 West 37th Place; and

3424 West 38th Street.

Presented By

ALDERMAN OLIVO (13th Ward):

Referred -- EXEMPTION OF UNITED STATES POSTAL SERVICE
FROM PHYSICAL BARRIER REQUIREMENT PERTAINING
TO ALLEY ACCESSIBILITY FOR PARKING FACILITIES
FOR 3623 WEST 79TH STREET.

A proposed ordinance to exempt United States Postal Service from the physical barrier requirement pertaining to alley accessibility for the parking facilities for 3623 West 79th Street, pursuant to Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which was *Referred to the Committee on Transportation and Public Way*.

Presented By

ALDERMAN BURKE (14th Ward):

Referred -- AUTHORIZATION FOR CONSTRUCTION OF
CUL-DE-SACS ON PORTIONS OF WEST 45TH
STREET AND SOUTH TROY STREET.

A proposed ordinance authorizing the Commissioner of Transportation to cause the construction of cul-de-sacs on West 45th Street at its intersection with South Keeler Avenue and on South Troy Street at its intersection with West 57th Street, which was *Referred to the Committee on Transportation and Public Way*.

Presented By

ALDERMAN JONES (15th Ward):

Referred -- AMENDMENT OF TITLE 4, CHAPTER 184 OF MUNICIPAL
CODE OF CHICAGO BY ADDITION OF NEW SECTIONS 200
AND 201 TO FURTHER DEFINE REAL ESTATE
BROKERS AND REGULATE REAL ESTATE
CONTRACTS.

A proposed ordinance to amend Title 4, Chapter 184 of the Municipal Code of Chicago by the addition of a new Section 200 which would define "real estate brokers" and by the addition of a new Section 201 which would require the inclusion of all zoning violations involving the subject property within every real estate contract, which was *Referred to the Committee on Buildings*.

Referred -- AMENDMENT OF TITLE 8, CHAPTER 4 OF MUNICIPAL
CODE OF CHICAGO BY ADDITION OF NEW SECTION 102
TO IMPOSE FINES FOR SALE OF DRUGS INSIDE
RESIDENTIAL COMMUNITIES.

Also, a proposed ordinance to amend Title 8, Chapter 4 of the Municipal Code of Chicago by the addition of a new Section 102 which would establish a penalty in the amount of \$1,000 for each offense of selling recreational drugs inside a residential community with money from said fines to be used to establish employment programs for underprivileged minors, which was *Referred to the Committee on Police and Fire*.

Referred -- PERMISSION TO PARK PICKUP TRUCK AND/OR
VAN AT 7115 SOUTH FAIRFIELD AVENUE.

Also, a proposed order directing the Commissioner of Transportation to grant permission to Mr. Steve Cicero to park his/her pickup truck and/or van at 7115 South Fairfield Avenue in accordance with the provisions of Title 9, Chapter 64, Section 170 of the Municipal Code of Chicago, which was *Referred to the Committee on Traffic Control and Safety*.

Referred-- JOINT COMMITTEE OF ENERGY, ENVIRONMENTAL
PROTECTION AND PUBLIC UTILITIES AND LICENSE
AND CONSUMER PROTECTION URGED TO HOLD
HEARINGS INTO IMPROVING CONSUMER
BILLING METHODS OF DEPARTMENT
OF WATER AND DEPARTMENT
OF SEWERS.

Also, a proposed resolution urging a Joint Committee, to be composed of the members of the Committee on Energy, Environmental Protection and Public Utilities and the members of the Committee on License and Consumer Protection to hold hearings with a view toward arriving at a more comprehensive and explanatory billing system for consumers by the Department of Water and the Department of Sewers, which was *Referred to a Joint Committee composed of the members of the Committee on Energy, Environmental Protection and Public Utilities and members of the Committee on License and Consumer Protection.*

Presented By

**ALDERMAN JONES (15th Ward),
ALDERMAN SHAW (9th Ward) And
ALDERMAN BUCHANAN (10th Ward):**

Referred-- COMMITTEE ON FINANCE APPROVAL REQUIRED
FOR ALL CITY CONTRACTS IN EXCESS OF FIFTY
THOUSAND DOLLARS.

A proposed ordinance to require approval by the City Council Committee on Finance for all city contracts in excess of \$50,000 and establishing rules and procedures relative thereto, which was *Referred to the Committee on Finance.*

Presented By

ALDERMAN PETERSON (17th Ward):

Referred -- APPROVAL FOR CONSTRUCTION OF BUS PASSENGER
SHELTER AT 1230 WEST 76TH STREET.

A proposed ordinance approving the construction of a bus passenger shelter by the Chicago Transit Authority for westbound passengers at 1230 West 76th Street, which was *Referred to the Committee on Transportation and Public Way*.

Referred -- AUTHORIZATION FOR CONSTRUCTION OF
CUL-DE-SACS ON PORTIONS OF SPECIFIED
PUBLIC WAYS.

Also, two proposed orders authorizing the Commissioner of Transportation to cause the construction of cul-de-sacs on portions of specified public ways, which were *Referred to the Committee on Transportation and Public Way*, as follows:

On South Justine Street and West 67th Street;

On South Lowe Avenue and West 79th Street.

Referred -- CONSIDERATION FOR INSTALLATION OF SPEED
BUMP IN PUBLIC ALLEY OF WEST 66TH STREET
BETWEEN SOUTH JUSTINE STREET AND
SOUTH ASHLAND AVENUE.

Also, a proposed order directing the Commissioner of Transportation to give consideration to the installation of a speed bump in the public alley of West 66th Street, between South Justine Street and South Ashland Avenue, which was *Referred to the Committee on Transportation and Public Way*.

Presented By

ALDERMAN MURPHY (18th Ward):

Referred -- AMENDMENT OF TITLE 2, CHAPTER 156, SECTION 150
OF MUNICIPAL CODE OF CHICAGO BY INCLUSION OF
SPOUSES AND/OR DOMESTIC PARTNERS UNDER
REQUIREMENTS FOR FILING OF
FINANCIAL INTEREST
STATEMENTS.

A proposed ordinance to amend Title 2, Chapter 156, Section 150 of the Municipal Code of Chicago by requiring each spouse and/or domestic partner of city employees to provide statements of financial interest pursuant to the provisions of Chapter 2-156, which was *Referred to the Committee on Committees, Rules and Ethics*.

Referred -- PERMISSION TO CLOSE TO TRAFFIC PORTIONS
OF SPECIFIED PUBLIC WAYS FOR
SCHOOL PURPOSES.

Also, five proposed orders directing the Commissioner of Transportation to grant permission to the applicants listed to close to traffic portions of specified public ways on all school days for the 1997 -- 1998 school year, during the periods noted, for school purposes, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Ashburn Luther School -- South Homan Avenue, between West 83rd Street and the first alley north thereof, during the hours of 1:30 P.M. to 2:00 P.M.;

Clara W. Barten School -- the 7600 block of South Wolcott Avenue, during the hours of 7:30 A.M. to 8:00 A.M. and 1:30 P.M. to 2:00 P.M.;

Paul Cuffee School -- the 1500 block of West 84th Street, during the hours of 8:30 A.M. to 9:00 A.M. and 2:10 P.M. to 3:00 P.M.;

Charles G. Dawes School -- South Springfield Avenue, between West 81st Street and West 81st Place, during the hours of 2:15 P.M. to 2:45 P.M.;

Julius Rosenwald School -- West 80th Street, between South Maplewood Avenue and South Talman Avenue, during the hours of 8:30 A.M. to 9:00 A.M. and 2:30 P.M. to 3:00 P.M.

Presented By

**ALDERMAN RUGAI (19th Ward) And
ALDERMAN ALLEN (38th Ward):**

Referred -- AMENDMENT OF TITLE 2, CHAPTER 152 OF MUNICIPAL
CODE OF CHICAGO BY ADDITION OF NEW SECTION
172 WHICH WOULD REQUIRE ELECTED CITY
OFFICIALS TO RESIGN UPON CONVICTION
OF CERTAIN OFFENSES.

A proposed ordinance to amend Title 2, Chapter 152 of the Municipal Code of Chicago by the addition of a new Section 172 which would require elected city officials to resign immediately upon conviction of a felony, bribery, perjury or other such infamous crime as understood under the provisions of Article XIII, Section 1 of the Constitution of the State of Illinois of 1970, which was *Referred to the Committee on Committees, Rules and Ethics*.

Presented By

ALDERMAN TROUTMAN (20th Ward):

Referred -- AMENDMENT OF PROPOSED ORDINANCE FOR
CONSIDERATION OF HONORARY DESIGNATION OF
PORTION OF SOUTH HARVARD AVENUE
AS "ESSEX ELIJAH FRANKLIN
AVENUE".

A proposed ordinance to amend an ordinance which was introduced on October 1, 1997 and appears on page 53996 of the Journal of the Proceedings of the City Council for said date, which directed the Commissioner of Transportation to give consideration to honorarily designate a portion of South

Harvard Avenue as "Essex Elijah Franklin Avenue" by extending the location for said honorary designation to include the 6400 through 6700 blocks of South Harvard Avenue, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- REPEAL OF ORDINANCE WHICH AUTHORIZED
CONSIDERATION FOR HONORARY DESIGNATION
OF PORTION OF EAST 56TH PLACE AS
"DR. MARGARET BURROUGHS
AVENUE".

Also, a proposed ordinance to repeal an order which directed the Commissioner of Transportation to give consideration to honorarily designate 740 East 56th Place as "Dr. Margaret Burroughs Avenue", which was *Referred to the Committee on Transportation and Public Way.*

Referred -- CONSIDERATION FOR INSTALLATION OF SPEED
BUMP IN PUBLIC ALLEY IN 9800 BLOCK BETWEEN
SOUTH UNION AVENUE AND SOUTH EMERALD
AVENUE.

Also, a proposed order directing the Commissioner of Transportation to give consideration to the installation of a speed bump in the public alley of the 9800 block, between South Union Avenue and South Emerald Avenue, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN MUNOZ (22nd Ward):

Referred -- EXEMPTION OF THE RESURRECTION PROJECT
FROM PHYSICAL BARRIER REQUIREMENT
PERTAINING TO ALLEY ACCESSIBILITY
FOR PARKING FACILITIES FOR
2700 SOUTH DRAKE AVENUE.

A proposed ordinance to exempt The Resurrection Project from the physical barrier requirement pertaining to alley accessibility for the parking facilities for 2700 South Drake Avenue, pursuant to Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which was *Referred to the Committee on Transportation and Public Way*.

Presented By

ALDERMAN ZALEWSKI (23rd Ward):

Referred -- PERMISSION TO CLOSE TO TRAFFIC PORTIONS OF
SOUTH KOMENSKY AVENUE AND SOUTH KARLOV
AVENUE FOR SCHOOL PURPOSES.

A proposed order directing the Commissioner of Transportation to grant permission to Richard Edwards Elementary School to close to traffic the 4800 blocks of South Komensky Avenue and South Karlov Avenue on all school days for the 1997 -- 1998 school year, during the hours of 8:00 A.M. to 9:15 A.M. and 2:00 P.M. to 2:45 P.M., for school purposes, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- CONSIDERATION FOR INSTALLATION OF SPEED
BUMPS IN "T" ALLEY OF 6200 BLOCK OF SOUTH
MULLIGAN AVENUE/SOUTH
NARRAGANSETT AVENUE.

Also, a proposed order directing the Commissioner of Transportation to give consideration to the installation of speed bumps in the "T" alley of the 6200 block of South Mulligan Avenue/South Narragansett Avenue, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN OCASIO (26th Ward):

Referred -- EXEMPTION OF MR. DONALD CONNOLLEY FROM
PHYSICAL BARRIER REQUIREMENT PERTAINING TO
ALLEY ACCESSIBILITY FOR PARKING FACILITIES
FOR 3609 WEST NORTH AVENUE.

A proposed ordinance to exempt Mr. Donald Connolley from the physical barrier requirement pertaining to alley accessibility for the parking facilities for 3609 West North Avenue, pursuant to Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- PERMISSION TO HOLD SIDEWALK SALE
AT 2556 WEST FULLERTON AVENUE.

Also, a proposed order directing the Commissioner of Transportation to grant permission to El Yungue Book Store to conduct a sidewalk sale at 2556 West Fullerton Avenue on November 16, 1997, during the hours of 10:00 A.M. to 7:00 P.M., which was *Referred to the Committee on Special Events and Cultural Affairs.*

Referred -- PERMISSION TO PARK PICKUP TRUCK
AND/OR VAN AT 2314 NORTH
MAPLEWOOD
AVENUE.

Also, a proposed order directing the Commissioner of Transportation to grant permission to Mr. Robbie J. Field to park his pickup truck and/or van at 2314 North Maplewood Avenue in accordance with the provisions of Title 9, Chapter 64, Section 170(a) of the Municipal Code of Chicago, which was *Referred to the Committee on Traffic Control and Safety.*

Presented By

ALDERMAN BURNETT (27th Ward):

Referred -- GRANT OF PRIVILEGE TO MR. RICHARD O'HARA
TO CONSTRUCT, MAINTAIN AND USE
JOHMY LADDER AND CANOPY IN
AND ABOVE PUBLIC WAY
ADJACENT TO 1560
NORTH WELLS
STREET.

A proposed ordinance to grant permission and authority to Mr. Richard O'Hara to construct, maintain and use a johmy ladder and canopy in and above the public way adjacent to 1560 North Wells Street, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- EXEMPTION OF MR. TOM ROSZAK FROM PHYSICAL
BARRIER REQUIREMENT PERTAINING
TO ALLEY ACCESSIBILITY FOR
PARKING FACILITIES FOR
1519 -- 1521 NORTH
MOHAWK STREET.

Also, a proposed ordinance to exempt Mr. Tom Roszak from the physical

barrier requirement pertaining to alley accessibility for the parking facilities for 1519 -- 1521 North Mohawk Street, pursuant to Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which was *Referred to the Committee on Transportation and Public Way*.

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMITS
TO INSTALL SIGNS/SIGNBOARDS AT 1147 WEST
JACKSON BOULEVARD.

Also, two proposed orders directing the Commissioner of Buildings to issue permits to OAC, Inc. to install signs/signboards at 1147 West Jackson Boulevard, which were *Referred to the Committee on Buildings*, as follows:

One sign/signboard at 990 total square feet; and

One sign/signboard at 1,200 total square feet.

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT
TO CONSTRUCT, MAINTAIN AND USE CANOPY
AT 939 NORTH PULASKI ROAD.

Also, a proposed order authorizing the Director of Revenue to issue a permit to Charles and Ruby Miller to construct, maintain and use one canopy to be attached or attached to the building or structure at 939 North Pulaski Road, which was *Referred to the Committee on Transportation and Public Way*.

Referred -- CONSIDERATION FOR HONORARY DESIGNATION
OF PORTIONS OF SPECIFIED PUBLIC WAYS.

Also, two proposed orders directing the Commissioner of Transportation to give consideration to honorarily designate portions of specified public ways, which were *Referred to the Committee on Transportation and Public Way*, as follows:

West Race Avenue, from North Damen Avenue to North Wolcott Avenue -- to be known as "Edwardo Adam Velez Avenue"; and

West Washington Boulevard, from North California Avenue to North Homan Avenue -- to be known as "Reverend William R. Lott Boulevard".

Presented By

ALDERMAN E. SMITH (28th Ward):

Referred -- GRANT OF PRIVILEGE TO OFF THE STREET CLUB
TO CONSTRUCT, MAINTAIN AND USE PEDESTRIAN
BRIDGE OVER PUBLIC WAY ADJACENT
TO 25 NORTH KARLOV AVENUE.

A proposed ordinance to grant permission and authority to Off The Street Club to contract, maintain and use a pedestrian bridge over the public way adjacent to 25 North Karlov Avenue and connecting the existing building at 25 North Karlov Avenue with an addition thereto, which was *Referred to the Committee on Transportation and Public Way*.

Referred -- COMMITTEE ON HEALTH URGED TO HOLD PUBLIC
HEARINGS RELATIVE TO HEALTH THREAT
POSED BY E. COLI BACTERIA.

Also, a proposed resolution urging the City Council Committee on Health to hold public hearings relative to the threat to public health posed by E. coli bacteria, with a view toward gathering information and educating the public about the prevention of E. coli development and growth, which was *Referred to the Committee on Health*.

Presented By

ALDERMAN E. SMITH (28th Ward)
And OTHERS:

Referred -- AMENDMENT OF TITLE 8, CHAPTER 4 OF
MUNICIPAL CODE OF CHICAGO BY ADDITION OF NEW
SECTION 086 TO ESTABLISH PENALTIES FOR LAW
ENFORCEMENT OFFICERS GUILTY OF ASSAULT
OR USE OF EXCESSIVE FORCE.

A proposed ordinance, presented by Aldermen E. Smith, Burnett, Burrell and Giles, to amend Title 8, Chapter 4 of the Municipal Code of Chicago by the addition of a new Section 086 which would establish penalties including suspension, fines and/or imprisonment for law enforcement officers found guilty of using excessive force or of assaulting persons while in the performance of an arrest or apprehension, which was *Referred to the Committee on Police and Fire*.

Presented By

ALDERMAN BURRELL (29th Ward):

Referred -- EXEMPTION OF ABLE AUTO SERVICES FROM
PHYSICAL BARRIER REQUIREMENT PERTAINING
TO ALLEY ACCESSIBILITY FOR PARKING
FACILITIES FOR 5835 -- 5837 WEST
CORCORAN PLACE.

A proposed ordinance to exempt Able Auto Services from the physical barrier requirement pertaining to alley accessibility for the parking facilities for 5835 -- 5837 West Corcoran Place, pursuant to Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which was *Referred to the Committee on Transportation and Public Way*.

Referred -- DRAFTING OF ORDER FOR CONVEYANCE OF
PROPERTY AT 5941 WEST CORCORAN PLACE
TO AUSTIN PEOPLE'S ACTION CENTER.

Also, a proposed order directing the Commissioner of the Department of Planning and Development to prepare an order for the conveyance of property at 5941 West Corcoran Place to Austin People's Action Center under the Special Sales Program, which was *Referred to the Committee on Housing and Real Estate*.

Presented By

ALDERMAN WOJCIK (30th Ward):

DRAFTING OF ORDINANCE FOR VACATION OF PORTION OF
PUBLIC ALLEY IN BLOCK BOUNDED BY WEST PARKER
AVENUE, WEST SCHUBERT AVENUE, NORTH
LARAMIE AVENUE AND NORTH
LECLAIRE AVENUE.

A proposed order reading as follows:

Ordered, That the Commissioner of Transportation is hereby directed to prepare an ordinance for the proposed vacation of the north 124.1 feet, more or less, of the north/south 16 foot public alley in the block bounded by West Parker Avenue, West Schubert Avenue, North Laramie Avenue and North Leclaire Avenue for the Grace English Lutheran Church and School (File Number 28-30-97-2198); said ordinance to be transmitted to the Committee on Transportation and Public Way for consideration and recommendation to the City Council.

Alderman Wojcik moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the foregoing proposed order. The motion *Prevailed*.

On motion of Alderman Wojcik, the foregoing proposed order was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Frias, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 47.

Nays -- None.

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

Referred -- AUTHORIZATION FOR ISSUANCE OF
PERMIT TO INSTALL SIGN/SIGNBOARD AT
4722 WEST BELMONT AVENUE.

Also, a proposed order directing the Commissioner of Buildings to issue a permit to Victor Sign Corporation to install a sign/signboard at 4722 West Belmont Avenue, which was *Referred to the Committee on Buildings*.

Referred -- CONSIDERATION FOR RELOCATION OF FLOWER
PLANTERS TO 4017 NORTH TRIPP AVENUE
AND 4158 NORTH KEELER AVENUE.

Also, a proposed order directing the Commissioner of Transportation to give consideration to the relocation of flower planters from 3147 North Kolmar Avenue to 4017 North Tripp Avenue and 4158 North Keeler Avenue, which was *Referred to the Committee on Transportation and Public Way*.

Referred -- CONSIDERATION FOR INSTALLATION OF GUARD
RAILS IN PUBLIC ALLEYS AT SPECIFIED LOCATIONS.

Also, two proposed orders directing the Commissioner of Transportation to give consideration to the installation of guard rails in alleys alongside

buildings at the locations specified, which were *Referred to the Committee on Transportation and Public Way*, as follows:

4246 West Melrose Avenue; and

4344 North Monticello Avenue.

Presented By

ALDERMAN SUAREZ (31st Ward):

Referred -- AUTHORIZATION FOR ISSUANCE OF
PERMIT TO INSTALL SIGN/SIGNBOARD AT
4817 WEST FULLERTON AVENUE.

A proposed order directing the Commissioner of Buildings to issue a permit to Sure Light Sign Co. to install a sign/signboard at 4817 West Fullerton Avenue, which was *Referred to the Committee on Buildings*.

Referred -- PERMISSION TO CLOSE TO TRAFFIC PORTIONS
OF SPECIFIED PUBLIC WAYS FOR
SCHOOL PURPOSES.

Also, two proposed orders directing the Commissioner of Transportation to grant permission to the applicants listed to close to traffic portions of specified public ways on all school days for the 1997 -- 1998 school year, during the periods noted, for school purposes, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Lloyd School -- the 4800 block of West Dickens Avenue, from the first alley to North Lamon Avenue and the 4800 block of West Shakespeare Avenue, from the first alley to North Lamon Avenue, during the hours of 8:00 A.M. to 9:00 A.M. and 2:00 P.M. to 3:00 P.M.; and

Saint Philomena School -- West Cortland Street, from North Kedvale Avenue to North Karlov Avenue and North Kedvale Avenue, from West Bloomingdale Avenue to West Cortland Street, during the hours of 8:00 A.M. to 9:00 A.M. and 2:00 P.M. to 3:00 P.M.

***Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT
TO CONSTRUCT, MAINTAIN AND USE CANOPY
AT 4325 WEST ARMITAGE AVENUE.***

Also, a proposed order authorizing the Director of Revenue to issue a permit to Iglesia Mision Delvalle to construct, maintain and use one canopy to be attached or attached to the building or structure at 4325 West Armitage Avenue, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN GABINSKI (32nd Ward):

***Referred -- EXEMPTION OF SAINT MARY OF NAZARETH HOSPITAL
CENTER FROM ALL 1998 CITY FEES UNDER
NOT-FOR-PROFIT STATUS.***

A proposed ordinance providing inclusive exemption from all 1998 city fees to Saint Mary of Nazareth Hospital Center under its not-for-profit status, which was *Referred to the Committee on Finance.*

***Referred -- EXEMPTION OF VARIOUS APPLICANTS FROM
PHYSICAL BARRIER REQUIREMENT PERTAINING TO
ALLEY ACCESSIBILITY FOR SPECIFIED
PARKING FACILITIES.***

Also, six 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 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:

Brewing Company No. 9 -- 2350 North Clybourn Avenue;

Mr. James L. Jones -- 2372 North Elston Avenue;

Montauk Investment Corporation -- 1719 North Damen Avenue;
Mr. Richard A. Sikorski -- 1956 West Diversey Parkway;
The Whaiton Group, LLC -- 1530 West Fullerton Avenue; and
Mr. Alex Velblum -- 2130 West Division Street.

Referred -- AUTHORIZATION FOR ISSUANCE OF
PERMIT TO INSTALL SIGN/SIGNBOARD AT
1801 WEST FULLERTON AVENUE.

Also, a proposed order directing the Commissioner of Buildings to issue a permit to All-Right Sign, Inc. to install a sign/signboard at 1801 West Fullerton Avenue, which was *Referred to the Committee on Buildings*.

Referred -- PERMISSION TO CLOSE TO TRAFFIC
PORTION OF WEST LYNDALE AVENUE
FOR SCHOOL PURPOSES.

Also, a proposed order directing the Commissioner of Transportation to grant permission to Chicago International/Dr. Michael Wright to close to traffic West Lyndale Avenue, from 2100 to 2130 on all school days for the 1997 -- 1998 school year, during the periods of 7:50 A.M. to 8:30 A.M. and 3:00 P.M. to 3:30 P.M., for school purposes, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- CONSIDERATION FOR HONORARY DESIGNATION
OF PORTION OF NORTH LEAVITT STREET AS
"HONORARY JIM LEVATINO STREET".

Also, a proposed order directing the Commissioner of Transportation to give consideration to honorarily designate that portion of North Leavitt Street,

from West Belmont Avenue to West Barry Avenue, as "Honorary Jim Levatino Street", which was *Referred to the Committee on Transportation and Public Way*.

Presented By

ALDERMAN COLOM (35th Ward):

Referred -- EXEMPTION OF VARIOUS APPLICANTS FROM
PHYSICAL BARRIER REQUIREMENT PERTAINING TO
ALLEY ACCESSIBILITY FOR SPECIFIED
PARKING FACILITIES.

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 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:

Mr. Jose Feregrino -- 2445 North Milwaukee Avenue;

Mr. Rogelio Llamedo -- 2436 and 2440 North Milwaukee Avenue; and

Mr. Manfred Lopez -- 2442 North Milwaukee Avenue.

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT TO
CONSTRUCT, MAINTAIN AND USE CANOPY AT
3314 WEST ARMITAGE AVENUE.

Also, a proposed order authorizing the Director of Revenue to issue a permit to Caribe Funeral Home to construct, maintain and use one canopy to be attached to attached the building or structure at 3314 West Armitage Avenue, which was *Referred to the Committee on Transportation and Public Way*.

Presented By

ALDERMAN BANKS (36th Ward):

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT
TO INSTALL SIGN/SIGNBOARD AT 2457
NORTH HARLEM AVENUE.

A proposed order directing the Commissioner of Buildings to issue a permit to Grate Signs, Inc. to install a sign/signboard at 2457 North Harlem Avenue, which was *Referred to the Committee on Buildings*.

Presented By

ALDERMAN ALLEN (38th Ward):

Referred -- EXEMPTION OF MR. DAVID E. BERTAGNA FROM
PHYSICAL BARRIER REQUIREMENT PERTAINING
TO ALLEY ACCESSIBILITY FOR PARKING
FACILITIES FOR 4020 NORTH CENTRAL
AVENUE.

A proposed ordinance to exempt Mr. David E. Bertagna from the physical barrier requirement pertaining to alley accessibility for the parking facilities for 4020 North Central Avenue, pursuant to Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which was *Referred to the Committee on Transportation and Public Way*.

Referred -- AUTHORIZATION FOR WAIVER OF TENT ERECTION
PERMIT FEE FOR EVENT SPONSORED BY SAINT
BARTHOLOMEW CHURCH.

Also, a proposed order authorizing the Director of Revenue to waive the Tent Erection Permit fee for an event sponsored by Saint Bartholomew Church, to be held at 4924 West Addison Street on September 21, 1997, which was *Referred to the Committee on Special Events and Cultural Affairs*.

Presented By

ALDERMAN O'CONNOR (40th Ward):

Referred -- EXEMPTION OF THE COURTS OF WEST EDGEWATER
FROM PHYSICAL BARRIER REQUIREMENT PERTAINING
TO ALLEY ACCESSIBILITY FOR PARKING FACILITIES
FOR 5844 NORTH HERMITAGE AVENUE.

A proposed ordinance to exempt The Courts of West Edgewater from the physical barrier requirement pertaining to alley accessibility for the parking facilities for 5844 North Hermitage Avenue, pursuant to Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which was *Referred to the Committee on Transportation and Public Way*.

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT
TO INSTALL SIGN/SIGNBOARD AT 5844 NORTH
WESTERN AVENUE.

Also, a proposed order directing the Commissioner of Buildings to issue a permit to All Right Sign to install a sign/signboard at 5844 North Western Avenue, which was *Referred to the Committee on Buildings*.

Referred -- PERMISSION TO PARK PICKUP TRUCK AND/OR
VAN AT 5813 NORTH WHIPPLE STREET.

Also, a proposed order directing the Commissioner of Transportation to grant permission to Mr. Paul Damofle to park his pickup truck and/or van at 5813 North Whipple Street in accordance with the provisions of Title 9, Chapter 64, Section 170(a) of the Municipal Code of Chicago, which was *Referred to the Committee on Traffic Control and Safety*.

Presented By

ALDERMAN DOHERTY (41st Ward):

*Referred -- AUTHORIZATION FOR WAIVER OF FOOD VENDOR
LICENSE FEES FOR PARTICIPANTS IN TURKEY TROT.*

A proposed order authorizing the Director of Revenue to waive the Food Vendor License fees for the participants in the Turkey Trot to be held on November 27, 1997, during the hours of 8:00 A.M. to 2:00 P.M., which was *Referred to the Committee on License and Consumer Protection.*

Presented By

ALDERMAN NATARUS (42nd Ward):

*Referred -- EXEMPTION OF VARIOUS APPLICANTS FROM ALL
1998 CITY FEES UNDER NOT-FOR-PROFIT STATUS.*

Two proposed ordinances providing inclusive exemption from all 1998 city fees to the applicants listed below under their not-for-profit status, which were *Referred to the Committee on Finance*, as follows:

The Adler Planetarium; and

DePaul University.

*Referred -- AMENDMENT OF TITLE 2, CHAPTER 120, SECTION 380
OF MUNICIPAL CODE OF CHICAGO BY INCLUSION OF
GENERAL SUPERINTENDENT AND CHIEF
EXECUTIVE OFFICER OF CHICAGO
PARK DISTRICT ON CHICAGO
PLAN COMMISSION.*

Also, a proposed ordinance to amend Title 2, Chapter 120, Section 380 of the

Municipal Code of Chicago by increasing the number of members of the Chicago Plan Commission to twenty-two through the addition of the General Superintendent and Chief Executive Officer of the Chicago Park District, which was *Referred to the Committee on License and Consumer Protection*.

Referred -- AMENDMENT OF TITLE 4, CHAPTERS 60 AND 156
OF MUNICIPAL CODE OF CHICAGO BY FURTHER
REGULATION OF TELEVISIONS AT
OUTDOOR BEER GARDENS.

Also, a proposed ordinance to amend Title 4, Chapters 60 and 156 of the Municipal Code of Chicago by prohibition of television viewing at outdoor locations at taverns and beer gardens and by package goods licensees unless the location of the beer garden is surrounded by a solid wall at least 15 feet in height, which was *Referred to the Committee on License and Consumer Protection*.

Referred -- AMENDMENT OF TITLE 9, CHAPTER 12, SECTION 170(a)
OF MUNICIPAL CODE OF CHICAGO BY ESTABLISHMENT OF
ADDITIONAL PENALTIES FOR PERSONS OPERATING
VEHICLES IN EXCESS OF SPEED LIMITATIONS
CONTAINED WITHIN SECTION 11-601 OF
ILLINOIS VEHICLE CODE.

Also, a proposed ordinance to amend Title 9, Chapter 12, Section 070(a) of the Municipal Code of Chicago by establishing fines of \$50.00 to \$100.00 for a first offense, \$100.00 to \$300.00 for a second offense and \$100.00 to \$500.00 for a third or subsequent offense within a given three year period, said fines to be in addition to any other fines or penalties found within the Municipal Code for persons found to be operating vehicles in excess of speed limitations contained within Section 11-601 of the Illinois Vehicle Code, which were *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF TITLE 9, CHAPTER 68 OF MUNICIPAL
CODE OF CHICAGO BY AMENDMENT AND ADDITION
OF NEW SECTION 022 BY ESTABLISHMENT OF
PENALTIES FOR ABUSE OF RESIDENTIAL,
HANDICAPPED AND INDUSTRIAL
PARKING DECALS.

Also, a proposed ordinance to amend Title 9, Chapter 68 of the Municipal Code of Chicago by the addition of a new Section 022 which would subject persons found guilty of stealing, removing, defacing, tampering with, counterfeiting or maliciously destroying any parking decal issued under the provisions of Section 9-68-010, 9-68-020 or 9-68-021 of the Municipal Code of Chicago to a fine of not less than \$500.00, imprisonment for a period not to exceed six months, or both, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- GRANTS OF PRIVILEGE TO SUNDRY
APPLICANTS FOR VARIOUS PURPOSES.

Also, 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:

American Osteopathic Association -- to maintain and use a kiosk in the public way adjacent to 142 East Ontario Street;

Cosmopolitan Bank and Trust -- to maintain and use a clock over the public way adjacent to 801 North Clark Street;

Wabash/Randolph, Incorporated, doing business as Jacobs Bros. Bagels -- to maintain and use an elevator lift in the public way adjacent to 58 East Randolph Street;

John D. and Catherine T. Mac Arthur Foundation -- to maintain and use a fire escape above the east/west public alley adjacent to 140 South Dearborn Street;

Near North New Station -- to construct, maintain and use a newspaper reading and garden seating area in the public way adjacent to 1171 North LaSalle Street;

North Bank -- to construct, maintain and use an ornamental clock over the public way adjacent to 501 North Clark Street;

State of Illinois Department of Human Services -- to maintain and use two curb cuts in the public way adjacent to 401 South Clinton Street;

909 North Michigan Avenue Corp, doing business as the Westin Hotel, Chicago -- to maintain and use six vaulted sidewalk areas in the public way adjacent to 909 North Michigan Avenue;

25 East Washington Associates -- to maintain and use a kiosk in the public way adjacent to 25 East Washington Street; and

200 North Dearborn Partnership -- to maintain and use a pedestrian bridge over the public way connecting the buildings at 203 North LaSalle Street and 201 North Clark Street.

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMITS
TO INSTALL SIGNS/SIGNBOARDS AT VARIOUS
LOCATIONS.

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 Buildings*, as follows:

Kieffer Co. -- for one sign/signboard at 806 North Clark Street; and

Wright Signs -- for one sign/signboard at One East Delaware Place.

Referred -- AUTHORIZATION FOR WAIVER OF
LICENSE FEES FOR PARTICIPANTS IN
VARIOUS EVENTS.

Also, three proposed orders authorizing the Director of Revenue to waive the license fees listed for the participants in the events noted, to take place along the public ways and during the periods specified, which were *Referred to the Committee on Special Events and Cultural Affairs*, as follows:

Italian Market -- at the Daley Plaza on October 10 and 11, 1997, during the hours of 8:00 A.M. to 8:00 P.M. (Food Vendor and Itinerant Merchant License fees);

"The Maxwell Street Police Station Closing" -- at 943 West Maxwell Street on October 10, 1997, during the hours of 12:00 Noon until 10:00 P.M. (Food Vendor License fees); and

Event sponsored by Elto Restaurant Corporation, doing business as Ye Olde Town Chicago Class -- at the State of Illinois Building at West Randolph Street and North Clark Street, for the period extending May 1 through October 31, 1997 (Food Vendor License fee).

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMITS TO
CONSTRUCT, MAINTAIN AND USE CANOPIES AT
SPECIFIED LOCATIONS.

Also, three proposed orders authorizing the Director of Revenue to issue permits to the applicants listed to construct, maintain and use canopies to be attached or attached to the buildings or structures specified below, which were *Referred to the Committee on Transportation and Public Way*, as follows:

PSM Realty, Inc., as agent for LaSalle National Bank, under Trust Number 1-06473 -- for three canopies at 446 -- 448 East Ontario Street and 441 East Erie Street;

Northwestern Memorial Hospital -- for one canopy at 239 East Chicago Avenue; and

River East Plaza, L.L.C. -- for five canopies at 401 -- 465 East Illinois Street.

Referred -- CONSIDERATION FOR DESIGNATION OF
PORTION OF SOUTH COLUMBUS DRIVE AS
"SOUTH COLUMBUS BOULEVARD".

Also, a proposed order directing the Commissioner of Transportation to give consideration to designate South Columbus Drive, between East Monroe

Street and East Roosevelt Road, as "South Columbus Boulevard", which was *Referred to the Committee Transportation and Public Way.*

Referred -- COMMISSIONER OF CONSUMER AFFAIRS
REQUESTED TO STUDY FEASIBILITY OF
YEAR-ROUND FARMERS MARKET
ARCADE WITHIN CITY OF
CHICAGO.

Also, a proposed resolution requesting the Commissioner of Consumer Affairs to study the feasibility of a year-round farmers market arcade within the City of Chicago, which was *Referred to the Committee on Traffic Control and Safety.*

Presented by

ALDERMAN NATARUS (42nd Ward) And
ALDERMAN HANSEN (44th Ward):

Referred -- AMENDMENT OF TITLE 4, CHAPTER 60, SECTION 130
OF MUNICIPAL CODE OF CHICAGO BY FURTHER
REGULATION OF HOURS OF OPERATION
FOR CERTAIN LIQUOR LICENSEES.

A proposed ordinance to amend Title 4, Chapter 60, Section 130(d) of the Municipal Code of Chicago by removing food-dispensing establishments from the provisions which limit operation of said premises during any hours on Saturday or during the hours of 8:00 A.M. to 11:00 A.M. on Sunday provided that during such time the licensee is selling food for consumption on the premises but has taken steps to ensure that no alcoholic liquor is sold during those hours, which was *Referred to the Committee on License and Consumer Protection.*

Presented By

ALDERMAN BERNARDINI (43rd Ward):

*Referred -- GRANTS OF PRIVILEGE TO SUNDRY
APPLICANTS FOR VARIOUS PURPOSES.*

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:

Mr. Frank Mendoza -- to maintain and use three planter boxes on the public way adjacent to 658 West Belden Avenue; and

Steppenwolf Theatre Company -- to construct, maintain and use one monitoring well in the public alley adjacent to 1650 North Halsted Street.

*Referred -- STANDARDIZATION OF PORTION OF WEST BELDEN
AVENUE AS "RAY MEYER DRIVE".*

Also, a proposed ordinance directing the Commissioner of Transportation to take the necessary action for standardization of that portion of West Belden Avenue, between North Kenmore Avenue and North Sheffield Avenue, as "Ray Mayer Drive", which was *Referred to the Committee on Transportation and Public Way*.

*Referred -- EXEMPTION OF 231 WEST WILLOW STREET FROM
ALL 1997 -- 1998 CITY FEES UNDER HISTORIC
LANDMARK STATUS.*

Also, a proposed order providing inclusive exemption from all 1997 -- 1998 city fees to 231 West Willow Street under its historic landmark status, which was *Referred to the Committee on Historical Landmark Preservation*.

Referred -- AUTHORIZATION FOR WAIVER OF ITINERANT
MERCHANT LICENSE FEES FOR PARTICIPANTS
IN INTUIT GALLERY'S COLLECT-O-RAMA.

Also, a proposed order authorizing the Director of Revenue to waive the Itinerant Merchant License fees for the participants in Intuit Gallery's Collect-O-Rama to be held in the parking lot of the Infant Welfare Society, 1931 North Halsted Street, on October 19, 1997, from 12:00 Noon to 5:00 P.M., which was *Referred to the Committee on Special Events and Cultural Affairs.*

Referred -- PERMISSION TO PARK PICKUP TRUCKS AND/OR
VANS AT SPECIFIED LOCATIONS.

Also, two proposed orders directing the Commissioner of Transportation to grant permission to the applicants listed below to park pickup trucks and/or vans at the locations specified, in accordance with the provisions of Title 9, Chapter 64 Section 170(a) of the Municipal Code of Chicago, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Mr Kevin D. Matzke -- at 358 West Wisconsin Street; and

Mr. Chris Peck --- at 1947 North Halsted Street.

Presented By

ALDERMAN HANSEN (44th Ward):

Referred -- EXEMPTION OF BUCKINGHAM PALACE, L.L.C. FROM
PHYSICAL BARRIER REQUIREMENT PERTAINING TO
ALLEY ACCESSIBILITY FOR PARKING FACILITIES
FOR 725 -- 741 WEST BUCKINGHAM PLACE.

A proposed ordinance to exempt Buckingham Palace, L.L.C. from the physical barrier requirement pertaining to alley accessibility for the parking

facilities for 725 -- 741 West Buckingham Place, pursuant to Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which was *Referred to the Committee on Transportation and Public Way*.

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMITS TO
CONSTRUCT, MAINTAIN AND USE CANOPIES AT
SPECIFIED LOCATIONS.

Also, two proposed orders authorizing the Director of Revenue to issue permits to the applicants listed to construct, maintain and use canopies to be attached or attached to the buildings or structures specified below, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Industrial Paint and Supply -- for one canopy at 2940 North Halsted Street; and

Lakefront Restaurant -- for three canopies at 3042 North Broadway.

Presented By

ALDERMAN HANSEN (44th Ward)
And Others:

Referred -- AMENDMENT OF TITLES 13 AND 14 OF MUNICIPAL
CODE OF CHICAGO BY REQUIREMENT OF AUXILIARY
SOURCES OF ELECTRICITY WITHIN CERTAIN
RESIDENTIAL BUILDINGS.

A proposed ordinance, presented by Aldermen Hansen, Natarus, Shiller, M. Smith and Stone, to amend Titles 13 and 14 of the Municipal Code of Chicago by requiring all residential buildings over eighty feet above grade to install either an on-site diesel-fuel generator, an approved central battery system or approved unit battery fixtures to provide auxiliary sources of electricity for emergency lighting and exit signs, which was *Referred to the Committee on Buildings*.

Presented By

ALDERMAN SHILLER (46th Ward):

Referred -- EXEMPTION FROM ALL 1997 -- 1998 CITY FEES
AND CHARGES AND REFUND OF PREVIOUSLY PAID
CITY FEES TO LOUIS A. WEISS MEMORIAL
HOSPITAL IN CONNECTION WITH
CONSTRUCTION OF
NEW FACILITIES.

A proposed ordinance to exempt Louis A. Weiss Memorial Hospital from payment of all 1997 -- 1998 city fees in connection with construction of new facilities and to refund all city fees previously paid related to said construction, which was *Referred to the Committee on Finance*.

Referred -- EXEMPTION OF MR. STEPHEN MULKERRINS FROM
PHYSICAL BARRIER REQUIREMENT PERTAINING
TO ALLEY ACCESSIBILITY FOR PARKING
FACILITIES FOR 4530 NORTH
MAGNOLIA AVENUE.

Also, a proposed ordinance to exempt Mr. Stephen Mulkerrins from the physical barrier requirement pertaining to alley accessibility for the parking facilities for 4530 North Magnolia Avenue, pursuant to Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which was *Referred to the Committee on Transportation and Public Way*.

Referred -- PERMISSION TO PARK PICKUP TRUCK AND/OR
VAN AT 853 WEST BUENA AVENUE.

Also, a proposed order directing the Commissioner of Transportation to grant permission to Mr. Bruce A. Danford to park his pickup truck and/or van at 853 West Buena Avenue in accordance with the provisions of Title 9,

Chapter 64, Section 170(a) of the Municipal Code of Chicago, which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT
TO CONSTRUCT, MAINTAIN AND USE CANOPY
AT 4746 NORTH RACINE AVENUE.

Also, a proposed order authorizing the Director of Revenue to issue a permit to Riviera Productions, Inc. to construct, maintain and use one canopy to be attached or attached to the building or structure at 4746 North Racine Avenue, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN SCHULTER (47th Ward):

Referred -- EXEMPTION OF INLAND GREAT LAKES FROM
PHYSICAL BARRIER REQUIREMENT PERTAINING
TO ALLEY ACCESSIBILITY FOR PARKING
FACILITIES FOR 4916 -- 4918 NORTH
HERMITAGE AVENUE.

A proposed ordinance to exempt Inland Great Lakes from the physical barrier requirement pertaining to alley accessibility for the parking facilities for 4916 -- 4918 North Hermitage Avenue, pursuant to Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN M. SMITH (48th Ward):

Referred -- EXEMPTION OF EDGEWATER AUTO REPAIR FROM
PHYSICAL BARRIER REQUIREMENT PERTAINING TO
ALLEY ACCESSIBILITY FOR PARKING FACILITIES
FOR 1122 WEST FOSTER AVENUE.

A proposed ordinance to exempt Edgewater Auto Repair from the physical barrier requirement pertaining to alley accessibility for the parking facilities for 1122 West Foster Avenue, pursuant to Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which was *Referred to the Committee on Transportation and Public Way*.

Referred -- AUTHORIZATION FOR INSTALLATION OF SLIDING
GATE ON PUBLIC SIDEWALK AT 6152 NORTH
KENMORE AVENUE.

Also, a proposed ordinance authorizing the Commissioner of Transportation to cause the installation of a sliding gate on the edge of the public sidewalk at 6152 North Kenmore Avenue, which was *Referred to the Committee on Transportation and Public Way*.

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMITS
TO INSTALL SIGNS/SIGNBOARDS AT 6009
NORTH BROADWAY.

Also, two proposed orders directing the Commissioner of Buildings to issue permits to DeSignGroup Corp. to install signs/signboards at 6009 North Broadway, which were *Referred to the Committee on Buildings*, as follows:

One sign/signboard at 198.15 total square feet; and

One sign/signboard at 2,738.32 total square feet.

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT
TO CONSTRUCT, MAINTAIN AND USE CANOPY
AT 5555 NORTH SHERIDAN ROAD.

Also, a proposed order authorizing the Director of Revenue to issue a permit to Edgewater Beach Apartments to construct, maintain and use twenty-five canopies to be attached or attached to the building or structure at 5555 North Sheridan Road, which was *Referred to the Committee on Transportation and Public Way*.

Presented By

ALDERMAN STONE (50th Ward):

REVOCATION OF DRIVEWAY INSTALLATION PERMIT
ISSUED FOR 2355 WEST ESTES AVENUE.

A proposed ordinance reading as follows:

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

SECTION 1. Pursuant to the Municipal Code of the City of Chicago, Section 10-20-445, the Director of Revenue is hereby authorized and directed to revoke the driveway permit issued to Mischaical Huzieran for the installation of a driveway at 2355 West Estes Avenue.

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

Alderman Stone moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the foregoing proposed ordinance. The motion *Prevailed*.

On motion of Alderman Stone, the foregoing proposed ordinance was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Frias, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 47.

Nays -- None.

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

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:

FREE PERMITS:

BY ALDERMAN GRANATO (1st Ward):

Santa Maria Adolorata -- for rehabilitation of an existing structure on the premises known as 538 North Ada Street.

BY ALDERMAN TILLMAN (3rd Ward):

Margaret Ford Manor Elderly Housing Project -- for new construction on the premises known as 4500 -- 4512 South Wabash Avenue.

BY ALDERMAN BURKE (14th Ward):

Holy Cross Hospital -- for construction of physician office space on the premises known as 63rd and Kedzie Facility.

BY ALDERMAN MUNOZ (22nd Ward):

Grace Lutheran School -- for rehabilitation of school gym floor on the premises known as 4106 West 28th Street.

BY ALDERMAN SOLIS (25th Ward):

Mexican Fine Arts Center Museum -- for renovation of an existing structure on the premises known as 1401 West 18th Street.

Mexican Fine Arts Center Museum -- for construction and renovation of a structure on the premises known as Harrison Park.

BY ALDERMAN NATARUS (42nd Ward):

Saint Ignatius College Prep -- for demolition on the premises known as 1110 South May Street and 1114 South May Street.

BY ALDERMAN SHILLER (46th Ward):

Louis A. Weiss Memorial Hospital -- for electrical maintenance on the premises known as 4646 North Marine Drive.

LICENSE FEE EXEMPTIONS:

BY ALDERMAN BURNETT (27th Ward):

The Women's Treatment Center, 140 North Ashland Avenue (2).

BY ALDERMAN GABINSKI (32nd Ward):

Athenaeum Theatre, 2936 North Southport Avenue.

Saint Mary of Nazareth Hospital Center, 2233 West Division Street (2).

BY ALDERMAN COLOM (35th Ward):

Saint Joseph Home of Chicago, Inc., 2650 North Ridgeway Avenue.

BY ALDERMAN LAURINO (39th Ward):

Council for Jewish Elderly, 3503 West Lawrence Avenue.

Kagan Home Association for the Jewish Blind, 3525 West Foster Avenue.

BY ALDERMAN NATARUS (42nd Ward):

Warren Barr Pavilion of Illinois Masonic Medical Center, 66 West Oak Street.

BY ALDERMAN MOORE (49th Ward):

Council Thrift Shop, 1524 West Howard Street.

BY ALDERMAN STONE (50th Ward):

Congregation K.I.N.S. of West Rogers Park, 2800 West North Shore Avenue.

Northwest Home for the Aged, 6300 North California Avenue.

CANCELLATION OF WARRANTS FOR COLLECTION:

BY ALDERMAN OCASIO (26th Ward):

Saint Elizabeth's Hospital, 1431 North Claremont Avenue -- trench usage fee.

BY ALDERMAN BURNETT (27th Ward):

The Women's Treatment Center, 140 North Ashland Avenue -- annual building inspection fee.

BY ALDERMAN O'CONNOR (40th Ward):

Northside Operating Co., doing business as Edgewater Hospital and Medical Center, 5700 North Ashland Avenue -- annual public place of assembly inspection fee and fuel burning equipment inspection fees (2).

BY ALDERMAN HANSEN (44th Ward):

Hull House Association, 3212 North Broadway -- annual building inspection fee.

BY ALDERMAN SCHULTER (47th Ward):

Grays Distributing Company, 4419 North Ravenswood Avenue -- "No Parking" sign permit fee.

BY ALDERMAN MOORE (49th Ward):

Henry Muhrer (private school), 6250 North Sheridan Road -- annual pollution control inspection fee.

BY ALDERMAN STONE (50th Ward):

Anixter Center, 6050 North California Avenue -- annual building inspection fee.

CANCELLATION OF WATER RATES:

BY ALDERMAN GRANATO (1st Ward):

Latin United Community Housing Association (L.U.C.H.A.), various locations.

BY ALDERMAN HAITHCOCK (2nd Ward):

Mount Carmel Baptist Church, 2978 South Wabash Avenue.

BY ALDERMAN JONES (15th Ward):

Bethel All Nations Church, 6430 South Ashland Avenue.

REFUND OF FEES:

BY ALDERMAN BURNETT (27th Ward):

The Women's Treatment Center, 140 North Ashland Avenue -- refunds in the amounts of \$290.00 and \$150.00 (2).

BY ALDERMAN NATARUS (42nd Ward):

Northwestern Memorial Hospital, Jennings Room N 116, Superior Street and Fairbanks Court -- refund in the amount of \$1,528.00.

200 North Michigan Avenue Building, 200 North Michigan Avenue -- refund in the amount of \$3,233.00.

BY ALDERMAN M. SMITH (48th Ward):

Selfhelp of Chicago, Inc., 908 West Argyle Street -- refund in the amount of \$1,616.00.

SENIOR CITIZEN SEWER REFUNDS:
(\$50.00)

BY ALDERMAN HOLT (5th Ward):

Branhan, Alice M.

Lane, Madeline L.

BY ALDERMAN PETERSON (17th Ward):

Jones, Charles and Georgia

BY ALDERMAN BANKS (36th Ward):

Martino, Lucille A.

BY ALDERMAN ALLEN (38th Ward):

Anderson, Jennie and Virginia

Bilut, Frank

Ciupinski, Helen C.

Duberville, Raymond L.

Farbysz, Leona

Flammini, Barry J.

Grobosch, Joseph P.

Iacopetti, Lena

Klager, Florence

Kolodziej, Frank

Legenski, Irene

LoPresti, Vincent M.

Mulligan, Anne I.

Piwowar, Stephanie

Salamore, Verner J.

Sambrowitz, Ruth E.

Tarr, Michael

Till, Florence M

Walsh, Anna M.

BY ALDERMAN LAURINO (39th Ward)

Beyer, Lorraine C.

Lehr, Rosemarie E.

Christacakos, Nick

Mack, Josephine B.

Collins, Margaret M.

Maresh, Alice M.

Doell, Emiko

Marks, Robert H.

Fredickson, Helen M.

Mitchell, Peter J.

Hamilton, Edward J.

Preusser, Rita J

Hawkinson, Zenos E.

Roman, Mitchell P.

Johnson, Lillian M.

Svoboda, Charles J.

Kaner, Norman J.

Szeszel, Helen J.

Kirstein, Laurette

Wolfberg, Eileen

Kledzik, Josephine Teresa

Worozaken, Josephine S.

Kown, George

Yoshimura, Ryoko M.

BY ALDERMAN DOHERTY (41st Ward)

Tannerhill, Albert and Wilda

BY ALDERMAN LEVAR (45th Ward):

Butler, Robert A.

Felski, Dorothy L.

Quirk Peter J.

BY ALDERMAN STONE (50th Ward):

Malis, Lillie

**APPROVAL OF JOURNAL OF
PROCEEDINGS.**

JOURNAL (October 1, 1997).
(Regular Meeting)

The City Clerk submitted the printed Official Journal of the Proceedings of the regular meeting held on Wednesday, October 1, 1997 at 10:00 A.M., signed by him 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 8, 1997).
(Special Meeting)

The City Clerk submitted the printed Official Journal of the Proceedings of the special meeting held on Wednesday, October 8, 1997 at 10:00 A.M., signed by him 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.

AMENDMENT OF CHICAGO ZONING ORDINANCE BY
RECLASSIFICATION OF PARTICULAR AREAS.

On motion of Alderman Burke, the City Council took up for consideration the report of the Committee on Zoning, deferred and published in the Journal of the Proceedings of the City Council of October 1, 1997, page 53803, recommending that the City Council pass various ordinances, printed on pages 53804 through 53821, which amend the Chicago Zoning Ordinance by reclassifying particular areas.

On motion of Alderman Banks, the said proposed ordinances were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Frias, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 47.

Nays -- None.

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

The following are said ordinances as passed (the italic heading in each case not being a part of the ordinance):

*Reclassification Of Area Shown On Map Number 1-G.
(Application Number 12151)*

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R3 General Residence District symbols and indications as shown on Map Number 1-G in the area bounded by:

a line 71.5 feet south of and parallel to West Erie Street; North Noble Street; a line 74.05 feet south of and parallel to West Erie Street; the alley next east of North Noble Street; a line 122.05 feet south of and parallel to West Erie Street; North Noble Street; West Ohio Street; a line 26.75 feet west of and parallel to North Noble Street; the alley next south of West Erie Street; and a line 52.5 feet west of and parallel to North Noble Street,

to those of an R5 General Residence District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

*Reclassification Of Area Shown On Map Number 1-H.
(Application Number 12154)*

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R3 General Residence District symbols and indications as shown on Map Number 1-H in the area bounded by:

West Lee Place; a line 313 feet, 2-3/8 inches west of and parallel to North Damen Avenue; West Superior Street; and a line 337 feet, 3-5/8 inches west of and parallel to North Damen Avenue,

to those of an R5 General Residence District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

*Reclassification Of Area Shown On Map Number 1-H.
(Application Number 12156)*

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R3 General Residence District symbols and indications as shown on Map Number 1-H in the area bounded by:

the alley next north of West Erie Street; North Hoyne Avenue; West Erie Street; and a line 95.16 feet west of and parallel to North Hoyne Avenue,

to those of an R4 General Residence District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

*Reclassification Of Area Shown On Map Number 1-H.
(Application Number A-3799)*

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the C1-2 Restricted Commercial District symbols and indications as shown on Map Number 1-H in the area bounded by:

West Grand Avenue; a line 79 feet west of and parallel to North Ashland Avenue; West Ferdinand Street; and a line 127 feet, 8 inches west of and parallel to North Ashland Avenue,

to those of a B4-2 Restricted Service District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

*Reclassification Of Area Shown On Map Number 3-H.
(Application Number A-3756)*

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R6 General Residence District symbols and indications as shown on Map Number 3-H in the area bounded by:

West Rice Street; a line 140.67 feet west of North Hoyne Avenue; a line 145.12 feet south of West Rice Street; and a line 292.05 feet west of North Hoyne Avenue,

to those of an R4 General Residence District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in full force and effect from and after its passage and due publication.

*Reclassification Of Area Shown On Map Number 4-G.
(Application Number A-3781)*

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R4 General Residence District symbols and indications as shown on Map Number 4-G in the area bounded by:

a line 192.28 feet north of West 18th Street; South Loomis Street; a line 72 feet north of West 18th Street; and the alley next west of and parallel to South Loomis Street,

to those of a B4-2 Restricted Service District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

*Reclassification Of Area Shown On Map Number 9-H.
(Application Number A-3757)*

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B3-3 General Retail District symbols and indications as shown on Map Number 9-H in the area bounded by:

a line from a point 72 feet southeast of West Melrose Street as measured along the southwest line of North Lincoln Avenue and perpendicular thereto; North Lincoln Avenue; a line from a point 97 feet southeast of West Melrose Street as measured along the southwest line of North Lincoln Avenue and perpendicular thereto; and the alley next southwest of North Lincoln Avenue,

to those of a C1-3 Restricted Commercial District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

*Reclassification Of Area Shown On Map Number 11-G.
(Application Number 12111)*

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R4 General Residence District symbols and indications as shown on Map Number 11-G in the area bounded by:

West Buena Avenue; a line approximately 243 feet west of and parallel to North Sheridan Road; the alley next south of West Buena Avenue; and North Kenmore Avenue,

to those of an R5 General Residence District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

*Reclassification Of Area Shown On Map Number 11-J.
(Application Number 12153)*

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B4-1 Restricted Service District symbols and indications as shown on Map Number 11-J in the area bounded by:

West Montrose Avenue; a line 33.43 feet east of and parallel to North Ridgeway Avenue; the alley next south of West Montrose Avenue; and North Ridgeway Avenue,

to those of a B4-3 Restricted Service District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

*Reclassification Of Area Shown On Map Number 12-K.
(Application Number A-3795)*

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R2 Single-Family Residence District symbols and indications as shown on Map Number 12-K in the area bounded by:

a line 40.93 feet south of and parallel to West 51st Street; South Knox Avenue; a line 100.93 feet south of and parallel to West 51st Street; and the alley next west of South Knox Avenue,

to those of an R4 General Residence District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

*Reclassification Of Area Shown On Map Number 16-G.
(Application Number A-3697)*

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B4-1 and B4-2 Restricted Service District symbols and indications as shown on Map Number 16-G in the area bounded by:

a line 150 feet north of West 69th Street; South May Street; a line 125 feet north of West 69th Street; South Aberdeen Street; a line 100 feet north of West 69th Street; South Carpenter Street; a line 75 feet north of West 69th Street; the alley next east of and parallel to South Carpenter Street; a line 50 feet north of West 69th Street; South Morgan Street; a line 100 feet north of West 69th Street; South Sangamon Street; a line 75 feet north of West 69th Street; the alley next east of and parallel to South Sangamon Street; a line 50 feet north of West 69th Street; the alley next east of and parallel to South Peoria Street; a line 75 feet north of West 69th Street; South Green Street; the alley next north of and parallel to West 69th Street; the alley next west of and parallel to South Halsted Street; the alley next south of and parallel to West 69th Street; South Carpenter Avenue; a line 125 feet south of West 69th Street; the alley next west of and parallel to South Carpenter Street; a line 100 feet

south of West 69th Street; South May Street; the alley next south of and parallel to West 69th Street; and the alley next east of and parallel to South Racine Avenue,

to those of an R3 General Residence District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

*Reclassification Of Area Shown On Map Number 16-G.
(Application Number A-3700)*

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B4-1 Restricted Service District symbols and indications as shown on Map Number 16-G in the area bounded by:

a line 444 feet north of West 69th Street; South Racine Avenue; a line 125 feet north of the alley next north of and parallel to West 69th Street; the alley next east of and parallel to South Racine Avenue; the alley next north of and parallel to West 71st Street; South Racine Avenue; West 71st Street; and the alley next west of and parallel to South Racine Avenue,

to those of a B2-1 Restricted Retail District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

*Reclassification Of Area Shown On Map Number 16-G.
(Application Number A-3701)*

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B4-1 Restricted Service District symbols and indications as shown on Map Number 16-G in the area bounded by:

a line 125 feet north of West 69th Street; South Throop Street; a line 122 feet north of West 69th Street; a line 50 feet east of South Throop Street; West 69th Street; South Elizabeth Street; the alley next north of and parallel to West 69th Street; the alley next east of and parallel to South Elizabeth Street; a line 125 feet south of West 69th Street; the alley next west of and parallel to South Throop Street; West 69th Street; the alley next east of and parallel to South Loomis Street; a line 125 feet south of West 69th Street; South Loomis Street; the alley next south of and parallel to West 69th Street; and South Justine Street,

to those of an R3 General Residence District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

*Reclassification Of Area Shown On Map Number 18-G.
(Application Number A-3723)*

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R3 General Residence District symbols and indications as shown on Map Number 18-G in the area bounded by:

a line 48.68 feet north of West 74th Street; South Peoria Street; West 74th Street; and the alley next west of and parallel to South Peoria Street,

to those of a B2-2 Restricted Retail District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map Number 22-E.
(As Amended)
(Application Number 12097)

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M1-1 Restricted Manufacturing District and M2-2 General Manufacturing District symbols and indications as shown on Map Number 22-E in the area bounded by:

East 89th Street; a line 562.54 feet west of South Indiana Avenue; the south right-of-way line of East 89th Street, or the line thereof if extended where no street exists; South Indiana Avenue; the north line of the Chicago & Western Indiana Railroad right-of-way; the east right-of-way line of South State Street; a line 621.1 feet south of East 89th Street; a line from a point 621.1 feet south of East 89th Street and 446.93 feet east of the east right-of-way line of South State Street, to a point 699.62 feet south of East 89th Street and 654.92 feet east of the east right-of-way line of South State Street, to be connected by a concave line having a chord length of 304.5 feet and a radius of 383.06 feet; a line from a point 699.62 feet south of East 89th Street and 654.92 feet east of the east right-of-way line of South State Street, to a point, 691.94 feet south of East 89th Street and 661.32 feet east of the east right-of-way line of South State Street; a line from a point 691.94 feet south of East 89th Street and 661.32 feet east of the east right-of-way line of South State Street, to a point, 630.57 feet south of East 89th Street and 642.3 feet west of South Indiana Avenue; a line 342 feet south of East 89th Street; and a line 892.3 feet west of South Indiana Avenue,

to those of an R3 General Residence District and a corresponding use district is hereby established in the area above described.

SECTION 2. That the Chicago Zoning Ordinance be amended by changing all the R3 General Residence District symbols and indications established in Section 1 above to the designation of a Residential Planned Development which is hereby established in the area above-described, subject to such use and bulk regulations as are set forth in the Plan of Development herewith attached and made a part thereof and to no others.

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

Plan of Development Statements referred to in this ordinance read as follows:

Residential Planned Development Number _____.

Plan Of Development Statements.

1. The area delineated herein as a Residential Planned Development consists of approximately seven hundred seventy-seven thousand seventy-four (777,074) square feet (seventeen and eight-tenths (17.8)) acres and is owned or controlled by the Applicant, Bejco Development, an Illinois limited partnership.
2. All applicable official reviews, approvals or permits are required to be obtained by the Applicant or its successors, assignees or grantees. Any dedication or vacation of streets or alleys, or easements, or adjustments of right-of-way, or consolidation or resubdivision of parcels, shall require a separate submittal on behalf of the Applicant or its successors, assignees or grantees and approval by the City Council.
3. The requirements, obligations and conditions contained within this Planned Development shall be binding upon the Applicant, its successors and assigns and if different than the Applicant, the legal title holder or any ground lessors. Furthermore, pursuant to the requirements of Section 11.11-1 of the Chicago Zoning Ordinance, the property shall be under single ownership or under single designated control at the time any applications for amendments, modifications or changes (administrative, legislative or otherwise) to this Planned Development are made. Single designated control for purposes of this paragraph shall mean that any application to the City for any amendment to this Planned Development or any other modification or change thereto (administrative, legislative or otherwise) shall be made or authorized by all the owners of the property or any property owners association which may be formed to succeed the Applicant, and any ground lessors.
4. This Plan of Development consists of thirteen (13) statements; a Bulk Regulations and Data Table; an Existing Zoning Map; a Planned Development and Boundary Property Line Map; an Existing Land-Use Map; a Site/Landscape Plan; and Building Elevations dated September 11, 1997, prepared by FitzGerald Associates. Full size sets of the Site/Landscape Plan and Building Elevations are on file with the Department of Planning and Development. The Planned Development is applicable to the area delineated hereto and these and no other zoning controls shall apply.
5. The following uses shall be permitted within the area delineated herein as "Residential Planned Development":

single-family dwelling units, recreational uses, related services and accessory parking uses.

6. Project identification signs shall be permitted within the Planned Development subject to the review and approval of the Department of Planning and Development. Temporary signs, such as construction and marketing signs shall be permitted, subject to the review and approval of the Department of Planning and Development.
7. Any service drives or other ingress or egress shall be adequately designed and paved in accordance with the regulations of the Department of Transportation in effect at the time of construction and in compliance with the Municipal Code of the City of Chicago, to provide ingress and egress for motor vehicles, including emergency vehicles. There shall be no parking within such emergency areas. Ingress and egress shall be subject to the review and approval of the Department of Transportation and the Department of Planning and Development. Closure of all or part of any public streets or alleys during demolition or construction shall be subject to the review and approval of the Department of Transportation.
8. Height restrictions of any building or any appurtenance thereto shall, in addition to the Bulk Regulations and Data Table, be subject to height limitations as certified and approved by the Federal Aviation Administration.
9. For purposes of Floor Area Ratio (F.A.R.) calculations, the definitions in the Chicago Zoning Ordinance shall apply.
10. The improvements on the Property shall be designed, installed and maintained in substantial conformance with the Plans and Elevations referenced in Statement Number 4 hereinabove. In addition, parkway trees and other landscaping shall be installed and maintained at all times in accordance with the Site/Landscape Plan and the parkway tree landscaping provisions of the Chicago Zoning Ordinance and corresponding regulations and guidelines. Applicant agrees to construct the play lot park in accordance with the Site/Landscape Plan before construction is completed on the 59th unit in the development. Applicant further agrees to complete construction of the interior park before construction is completed on the 85th unit.
11. The terms, conditions and exhibits of this Planned Development Ordinance may be modified administratively by the Commissioner of the Department of Planning and Development, upon the application for such a modification by the Applicant and after a determination

by the Commissioner of the Department of Planning and Development that such a modification is minor, appropriate and consistent with the nature of the improvements contemplated in this Planned Development and the purposes underlying the provisions hereof. Any such modification of the requirements of this Statement by the Commissioner of the Department of Planning and Development shall be deemed to be a minor change in the Planned Development as contemplated by Section 11.11-3(c) of the Chicago Zoning Ordinance.

12. The Applicant acknowledges that it is in the public interest to design, construct and maintain all buildings in a manner which promotes and maximizes the conservation of energy resources. The Applicant shall use best and reasonable efforts to design, construct and maintain all buildings located within this Planned Development in an energy efficient manner, generally consistent with the most current energy efficiency standards published by the American Society of Heating, Refrigerating and Air-Conditioning Engineers ("A.S.H.R.A.E.") and the Illuminating Engineering Society ("I.E.S."). Copies of these standards may be obtained from the Department of Planning and Development.
13. Unless substantial construction has commenced within five (5) years following adoption of this Planned Development, and unless completion is thereafter diligently pursued, then this Planned Development shall expire; provided, however, that if the City Council amends the Chicago Zoning Ordinance to provide for a shorter expiration period which is applicable to all Planned Developments, then this Planned Development shall expire upon the expiration of such shorter time period as provided by said Amendatory Ordinance (the first (1st) day of which as applied to this Planned Development shall be the effective date of the Amendatory Ordinance). If this Planned Development expires under the provisions of this section, then the zoning of the property shall automatically revert to the R2 General Residence District classification.

[Existing Zoning Map; Existing Land-Use Map; Planned Development Boundary and Property Line Map; Site/Landscape Plan; and Building Elevation Drawings referred to in these Plan of Development statements printed on pages 55163 through 55167 of this Journal.]

Bulk Regulation and Data Table referred to in these Plan of Development Statements reads as follows:

Residential Planned Development Number_____.

Bulk Regulations And Data Table.

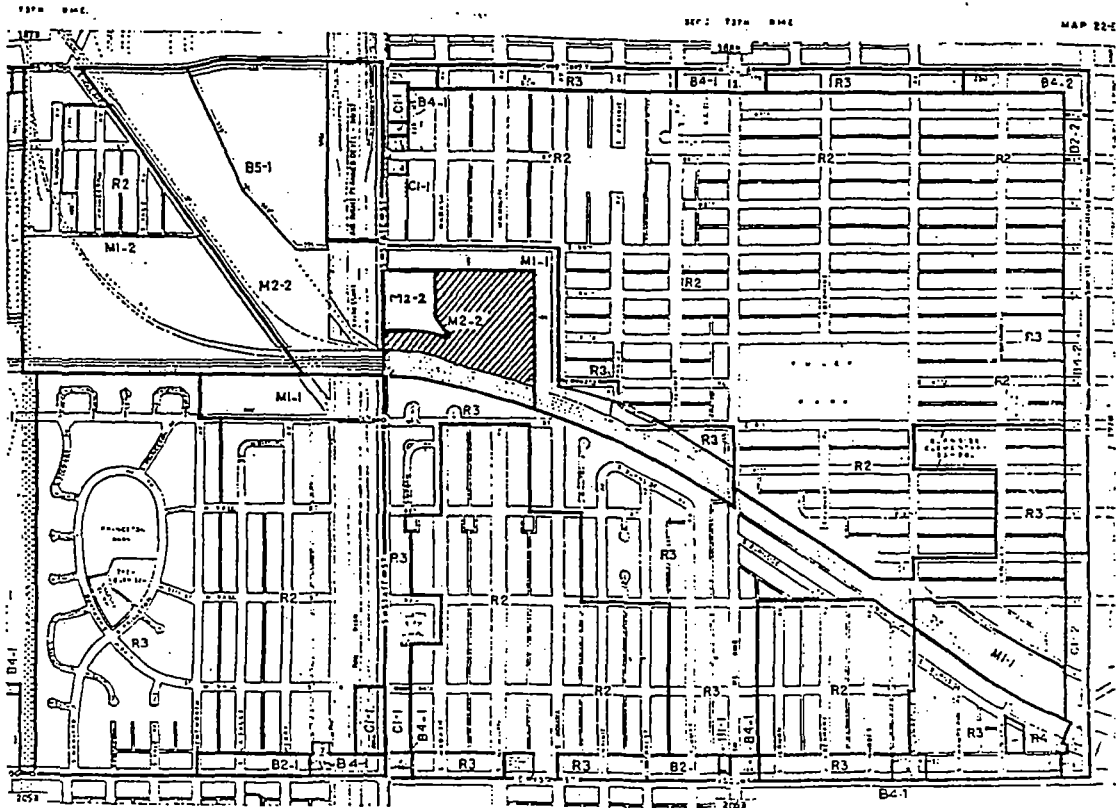
Gross Site Area:	777,074 square feet (17.9 acres).
Net Site Area:	529,154 square feet (12.1 acres).
Area to be Dedicated:	215,316 square feet.
Public Open Space:	32,604 square feet.
Maximum Number of Dwelling Units:	143.
Maximum Floor Area Ratio:	0.7.
Minimum Off-Street Parking Spaces:	286.
Maximum Percentage of Site Coverage:	In accordance with Site Plan attached.
Minimum Required Setbacks:	In accordance with Site Plan attached.
Maximum Building Heights:	36 feet.

10/28/97

UNFINISHED BUSINESS

55163

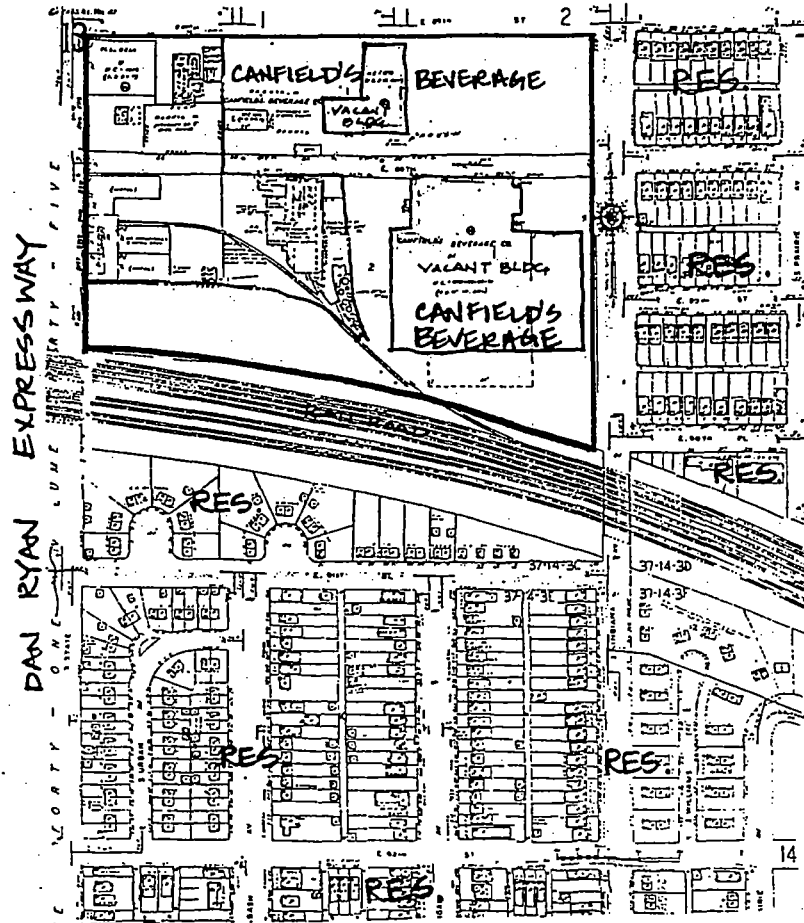
Existing Zoning Map.



APPLICANT:
ADDRESS:
DATE:
REVISED DATE:

BEJCO DEVELOPMENT
980 N. MICHIGAN AVENUE
SUITE 1650 CHICAGO, IL 60611
6-3-97
9-10-97

Existing Land-Use Map.



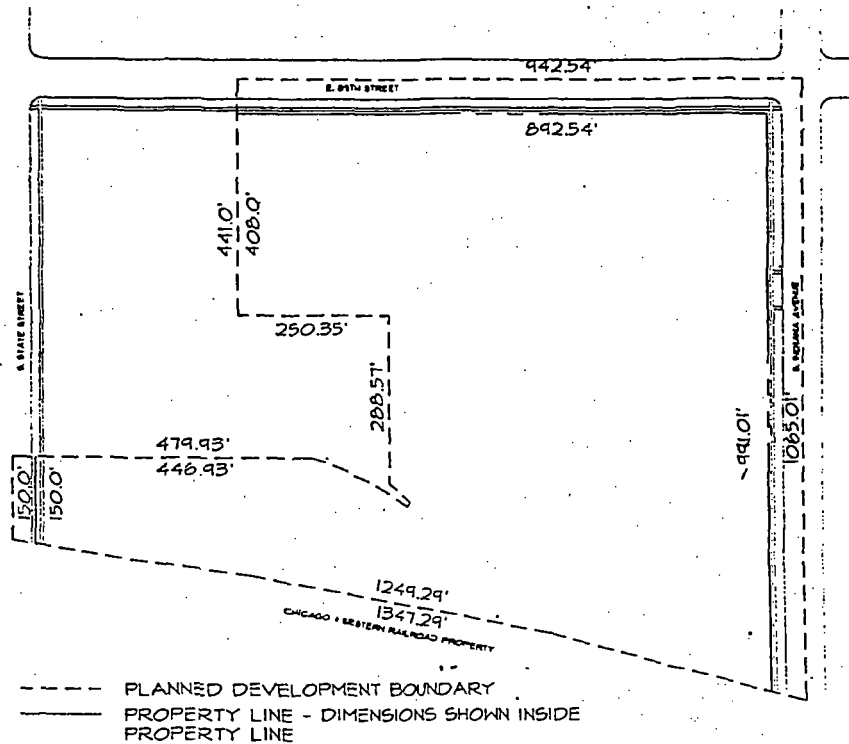
APPLICANT: BEJCO DEVELOPMENT
ADDRESS: 980 N. MICHIGAN AVENUE
SUITE 1650 CHICAGO, IL 60611
DATE: 6-3-97
REVISED DATE: 9-10-97

10/28/97

UNFINISHED BUSINESS

55165

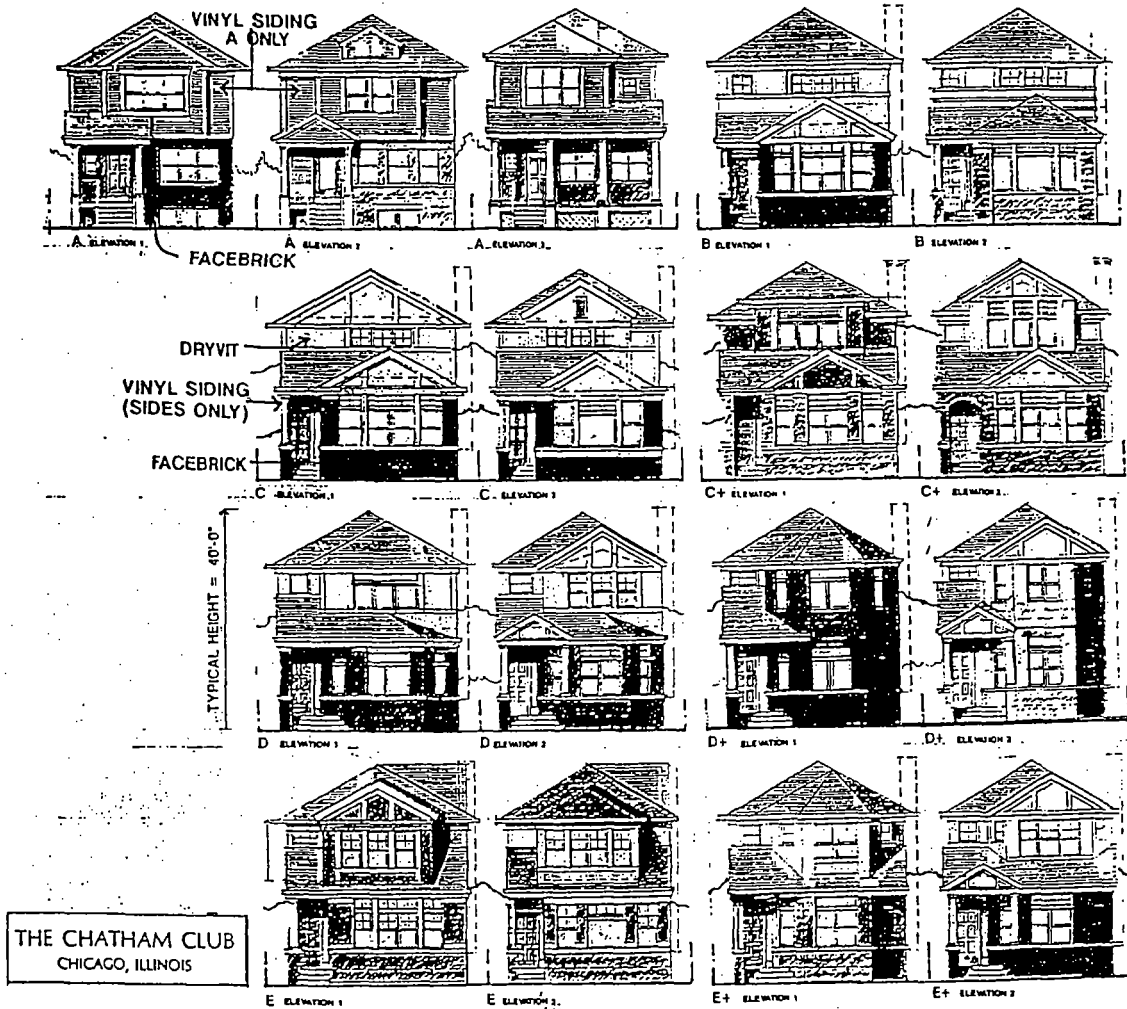
Planned Development Boundary And
Property Line Map.



APPLICANT:
ADDRESS:
DATE:
REVISED DATE:

BEJCO DEVELOPMENT
980 N. MICHIGAN AVENUE
SUITE 1650 CHICAGO, IL 60611
6-3-97
9-10-97

Building Elevations.



APPLICANT:
ADDRESS:
DATE:
REVISED DATE:

BEJCO DEVELOPMENT
980 N. MICHIGAN AVENUE
SUITE 1650 CHICAGO, IL 60611
6-3-97
9-11-97

*Reclassification Of Area Shown On Map Number 28-E.
(Application Number A-3776)*

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B3-3 General Retail District symbols and indications as shown on Map Number 28-E in the area bounded by:

a line 270.4 feet north of East 113th Street; the alley next east of and parallel to South Michigan Avenue; a line 216.4 feet north of East 113th Street; and South Michigan Avenue,

to those of a B4-3 Restricted Service District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

*Rules Suspended -- PUBLIC HEARING ON EXECUTIVE
BUDGET FOR YEAR 1998.*

Alderman Dixon moved to *Suspend the Rules Temporarily* for the purpose of going out of the regular order of business to convene a public hearing on the 1998 Executive Budget. The motion *Prevailed* by a viva voce vote.

Alderman Burke then requested that the record reflect the public hearing convened at 11:50 A.M.

At this point in the proceedings, the clerk 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 Dixon thereupon presented the following speakers, who addressed the Council:

Dr. Lance Pressl, Ph.D.
President

The Civic Federation

Mr. Peter Schmalz
Regional Director

American Federation of
State, County and
Municipal Employees
Council 31

Mr. Ramon S. Cervantes

Operation Crusade Don
Quixote

Mr. Les Brown
Policy Director

The Chicago Coalition for
the Homeless

At this point in the proceedings, President Pro Tempore Dixon asked if any other individuals wished to present statements. There was no response.

Thereupon, Alderman E. Smith moved to *Conclude* the public hearing on the 1998 Executive Budget and resume the regular order of business. The motion *Prevailed* by a viva voce vote.

REGULAR ORDER OF BUSINESS RESUMED.

MISCELLANEOUS BUSINESS.

PRESENCE OF VISITORS NOTED.

The Honorable Richard M. Daley, Mayor, called the Council's attention to the presence of the following visitors:

four family members of the late Cook County Commissioner Irene C. Hernandez: son, Joe Hernandez; granddaughters, Julie and Jennifer Hernandez; and grandson, Joseph Hernandez;

six family members of the late Mrs. Catherine O'Leary: great-great-granddaughters Nancy Connolly and Lynn Cody together with their spouses, Mike and Bob; and great-great-great grandchildren, Megan Connolly and Brandon Cody;

Ms. Shirli Dixon Nelson, daughter of the late Blues legend, Mr. Willie Dixon and executive director of the Blues Heaven Foundation accompanied by the sisters of Blues singer Mr. Junior Wells, Ms. Bertha White and Ms. Jean Austin;

Monsieur Jacques Dominati, First Deputy Mayor of Paris, France accompanied by members of the French delegation;

fifty-four junior and senior United States government students from Saint Ignatius Prep School accompanied by their teacher, Mr. John Chandler, school volunteer, Ms. Mary Jo George and parent, Ms. Laura Watson; and

students from Emmanuel Christian School.

Time Fixed For Next Succeeding Regular Meeting.

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 twenty-eighth (28th) day of October, 1997 at 10:00 A.M., be and the same is hereby fixed to be held on Wednesday, the fifth (5th) day of November, 1997 at 10:00 A.M., in the Council Chambers 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 Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Frias, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 47.

Nays -- None.

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

Adjournment.

Thereupon, Alderman E. Smith moved that the City Council do *Adjourn*. The motion *Prevailed* and the City Council *Stood Adjourned* to meet in regular meeting on Wednesday, November 5, 1997 at 10:00 A.M., in the Council Chambers in City Hall.

JAMES J. LASKI,
City Clerk.

