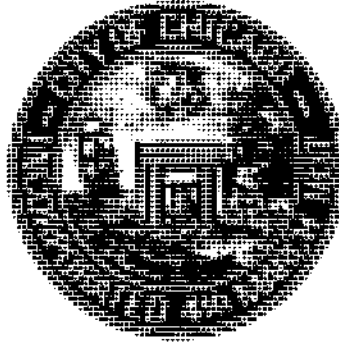


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COPY



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

Regular Meeting -- Wednesday, February 6, 2002

at 10:00 A.M.

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

OFFICIAL RECORD

RICHARD M. DALEY
Mayor

JAMES J. LASKI
City Clerk

JOURNAL OF THE PROCEEDINGS OF THE CITY COUNCIL
Regular Meeting -- Wednesday, February 6, 2002

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Attendance At Meeting.

Present -- The Honorable Richard M. Daley, Mayor, and Aldermen Granato, Haithcock, Tillman, Preckwinkle, Hairston, Beavers, Stroger, Beale, Pope, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Hansen, Levar, Shiller, Schulter, M. Smith, Moore.

Absent -- Aldermen Lyle, Stone.

Call To Order.

On Wednesday, February 6, 2002 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, Hairston, Beavers, Beale, Pope, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 46.

Quorum present.

Pledge Of Allegiance.

Alderman Mitts led the City Council and assembled guests in the Pledge of Allegiance to the Flag of the United States of America.

Invocation.

Reverend Lucius Hall, Pastor of First Church of Love and Faith, opened the meeting with prayer.

**REPORTS AND COMMUNICATIONS FROM
CITY OFFICERS.**

Rules Suspended -- TRIBUTE TO LATE HONORABLE
MICHAEL A. BILANDIC.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

February 6, 2002.

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 Michael Bilandic.

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* to permit immediate consideration of and action upon the said proposed resolution. The motion *Prevailed*.

The following is said proposed resolution:

WHEREAS, The members of this chamber were deeply saddened to learn of the death at age seventy-eight of their friend and former colleague, Justice Michael A. Bilandic, former mayor and alderman of the City of Chicago and former chief justice of the Illinois Supreme Court; and

WHEREAS, Born on February 13, 1923, to Croatian immigrants, Justice Bilandic grew up in the Bridgeport community. After receiving a Bachelor of Science degree from Saint Mary's College, he attended De Paul University College of Law where he was awarded a Juris Doctor degree; and

WHEREAS, During World War II, Justice Bilandic courageously served as a first lieutenant in the United States Marine Corps; and

WHEREAS, Justice Bilandic's political career was rich and diverse, including service in all three branches of the government -- the legislative, executive and judicial -- during four different decades; and

WHEREAS, Justice Bilandic began his long and distinguished public service career in 1969, when his neighbors elected him to represent them as alderman of the 11th Ward; and

WHEREAS, As a member of the City Council, Justice Bilandic pushed for the passage of many initiatives designed to protect the City's environment, including a ban on lead-based paint, a ban on phosphates in laundry detergent and the passage of the Lakefront Protection Ordinance; and

WHEREAS, Considered an expert in government finance, Justice Bilandic rose to serve as chairman of the City's Finance Committee and floor leader; and

WHEREAS, Selected by his colleagues in 1976 to serve as the mayor of Chicago, Justice Bilandic was elected to that office in 1977 and held the post until 1979; and

WHEREAS, During his term as mayor, Justice Bilandic continued to be an innovator in enhancing our city. He organized the first ChicagoFest, precursor of our many current festivals; he arranged city-insured, low-interest mortgage loans for middle-income families in order to make our city more appealing to families; and he lent his support to the Chicago Marathon which has become one of the premier running events in the world; and

WHEREAS, In 1979, Justice Bilandic returned to private law practice at the law firm of Bilandic, Neistein, Richman, Hauslinger & Young, where he was widely respected for his keen intellect and exceptional insight into the intricacies of corporate law; and

WHEREAS, In 1984, Justice Bilandic started a new career with his election to the 1st District Appellate Court, and in 1990, he was elected to the highest judicial office, the Illinois Supreme Court, where he served as chief justice from 1994 through 1996; and

WHEREAS, Justice Bilandic was a member of the Illinois Bar for over fifty years, and recently served on the Board of Managers of the Chicago Bar Association up until his death; and

WHEREAS, Justice Bilandic will always be remembered for his long years of unselfish public service, characterized by his decency, intelligence and integrity; and

WHEREAS, The legacy of Justice Bilandic's dedication, devotion and hard work shall serve as an example to us all; and

WHEREAS, A devoted husband and loving father, Justice Bilandic's passing will be deeply felt by his family and friends, especially his wife, Heather; his son, Michael; 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, assembled this sixth day of February, 2002, do hereby honor the life and memory of Justice Michael A. Bilandic and extend our heartfelt condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Justice Michael A. Bilandic as a token of our sympathy and good wishes.

On motion of Alderman Burke, seconded by Aldermen Balcer, Mell, Natarus and Daley, 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 Justice Michael A. Bilandic. Mayor Daley remembered Justice Bilandic's life-long pride in his immigrant parents, parents who had instilled in their children a reverence for work, community and service and who had ensured that through education, each of their children possessed the ability to bring their aspirations to fruition. Mayor Daley also remembered Justice Bilandic's unwavering commitment, which extended to each and every one of his life's endeavors. A successful corporate

attorney who entered public service at the behest of Mayor Richard J. Daley, Justice Bilandic then committed himself to a public service career that not only spanned for decades but which, Mayor Daley noted, saw Justice Bilandic achieve leadership positions in each the three branches of government. Through a truly extraordinary career characterized by richly varied positions and responsibilities, there existed a core commonality which, Mayor Daley declared, was the hallmark of the work, indeed the life of Justice Bilandic -- his commitment to improving the quality of life. After thanking Heather Bilandic and the Bilandic family for having shared Justice Bilandic with the people of Chicago, Mayor Daley then invited to the Mayor's rostrum Mr. Nicholes Bilandic, to whom the Mayor expressed his personal condolences and presented a parchment copy of the memorial resolution.

Rules Suspended -- POLICE OFFICERS DARRYL M. GILBERT AND
ANTHONY R. JOHNSON HONORED FOR OUTSTANDING
ACTS OF BRAVERY AND HEROISM.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

February 6, 2002.

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

LADIES AND GENTLEMEN -- I transmit herewith a congratulatory resolution honoring the Chicago Police Department.

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* to permit immediate consideration of and action upon the said proposed resolution. The motion *Prevailed*.

The following is said proposed resolution:

WHEREAS, On January 11, 2001 at 7:20 P.M., 15th District Chicago Police Officers Darryl M. Gilbert (Star Number 19214) and Anthony R. Johnson (Star Number 15921), responded to a "panic alarm" and then a "man with a gun" call on South Mayfield Avenue; and

WHEREAS, As the officers were knocking on the door of the house, a hysterical woman ran out screaming, "He's got a gun! He's going to kill them!" and before the officers could calm her enough to get more information, two gunshots rang out from the second floor; and

WHEREAS, Tactical Officer Gilbert and uniformed Officer Johnson rushed up the stairs of the apartment toward the gunfire in a desperate attempt to save lives, and as they reached the top of the stairs and took strategic positions on opposite sides of the hallway, a woman burst from a rear bedroom, bleeding profusely, and ran to Officer Johnson, taking cover behind him; and

WHEREAS, A nine-year old girl then ran from another bedroom to Officer Gilbert, who grabbed the girl and handed her to another officer on the stairs; and

WHEREAS, Suddenly a man who was in fear for his life ran from the rear bedroom, while an offender fired a volley of rounds into his back; and

WHEREAS, As the injured man fell to the floor, Officer Johnson returned fire in an attempt to defend the man; and

WHEREAS, The armed offender then took aim at Officer Gilbert, who fired at the gunman, then watched him attempt to escape by diving through the bedroom window onto a roof; and

WHEREAS, While Officer Johnson rendered aid to the victims, Officer Gilbert ran down the stairs and to the rear of the house, then pulled the offender from the roof onto a porch and handcuffed him with the help of another officer; and

WHEREAS, An eight-year old boy who had hidden under a bed after he heard the gunshots was later found unharmed in the apartment; and

WHEREAS, A search of the bedroom revealed the offender's weapon and a large amount of ammunition; and

WHEREAS, The offender was charged with first degree murder, home invasion, attempted first degree murder, and aggravated discharge of a firearm; and

WHEREAS, Officers Gilbert and Johnson, exhibiting great courage and quick thinking, saved the lives of a twenty-six year old woman, her mother and two children, ages eight and nine; and

WHEREAS, This valiant team effort by Officers Gilbert and Johnson, acting swiftly and decisively without regard to their own personal safety, resulted in the successful rescue of several people from the murderous intentions of a man bent on destruction; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled this sixth day of February, 2002, do hereby honor Officer Darryl M. Gilbert and Officer Anthony R. Johnson for their outstanding acts of bravery and heroism; and

Be It Further Resolved, That a suitable copy of this resolution be presented to these members of the City of Chicago Department of Police, and placed on permanent record in their personnel files, as a token of our esteem.

On motion of Alderman Burke, seconded by Aldermen Preckwinkle, E. Smith, Carothers and Mitts, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Hairston, Beavers, Stroger, Beale, Pope, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 48.

Nays -- None.

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

At this point in the proceedings, The Honorable Richard M. Daley, Mayor, rose and on behalf of the people of Chicago, extended congratulations and expressed appreciation to Police Officer Darryl M. Gilbert and Police Officer Anthony R. Johnson for their heroic, life-saving rescues. Lauding the officers for their bravery, Mayor Daley noted that members of the city's uniformed services regularly act with valor in actions that can only be characterized as heroic and encouraged the media to not only recognize but to focus upon such actions. After calling the City Council's attention to the presence in the visitors' gallery of the officers' family and friends, Mayor Daley

invited Police Officer Darryl M. Gilbert and Police Officer Anthony R. Johnson to the Mayor's rostrum where he conveyed his personal thanks to the officers and presented each with a parchment copy of the congratulatory resolution.

Rules Suspended -- MEMBERS OF FIRE DEPARTMENT HONORED
FOR OUTSTANDING ACTS OF BRAVERY AND HEROISM.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

February 6, 2002.

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

LADIES AND GENTLEMEN -- I transmit herewith a congratulatory resolution honoring the Chicago Fire Department.

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* to permit immediate consideration of and action upon the said proposed resolution. The motion *Prevailed*.

The following is said proposed resolution:

WHEREAS, On December 6, 2001 at 2:00 P.M., City of Chicago fire fighters responded to a 3-11 alarm fire at 4344 North Winchester Avenue; and

WHEREAS, When the fire fighters arrived, the fire had spread throughout the occupied thirty unit, three-story courtyard building, and had also engulfed the rear porches of an adjacent three-flat; and

WHEREAS, Fire companies surrounded the burning structures and were working at every level of these two buildings, but conditions on the top floor of the three-flat rapidly became life-threatening to the rescuers, and the order was given for fire fighters to leave the area; and

WHEREAS, Chief Leo Cox was on the top floor of the three-flat, making sure that no personnel remained, when he felt movement in the floor beneath his feet, then the floor gave way, and suddenly he was fighting for his life, trying to keep from falling through into the raging fire below; and

WHEREAS, As he struggled, Chief Cox felt the firm grasp on his arm of Fire Fighter Michael Boyd of Engine 35, and Fire Fighter Boyd refused to let go, thinking that if he released his grasp, Chief Cox would fall to his death in the fire below; and

WHEREAS, Hearing the men's screams for help, Captain Patrick Maloney of Squad 2 immediately made a Mayday announcement over the fire radio, giving the exact location of the men in peril as he rushed to help; and

WHEREAS, Chief Steve Chikerotis responded to the radio call and ran up the rear stairs, where he met up with Captain Maloney at the third floor landing, but the collapsed floor blocked further progress towards their trapped comrades, so the men hurried down one flight and through the second floor hallway, then up to the front of the third floor unit; and

WHEREAS, Heavy black smoke and intense heat blocked any view of the trapped men, yet the two rescuers crawled towards the shouts of their fellow fire fighters in trouble; and

WHEREAS, Captain Maloney soon came to the spot where the two fire fighters were desperately scrambling to keep from falling through the V-shaped floor collapse, with fire roaring in the void beneath them; and

WHEREAS, In the front of the building, Lieutenant Roger Zinchuk of Engine 83 struggled in the hallway with a hose line to keep the area from becoming totally engulfed in flames, working to protect the trapped fire fighters and rescuers from the searing heat; and

WHEREAS, Although the thick smoke prevented Lieutenant Zinchuk from seeing the trapped men just fifteen feet down the hall, he heard their screams and he knew that their lives, and the lives of their rescuers, depended on his continuing to supply cooling water, so he refused to leave, even after his air supply had been used up; and

WHEREAS, Captain Maloney pulled Chief Cox free as Chief Chikerotis grabbed Fire Fighter Boyd, then together they escaped outside to safety and to emergency medical care; and

WHEREAS, Also trapped in the crevice was Lieutenant Joseph Santucci of Engine 78, who was fighting the fire near the rear stairway when the floor caved in; and

WHEREAS, Fighting his way up from the void, Lieutenant Santucci was able to free himself and escape, then, despite suffering burns to the legs, he returned to check on the rest of his crew on Engine 78 near the third floor rear stairs; and

WHEREAS, Although two of the injured fire fighters are still not able to return to duty, having suffered extensive and serious injuries, each of them did exactly what was necessary to save lives and property of the residents of 4344 North Winchester Avenue; and

WHEREAS, While we acknowledge the dedication, professionalism and bravery displayed by so many fire fighters, we especially make mention of the following persons for going well beyond the call of duty into the realm of the exceptional; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled this sixth day of February, 2002, do hereby honor:

Chief Leo Cox	9 th Battalion
Captain Patrick Maloney	Squad 2
Lieutenant Joseph Santucci	Engine 78
Chief Steven Chikerotis	Assistant Director of Training
Lieutenant Roger Zinchuk	Engine 83
Fire Fighter Michael Boyd	Engine 35

for their outstanding acts of bravery and heroism; and

Be It Further Resolved, That a suitable copy of this resolution be presented to these members of the City of Chicago Fire Department, and placed on permanent record in their personnel files, as a token of our esteem.

On motion of Alderman Burke, seconded by Aldermen Murphy and Carothers, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Hairston, Beavers, Stroger, Beale, Pope, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Hansen, Levar, Shiller, Schuler, M. Smith, Moore -- 48.

Nays -- None.

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

At this point in the proceedings, The Honorable Richard M. Daley, Mayor, rose and on behalf of the people of Chicago, extended congratulations to Chief Leo Cox, Captain Patrick Maloney, Lieutenant Joseph Santucci, Chief Steven Chikerotis, Lieutenant Roger Zinchuk and Fire Fighter Michael Boyd for their heroic actions in fighting the 3-11 alarm fire on December 6. Lauding the honorees for their dedicated professionalism, leadership and teamwork, Mayor Daley expressed his personal pride in the members of the city's uniformed services. After calling the City Counsel's attention to the presence in the visitors' gallery of the family and friends of the honorees, Mayor Daley then expressed his personal thanks to the honorees and invited them to the Mayor's rostrum where he presented each with a parchment copy of the congratulatory resolution.

Rules Suspended -- CONGRATULATIONS EXTENDED TO
MR. MELVIN KELLEY ON WINNING 2002 -- 2003
CHICAGO VEHICLE STICKER ART CONTEST.

Alderman Suarez moved to *Suspend the Rules Temporarily* for the purpose of going out of the regular order of business for immediate consideration of and action upon a proposed resolution. The motion *Prevailed*.

The following is said proposed resolution:

WHEREAS, The Seventh Annual Chicago Vehicle Sticker Art Contest brought forth many of the city's talented high school students to exercise outstanding creativity in designing a 2002 -- 2003 sticker which would grace some one million five hundred thousand vehicles; and

WHEREAS, Despite the high artistic standard of the competing designs, one particular entry -- that of Lawrence Hall sophomore Melvin Kelley, age sixteen -- struck a chord with the majority of the four thousand six hundred who voted in the contest, and his was the chosen favorite; and

WHEREAS, Following this year's theme: "Accessible Chicago: Creating the Abilities of People with Disabilities", Melvin Kelley's winning design shows black and white hands shaking and incorporates symbols representing people with physical challenges against the backdrop of Chicago's skyline and the American flag, which has taken on so much special meaning since September 11; and

WHEREAS, This year's contest was directed by Chicago City Clerk James J. Laski, working in partnership with David Hanson, Director of the Mayor's Office for People with Disabilities. There are some half-million people with disabilities in Chicago, and their contributions to our great city and our way of life have been highlighted by this year's contest theme; and

WHEREAS, First prize winner Melvin Kelley is the pride of his mother, Cynthia Thomas-Hubbard, and family, and of his art teacher, Janice Gould, a 1993 Golden Apple Award winner, who must also be gratified that two other Lawrence Hall students were finalists in the contest: Jay McCall and Darius Urkibas; and

WHEREAS, The City Vehicle Sticker Art Contest winning design provided the second honor for Melvin Kelley in recent times. Last summer he earned first place in the Chicago Teachers Union Chicago Artists contest. Clearly his is a talent of fulfillment and renewed promise; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this sixth day of February, 2002 A.D., do hereby congratulate sixteen-year-old Melvin Kelley, winner of the 2002 -- 2003 Chicago Vehicle Sticker Art Contest, and we extend to this outstanding Lawrence Hall sophomore 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 Melvin Kelley.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Hairston, Beavers, Stroger, Beale, Pope, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 48.

Nays -- None.

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

Rules Suspended -- GRATITUDE EXTENDED TO FOUNDERS, STAFF
AND CARETAKERS OF MERIT SCHOOL OF MUSIC FOR
COMMITMENT TO EDUCATION.

Alderman Wojcik moved to *Suspend the Rules Temporarily* for the purpose of going out of the regular order of business for immediate consideration of and action upon a proposed resolution presented by Aldermen Wojcik and Haithcock. The motion *Prevailed*.

The following is said proposed resolution:

WHEREAS, The Merit School of Music, located at 47 West Polk Street, Dearborn Station, in Chicago, Illinois, founded in 1979 under the name of The MERIT Music Program in response to the removal of music education from the Chicago Public Schools; and

WHEREAS, Emma Endres Kountz and Alice S. Pfaelzer were the founders of MERIT (Music Education Reaching Instrumental Talents);and

WHEREAS, MERIT held its first city-wide auditions for the Tuition-free Conservatory, its pilot program, in the fall of that same year; and

WHEREAS, At its inception, MERIT had one hundred sixty open slots in its Conservatory which were used to provide Chicago-area young people in the seventh through twelfth grades with comprehensive and high-quality music education for free, regardless of their ethnic or economic backgrounds; and

WHEREAS, MERIT's Tuition-free Conservatory includes a "core curriculum" in instrumental technique, history, theory and ensemble playing, counseling for college scholarships and career opportunities and a Private Lessons Program designed to provide students in the Tuition-free Conservatory with more individualized teaching at low-fee costs which were vital components to the cultural enrichment of Chicago-area children; and

WHEREAS, MERIT began its In-Schools Program (now called Project BEGIN) in 1984 which started with one public school and now serves over fifty-seven public schools and community centers providing the music education that would not otherwise be available to students; and

WHEREAS, In 1995 MERIT initiated its Preparatory (Prep) Program in an attempt to transition the beginning students in Project BEGIN to the on-site Tuition-free Conservatory, and today includes three hundred eighty-eight students; and

WHEREAS, After the inception of Project BEGIN and the Prep Program, MERIT did not stop growing, hence initiating the Dynamic Starts and Early Childhood programs to begin serving yet another set of children who were too young to attend school and therefore had not yet experienced the benefits of MERIT's programs; and

WHEREAS, In 2001 MERIT also added a new program to its already extensive repertoire by incorporating Alegre Strings, founded by Shalisa Kline, which offered Suzuki method violin classes to beginning students, as well as note-reading classes, repertoire classes and rehearsals, master classes with professional musicians and semi-private instruction for advanced students; and

WHEREAS, The name MERIT Music Program no longer defined what the organization had come to represent and so in February of 2000, at the annual Performathon, MERIT announced its name change from MERIT Music Program to Merit School of Music; and

WHEREAS, Today Merit School of Music serves over four thousand five hundred children through its many programs, of which approximately three thousand five hundred students attend off-site programs through Project BEGIN, while the remaining one thousand students attend on-site programs including the Tuition-free Conservatory, Prep or Private Lessons programs; and

WHEREAS, Merit School of Music hosts many annual events involving students, parents and donors; and

WHEREAS, The Merit School of Music events include Meritfest in which the Project BEGIN students have the opportunity to join forces and perform at Symphony Center in their ensembles, the Performathon in which students in the Tuition-free Conservatory collect pledges for their performances in a thirteen-hour event, the Gala during which the Alice S. Pfaelzer Award for Distinguished Services to the Arts is awarded to a member of the Chicago community that has actively served the school and the arts and the Fall Fundraiser which the Merit School of Music Associate Board hosts and which has included a concert by Fareed Haque and Terry Callier and the Alegre Fiesta Ball (a black-tie event benefiting the students of the Alegre Strings program and the Humboldt Park schools); and

WHEREAS, In November of 1982 the MERIT Music Program was elected to full Institutional Membership in the National Guild of Community School of the Arts; and

WHEREAS, In May of 2001, Duffie A. Adelson, Merit School of Music's Executive Director was the first Chicagoan to be awarded Oprah Winfrey's Use Your Life award and also received the Distinguished Alumnus of Interlochen award; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here on this sixth day of February, 2002 A.D., hereby express our sincere congratulations to its founders, current staff and caretakers of Merit School of Music on their continued commitment to serve the educational needs of the children of Chicago; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the Executive Director of Merit School of Music, Duffie A. Adelson, and staff.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Hairston, Beavers, Stroger, Beale, Pope, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Hansen, Levar, Shiller, Schuler, M. Smith, Moore, -- 48.

Nays -- None.

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

REGULAR ORDER OF BUSINESS RESUMED.

Referred -- APPOINTMENT OF VARIOUS INDIVIDUALS AS
MEMBERS OF MARQUETTE PARK COMMISSION
(SPECIAL SERVICE AREA NUMBER 14).

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

February 6, 2002.

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

LADIES AND GENTLEMEN -- I have appointed the following persons as members of the Marquette Park Commission (Special Service Area Number 14) for the terms indicated:

Terms expiring February 28, 2003:

Gregory A. Clemmons, reappointed; Jonas A. Miglinas and Peter P. Paulius;

Terms expiring February 28, 2004:

Dr. Ewa I. Ewa and Kim Y. Love, both reappointed; Estelle M. Seals and Laima Vaiciunas.

Your favorable consideration of these appointments will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

2/6/2002

COMMUNICATIONS, ETC.

78275

Referred -- APPOINTMENT OF MS. GENITA COLETTE ROBINSON
AS MEMBER OF BOARD OF ETHICS.

The Honorable Richard M. Daley, Mayor, submitted the following communication which was, at the request of two aldermen present (under the provisions of Council Rule 43) *Referred to the Committee on Committees, Rules and Ethics:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

February 6, 2002.

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

LADIES AND GENTLEMEN -- I have appointed Genita Colette Robinson as a member of the Board of Ethics for a term expiring July 31, 2005, to succeed Mark E. Christensen, who has resigned.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- APPOINTMENT OF MR. RAFAEL M. LEON AS MEMBER
OF COMMUNITY DEVELOPMENT COMMISSION.

The Honorable Richard M. Daley, Mayor, submitted the following communication which was, at the request of two aldermen present (under the provisions of Council Rule 43) *Referred to the Committee on Economic and Capital Development:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

February 6, 2002.

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

LADIES AND GENTLEMEN -- I have appointed Rafael M. Leon as a member of the Community Development Commission for a term expiring February 26, 2006, to succeed Jesus M. Valle, whose term has expired.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AMENDMENT OF PRIOR ORDINANCE WHICH APPROVED
CONVEYANCE OF CITY-OWNED PROPERTY TO AND
AUTHORIZED EXECUTION OF LOAN AGREEMENT
WITH ARTSPACE CHICAGO 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*:

2/6/2002

COMMUNICATIONS, ETC.

78277

OFFICE OF THE MAYOR
CITY OF CHICAGO

February 6, 2002.

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

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

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR APPROVAL OF REDEVELOPMENT
PLAN, DESIGNATION OF REDEVELOPMENT PROJECT AREA
AND ADOPTION OF TAX INCREMENT ALLOCATION
FINANCING FOR CHICAGO/CENTRAL PARK
REDEVELOPMENT PROJECT AREA.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

February 6, 2002.

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 three ordinances concerning creation of the Chicago/Central Park T.I.F.

Your favorable consideration of these ordinances will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR APPROVAL OF REDEVELOPMENT
PLAN, DESIGNATION OF REDEVELOPMENT PROJECT AREA
AND ADOPTION OF TAX INCREMENT ALLOCATION
FINANCING FOR LAWRENCE/PULASKI
REDEVELOPMENT PROJECT AREA.

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

2/6/2002

COMMUNICATIONS, ETC.

78279

OFFICE OF THE MAYOR
CITY OF CHICAGO

February 6, 2002.

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 three ordinances concerning creation of the Lawrence/Pulaski T.I.F.

Your favorable consideration of these ordinances will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR EXECUTION OF SUBLEASE
AGREEMENT WITH O'HARE TECH CENTER II, L.L.C.
FOR "WILLOW CREEK SITE" AT CHICAGO
O'HARE INTERNATIONAL AIRPORT.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

February 6, 2002.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Aviation, I transmit herewith an ordinance authorizing the execution of a sublease between the City of Chicago and O'Hare Tech Center II, L.L.C.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR AMENDMENT OF EMPOWERMENT
ZONE/ENTERPRISE COMMUNITY GRANT FUNDING FOR
CHICAGO CHRISTIAN INDUSTRIAL LEAGUE AND
ACQUISITION OF PROPERTY AT 901 -- 961
WEST 69TH STREET FOR BENEFIT OF
EMPOWERMENT ZONE/ENTERPRISE
COMMUNITIES.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

February 6, 2002.

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

LADIES AND GENTLEMEN -- At the request of the Executive Director of the Chicago Empowerment Zone, I transmit herewith two ordinances concerning various empowerment zone grants.

2/6/2002

COMMUNICATIONS, ETC.

78281

Your favorable consideration of these ordinances will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR EXECUTION OF LICENSE
AGREEMENT WITH INDIANA HARBOR BELT
RAILROAD COMPANY.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

February 6, 2002.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Water, I transmit herewith an ordinance authorizing the execution of a license agreement with Indiana Harbor Belt Railroad.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR EXECUTION OF MANAGEMENT
AGREEMENT WITH CHICAGO CHILDREN'S
ADVOCACY CENTER.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

February 6, 2002.

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

LADIES AND GENTLEMEN -- At the request of the Budget Director, I transmit herewith an ordinance authorizing the execution of a management agreement with the Chicago Children's Advocacy Center.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR INSTALLATION OF
WATER MAINS AT VARIOUS LOCATIONS.

The Honorable Richard M. Daley, Mayor, submitted the following communication which was, together with the proposed orders transmitted therewith, *Referred to the Committee on the Budget and Government Operations*:

2/6/2002

COMMUNICATIONS, ETC.

78283

OFFICE OF THE MAYOR
CITY OF CHICAGO

February 6, 2002.

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

LADIES AND GENTLEMEN -- At the request of the Budget Director, I transmit herewith various water main orders.

Your favorable consideration of these orders will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR EXECUTION OF AGREEMENT WITH
UNITED STATES DEPARTMENT OF THE ARMY.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

February 6, 2002.

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 authorizing the execution of an agreement with the Army Corps of Engineers.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR EXECUTION OF
INTERGOVERNMENTAL AGREEMENT
WITH NORTHEASTERN ILLINOIS
PLANNING COMMISSION.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

February 6, 2002.

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 authorizing the execution of an intergovernmental agreement with the Northeastern Illinois Planning Commission.

2/6/2002

COMMUNICATIONS, ETC.

78285

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- APPROVAL FOR NEGOTIATED SALE OF CITY-OWNED
PROPERTY AT 349 -- 359 EAST 59TH STREET
TO A. J. 5900, L.L.C.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

February 6, 2002.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of General Services, I transmit herewith an ordinance authorizing a negotiated sale of property located at 349 -- 359 East 59th Street.

Your favorable consideration of this ordinance will be appreciated.

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 -- OATH OF OFFICE OF MR. NORMAN HOLLAND.

The oath of office of Mr. Norman Holland as a Trustee of the Firemen's Annuity and Benefit Fund of the City of Chicago, which was *Placed on File*.

Placed On File -- OATH OF OFFICE OF MR. THOMAS LUCZAK.

The oath of office of Mr. Thomas Luczak as a Trustee of the Firemen's Annuity and Benefit Fund of the City of Chicago, which was *Placed on File*.

Placed On File -- OATH OF OFFICE OF MR. JOSEPH QUINN.

The oath of office of Mr. Joseph Quinn as a Trustee of the Firemen's Annuity and Benefit Fund of the City of Chicago, which was *Placed on File*.

*Placed On File -- NOTIFICATION AS TO DESIGNATION OF
MR. WILLIAM F. ABOLT AS ADDITIONAL PROXY TO
AFFIX SIGNATURE OF MAYOR OF CITY OF
CHICAGO TO VARIOUS DOCUMENTS.*

A communication from The Honorable Richard M. Daley, Mayor, under the date of January 16, 2002, designating Mr. William F. Abolt as an additional proxy to affix his signature to any license, permit, contract, change order, ordinance, local improvement bond, deed, grant document or any other written instrument required to be signed by the Mayor, which was *Placed on File*.

*Placed On File -- CITY COMPTROLLER'S QUARTERLY REPORTS
FOR PERIOD ENDED DECEMBER 31, 2001.*

The following documents received in the Office of the City Clerk from Ms. Phoebe Selden, City Comptroller, were *Placed on File*:

City of Chicago Corporate Fund: Condensed Statement of Cash Receipts and Disbursements for three months ended December 31, 2001.

Statement of Funded Debt as of December 31, 2001.

City of Chicago Corporate Fund: Statement of Funded Debt as of December 31, 2001.

*Placed On File -- 47TH/HALSTED TAX INCREMENT FINANCING
REDEVELOPMENT PLAN AND PROJECT.*

A communication from Ms. Aerobel Banuelos, Assistant Corporation Counsel, under the date of January 25, 2002, transmitting the proposed 47th/Halsted Tax Increment Financing Redevelopment Plan and Project, together with an Eligibility Study affixed thereto as Attachment One to the Plan, which was *Placed on File*.

*Placed On File -- SUPPLEMENTAL BOND ORDER PURSUANT TO
TAX INCREMENT ALLOCATION REVENUE AND REFUNDING
BONDS (STOCKYARDS INDUSTRIAL-COMMERCIAL
REDEVELOPMENT PROJECT) SERIES 1996A.*

A communication from Mr. Brian King, Deputy Comptroller, under the date of January 24, 2002, transmitting the Supplemental Bond Order, together with the First Amendment to the Reimbursement Agreement attached thereto as Exhibit A and the Acknowledgment of Filing for Tax Increment Allocation Revenue and Refunding Bonds (Stockyards Industrial-Commercial Redevelopment Project) Series 1996A, which was *Placed on File*.

Placed On File -- SUPPLEMENTAL BOND ORDER PURSUANT TO
TAX INCREMENT ALLOCATION REVENUE AND REFUNDING
BONDS (STOCKYARDS INDUSTRIAL-COMMERCIAL
REDEVELOPMENT PROJECT) SERIES 1996B.

A communication from Mr. Brian King, Deputy Comptroller, under the date of January 24, 2002, transmitting the Supplemental Bond order, together with the First Amendment to the Reimbursement Agreement attached thereto as Exhibit A and the Acknowledgment of Filing for Tax Increment Allocation Revenue and Refunding Bonds (Stockyards Industrial-Commercial Redevelopment Project) Series 1996B, which was *Placed on File*.

Placed On File -- BOARD OF EDUCATION ANNUAL FINANCIAL
REPORT FOR FISCAL YEAR ENDED JUNE 30, 2001.

A communication from Ms. Marilyn F. Johnson, General Counsel, Board of Education of the City of Chicago, under the date of January 29, 2001, transmitting the Chicago Public Schools Comprehensive Annual Financial Report for the fiscal year ended June 30, 2001, which was *Placed on File*.

Placed On File -- STATE APPROVAL OF ORDINANCES CONCERNING
MOTOR FUEL TAX FUND PROJECTS.

Communications from Mr. John P. Kos, P.E., District Engineer, Illinois Department of Transportation, under the date of February 1, 2002, providing notification that the Department of Transportation of the State of Illinois has approved the ordinances passed by the City Council on February 7 and December 12, 2001 (involving expenditure of Motor Fuel Tax funds), which were *Placed on File*:

Allocation of Motor Fuel Tax funds for C.T.A./R.T.A. Grant in improved streets, county and state highways during year 2002;

Allocation of Motor Fuel Tax funds for improved street maintenance in improved streets, county and state highways during year 2002;

Allocation of Motor Fuel Tax funds for street lane line maintenance in improved streets, county and state highways during year 2002;

Allocation of Motor Fuel Tax funds for street sign maintenance in improved streets, county and state highways during year 2002.

City Council Informed As To Certain Actions Taken.

PUBLICATION OF JOURNAL.

The City Clerk informed the City Council that all those ordinances, et cetera, which were passed by the City Council on January 16, 2002 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 February 5, 2002 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 January 16, 2002, published by authority of the City Council, in accordance with the provisions to 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:

Mr. Rudy Acosta -- to classify as an R4 General Residence District instead of an R3 General Residence District the area shown on Map Number 9-J bounded by:

a line 124.15 feet northwesterly from the intersection of North Parkview Terrace and North Lawndale Avenue; a line 70.79 feet north of the intersection of North Parkview Terrace and North Lawndale Avenue, perpendicular to North Lawndale Avenue; North Lawndale Avenue; and North Parkview Avenue.

Atlantis Properties, L.L.C. -- to classify as an R5 General Residence District instead of an M1-2 Restricted Manufacturing District the area shown on Map Number 9-G bounded by:

that part of Lot 27 lying south of the right-of-way of the northwestern elevated railroad in Block 1 in George Cleveland's Subdivision of Lot 3 in Assessor's Division of the northwest quarter of the southeast quarter of Section 20, Township 40 North, Range 14, East of the Third Principal Meridian, and all that part of 50 foot wide corridor of the former Chicago, Milwaukee, St. Paul & Pacific Railroad Company in Lot 3 of Assessor's Division of the northwest quarter of the southeast quarter of Section 20, Township 40 North, Range 14 East of the Third Principal Meridian, City of Chicago, Cook County, Illinois which is bounded on the north by the centerline of the elevated railroad of the Chicago Transit Authority, bounded on the south by the north line of West Roscoe Street, and bounded on the west by the east line of North Racine Avenue, in Cook County, Illinois.

also, to classify as Residential Planned Development Number 398, as amended, instead of an R5 General Residence District and Residential Planned Development Number 398 the area shown on Map Number 9-G bounded by:

that part of Lot 27 lying south of the right-of-way to the northwestern elevated railroad in Block 1 in George Cleveland's Subdivision of Lot 3 in Assessor's Division of the northwest quarter of the southeast quarter of Section 20, Township 40 North, Range 14, East of the Third Principal Meridian, and all that part of the 50 foot wide corridor of the former Chicago, Milwaukee, St. Paul & Pacific Railroad Company in Lot 3 of Assessor's Division of the northwest quarter of the southeast quarter of Section 20, Township 40 North, Range 14 East of the

Third Principal Meridian, City of Chicago, Cook County, Illinois which is bounded on the north by the centerline of the elevated railroad of the Chicago Transit Authority, bounded on the south by the north line of West Roscoe Street and bounded on the west by the east line of North Racine Avenue, in Cook County, Illinois and the area bounded by a line 99.14 feet north of West Roscoe Street; a line 90.75 feet east of the east line of the Chicago, Milwaukee, St. Paul Pacific Railroad right-of-way; West Roscoe Street; North Clifton Avenue; the alley next south of West Roscoe Street; the alley next west of North Clifton Avenue; West School Street; North Racine Avenue; and the east line of the Chicago, Milwaukee, St. Paul & Pacific Railroad right-of-way.

Dr. Hassan Azarpia, sole beneficiary with power of direction under the Chicago Title Land Trust Company, as trustee, under Trust Number 1105637 -- to classify as a C1-1 Restricted Commercial District instead of a B4-1 Restricted Service District the area shown on Map Number 10-K bounded by:

West 46th Street; South Pulaski Road; a line 170.50 feet south of and parallel to West 46th Street; and the public alley next west of and parallel to South Pulaski Road.

Central Station, L.L.C.-- to classify as a Residential Planned Development instead of a B4-5 Restricted Service District the area shown on Map Number 4-E bounded by:

a line 623.96 feet north of and parallel with East 18th Street; the western right-of-way line of the Illinois Central Railroad (also described as a line from a point 623.96 feet north of East 18th Street, as measured from the northerly right-of-way line of East 18th Street and 119.65 feet east of South Prairie Avenue, to a point 568.58 feet north of East 18th Street, as measured from the northerly right-of-way line of East 18th Street and 136.25 feet east of South Prairie Avenue, as measured from the east right-of-way line of South Prairie Avenue; a line from a point 568.58 feet north of East 18th Street, as measured from the northerly right-of-way line of East 18th Street and 136.25 feet east of South Prairie Avenue, as measured from the east right-of-way line of South Prairie Avenue, to a point 235.0 feet north of East 18th Street, as measured from the northerly right-of-way line of East 18th Street and 308.0 feet east of South Prairie Avenue, as measured from the east right-of-way of South Prairie Avenue); a line 235.0 feet north of and parallel with East 18th Street; a line 110.0 feet east of and parallel with South Prairie Avenue; a line 255.0 feet north of and parallel with East 18th Street; and South Prairie Avenue.

Chicago Housing Authority -- to classify as an R6 General Residence District instead of an R4 General Residence District and further, to classify as Residential Business Planned Development Number _____ instead of an R6 General Residence District the area shown on Map Number 1-H bounded by:

West Lake Street; North Hermitage Avenue; West Washington Boulevard; and North Wood Street.

Chicago Housing Authority -- to classify as an R5 General Residence District instead of an R4 General Residence District and further, to classify as Residential Planned Development Number _____ instead of an R5 General Residence District the area shown on Map Number 1-H Bounded by:

West Lake Street, North Leavitt Street; the alley next south of and parallel to West Lake Street; a line 80.19 feet east of and parallel to North Oakley Avenue; a line 41.01 feet north of and parallel to West Washington Boulevard; and North Oakley Avenue.

Mr. Juan Esparza and Ms. Adrianna Esparza, in care of Mr. James J. Banks -- to classify as a C2-1 General Commercial District instead of an R3 General Residence District the area shown on Map Number 8-I bounded by:

West 37th Place; the public alley next east of and parallel to South Albany Avenue; a line 66 feet south of and parallel to West 37th Place; and South Albany Avenue.

Gavin Construction, Inc. -- to classify as an R4 General Residence District instead of an R3 General Residence District the area shown on Map Number 9-I bounded by:

North Mozart Street; a line 28 feet north of and parallel to West Byron Street; the alley next east of and parallel to North Mozart Street; and West Byron Street.

Higgins Development Partners, L.L.C. -- to classify as a Business Planned Development instead of Business Planned Development Number 308, as amended, Central Area Parking Planned Development Number 577 and a C3-7 Commercial Manufacturing District the area shown on Map Number 2-F bounded by:

West Arcade Place; South Franklin Street; West Monroe Street; and South Wacker Drive.

Mr. Jamal Jabar, in care of Mr. James J. Banks -- to classify as a B4-3 Restricted Service District instead of a B3-3 General Retail District the area shown on Map Number 10-H bounded by:

a line 208.05 feet north of and parallel to West 47th Street; the public alley next east of and parallel to South Marshfield Avenue; a line 132.06 feet north of and parallel to West 47th Street; South Ashland Avenue; West 47th Street; and South Marshfield Avenue.

KFC National Management Company -- to classify as a B4-2 Restricted Service District instead of a B2-2 Restricted Retail District the area shown on Map Number 14-E bounded by:

South State Street; East Garfield Boulevard; the alley next east of and parallel to South State Street; and a line 164.61 feet south of and parallel to East Garfield Boulevard.

Leavitt Armitage, L.L.C., in care of Mr. James J. Banks -- to classify as a B4-4 Restricted Service District instead of a B2-4 Restricted Retail District the area shown on Map Number 5-H bounded by:

West Armitage Avenue; the public alley next east of and parallel to North Leavitt Street; a line 96.34 feet south of and parallel to West Armitage Avenue; and North Leavitt Street.

Mulcair Construction Company -- to classify as a R3 General Residence District instead of an M1-2 Restricted Manufacturing District the area shown on Map Number 8-H bounded by:

a line 52 feet north of and parallel with West 35th Place; the public alley next east of and parallel with South Oakley Avenue; West 35th Place; and South Oakley Avenue.

North/Halsted, L.L.C. -- to classify as a B5-2 General Service District instead of Institutional Planned Development Number 182 and further, to classify as a Business Planned Development instead of a B5-2 General Service District the area shown on Map Number 3-F bounded by:

West North Avenue; the Chicago Transit Authority right-of-way; West Weed Street; North Clybourn Avenue; and North Halsted Street.

Mr. Edward Novak -- to classify as a B4-1 Restricted Service District instead of B4-3 Restricted Service, R5 General Residence, R4 General Residence and C1-2 Restricted Commercial Districts and further, to classify as an Institutional Planned Development instead of a B4-1 General Residence District the area shown on Map Number 1-J bounded by:

a line 75 feet north of and parallel to the public alley next north of and parallel to West Franklin Boulevard; the public alley next east of and parallel to North Spaulding Avenue; a line 9103 north of and parallel to the public next north of and parallel to West Franklin Boulevard; North Sawyer Avenue; West Franklin Boulevard and North Spaulding Avenue; a line 150 north of and parallel to West Franklin Boulevard; the public alley next north of and parallel West Franklin Boulevard and North Kedzie Avenue; and West Franklin Boulevard and North Sayer Avenue.

Ms. Lisa Scott, in care of Gordon & Pikarski -- to classify as a B2-2 Restricted Retail District instead of an R4 General Residence District the area shown on Map Number 5-G bounded by:

the alley next north of West Webster Avenue; a line 76.22 feet east of and parallel to North Magnolia Avenue; West Webster Avenue; and a line 52.15 feet east of and parallel to North Magnolia Avenue.

Mr. Ronald Zavesky, Jr. -- to classify as an R3 General Residence District instead of an R2 Single-Family Residence District the area shown on Map Number 32-A bounded by:

a line 88.90 feet south of and parallel to East 134th Street; the public alley next east of and parallel to South Avenue L; a line 178.90 feet south of and parallel to East 134th Street; and South Avenue L.

740 Fulton, L.L.C. -- to classify as Residential-Commercial Planned Development Number 643, as amended, instead of Residential-Commercial Planned Development Number 643 and a C3-5 Commercial-Manufacturing District the area shown on Map Numbers 1-F and 1-G bounded by:

a line 137.04 feet south of West Kinzie Street; North Halsted Street; the north line of the R.T.A./Metra railroad (formerly known as the Chicago, Milwaukee, St. Paul & Pacific Railroad) right-of-way; a line 25 feet east of North Halsted Street; the south line of the R.T.A./Metra railroad (formerly known as Chicago, Milwaukee, St. Paul & Pacific Railroad) right-of-way; North Jefferson Street; West Wayman Street; North Halsted Street; the south line of the R.T.A./Metra railroad (formerly known as the Chicago, Milwaukee, St. Paul & Pacific Railroad) right-of-

way; a line 25 feet west of North Halsted Street; the north line of the R.T.A./Metra railroad (formerly known as the Chicago, Milwaukee, St. Paul & Pacific Railroad) right-of-way; North Green Street; the north line of West Wayman Street; a line 90.51 feet east of North Halsted Street; West Fulton Market; and North Halsted 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:

Allen Florine, Allstate Insurance Company and Marion Murphy, Ambrosia Joseph W., Anderson Timika S.;

Behringer John P., Blaylock Roberta A., Bradford, Jr. Amos, Buford John T.;

Cazares Jorge V., Chai Ming W., Chitnis Sachin S., Chojnowski Robert A., Clinton Larry, Collins Latricia M., Colon Elias, Colone Shawrell R., Cusack Daniel J.;

Davis Voncile, Delgado Luis A., Dev Somanath;

Farmers Insurance Group (4) Thomas A. Croft, Shirley Little, Sharon McHatten and Mary Woszczyński, Fattah John, Franklin Clinton W.;

Gessl Martin W., Giger Charles C., Gora Christian T., Griffin Cynthia A., Guillen Jesus O.;

Hamilton Vera L., Heard Calvin and Arline, Henry Susanne G., Hyde Anne;

Jackson Diane, Johnson Nina H.;

Lally II, Joseph J., Lawson Olushola, Legarreta Wanda I., Lonzo Barney, LoVallo Lisa A., Luka Gary T.;

McGee Edward J., McGinnis Warren E., McKinney Frederick J., Melton Rosie L.;

Orellana Debra E., Owens Joe;

Palicke Philip J., Panzica Frank, Progressive Insurance and Ron and Jennifer Cleveland;

Reese David L., Robinson Clifton, Roger Elize, Rojo Robert, Rooney David A., Rosser Mary F.;

Sevien Norman L., Simmons Beverly M., Slucker Rachel A., State Farm Insurance (3) Eugene Babula, Estate of Geraldine Mackivitch, in care of Dana Wsol, Executor and Roman Trolka, Steele Ricky;

Tenenbaum Adina M., Thompson Wendy R., Thornton Frank J.;

Unique Insurance Company (3) Magaly Class, Lloyd Palmer and Miroslaw Slodkowski;

Valencia Everardo;

Warren Jeffery M., Williams Clauzel H., Witun Anetta;

Zuno Juan A.

*Referred -- CORRECTION OF JANUARY 16, 2002 JOURNAL
OF THE PROCEEDINGS OF THE CITY COUNCIL.*

A communication from Mr. James J. Laski, City Clerk, under the date of February 5, 2002 transmitting a correction to the *Journal of the Proceedings of the City Council of the City of Chicago* of January 16, 2002, which was *Referred to the Committee on Committees, Rules and Ethics.*

REPORTS OF COMMITTEES.

COMMITTEE ON FINANCE.

**AUTHORIZATION FOR ISSUANCE OF CITY OF CHICAGO
CHICAGO O'HARE INTERNATIONAL AIRPORT GENERAL
AIRPORT THIRD LIEN REVENUE BONDS.**

The Committee on Finance submitted the following report:

CHICAGO, February 6, 2002.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the issuance of City of Chicago Chicago O'Hare International Airport General Airport Third Lien Revenue Bonds, in an amount not to exceed \$550,000,000, 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, Hairston, Beavers, Stroger, Beale, Pope, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Hansen, Levar, Shiller, Schuler, M. Smith, Moore -- 48.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago (the "City") is a duly constituted and existing municipality within the meaning of Section 1 of Article VII of the 1970 Constitution of the State of Illinois (the "Constitution") having a population in excess of twenty-five thousand (25,000) and is a home rule unit of local government under Section 6(a) of Article VII of the Constitution; and

WHEREAS, The City owns and operates an airport known as Chicago O'Hare International Airport (the "Airport"); and

WHEREAS, The City has heretofore issued various series of Chicago O'Hare International Airport General Airport Revenue Bonds that are currently outstanding ("Outstanding Senior Lien Bonds"); and

WHEREAS, The City has heretofore issued various series of Chicago O'Hare International Airport General Airport Second Lien Revenue Bonds that are currently outstanding ("Outstanding Second Lien Bonds"); and

WHEREAS, The City has heretofore established a commercial paper program providing for the issuance from time to time of commercial paper for Airport purposes ("Commercial Paper"); and

WHEREAS, The City has heretofore issued various series of special facility revenue bonds to finance facilities and improvements at the Airport, including but not limited to the Chicago O'Hare International Airport International Terminal Special Revenue Bonds, Series 1992 (collectively, "Special Facility Revenue Bonds"); and

WHEREAS, The Outstanding Senior Lien Bonds, the Outstanding Second Lien Bonds, any Commercial Paper currently or later outstanding and any currently outstanding Special Facility Revenue Bonds are referred to collectively herein as the "Outstanding Airport Obligations"; and

WHEREAS, It is necessary and desirable at this time to authorize the issuance of Chicago O'Hare International Airport General Airport Third Lien Revenue Bonds (the "Bonds") in one (1) or more series from time to time to pay and retire Outstanding Airport Obligations and for the other purposes described herein; now, therefore,

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

Part I.

Authorization; Findings And Determinations.

SECTION 1.1 Authorization. This ordinance is adopted pursuant to Section 6(a) of Article VII of the Constitution. This ordinance authorizes the issuance of the Bonds and other matters as follows: (i) Part II authorizes the issuance, from time to time, of Bonds in one (1) or more series at one (1) or more times, in such principal amounts and with such terms and provisions as are set forth therein and in the Master Indenture and related Supplemental Indentures therein approved; (ii) Part III authorizes the execution and delivery of one (1) or more Airport Use Agreement Amendments (as therein defined) by and between the City and each of the Airline Parties (as therein defined) and certain other matters; (iii) Part IV amends the Municipal Code of Chicago; and (iv) Part V contains certain general provisions applicable to all parts of this ordinance.

SECTION 1.2 Finding And Determinations. The City hereby finds and determines as follows:

(a) that the issuance of the Bonds and the refunding of Outstanding Airport Obligations will result in debt service savings or provide other benefits to the City;

(b) that the City's ability to issue Bonds from time to time without further action by this City Council at various times, in various principal amounts and with various interest rates and interest rate mechanisms, maturities, redemption provisions and other terms will enhance the City's opportunities to obtain financing for the Airport upon the most favorable terms available; and

(c) that the delegations of authority that are contained in this ordinance, including the authority to make the specific determinations described in clause (b) above, are necessary and desirable because this City Council cannot itself as advantageously, expeditiously or conveniently exercise such authority and make such specific determinations. Thus, authority is granted to the Mayor or the Chief Financial Officer to determine to sell one (1) or more series of Bonds at one (1) or more times, as and to the extent such officers determine that such sale or sales

is desirable and in the best financial interest of the City and the Airport.

SECTION 1.3 Forms Of Documents. There have been presented to this City Council forms of the following documents:

(a) form of Master Indenture of Trust Securing Chicago O'Hare International Airport Third Lien Obligations between the City and a bank or trust company located in the City of Chicago designated as herein provided (Exhibit A); and

(b) form of First Supplemental Indenture Securing Chicago O'Hare International Airport General Airport Third Lien Revenue Bonds, 2002 Series A (Exhibit B).

Part II.

Authorization Of Bonds.

SECTION 2.1 Authority For Part II. This Part II is authorized pursuant to Section 705 of the General Airport Revenue Bond Ordinance (as hereinafter defined) and the Master Indenture (as hereinafter defined).

SECTION 2.2 Definitions. (a) Except as provided in this section, all defined terms contained in this Part II shall have the same meanings, respectively, as such defined terms are given in the Master Indenture.

(b) As used in this Part II, unless the context shall otherwise require, the following words and terms shall have the following respective meanings:

"Bank" means a bank that has issued a letter of credit pursuant to a reimbursement agreement to secure a series of Bonds.

"Bank Notes" means Third Lien Obligations evidencing the obligations of the City to a Bank under a reimbursement agreement.

"First Supplemental Indenture" means the First Supplemental Indenture Securing Chicago O'Hare International Airport General Airport Third Lien Revenue Bonds from the City to the master trustee relating to the initial series of Bonds.

"General Airport Revenue Bond Ordinance" means the ordinance adopted by the City Council of the City on March 31, 1983 entitled "An Ordinance Authorizing The Issuance By The City Of Chicago Of Its Chicago O'Hare International Airport General Airport Revenue Bonds, And Providing For The Payment And Security For

The Bonds", as previously or later supplemented and amended from time to time by supplemental ordinances adopted and effective in accordance with its provisions.

"Letter of Credit" means a letter of credit delivered by a Bank to secure the payment of the principal or purchase price of and interest on a series of Bonds.

"Master Indenture" means the Master Indenture of Trust Securing Chicago O'Hare International Airport Third Lien Obligations between the City and the master trustee, and as the same may from time to time be amended or supplemented by supplemental indentures executed and delivered in accordance with the provisions thereof.

"Master Trustee" means the Bank or trust company designated pursuant to Section 2.7 of this Part II.

"Reimbursement Agreement" means an agreement between the City and a Bank pursuant to which a Letter of Credit is issued with respect to a series of Bonds.

"Remarketing Agreement" means an agreement between the City and a remarketing agent pursuant to which the remarketing agent under certain circumstances will remarket Bonds.

"Supplemental Indenture" means a supplemental indenture authorizing a series of Bonds, substantially in the form of the First Supplemental Indenture.

SECTION 2.3 Authorization Of Bonds. (a) The Bonds are hereby authorized to be issued in an aggregate principal amount not to exceed Five Hundred Fifty Million Dollars (\$550,000,000) for the purposes described in Section 2.4 of this Part II. The Bonds are authorized to be issued pursuant to the Master Indenture and one (1) or more Supplemental Indentures. The Bonds may be issued bearing interest at a fixed interest rate or rates or at a variable interest rate or rates as more fully set forth in the related Supplemental Indenture, including but not limited to variable interest rates that are reset weekly by the Remarketing Agent and variable interest rates commonly referred to as "flexible" or "commercial paper" rates, in which specified bonds of a series bear interest at rates that differ from the rates borne by other bonds of the series and have different accrual and mandatory tender and purchase provisions, and may be secured as to principal, purchase price and interest by one (1) or more Letters of Credit. Any Bonds that initially bear interest at a variable rate may thereafter bear such other interest rate or rates as may be established in accordance with the provisions of the related Supplemental Indenture. Any limitation on the amount of Bonds authorized to be issued hereunder shall be exclusive of any original issue discount or premium.

(b) The Bonds shall mature not later than January 1, 2035, and shall bear

interest from their date, or from the most recent date to which interest has been paid or duly provided for, until the City's obligation with respect to the payment of the principal amount thereof shall be discharged, payable as provided in the related Supplemental Indenture at a rate or rates not in excess of the lesser of fifteen percent (15%) per annum, or, so long as such Bonds are secured by a Letter of Credit, the maximum interest rate with respect to such Bonds used for purposes of calculating the stated amount of such Letter of Credit. Each series of Bonds may be subject to mandatory and optional redemption (including mandatory redemption pursuant to the application of Sinking Fund Payments) and demand purchase or mandatory purchase provisions prior to maturity, upon the terms and conditions set forth in the Master Indenture and the related Supplemental Indenture.

(c) The Bonds shall be entitled "Chicago O'Hare International Airport General Airport Third Lien Revenue Bonds" and may be issued in one (1) or more separate series, appropriately designated to indicate the year and order of their issuance. Each Bond shall be issued in fully registered form and in the denominations set forth in the related Supplemental Indenture; and shall be dated and numbered and further designated and identified as provided in the Master Indenture and the related Supplemental Indenture.

(d) Principal of and premium, if any, on the Bonds shall be payable at the principal corporate trust office of the Master Trustee or any Paying Agent as provided in the Master Indenture and related Supplemental Indenture. Payment of interest on the Bonds shall be made to the registered owner thereof and shall be paid by check or draft of the Master Trustee mailed to the registered owner at his or her address as it appears on the registration books of the City kept by the Master Trustee or at such other address as is furnished to the Master Trustee in writing by such registered owner, or by wire transfer as further provided in the Master Indenture and related Supplemental Indenture.

(e) Subject to the limitations set forth in this section, authority is hereby delegated to either the Mayor or the Chief Financial Officer to determine the aggregate principal amount of Bonds to be issued, the date thereof, the maturities thereof, any provisions for optional or mandatory purchase, any provisions for optional redemption thereof (which optional redemption shall be at Redemption Prices not exceeding one hundred three percent (103%) of the principal amount of the Bonds to be so redeemed), the schedule of Sinking Fund Payments, if any, to be applied to the mandatory redemption thereof (which mandatory redemption shall be at a redemption price equal to the principal amount of each Bond to be redeemed, without premium, plus accrued interest), the rate or rates of interest payable thereon or method for determining such rate or rates and the first interest payment date thereof.

SECTION 2.4 Purposes. Pursuant to Section 203 of the Master Indenture, the Bonds may be issued for any or all of the following purposes, as determined by the

Chief Financial Officer at the time of the sale of the Bonds:

(a) the payment and retirement at or prior to maturity of all or any portion of the Outstanding Airport Obligations;

(b) the financing or refinancing of costs described in the Airport Capital Improvement Program and the World Gateway Program (as described in the City of Chicago 2001 -- 2005 Capital Improvement Program) as well as the financing or refinancing of costs related to (i) land acquisition at or for the Airport, (ii) the acquisition of any leasehold interest of any airline or tenant at the Airport or the acquisition of any contractual right of any airline under any airport use agreement or special facility arrangement with respect to the Airport, whether by purchase, condemnation, settlement or otherwise, and (iii) safety and security projects at the Airport and any improvement or cost at the Airport required by law, regulation or action of any state or federal agency;

(c) the funding of deposits into a program fee account, a debt service reserve account, a capitalized interest account and such other accounts and subaccounts as may be provided for in the Master Indenture and the Supplemental Indenture relating to such series; and

(d) the payment of Costs of Issuance of the Bonds.

The proceeds of each series of Bonds shall be applied for the purposes set forth above in the manner and in the amounts specified in a Certificate of an Authorized Officer (as defined in the Master Indenture) delivered in connection with the issuance of such series pursuant to the Master Indenture and the related Supplemental Indenture.

SECTION. 2.5 Pledge Of Third Lien Revenues. The Bonds, together with interest thereon, shall be limited obligations of the City secured by a pledge of the Third Lien Revenues and by other specified sources pledged under the Master Indenture and the related Supplemental Indenture, and shall be valid claims of the registered owners thereof only against the funds and assets and other money held by the Master Trustee with respect thereto and against such Third Lien Revenues. The Bonds and the obligation to pay interest thereon do not now and shall never constitute an indebtedness or a loan of credit of the City, or a charge against its general credit or taxing powers, within the meaning of any constitutional or statutory limitation of the State of Illinois.

SECTION 2.6 Approval Of Reimbursement Agreement; Authorization Of Bank Notes. The Mayor or the Chief Financial Officer is hereby authorized, with respect to each applicable series of Bonds, to execute and deliver a Reimbursement Agreement in substantially the form previously used for similar financings of the City with appropriate revisions in text as the Chief Financial Officer shall determine

are necessary or desirable in connection with the sale of the Bonds, and the City Clerk is hereby authorized to attest the same and affix thereto the corporate seal of the City or a facsimile thereof, the execution and delivery thereof to constitute conclusive evidence of this City Council's approval of any and all changes or revisions therein. The Mayor or the Chief Financial Officer is hereby further authorized to execute and deliver a Bank Note pursuant to each Reimbursement Agreement in substantially the form previously used for similar financings of the City with appropriate revisions to reflect the terms and provisions of the related Reimbursement Agreement, and the City Clerk is hereby authorized to attest the same and affix thereto the corporate seal of the City or a facsimile thereof, the execution and delivery thereof to constitute conclusive evidence of this City Council's approval of any and all changes or revisions therein. The interest rate payable on any Bank Note shall not exceed eighteen percent (18%) per annum and the maturity thereof shall not be greater than the longest maturity of the related series of Bonds plus five (5) years. The maximum annual fee payable to any Bank under a Reimbursement Agreement shall not exceed zero and seventy-five hundredths percent (0.75%) of the outstanding principal amount of the related series of Bonds. The obligations of the City under each Reimbursement Agreement and under each Bank Note do not now and shall never constitute an indebtedness or a loan of credit of the City, or a charge against its general credit or taxing powers, within the meaning of any constitutional or statutory limitation of the State of Illinois. Such obligations shall be limited obligations of the City secured by a pledge of the Third Lien Revenues and by the other specified sources pledged under the Master Indenture and the related Supplemental Indenture, and shall be valid claims only against the funds and assets and other money held by the Master Trustee with respect thereto and against such Third Lien Revenues.

SECTION 2.7 Approval Of Master Indenture; Designation Of Master Trustee. The form of Master Indenture presented to this meeting and attached hereto as Exhibit A is hereby approved in all respects. The Mayor or the Chief Financial Officer is hereby authorized to execute and deliver the Master Indenture in substantially the form of the Master Indenture for and on behalf of the city, and the City Clerk is hereby authorized to attest the same and affix the corporate seal of the City or a facsimile thereof. The Master Indenture as executed and delivered by the City may contain such changes or revisions as shall be approved by the Mayor or the Chief Financial Officer, the execution and delivery thereof to constitute conclusive evidence of this City Council's approval of any and all changes or revisions therein. Among the changes and revisions that may be made to the form of Master Indenture presented to this meeting is a covenant on the part of the City not to issue any additional First Lien Bonds and/or Second Lien Bonds on or after the issuance of Bonds as authorized in the ordinance, which covenant may include specific exceptions and limitations, all as determined at the time of the execution and delivery of the Master Indenture. The Chief Financial Officer is hereby authorized to designate a bank or trust company having an office in Chicago, Illinois to serve as Master Trustee under the Master Indenture.

SECTION 2.8 Approval Of Supplemental Indentures. The form of First Supplemental Indenture presented to this meeting and attached hereto as Exhibit B is hereby approved in all respects. The Mayor or the Chief Financial officer is hereby authorized, with respect to each series of Bonds, to execute and deliver a Supplemental Indenture in substantially the form of the First Supplemental Indenture for and on behalf of the City, and the City Clerk is hereby authorized to attest the same and to affix thereto the corporate seal of the City or a facsimile thereof. Each such Supplemental Indenture shall be substantially in the form of the First Supplemental Indenture presented to this meeting and may contain such changes or revisions as shall be approved by the Mayor or the Chief Financial Officer, the execution and delivery thereof to constitute conclusive evidence of this City Council's approval of any and all changes or revisions therein. The Mayor or the Chief Financial officer is hereby also authorized to enter into a Supplemental Indenture that includes a covenant on the part of the City not to issue any additional First Lien Bonds, which covenant may include specific exceptions and limitations, all as determined at the time of the execution and delivery of the Supplemental Indenture.

SECTION 2.9 Debt Service Reserve Account Surety Bonds. The Chief Financial Officer is hereby authorized to arrange for the provision of one (1) or more Debt Service Reserve Account Surety Bonds as security for all or a portion of the Bonds if the Chief Financial officer determines that it would be in the best financial interest of the City.

SECTION 2.10 Interest Rate Swap And Cap Agreements. If determined by the Chief Financial Officer to be in the best financial interest of the City, the Chief Financial Officer is authorized to execute and deliver from time to time in the name and on behalf of the City one (1) or more agreements with counterparties selected by the Chief Financial Officer, the purpose of which is to limit, reduce or manage the City's interest rate exposure with respect to any Bonds; provided, however, that (a) the stated aggregate notional amount under all such agreements (net of offsetting transactions) at any one time shall not exceed the aggregate principal amount of such Bonds at the time outstanding or expected to be outstanding, (b) any such agreement to the extent practicable shall be in substantially the form of either the Local Currency-Single Jurisdiction version or the Multi-Currency Cross Border version of the 1992 I.S.D.A. Master Agreement, including any necessary schedules and annexes, or any successor form to either published by the I.S.D.A., and in appropriate confirmations of transactions governed by that agreement, with such insertions, completions and modifications thereof as shall be approved by the Chief Financial Officer, his or her execution to constitute conclusive evidence of this City Council's approval of such insertions, completions and modifications, (c) any and all amounts payable by the City under each such agreement shall constitute limited obligations of the City payable solely from Third Lien Revenues (as defined in the Master Indenture) as provided in the Master Indenture, and (d) under no circumstances shall any amounts payable by the City under, or with respect to, any such agreement constitute an indebtedness of the City for which its full faith and

credit is pledged. Any such agreement may be entered into with respect to outstanding Bonds or Bonds anticipated to be issued within the next twelve (12) month period.

SECTION 2.11 Approval Of Form Of Remarketing Agreement. The Mayor or the Chief Financial Officer is hereby authorized to execute and deliver a Remarketing Agreement relating to each series of Bonds in substantially the form previously used for similar financings of the City with appropriate changes and revisions in text as the Mayor or the Chief Financial officer shall determine are necessary or desirable, and the City Clerk is hereby authorized to attest the same and to affix thereto the corporate seal of the City or a facsimile thereof. The execution and delivery of each such Remarketing Agreement shall constitute conclusive evidence of this City Council's approval of any and all such changes and revisions.

SECTION 2.12 Appointment Of Remarketing Agent. The Mayor or the Chief Financial Officer is hereby delegated the authority to appoint a Remarketing Agent with respect to each series of Bonds, in the manner provided in the Master Indenture and the related Supplemental Indenture.

SECTION 2.13 Sale Of Bonds.

(a) Subject to the limitations contained in this Ordinance, authority is hereby delegated to the Mayor or the Chief Financial Officer to sell the Bonds in one (1) or more series from time to time to underwriters selected by the Chief Financial officer pursuant to one (1) or more Contracts of Purchase with respect to the Bonds between the City and such underwriters; provided that the aggregate purchase price of each series of Bonds shall not be less than ninety-eight percent (98%) of the principal amount thereof to be issued (less any original issue discount which may be used in the marketing thereof) plus accrued interest thereon from their date to the date of delivery thereof and payment thereof. Any Bonds authorized to be issued pursuant to this Ordinance may be sold with a delayed delivery date (not beyond March 1, 2004), if determined by the Chief Financial officer to be beneficial to the City. In addition, a portion of the Bonds may be issued as bonds the interest on which will be includable in the gross income of the owners thereof for federal income tax purposes under the Code if determined by the Chief Financial Officer to be beneficial to the City.

(b) The Mayor or the Chief Financial Officer, with the concurrence of the Chairman of the Committee on Finance of the City Council, is hereby authorized and directed to execute and deliver one (1) or more Contracts of Purchase relating to the Bonds in substantially the form of the Contracts of Purchase used in connection with the previous sale of bonds by the City, together with such changes thereto and modifications thereof as shall be approved by the Mayor or the Chief Financial Officer, as the case may be, subject to the limitations contained in this Ordinance, the execution and delivery thereof to constitute

conclusive evidence of this City Council's approval of such changes and modifications.

(c) To evidence the exercise of the authority delegated to the Mayor or the Chief Financial Officer by this ordinance, the Mayor or the Chief Financial Officer, as the case may be, is hereby directed to execute and file with the City Clerk in connection with the sale of Bonds a certificate setting forth the determinations made pursuant to the authority granted herein, which certificate shall constitute conclusive evidence of the proper exercise by them of such authority. Upon the filing of such certificate, the Mayor or Chief Financial Officer shall also file with the City Clerk one (1) copy of each Official Statement and executed Contract of Purchase in connection with the Bonds. Each filing shall be made as soon as practicable subsequent to the delivery of the related Bonds. The City Clerk shall direct copies of such filings to the City Council.

(d) The Chief Financial Officer is hereby authorized to cause to be prepared the form or forms of Preliminary Official Statement describing the Bonds. Each Preliminary Official Statement shall be in substantially the form of the Official Statements used in connection with previous sales of airport revenue bonds by the City, together with such changes thereto and modifications thereof as shall be approved by the Chief Financial Officer. The distribution of each Preliminary Official Statement to prospective purchasers and the use thereof by the underwriters in connection with the offering of the Bonds are hereby authorized and approved. The Mayor or the Chief Financial officer is hereby authorized to permit the distribution of a final Official Statement, in substantially the form of each Preliminary Official Statement, with such changes, omissions, insertions and revisions thereto and completions thereof as the Mayor or the Chief Financial officer shall deem advisable, and the Mayor or the Chief Financial Officer is authorized to execute and deliver each such final Official Statement to the underwriters in the name and on behalf of the City, the execution of such final official statement to constitute conclusive evidence of this City Council's approval of such changes and completions.

(e) If determined by the Chief Financial Officer to be in the best financial interest of the City, the Chief Financial Officer is authorized to procure one (1) or more municipal bond insurance policies covering all or a portion of the Bonds, and in connection therewith to execute and deliver all necessary documents and instruments.

(f) The Chief Financial Officer is hereby authorized to execute and deliver one (1) or more Continuing Disclosure Undertakings (each, a "Continuing Disclosure Undertaking") evidencing the City's agreement with respect to a series of Bonds to comply with the requirements of Section (b)(5) of Rule 15c2-12 ("Rule 15c2-12") adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, in a form approved by the Corporation Counsel. Upon its execution and delivery on behalf of the City as herein provided, each Continuing

Disclosure Undertaking will be binding on the City, and the officers, employees and agents of the City are hereby authorized to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of such Continuing Disclosure Undertaking as executed. The Chief Financial Officer is hereby further authorized to amend each Continuing Disclosure Undertaking in accordance with its terms from time to time following its execution and delivery as said officer shall deem necessary. Notwithstanding any other provision of this ordinance, the sole remedies for any failure by the City to comply with any such Continuing Disclosure Undertaking shall be the ability of the beneficial owner of any Bonds to which such Continuing Disclosure Undertaking relates to seek mandamus or specific performance by court order to cause the City to comply with its obligations under each applicable Continuing Disclosure Undertaking.

SECTION 2.14 Execution And Delivery Of Bonds. Pursuant to the Master Indenture the Mayor shall execute the Bonds on behalf of the City, by manual or facsimile signature, and the corporate seal of the City or a facsimile thereof shall be affixed, imprinted, engraved or otherwise reproduced on the Bonds and they shall be attested by the manual or facsimile signature of the City Clerk. The Bonds shall, upon such execution on behalf of the City, be delivered to the Master Trustee for authentication and thereupon shall be authenticated by the Master Trustee and shall be delivered pursuant to written order of the City authorizing and directing the delivery of the Bonds to or upon the order of the underwriters pursuant to the applicable Contract of Purchase.

SECTION 2.15 Debt Service Reserve Fund Excess. If, as a result of the issuance of the Bonds, (a) the amount held to the credit of the Debt Service Reserve Fund (or any Account therein) exceeds the amount required to be held therein under the General Airport Revenue Bond Ordinance, or (b) the amount held to the credit of any Reserve Account created under any Second Lien Supplemental Indenture exceeds the amount required to be held therein under such Second Lien Supplemental Indenture, such excess may be applied as directed by the Chief Financial Officer consistent with the provisions and requirements of the General Airport Revenue Bond Ordinance and such Second Lien Supplemental Indenture, as applicable. Such application may include a transfer for the purpose of paying the cost of, or reimbursing the City for the payment of the cost of, Capital Projects (as defined in the General Airport Revenue Bond Ordinance).

SECTION 2.16 Tax Covenant. The City covenants to take any action required by the provisions of Section 148(f) of the Code in order to assure compliance with Section 713 of the General Airport Revenue Bond Ordinance, Section 413 of the Second Lien Indenture or Section 412 of the Master Indenture.

SECTION 2.17 Restriction On Sale Or Transfer Of Airport. Reference is hereby made to the Master Indenture which sets forth certain restrictions and limitations on the direct or indirect sale, transfer or other disposition of the Airport.

SECTION 2.18 Public Hearing. The Mayor is hereby authorized and directed to cause the publication of notice for and the holding of any public hearing required under Section 147(f) of the Code in connection with the proposed issuance of the Bonds. The City Council hereby directs that no Bonds shall be issued unless and until the requirements of said Section 147(f), if applicable, including particularly the approval requirement following such public hearing, have been fully satisfied and that no contract, agreement or commitment to issue Bonds shall be executed or undertaken prior to satisfaction of the requirements of said Section 147(f), if applicable, unless the performance of said contract, agreement or commitment is expressly conditioned upon the prior satisfaction of such requirements. All such actions taken prior to the enactment of this ordinance are hereby ratified and confirmed.

SECTION 2.19 Performance Provisions. The Mayor, the Chief Financial Officer, the Commissioner of the Department of Aviation (the "Commissioner") and the City Clerk for and on behalf of the City shall be, and each of them hereby is, authorized and directed to do any and all things necessary to effect the performance of all obligations of the City under and pursuant to this Ordinance, the General Airport Revenue Bond Ordinance, the Second Lien Indenture and the Master Indenture and the performance of all other acts of whatever nature necessary to effect and carry out the authority conferred by this Ordinance, the General Airport Revenue Bond Ordinance, the Second Lien Indenture and the Master Indenture, including but not limited to, the exercise or performance following the delivery date of any of the Bonds of any power, authority or duty delegated to the City or such official of the City under this Ordinance with respect to the Bonds upon the initial issuance thereof or any other documents authorized hereunder, but subject to any limitations on or restrictions of such power or authority as herein set forth. The Mayor, the Chief Financial Officer, the Commissioner, the City Clerk and other officers, agents and employees of the City are hereby further authorized, empowered and directed for and on behalf of the City, to execute and deliver all papers, documents, certificates and other instruments that may be required to carry out the authority conferred by this ordinance, the General Airport Revenue Bond Ordinance, the Second Lien Indenture and the Indenture or to evidence said authority.

SECTION 2.20 Proxies. The Mayor and the Chief Financial Officer may each designate another to act as their respective proxy and to affix their respective signatures to, in the case of the Mayor, each Bond, whether in temporary or definitive form, and to any other instrument, certificate or document required to be signed by the Mayor or the Chief Financial Officer pursuant to this Ordinance, the General Airport Revenue Bond Ordinance, the Second Lien Indenture and the Master Indenture. In each case, each shall send to the City Council written notice

of the person so designated by each, such notice stating the name of the person so selected and identifying the instruments, certificates and documents which such person shall be authorized to sign as proxy for the Mayor and the Chief Financial Officer, respectively. A written signature of the Mayor or the Chief Financial Officer, respectively, executed by the person so designated underneath, shall be attached to each notice. Each notice, with signatures attached, shall be recorded in the *Journal of the Proceedings of the City Council* and filed with the City Clerk. When the signature of the Mayor is placed on an instrument, certificate or document at the direction of the Mayor in the specified manner, the same, in all respects, shall be as binding on the City as if signed by the Mayor in person. When the signature of the Chief Financial Officer is so affixed to an instrument, certificate or document at the direction of the Chief Financial Officer, the same, in all respects, shall be binding on the City as if signed by the Chief Financial Officer in person.

SECTION 2.21 Escrow Deposit Agreements. To provide for the payment and retirement of Outstanding Airport Obligations, the Mayor or the Chief Financial officer of the City is hereby authorized to execute and deliver for and on behalf of the City one (1) or more Escrow Deposit Agreements in substantially the form of escrow deposit agreements previously used for such purpose by the City, together with such changes thereto and modifications thereof as shall be approved by the Mayor or the Chief Financial Officer, as the case may be, the execution and delivery thereof to constitute conclusive evidence of this City Council's approval of such changes and modifications.

Part III.

Approval Of Airport Use Agreement Amendments And Other Matters.

SECTION 3.1 Approval Of Airport Use Agreement Amendment. The Mayor or the Commissioner is hereby authorized to execute and deliver from time to time for and on behalf of the City one (1) or more amendments to that certain Chicago O'Hare International Airport Amended and Restated Airport Use Agreement and Terminal Facilities Lease dated as of January 1, 1985, as amended (the "Existing Use Agreement") between the City and various airline parties in order to achieve one (1) or more of the following purposes:

(a) to implement a revised method to determine landing fee rates for users of the Airfield Area (as defined in the Existing Use Agreement) so as to permit the issuance of obligations for Airfield Area purposes, the interest on which is not subject to alternative minimum taxes to the extent provided in the Code, including the adoption of such accounting methods and procedures as may be needed to

accomplish such implementation;

(b) in addition to establishing rates and charges prior to January 1 of each year, to authorize the City to revise rates and charges at the Airport not more frequently than three (3) times per year;

(c) to authorize the issuance by the City of Junior Lien Obligations (including the Bonds) for the purposes set forth in Section 8.02(a) of the Existing Use Agreement without the approval of a Majority-in-Interest (as defined in the Existing Use Agreement);

(d) to eliminate the restrictions on the use of short term, interim obligations as contained in Section 8.02(b)(iii) of the Existing Use Agreement;

(e) to require the Airline Parties to provide information to enable the City to comply with Rule 15c2-12; and

(f) to establish one (1) or more "Common Use Gates" (aircraft gates not assigned to a particular airline) at the Airport and to create provisions (1) governing the use of such Common Use Gates, and (2) containing a methodology for allocating cost to such Common Use Gates and determining rates and charges applicable to such Common Use Gates in accordance with the Municipal Code of Chicago.

Nothing set forth in clause (a) above shall preclude the adjustment of the landed weight of aircraft landed by certain non-Airline Parties (as defined in the Existing Use Agreement) based on premium factors determined from time to time by the Commissioner.

SECTION 3.2 Further Authorization Of Commissioner. In furtherance of the World Gateway Program and the Runway Development Program, the Commissioner is authorized to enter into memoranda of understanding or term sheets with various parties; provided, however, that such memoranda of understanding or term sheets may not contain provisions that become effective before an agreement embodying such terms is approved by the City Council and is effective.

SECTION 3.3 Further Authorization Of Chief Financial Officer. The Chief Financial Officer is authorized to deliver to the Trustee under the General Airport Revenue Bond Ordinance (as defined in Part II) a certificate directing the Trustee to deposit into the Maintenance Reserve Fund from the Revenue Fund under the General Airport Revenue Bond Ordinance incremental amounts as may be specified in such certificate so as to increase the amount on deposit in the Maintenance Reserve Fund on or before December 31, 2006, to an amount not exceeding Five

Million Dollars (\$5,000,000). On and after January 1, 2007, the amount required to be on deposit shall be adjusted annually to reflect the Consumer Price Index. Any certificate delivered by the Chief Financial Officer hereunder may be amended from time to time.

Part IV.

Amendment Of Municipal Code Of Chicago.

SECTION 4.1 Common Use Gate Charges. A new Section 10-36-190(i) is hereby added to the Municipal Code of Chicago as follows:

"(i) A charge ('Common Use Gate Charge') for the use of any gate designated by the commissioner of aviation as a Common Use Gate for common, non-exclusive use of airlines shall be paid by each airline which uses such Common Use Gate. The commissioner of aviation is hereby authorized to set, in compliance with all applicable federal laws, rules, regulations and orders, the Common Use Gate Charge from time to time applicable to each Common Use Gate calculated in a manner designed to achieve cost-recovery plus, if determined by the commissioner of aviation to be in the best interests of the City, a premium not to exceed 35%. The Common Use Gate Charge shall be published in the Rules and Regulations for Chicago O'Hare International Airport."

Part V.

Miscellaneous.

SECTION 5.1 Severability. It is the intention of this City Council that, if any article, section, paragraph, clause or provision of this ordinance shall be ruled by any court of competent jurisdiction to be invalid, the invalidity of such article, section, paragraph, clause or provision shall not affect any of the remaining provisions hereof.

SECTION 5.2 Prior Inconsistent Ordinances. If any provision of this ordinance is in conflict with or inconsistent with any ordinances (except the General Airport Revenue Bond Ordinance) or resolutions or parts of ordinances or resolutions or the proceedings of the City in effect as of the date hereof, the provisions of this Ordinance shall supersede any conflicting or inconsistent provision to the extent of

such conflict or inconsistency. No provision of the Municipal Code or violation of any provision of the Municipal Code shall be deemed to impair the validity of this ordinance or the instruments authorized by this ordinance, or to impair the security for or payment of the instruments authorized by this ordinance; provided, further, however, that the foregoing shall not be deemed to affect the availability of any other remedy or penalty for any violation of any provision of the Municipal Code.

SECTION 5.3 Effective Date. This ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor of the City.

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

Exhibit "A".
(To Ordinance)

Master Indenture Of Trust

Between

City Of Chicago

And

As Trustee

Securing

Chicago O'Hare International Airport
Third Lien Obligations

Dated As Of _____1, 2002.

This master indenture of trust, dated as of _____ 1, 2002, between the City of Chicago (the "City"), a municipal corporation and home rule unit of local government duly organized and existing under the laws of the State of Illinois, and

_____, as Trustee (the "Trustee"), a _____ duly organized, existing and authorized to accept and execute trust of the character set out below under the laws of the _____, with its principal corporate trust office located at _____;

Witnesseth:

Whereas, The City is a home rule unit of local government, duly organized and existing under the laws of the State of Illinois, and in accordance with the provisions of Section 6(a) of Article VII of the 1970 Constitution of the State of Illinois is authorized to own and operate commercial and general aviation facilities; and

Whereas, The City currently owns and operates an airport known as Chicago O'Hare International Airport (the "Airport" as defined more specifically below); and

Whereas, The City has determined to improve and expand the Airport and has previously issued its First Lien Bonds (as defined below) and its Second Lien Obligations (as defined below) pursuant to the General Airport Revenue Bond Ordinance (as defined below) and the Second Lien Indenture (as defined below) to pay the cost of improvement to, and expansions of, the Airport, including the funding of necessary reserves; and

Whereas, Pursuant to Section 705 of the General Airport Revenue Bond Ordinance, the City is authorized to issue, from time to time, its Junior Lien Obligations (as defined below) to pay the cost of improvement to, and expansions of, the Airport, including the funding of necessary reserves; and

Whereas, Pursuant to that authorization the City has previously established a Commercial Paper Program and has issued its CP Notes (as defined below) in accordance with the CP Indenture (as defined below); and

Whereas, The City desires to authorize the issuance from time to time pursuant to the provisions of this Indenture of additional Junior Lien Obligations (the "Third Lien Obligations" as more specifically defined below), each series of such Third Lien Obligations to be created by a Supplemental Indenture (as defined below); and

Whereas, The execution and delivery of this Indenture has been, and before each series of Third Lien Obligations is issued, the execution and delivery of the related Supplemental Indenture and the issuance of that series will be, duly and validly authorized by an ordinance duly adopted by the City Council of the City.

Now, Therefore, This Master Indenture of Trust provides:

That the City, in consideration of the premises, the acceptance by the Trustee of the trusts created by this Indenture, the purchase and acceptance of the Third Lien Obligations by their purchasers, One Dollar (\$1.00) duly paid to the City by the Trustee at or before the execution and delivery of these instruments and of other good and valuable considerations, the receipt of which is acknowledged, and in order to secure the payment of the principal of, premium, if any, and interest on all Third Lien Obligations Outstanding from time to time, according to their tenor and effect, and to secure the observance and performance by the City of all the covenants expressed or implied in this Indenture and in the Third Lien Obligations, pledges and assigns to the Trustee and its successors and assigns forever:

Granting Clause First.

All right, title and interest of the City in and to the Junior Lien Revenues (as defined below) but the pledge and assignment of the Junior Lien Revenues made in this Indenture are on a subordinate basis to (a) the pledge and assignment of Junior Lien Revenues previously made by the City to secure the Second Lien Obligations, and (b) any pledge and assignment of Junior Lien Revenues made in connection with Second Lien-Related Obligations as provided in Section 210;

Granting Clause Second.

All right, title and interest of the City in and to the Third Lien Revenues (as defined below);

Granting Clause Third.

Any and all other property of any nature from time to time by delivery or by writing of any kind later pledged or assigned as and for additional security under this Indenture, by the City or by anyone on its behalf or with its written consent, to the Trustee, which is authorized to receive any and all such property at any time and at all times and to hold and apply it subject to the terms of this Indenture;

To Have And To Hold all and singular the Trust Estate, whether now owned or later acquired, to the Trustee and its respective successors in those trusts and assigns forever;

In Trust Nevertheless, upon the terms and trusts in this Indenture set forth for the equal and proportionate benefit, security and protection of all present and future owners of the Third Lien Obligations from time to time secured by this Indenture without privilege, priority or distinction as to the lien or otherwise of any of the Third Lien Obligations over any of the other Third Lien Obligations;

But, if the City, or any of its successors or assigns, pays or causes to be paid the principal of all of the Third Lien Obligations and the interest and premium, if any, due or to become due on them, at the times and in the manner mentioned in the Third Lien Obligations according to their intent and meaning, or provides, as permitted by Section 1101, for their payment, and keeps, performs and observes all the covenants and conditions that the City pursuant to the terms of this Indenture is to keep, perform and observe, and pays or causes to be paid to the Trustee all sums of money due or to become due in accordance with the terms and provisions of this Indenture to the extent provided in this Indenture, then this Indenture and the rights granted in it will cease, determine and be void; otherwise this Indenture is and remains in full force and effect.

This Indenture Of Trust Further Provides, and it is expressly declared, that all Third Lien Obligations issued under this Indenture or incurred pursuant to Section 208 and Section 209 of this Indenture and secured by it, are to be issued and secured, and the Third Lien Revenues and other monies pledged and assigned by it are to be dealt with and disposed of, under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses and purposes as expressed below, and the City agrees and covenants with the Trustee and with the respective owners from time to time of the Third Lien Obligations as follows:

Article I.

Definitions And Interpretation.

Section 101. Definitions.

The following terms, for all purposes of this Indenture, and of any indenture that amends or supplements it, and of any certificate, opinion or other document mentioned in this Indenture, have the meanings specified in this section unless the context clearly indicates otherwise:

"Accounts" means the special accounts created and established pursuant to Article III.

"Aggregate First Lien Debt Service" means, as of any particular date of computation and with respect to a particular bond year or other specified twelve (12) month period, an amount of money equal to the aggregate of the amounts of annual first lien debt service with respect to (a) that bond year or other specified twelve (12) month period, and (b) the first lien bonds of all series.

"Aggregate Second Lien Debt Service" means, as of any particular date of computation and with respect to a particular bond year or other specified twelve (12) month period, an amount of money equal to the aggregate amount required by the provisions of all second lien supplemental indentures creating series of Second Lien Obligations and all instruments creating second lien section 208 obligations to be deposited from second lien revenues in all sub-funds, accounts and subaccounts created under the second lien supplemental indentures in the bond year or other specified twelve (12) month period.

"Aggregate Third Lien Debt Service" means, as of any particular date of computation and with respect to a particular bond year or other specified twelve (12) month period, an amount of money equal to the aggregate amount required by the provisions of all supplemental indentures creating series of third lien obligations, all instruments creating third lien section 208 obligations and all qualified third lien swap agreements, to be deposited from third lien revenues in all sub-funds, accounts and subaccounts created under the supplemental indentures in the bond year or other specified twelve(12) month period.

"Airport" means Chicago O'Hare International Airport, together with any additions thereto, or improvements or enlargements of it, later made, but any land, rights-of-way or improvements which are now or later owned by or are part of the transportation system operated by the Chicago Transit Authority, or any successor thereto, wherever located within the boundaries of the Airport, are not deemed to be part of the Airport.

"Airport Obligations" means any bonds, notes or other evidences of indebtedness of the City, which bonds, notes or other evidences of indebtedness are payable from revenues.

"Airport Project" means any capital improvement at or related to the Airport or the acquisition of land or any interest in land beyond the then-current boundaries of the Airport, or any cost or expense paid or incurred in connection with or related to the Airport whether or not of a capital nature and whether or not related to facilities at the Airport, including but not limited to, amounts needed to satisfy any judgment and the cost of any noise mitigation programs.

"Annual First Lien Debt Service" means, as of any particular date of computation and with respect to a particular bond year or other specified twelve (12) month period, and first lien bonds of a particular series, an amount of money equal to the sum of (a) all interest payable during that bond year or other specified twelve (12) month period on all first lien bonds of the series outstanding (as defined in the General Airport Revenue Bond Ordinance) on said date of computation and (b) all principal installments payable during that bond year or other specified twelve (12) month period with respect to all first lien bonds of the series outstanding (as defined in the General Airport Revenue Bond Ordinance) on the date of computation, all calculated on the assumption that first lien bonds will, after said date of computation, cease to be outstanding (as defined in the General Airport Revenue Bond Ordinance) by reason, but only by reason, of the payment when due and application in accordance with the General Airport Revenue Bond Ordinance of principal installments payable at or after said date of computation.

"Annual Second Lien Debt Service" means, as of any particular date of computation and with respect to a particular bond year or other specified twelve (12) month period, and second lien obligations of a particular series or consisting of a particular second lien section 208 obligation, an amount of money equal to the sum of (a) all interest payable during that bond year or other specified twelve (12) month period on all second lien obligations of the series or second lien section 208 obligation outstanding (as defined in the second lien indenture) on the date of computation, and (b) all principal installments payable during that bond year or other specified twelve (12) month period with respect to all second lien obligations of the series or second lien section 208 obligation outstanding (as defined in the second lien indenture) on the date of computation, all calculated on the assumption that second lien obligations will, after the date of computation, cease to be outstanding (as defined in the second lien indenture) by reason, but only by reason, of the payment when due and application in accordance with this indenture and the second lien supplemental indenture creating that series or the instrument creating that second lien section 208 obligation of principal installments payable at or after the date of computation.

"Annual Third Lien Debt Service" means, as of any particular date of computation and with respect to a particular bond year or other specified twelve (12) month period, and third lien bonds of a particular series or consisting of a particular third lien section 208 obligation or qualified third lien swap agreement, an amount of money equal to the sum of (a) all interest payable during that bond year or other specified twelve (12) month period on all third lien obligations of the series of third lien section 208 obligation outstanding on the date of computation, (b) all principal installments payable during that bond year or other specified twelve (12) month period with respect to all third lien obligations of the series or third lien section 208 obligation outstanding on the date of computation, and (c) amounts due and payable during that bond year or other specified twelve (12) month period on all qualified third lien swap agreements. Amounts determined pursuant to clauses (a) and (b) above must be calculated on the assumption that

third lien obligations will, after the date of computation, cease to be outstanding by reason, but only by reason, of the payment when due and application in accordance with this indenture and the supplemental indenture creating that series or the instrument creating that third lien section 208 obligation of principal installments payable at or after the date of computation.

"Authorized Officer" means (a) the Mayor, the Chief Financial Officer, the City Treasurer, the Commissioner, the City Comptroller or any other official of the city so designated by a certificate signed by the Mayor and filed with the trustee for so long as that designation is in effect and (b) the City Clerk with respect to the certification of any ordinance or resolution of the City Council or any other document filed in his or her office.

"Balloon Maturities" shall mean, with respect to any series of bonds fifty percent (50%) or more of the principal of which matures on the same date or within a fiscal year, that portion of such series which matures on such date or within such fiscal year. For purposes of this definition, the principal amount maturing on any date shall be reduced by the amount of such bonds scheduled to be amortized by prepayment or redemption prior to their stated maturity date. Commercial paper, bond anticipation notes or variable rate demand obligations shall not be balloon maturities.

"Bond Counsel" means a firm of attorneys having expertise in the field of law relating to municipal, state and public agency financing, selected by the city and satisfactory to the trustee.

"Bond Year" means a twelve (12) month period commencing on January 2 of each calendar year and ending on January 1 of the next succeeding calendar year.

"Capitalized Interest" means any amount included in the proceeds of any series of Airport Obligations for the payment of interest on any Airport Obligations.

"Certificate" means a written instrument, certificate, statement, request or requisition of any person. In the case of the city, each certificate shall be executed by an Authorized Officer. Any certificate and supporting opinions or representations, if any, may, but need not, be combined in a single instrument with any other instrument, opinion or representation, and the two (2) or more so combined must be read and construed so as to form a single instrument. Any certificate may be based, insofar as it relates to legal, accounting or engineering matters, upon the opinion or representation of counsel, accountants or engineers, respectively, unless the officer signing that certificate knows, or in the exercise of

reasonable care should have known, that the opinion or representation with respect to the matters upon which that certificate may be based, as aforesaid, is erroneous. The same person, or the same counsel or accountant, as the case may be, need not certify to all of the matters required to be certified under any provision of this indenture or any supplemental indenture, but different persons, counsel or accountants may certify to different facts, respectively. Every certificate or opinion of counsel, accountants, engineers or other persons provided for in this Indenture must include:

- (a) a statement that the person making that Certificate or opinion or representation has read the pertinent provision of this indenture or the supplemental indenture to which that statement, Certificate, opinion or representation relates;
- (b) a brief statement as to nature and scope of the examination or investigation upon which the statements, opinions or representations are based;
- (c) a statement that, in the opinion of that person, that person has made such examination or investigation as is necessary to enable that person to express an informed opinion with respect to the subject matter referred to in the instrument to which that person's signature is affixed; and
- (d) with respect to any statement relating to compliance with any provision of this indenture, a statement whether or not, in the opinion of that person, that provision has been complied with.

"Chief Financial Officer" means the chief financial officer appointed by the Mayor, or the City Comptroller of the city at any time a vacancy exists in the office of the chief financial officer.

"City" means the City of Chicago, a municipal corporation and home rule unit of local government organized and existing under the laws of the State of Illinois.

"City Council" means the City Council of the City, or any succeeding governing or legislative body of the City.

"Code" means the Internal Revenue Code of 1986, as from time to time supplemented and amended. References to the Code and to sections of the Code shall include relevant final, temporary or proposed regulations as in effect from time to time and, with reference to any series of third lien obligations, as applicable to obligations issued on the date of issuance of that series.

"Commissioner" means the Commissioner of Aviation of the City or any designee of the commissioner or any successor or successors to the duties of any such official.

"Completion Bonds" means any third lien obligations issued in accordance with Section 206(g) for the purpose of defraying additional costs of one (1) or more Airport Projects financed by Airport Obligations.

"Costs of Issuance" means any item of expense payable or reimbursable, directly or indirectly, by the City and related to the authorization, offering, sale, issuance and delivery of third lien obligations, including, but not limited to, travel and other expenses of any officer or employee of the City in connection with the authorization, offering, sale, issuance and delivery of the third lien obligations, printing costs, costs of preparation and reproduction of documents, filing and recording fees, initial fees and charges of any fiduciary, legal fees and disbursements, fees and disbursements of any independent airport consultant and any independent accountant, fees and disbursements of other consultants and professionals, costs of credit ratings, fees and charges for preparation, execution, transportation and safekeeping of third lien obligations, application fees and premiums on municipal bond insurance and credit facility charges and costs and expenses relating to the refunding of first lien bonds, second lien obligations, third lien obligations or other obligations issued to finance or refinance one (1) or more Airport Projects.

"Counsel's Opinion" means a written opinion of Corporation Counsel for the City or other counsel selected by the City. Any counsel's opinion may be based, insofar as it relates to factual matters (information with respect to which is in the possession of the City) upon a certificate or opinion of, or representation by, an officer of the City, unless the counsel knows, or in the exercise of reasonable care should have known, that the Certificate, opinion or representation with respect to the matters upon which the counsel's opinion may be based, as aforesaid, is erroneous.

"CP Indenture" means any trust indenture entered into between the City and a bank or trust company that authorizes and secures CP notes.

"CP Notes" means commercial paper notes of any series to finance or refinance Airport projects.

"Event of Default" means an event of default under Section 901.

"Federal Obligation" means any direct obligation of, or any obligation the full and timely payment of principal of and interest on which is guaranteed by, the United States of America.

"Fiduciary" means the trustee or any paying agent or any or all of them, as may

be appropriate.

"First Lien Bonds" means any of the Bonds of the City authenticated and delivered under and pursuant to Article II of the general airport revenue bond ordinance.

"First Lien Debt Service Fund" means the Debt Service Fund created by Section 501 of the general airport revenue bond ordinance.

"First Lien Debt Service Reserve Fund" means the Debt Service Reserve Fund created by Section 501 of the general airport revenue bond ordinance.

"First Lien Trustee" means BNY Trust Company of Illinois (as successor to Harris Trust and Savings Bank), Chicago, Illinois, as trustee under the General Airport Revenue Bond Ordinance, or its successor as the trustee later appointed in the manner provided in the general airport revenue bond ordinance.

"Fiscal Year" means January 1 through December 31 of any year, or such other fiscal year as the City may adopt for the Airport.

"Funds" means the special funds created and established pursuant to Article III.

"General Airport Revenue Bond Ordinance" means the ordinance adopted by the City Council of the City on March 31, 1983 entitled "An Ordinance Authorizing The Issuance By The City Of Chicago Of Its Chicago O'Hare International Airport General Airport Revenue Bonds, And Providing For The Payment Of And Security For The Bonds", as previously and later supplemented and amended from time to time by supplemental ordinances adopted and effective in accordance with its provisions.

"Government Grants-in-Aid" means those monies granted to the City by the United States of America or any of its agencies, or the State of Illinois, or any of its political subdivisions or agencies, to pay for all or a portion of the cost of one (1) or more Airport Projects and does not include any payments made for services rendered at the Airport.

"Indenture" means this Master Indenture of Trust as originally executed and delivered by the City and the trustee and as it may from time to time be amended or supplemented by supplemental indentures executed and delivered by the City and the trustee in accordance with Article VIII.

"Independent Accountant" means a certified public accountant selected by the City and licensed to practice in the State of Illinois, and who (a) in the case of an individual, is not an officer or employee of the City, (b) is satisfactory to the trustee and (c) may be the accountant that regularly audits the books of the City or the Airport.

"Independent Airport Consultant" means a consultant selected by the City, with expertise in the administration, financing, planning, maintenance and operations of airports and their facilities, and who, in the case of an individual, is not an officer or employee of the City.

"Interest Payment Date" means any payment date on which interest on any third lien obligations is payable.

"Junior Lien Obligations" means any bonds, notes or evidences of indebtedness secured by revenues, including the second lien obligations and the third lien obligations, other than first lien bonds, issued by the City as permitted by Section 705 of the General Airport Revenue Bond Ordinance or comparable resolution, ordinance, indenture or trust agreement adopted or entered into pursuant to Section 204 of this Indenture.

"Junior Lien Obligation Debt Service Fund" means the junior lien obligation debt service fund created by Section 501 of the General Airport Revenue Bond Ordinance or comparable fund established pursuant to a resolution, ordinance, indenture or trust agreement adopted or entered into pursuant to Section 204 of this Indenture.

"Junior Lien Revenues" means all sums, amounts, funds or monies which may be withdrawn from the Junior Lien Obligation Debt Service Fund for the payment of Junior Lien Obligations pursuant to the provisions of the General Airport Revenue Bond Ordinance or comparable resolution, ordinance, indenture or trust agreement adopted or entered into pursuant to Section 204.

"Land Support Area" means the facilities, uses, leases, land and air rights, if any, identified as such in that certain Amended and Restated Airport Use Agreement and Terminal Facilities Lease, dated as of January 1, 1985, as amended, between the City and certain Airline Parties (as therein identified) or any successor to that agreement.

"Operation and Maintenance Expenses" means:

(a) "Operation and Maintenance Expenses" as defined in the General Airport Revenue Bond Ordinance at any time First Lien Bonds are outstanding under the General Airport Revenue Bond Ordinance;

(b) "Operation and Maintenance Expenses" as defined in the second lien master indenture at any time second lien obligations are outstanding under the second lien master indenture, but First Lien Bonds are not outstanding under the General Airport Revenue Bond Ordinance; and

(c) if neither clause (a) or clause (b) applies, "Operation and Maintenance Expenses" means, for any Fiscal Year, the costs incurred by the City in operating and maintaining the Airport (excluding the Land Support Area) during that Fiscal Year, either directly or indirectly, including, without limitation (but exclusive of those expenses as may be capitalized in connection with an Airport Project):

(i) costs and expenses incurred by the City for employees of the City employed at the Airport, or doing work involving the Airport, including, but not limited to, direct salaries and wages (including overtime pay), together with payments or costs incurred for associated payroll expenses, such as union contributions, cash payments to pension funds, retirement funds or unemployment compensation funds, life, health, accident and unemployment insurance premiums, deposits for self-insurance, vacations and holiday pay, and other fringe benefits;

(ii) costs of materials, supplies, machinery and equipment and other similar expenses;

(iii) costs of maintenance, landscaping, decorating, repairs, renewals and alterations not reimbursed by insurance;

(iv) costs of water, electricity, natural gas, telephone service and all other utilities and services whether furnished by the City or purchased by the City and furnished by independent contractors at or for the Airport;

(v) costs of rentals of real property;

(vi) costs of rentals of equipment or other personal property;

(vii) costs of premiums for insurance, including property damage, public liability, burglary, bonds of employees, workers' compensation, disability, automobile and all other insurance covering the Airport or its operations;

(viii) the amount of any judgment or settlement arising as a result of the City's ownership, operation and maintenance of the Airport payable by the City during that Fiscal Year, including, without limitation, the amount of any judgment or settlement arising as a result of claims, actions, proceedings or suits alleging a taking of property or interests in property without just compensation, trespass, nuisance, property damage, personal injury or similar claims, actions, proceedings or suits based upon the environmental impacts, including, without limitation, those resulting from the use of the Airport for the landing and taking off of aircraft;

(ix) costs incurred in collecting and attempting to collect any sums due the City in connection with the operation of the Airport;

- (x) costs of advertising at or for the Airport;
- (xi) compensation paid or credited to persons or firms appointed or engaged, from time to time, to render advice and perform architectural, engineering, construction management, financial, legal, accounting, testing, consulting or other professional services in connection with the Airport;
- (xii) any other cost incurred or allocated to the Airport necessary to comply with any valid rule, regulation, policy or order of any federal, state or local government, agency or court; and
- (xiii) all other direct and indirect expenses, whether similar or dissimilar, which arise out of the City's ownership, operation or maintenance of the Airport, including any taxes payable by the City which may be lawfully imposed upon the Airport.

"Other Available Monies" means for any Fiscal Year the amount of money determined by the chief financial officer to be transferred by the City for that Fiscal Year from sources other than revenues to the revenue fund.

"Outstanding", when used with reference to the third lien obligations, means, as of any date, all third lien obligations before or on that date being issued under this Indenture or incurred pursuant to Section 208 except:

- (a) third lien obligations canceled by the trustee or the owner of a third lien Section 208 obligation, as the case may be, at or before that date or delivered before that date to the trustee or to the City, as the case may be, for cancellation;
- (b) third lien obligations (or portions of third lien obligations) for the payment or redemption of which there are held in trust and set aside for such payment or redemption (whether at, before or after the maturity or redemption date) monies or Federal Obligations the principal of and interest on which when due or payable will provide monies, together with the monies, if any, deposited with the trustee at the same time, in an amount sufficient to pay their principal or redemption price, as the case may be, with interest to the date of maturity or redemption date, and, if those third lien obligations are to be redeemed, for which notice of the redemption has been given as provided in the related supplemental indenture or provisions satisfactory to the trustee have been made for giving the notice;
- (c) third lien obligations for the transfer or exchange of, in lieu of or in substitution for which other third lien obligations have been authenticated and delivered pursuant to this Indenture; and

- (d) third lien obligations deemed to have been paid as provided in Section 1101.

"Owner" means the registered owner of any Bond constituting a part of a series of third lien obligations.

"Payment Agent" means any bank or trust company designated as a paying agent for a series and its successor or successors later appointed in the manner provided in this Indenture.

"Payment Date" means any date on which a principal installment or interest on any series of third lien obligations is payable in accordance with its terms and the terms of this Indenture and the supplemental indenture creating the series or, in the case of third lien section 208 obligations or amounts payable under any qualified third lien swap agreement, in accordance with the terms of the instrument creating the third lien section 208 obligations or the qualified third lien swap agreement.

"Principal Installment" means,

(a) as of any particular date of a computation and with respect to first lien bonds of a particular series, an amount of money equal to the aggregate of (i) the principal amount of Outstanding (as defined in the General Airport Revenue Bond ordinance) first lien bonds of that series which mature on a single future date, reduced by the aggregate principal amount of the Outstanding First Lien Bonds of that series which would at or before that future date be retired by reason of the payment when due and application in accordance with the General Airport Revenue Bond Ordinance of Sinking Fund payments payable at or before that future date for the retirement of the Outstanding First Lien Bonds of that series, plus (ii) the amount of any sinking fund payments payable on that future date for the retirement of any Outstanding First Lien Bonds of that series, and that future date is, for all purposes of this Indenture, deemed to be the date when that principal installment is payable and the date of that principal installment;

(b) as of any particular date of computation and with respect to second lien obligations of a particular series or consisting of a particular second lien section 208 obligation, an amount of money equal to the aggregate of (i) the principal amount of Outstanding second lien obligations of that series or second lien section 208 obligations which mature on a single future date, reduced by the aggregate principal amount of the Outstanding (as defined in the second lien indenture) second lien obligations of that series which would at or before that future date be retired by reason of the payment when due and the application in accordance with the second lien indenture and the second lien supplemental indenture creating the series or the instrument creating the second lien section

208 obligations of sinking fund payments payable at or before that future date for the retirement of the Outstanding second lien obligations of that series, plus (ii) the amount of any sinking fund payments payable on that future date for the retirement of those Outstanding second lien obligations of that series, and that future date is, for all purposes of this Indenture, deemed to be the date when that principal installment is payable and the date of that principal installment, and (c) as of any particular date of computation and with respect to third lien obligations of a particular series or consisting of a particular third lien section 208 obligation, an amount of money equal to the aggregate of (i) the principal amount of Outstanding third lien obligations of that series of third lien section 208 obligations which mature on a single future date, reduced by the aggregate principal amount of the Outstanding third lien obligations of that series which would at or before that future date be retired by reason of the payment when due and the application in accordance with this Indenture and the supplemental indenture creating the series or the instrument creating those third lien section 208 obligations of sinking fund payments payable at or before that future date for the retirement of the Outstanding third lien obligations of that series, plus (ii) the amount of any sinking fund payments payable on that future date for the retirement of the Outstanding third lien obligations of that series, and that future date is for all purposes of this Indenture, deemed to be the date when the principal installment is payable and the date of the principal installment.

“Qualified Collateral” means:

- (a) Federal Obligations;
- (b) direct and general obligations of any State of the United States of America or any political subdivision of the State of Illinois which are rated in one (1) of the two (2) highest rating categories by each rating agency without regard to any refinement of gradation of rating category by numerical modifier or otherwise; and
- (c) public housing bonds issued by public housing authorities and fully secured as to the payment of both principal and interest by a pledge of annual contributions under an annual contributions contract or contracts with the United States of America, or project notes issued by public housing authorities, or project notes issued by local public agencies, in each case fully secured as to the payment of both principal and interest by a requisition or payment agreement with the United States of America.

“Qualified Investments” means:

- (a) Federal Obligations;

(b) pre-refunded municipal obligations meeting the following conditions: (i) the municipal obligations are not subject to redemption prior to maturity, or the trustee therefor has been given irrevocable instructions concerning their calling and redemption and the issuer thereof has covenanted not to redeem such obligations other than as set forth in such instructions; (ii) the municipal obligations are secured by cash and/or Federal Obligations, which Federal Obligations may be applied only to interest, principal and premium payments of such municipal obligations; (iii) the principal of and interest on the Federal Obligations (plus any cash in the escrow fund) are sufficient to meet the liabilities of the municipal obligations; (iv) the Federal Obligations serving as security for the municipal obligations are held by an escrow agent or trustee; (v) the Federal Obligations are not available to satisfy any other claims, including those against the trustee or escrow agent; and (vi) the municipal obligations are rated in the highest rating category by each rating agency without regard to any refinement or gradation of rating category by numerical modifier or otherwise.

(c) deposits in interest-bearing deposits or certificates of deposit or similar arrangements issued by any bank or national banking association, including the trustee, which deposits, to the extent not insured by the Federal Deposit Insurance Corporation, shall be secured by qualified collateral having a current market value (exclusive of accrued interest) at least equal to the amount of such deposits, marked to market monthly, and which qualified collateral shall have been deposited in trust by such bank or national banking association with the trust department of the trustee or with a Federal Reserve Bank or branch or, with the written approval of the City and the trustee, with another bank, trust company or national banking association for the benefit of the City and the appropriate Fund or Account as collateral security for such deposits;

(d) direct and general obligations of any state of the United States of America or any political subdivision of the State of Illinois which are rated in one (1) of the two (2) highest rating categories by each rating agency without regard to any refinement or gradation of rating category by numerical modifier or otherwise;

(e) obligations issued by any of the following agencies: Banks for Cooperatives, Federal Intermediate Credit Banks, Federal Home Loan Banks System, Federal Land Banks, Export Import Bank, Tennessee Valley Authority, Government National Mortgage Association, Farmers Home Administration, United States Postal Service, Fannie Mae, Student Loan Marketing Association, Federal Farm Credit Bureau, Federal Home Loan Mortgage Corporation, Federal Housing Administration, any agency or instrumentality of the United States of America and any corporation controlled and supervised by, and acting as an agency or instrumentality of, the United States of America;

(f) public housing bonds issued by public housing authorities and fully secured as to the payment of both principal and interest by a pledge of annual contributions under an annual contributions contract or contracts with the United States of America, or project notes issued by public housing authorities, or project notes issued by local public agencies, in each case fully secured as to the payment of both principal and interest by a requisition or payment agreement with the United States of America;

(g) any repurchase agreements collateralized by securities described in clauses (a) or (e) above with any registered broker/dealer subject to the Securities Investors' Protection Corporation jurisdiction or any commercial bank, if such broker/dealer or bank or parent holding company providing a guaranty has an uninsured, unsecured and unguaranteed obligation rated in one (1) of the three (3) highest rating categories by each rating agency without regard to any refinement or gradation of rating category by numerical modifier or otherwise, provided (i) a specific written agreement governs the transaction; (ii) the securities are held by a depository acting solely as agent for the trustee, and such third party is (x) a Federal Reserve Bank, or (y) a bank which is a member of the Federal Deposit Insurance Corporation and with combined capital, surplus and undivided profits of not less than Twenty-five Million Dollars (\$25,000,000), and the trustee shall have received written confirmation from such third party that it holds such securities; (iii) a perfected first security interest under the Uniform Commercial Code, or book-entry procedures prescribed at 1 C.F.R. 306.1, et seq. or 31 C.F.R. 350.0, et seq. in such securities is created for the benefit of the trustee; (iv) the repurchase agreement has a term of one (1) year or less, or the collateral securities will be valued no less frequently than monthly and will be liquidated if any deficiency in the required collateral percentage is not restored within two (2) business days of such valuation; (v) the repurchase agreement matures at least ten (10) days (or other appropriate liquidation period) prior to a Payment Date; and (vi) the fair market value of the securities in relation to the amount of the repurchase obligations, including principal and interest, is equal to at least one hundred percent (100%);

(h) shares of an investment company, organized under the Investment Company Act of 1940, as amended, which invests its assets exclusively in obligations of they type describe in clauses (a) to (f);

(i) investment agreements which represent the unconditional obligation of one (1) or more banks, insurance companies or other financial institutions, or are guaranteed by a financial institution, in either case that has an unsecured rating, or which agreement is itself rated, as of the date of execution thereof, in one (1) of the two (2) highest rating categories by each rating agency without regard to any refinement or gradation of rating category by numerical modifier or otherwise;

(j) long-term or medium-term corporate debt guaranteed by any corporation that is rated in one (1) of the two (2) highest rating categories by each rating agency without regard to any refinement or gradation of rating category by numerical modifier or otherwise;

(k) prime commercial paper of a United States corporation, finance company or banking institution rated in the highest short-term rating category by each rating agency maintaining a rating on such paper; and

(l) any other type of investment in which the City directs the trustee in writing to invest, provided that there is delivered to the trustee a Certificate of an Authorized officer stating that each rating agency has been informed of the proposal to invest in such investment and each rating agency has confirmed that such investment will not adversely affect the rating then assigned by such rating agency to any third lien obligations.

"Qualified Third Lien Swap Agreement" means an agreement between the City and swap provider under which the City agrees to pay the swap provider an amount calculated at an agreed-upon rate or index based upon a notional amount and the swap provider agrees to pay the City for a specified period of time an amount calculated at an agree-upon rate or index based upon the notional amount, where (a) each rating agency (if the rating agency also rates the unsecured obligations of the swap provider or its guarantor) has assigned to the unsecured obligations of the swap provider or of the party who guarantees the obligation of the swap provider to make its payments to the City, as of the date the swap agreement is entered into, a rating that is equal to or higher than the rating then assigned to the third lien obligations by the rating agency (without regard to municipal bond insurance or any other credit facility), and (b) the City has notified each rating agency (whether or not a rating agency also rates the unsecured obligations of the swap provider or its guarantor) in writing, at least fifteen (15) days before executing and delivering the swap agreement, of its intention to enter into the swap agreement and has received from each rating agency a written indication that the entering into of the swap agreement by the City will not in and of itself cause a reduction or withdrawal by the rating agency of its rating on the third lien obligations.

"Rating Agency" means any rating agency that has an outstanding credit rating assigned to any third lien obligations.

"Redemption Price" means with respect to any series of third lien obligations, their principal amount plus the applicable premium, if any, payable upon their redemption pursuant to the provisions of the third lien obligations or the supplemental indenture creating the series of third lien obligations, or such other redemption price as may be specified in the third lien obligations or supplemental indenture.

"Refunding Bonds" means all third lien obligations, whether issued in one (1) or more series, authenticated and delivered on original issuance for the purpose of the refunding of Airport Obligations of any series, and all third lien obligations thereafter authenticated and delivered in lieu of or in substitution for the third lien obligations pursuant to this Indenture and the supplemental indenture creating the series of third lien obligations.

"Regulations" means the Income Tax Regulations (26 C.F.R. Part 1) promulgated under and pursuant to the Code.

"Released Revenues" shall mean revenues in respect of which the trustee has received the following:

- (a) a request of an Authorized Officer describing such revenues and requesting that such revenues be excluded from the pledge and lien of this Indenture on revenues;

- (b) an Independent Airport Consultant's Certificate, based upon reasonable assumptions, to the effect that revenues, after the revenues covered by the Authorized Officer's request are excluded for each of the five (5) full Fiscal Years following the Fiscal Year in which such Certificate is delivered, will be sufficient to enable the City to satisfy the coverage covenant set forth in Section 404 in each of those five (5) Fiscal Years;

- (c) a Counsel's Opinion to the effect that (i) the conditions set forth herein to the release of such revenues have been met and (ii) the exclusion of such revenue from the pledge and lien of this Indenture will not, in and of itself, cause the interest on any outstanding third lien obligations to be included in gross income from purposes of federal income taxation; and

- (d) written confirmation from each of the rating agencies to the effect that the exclusion of such revenues from the pledge and lien of this Indenture will not cause a withdrawal or reduction in any unenhanced rating then assigned to any third lien obligations.

Upon the trustee's receipt of such documents, the revenues described in the Authorized Officer's request shall be excluded from the pledge and lien of this Indenture, and the trustee shall take all reasonable steps requested by the Authorized Officer to evidence or confirm the release of such pledge and lien on the released revenue.

"Revenue Fund" means the revenue fund created by Section 501 of the General Airport Revenue Bond Ordinance or comparable fund established pursuant to Section 204.

"Revenues" means:

(a) "Revenues" as defined in the General Airport Revenue Bond Ordinance at any time First Lien Bonds are outstanding under the General Airport Revenue Bond Ordinance;

(b) "Revenues" as defined in the second lien master indenture at any time second lien obligations are outstanding under the second lien master indenture, but first lien bonds are not outstanding under the General Airport Revenue Bond Ordinance; and

(c) if neither clause (a) or clause (b) applies, "Revenue" means and includes all amounts received or receivable directly or indirectly by the City for the use and operation of, or with respect to, the Airport (excluding the Land Support Area), including, without limitation: all airline fees and charges (excluding payments described in subsection (i) below); all other rentals, charges and fees for the use of the Airport or for any service rendered by the City in the operation of the Airport; concession revenues; interest payments to the City; interest accruing on, and any profit realized from the investment of, monies held or credited to all Airport funds and accounts of the City; provided, however, that revenues does not include (i) any amounts derived by the City from special facility financing arrangements entered into in connection with special facility improvements to the extent those monies derived are required to pay principal of, premium, if any, and interest on special facility revenue bonds and all sinking and other reserve fund payments required by the ordinance or resolution authorizing the issuance of the special facility revenue bonds, (ii) the proceeds of any passenger facility charge, customer facility charge or similar tax or charge levied by or on behalf of the City, including but not limited to any cargo facility charge or security charge, (iii) the proceeds of any tax levied by or on behalf of the City, (iv) interest accruing on, and any profit resulting from the investment of, monies in any fund or account of the Airport that is not available by agreement or otherwise for deposit into the Revenue Fund, (v) Government Grants-in-Aid, (vi) insurance proceeds which are not deemed to be revenues in accordance with generally accepted accounting principles, (vii) the proceeds of any condemnation awards, (viii) security deposits and the proceeds of the sale of any Airport property; and (ix) the proceeds of any borrowings by the City. Unless otherwise provided in a supplemental indenture, there shall also be excluded from the term "Revenues" any Released Revenue in respect of which the City has filed with the trustee documents contemplated in the definition of the term "Released Revenues".

"Second Lien Indenture" means the Master Indenture of Trust, dated as of September 1, 1984, between the City and the second lien trustee, as amended or supplemented from time to time.

"Second Lien Obligations" means (a) any of the bonds, notes or evidences of indebtedness issued by the City under and pursuant to Article II of the Second Lien Indenture and (b) any second lien section 208 obligations.

"Second Lien-Related Obligations" means obligations incurred by the City in connection with second lien obligations pursuant to any swap agreement, reimbursement agreement relating to a debt service reserve fund surety bond or similar agreement.

"Second Lien Revenue Fund" means the second lien revenue fund created by Section 301 of the Second Lien Indenture.

"Second Lien Revenues" means all Junior Lien Revenues paid to the second lien trustee pursuant to the General Airport Revenue Bond Ordinance or comparable resolution, ordinance, indenture or trust agreement adopted or entered into pursuant to Section 204.

"Second Lien Section 208 Obligations" means any obligations incurred by the City to reimburse the issuer or issuers of one (1) or more letters of credit securing one (1) or more series of Second Lien Obligations as described in Section 208 of the Second Lien Indenture, including any fees or other amounts payable to the issuer of any such letter of credit, whether the obligations are set forth in one (1) or more reimbursement agreements entered into between the City and the issuer of any such letter of credit, or in one (1) or more notes or other evidences of indebtedness executed and delivered by the City pursuant thereto, or any combination of them.

"Second Lien Supplemental Indenture" means an indenture supplemental to or amendatory of the Second Lien Indenture, executed and delivered by the City and the second lien trustee in accordance with Article VIII of the Second Lien Indenture.

"Second Lien Trustee" means American National Bank and Trust Company of Chicago, Chicago, Illinois, as trustee under the Second Lien Indenture, or its successor as the trustee later appointed in the manner provided in the Second Lien Indenture.

"Series" means all of the third lien obligations authenticated and delivered on original issuance pursuant to a supplemental indenture and designated in it as a series, but, unless the context clearly indicates otherwise, does not include third lien section 208 obligations.

"Sinking Fund Payment" means:

(a) as of any particular date of determination and with respect to the outstanding First Lien Bonds of any series, the amount required by a

supplemental general airport revenue bond ordinance to be paid in any event by the City on a single future date for the retirement of First Lien Bonds of the series which mature after that future date, but does not include any amount payable by the City by reason only of the maturity of a First Lien Bond;

(b) as of any particular date of determination and with respect to the outstanding Second Lien Obligations of any series or consisting of any Second Lien Section 208 Obligations, the amount required by the Second Lien Supplemental Indenture creating the series or the instrument creating the Second Lien Section 208 Obligation to be paid in any event by the City on a single future date for the retirement of the series which mature after that future date, but does not include any amount payable by the City by reason only of the maturity of a Second Lien Obligation; and

(c) as of any particular date of determination and with respect to the outstanding third lien obligations of any Series or consisting of any third lien section 208 obligations, the amount required by the supplemental indenture creating the Series or the instrument creating these third lien section 208 obligation to be paid in any event by the City on a single future date for the retirement of the third lien obligations which mature after that future date, but does not include any amount payable by the City by reason only of the maturity of a third lien obligation.

"Special Facility" means a building, facility or improvement at the Airport, or portion thereof, that has been or is to be constructed, installed, equipped or acquired with the proceeds of the sale of special facility revenue bonds or sources other than Revenues.

"Special Facility Financing Arrangement" means any agreement creating or relating to special facility revenue bonds.

"Special Facility Revenue Bonds" means obligations of the City with respect to which the principal, premium, if any, and interest are payable solely from proceeds of the sale of those obligations and from sources other than Revenues, and for which the City has no taxing obligation.

"Supplemental General Airport Revenue Bond Ordinance" means an ordinance supplemental to or amendatory of the General Airport Revenue Bond Ordinance as originally adopted on March 31, 1983, adopted by the City Council and effective as provided in Article X of the General Airport Revenue Bond Ordinance.

"Supplemental Indenture" means an indenture supplemental to or amendatory of this Indenture, executed and delivered by the City and the trustee in accordance with Article VIII.

"Swap Provider" means any counterparty with which the City enters into a Qualified Third Lien Swap Agreement.

"Third Lien Obligations" means (a) any of the bonds, notes or evidences of indebtedness issued by the City under and pursuant to Article II of this Indenture, (b) any third lien section 208 obligations and (c) obligations of the City under a Qualified Third Lien Swap Agreement.

"Third Lien Revenue Fund" means the third lien revenue fund created by Section 301 of this Indenture.

"Third Lien Revenues" means all Junior Lien Revenues paid to the trustee pursuant to the General Airport Revenue Bond Ordinance or comparable resolution, ordinance, indenture or trust agreement adopted or entered into pursuant to Section 204.

"Third Lien Section 208 Obligations" means any obligations incurred by the City to reimburse the issuer or issuers of one (1) or more letters of credit securing one (1) or more Series of Third Lien Obligations as described in Section 208, including any fees or other amounts payable to the issuer of any such letter of credit, whether those obligations are set forth in one (1) or more reimbursement agreements entered into between the City and the issuer of any such letter of credit, or in one (1) or more notes or other evidences of indebtedness executed and delivered by the City pursuant thereto, or any combination of them.

"Trust Estate" means the property conveyed to the trustee pursuant to the Granting Clauses of this Indenture.

"Trustee" means _____, Chicago, Illinois, as trustee under this Indenture, or its successor as the trustee later appointed in the manner provided in this Indenture.

Section 102. Interpretation.

In this Indenture, unless the context otherwise requires:

(a) the term "previously" means before and the term "later" means after the date of this Indenture;

(b) words of the masculine gender mean and include correlative words of the feminine and neuter genders, and words importing the singular number mean and include the plural number, and vice versa;

(c) words importing persons include firms, associations, partnerships (including limited partnerships), trusts, corporations, limited liability companies and other

legal entities, including public bodies, as well as natural persons;

(d) words importing the redemption or redeeming of a Third Lien Obligation or the calling of a Third Lien Obligation for redemption do not include or connote the payment of that Third Lien Obligation at its stated maturity or the purchase of that Third Lien Obligation;

(e) any percentage of Third Lien Obligations, for purposes of this Indenture, must be computed on the basis of the unpaid principal amount of Third Lien Obligations Outstanding at the time the computation is made or is required to be made under this Indenture:

(f) words importing the principal amount of Third Lien Obligations shall mean, as of any date, the accrued or accreted value of any Third Lien Obligations the interest on which is compounded periodically on certain dates and is payable only at maturity or upon redemption prior to maturity, all as provided in the Supplemental Indenture authorizing the issuance of the Third Lien Obligations;

(g) any headings preceding the text of the several articles and sections of this Indenture, and any table of contents or marginal notes appended to copies of this Indenture, are solely for convenience of reference and do not constitute a part of this Indenture, nor do they affect its meaning, construction or effect; and

(h) articles and sections mentioned by number only are the respective articles and sections of this Indenture so numbered.

Section 103. Variable Interest Rates.

For the purpose of determining Annual Second Lien Debt Service and Annual Third Lien Debt Service, interest on variable rate indebtedness, including any variable rate bond, must be calculated at the highest of (a) the actual rate on the date of calculation, or if the indebtedness is not yet outstanding, the initial rate (if established and binding), (b) if the indebtedness has been outstanding for at least twelve (12) months, the average rate over the twelve (12) months immediately preceding the date of calculation, and (c)(i) if interest on the indebtedness is excludable from gross income under the applicable provisions of the Code, the most recently published *Bond Buyer 25 Bond Revenue Index* (or comparable index if no longer published) or (ii) if interest is not so excludable, the interest rate on Federal Obligations with comparable maturities.

Section 104. Severability Of Invalid Provisions.

If any one (1) or more of the covenants or agreements provided in this Indenture on the part of the City or any Fiduciary to be performed should be contrary to law,

then that covenant or agreement or those covenants or agreements are deemed separable from the remaining covenants and agreements of this Indenture and in no way affect the validity of the other provisions of this Indenture or of the Third Lien Obligations.

Section 105. Successors And Assigns.

Whenever in this Indenture the City is named or referred to, the City includes its successors and assigns whether so expressed or not. All of the covenants, stipulations, obligations and agreements by or on behalf of, and other provisions for the benefit of, the City contained in this Indenture bind and inure to the benefit of the successors and assigns, and bind and inure to the benefit of any officer, board, commission, authority, agent or instrumentality to whom or to which there is transferred by or in accordance with law any right, power or duty of the City, or of its successors or assigns, the possession of which is necessary or appropriate in order to comply with any covenants, stipulations, obligations, agreements or other provisions of this Indenture.

Section 106. Parties Interested In This Indenture.

Nothing in this Indenture expressed or implied is intended or is to be construed to confer upon, or to give to, any person or corporation, other than the City, the Fiduciaries and the owners of the Third Lien obligations, any right, remedy or claim under or by reason of this Indenture or any covenant, condition or stipulation of this Indenture. All the covenants, stipulations, promises and agreements in this Indenture contained by and on behalf of the City are for the sole and exclusive benefit of the City, the Fiduciaries and the owners of the Third Lien Obligations.

Article II.

Authorization, Obligations And Issuance Of Third Lien Obligations.

Section 201. Authorization For Indenture.

This Indenture is executed and delivered by the City by virtue of and pursuant to the home rule powers of the City. The City has ascertained and determines and declares that the execution and delivery of this Indenture is necessary to meet the commercial and general aviation needs of the citizens of the City, that each and every act, matter, thing or course of conduct as to which provision is made in this

Indenture is necessary or convenient in order to carry out and effectuate those purposes of the City and to carry out its powers and is in furtherance of the public benefit, safety and welfare of the City, and that each and every covenant or agreement contained in this Indenture is necessary, useful or convenient in order better to secure the Third Lien Obligations and are contracts or agreements necessary, useful and convenient to carry out and effectuate the corporate purposes of the City.

Section 202. Indenture To Constitute Contract.

In consideration of the purchase and acceptance of Third Lien Obligations by those who shall hold them from time to time, the provisions of this Indenture and any Supplemental Indenture are a part of the contract of the City with the Owners of Third Lien Obligations, and are deemed to be and constitute a contract among the City, the Trustee and the Owners from time to time of the Third Lien Obligations.

Section 203. Authorization Of Third Lien Obligations.

In order to provide sufficient funds for the financing or refinancing of Airport Projects, Third Lien Obligations are hereby authorized to be issued from time to time in one (1) or more Series as below in this Indenture provided, without limitation as to amount except as may be limited by law, for the purpose of (a) the payment, or the reimbursement for the payment of, the costs of one (1) or more Airport Projects, (b) the refunding of any First Lien Bonds, Second Lien Obligations, Third Lien Obligations or other obligations issued to finance or refinance one (1) or more Airport Projects, including, but not limited to, the refunding of any Special Facility Revenue bonds and any Junior Lien Obligations or (c) the funding of any Fund or Account (as defined in the General Airport Revenue Bond Ordinance), any Fund or Account (as specified in the Second Lien Indenture or the Second Lien Supplemental Indenture under which any Second Lien Obligations are issued), or any Fund or Account as specified in this Indenture or the Supplemental Indenture under which any Third Lien Obligations are issued; including, in each case, payment of Costs of Issuance. Third Lien Obligations consisting of Third Lien Section 208 Obligations are also hereby authorized to be incurred from time to time as provided for in Section 208 for the purposes set forth.

Section 204. Source Of Payment; Pledge Of Third Lien Revenues And Other Monies.

The Third Lien Obligations are legal, valid and binding limited obligations of the City payable solely from Third Lien Revenues and certain other monies and securities held by the Trustee under the provisions of this Indenture and any Supplemental Indenture. The Third Lien Obligations and the interest thereon do

not constitute an indebtedness or a loan of credit of the City within the meaning of any constitutional or statutory limitation, and neither the faith and credit nor the taxing power of the City, the State of Illinois or any of its political subdivisions is pledged to the payment of the principal of or interest on the Third Lien Obligations. The City makes a pledge of the Trust Estate, to the extent set forth in the Granting Clauses, and of all monies and securities held or set aside or to be held or set aside by the Trustee under this Indenture or any Supplemental Indenture, to secure the payment of the principal and Redemption Price of, and interest on, the Third Lien Obligations, subject only to the provisions of this Indenture or any Supplemental Indenture requiring or permitting the payment, setting apart or appropriation of such monies and securities for or to the purposes and on the terms, conditions, priorities and order set forth in or provided under this Indenture or the Supplemental Indenture. This pledge is valid and binding from and after the date of issuance of any Third Lien Obligations under this Indenture; the Junior Lien Revenues and Third Lien Revenues so pledged and then or thereafter received by the City and deposited in the Third Lien Revenue Fund are immediately upon that deposit subject to the lien of the pledge without any further physical delivery or further act; and the lien of the pledge is valid and binding as against all parties having claims of any kind in tort, contract or otherwise against the City, irrespective of whether the parties have notice of it.

If at any time there are Third Lien Obligations Outstanding under this Indenture and at that time there are no First Lien Bonds outstanding under the General Airport Revenue Bond Ordinance or Second Lien Bonds outstanding under the Second Lien Indenture, the City covenants and agrees to establish a system of funds, accounts and deposit requirements that provides for the deposit of Revenues into a Revenue Fund and the application of amounts held in it: first, to the payment of Operation and Maintenance Expenses; second, to the payment of amounts required to be paid to the Second Lien Trustee in accordance with the Certificate delivered pursuant to Sections 302 of the Second Lien Indenture; third, to the payment of amounts required to be paid to the Trustee in accordance with the Certificate delivered pursuant to Section 302 of this Indenture; fourth, to make such deposits into those Airport funds and accounts as may be determined by the City to be necessary or appropriate; and fifth, for any lawful purpose of the City.

Any resolution, ordinance, indenture or trust agreement creating or providing for the security and payment of Airport Obligations as contemplated by this Section 204 must recognize and confirm the lien status of the pledge contained in this Section 204.

If the General Airport Revenue Bond Ordinance is superseded or replaced by a resolution, ordinance, indenture or trust agreement creating and providing for the security and payment of Airport Obligations in the manner contemplated by the second (2nd) paragraph of this Section 204, references in this Indenture to the General Airport Revenue Bond Ordinance, or to particular articles or sections of it, are deemed to refer, unless the context clearly indicates otherwise, to the

corresponding articles or section, if any, or the provisions of similar intent and purport, if any, set forth in the resolution, ordinance, indenture or trust agreement.

Section 205. Issuance Of Third Lien Obligations; Supplemental Indentures.

Each Series of Third Lien Obligations must be created by a Supplemental Indenture which must prescribe expressly or by reference with respect to the Series:

(a) the authorized principal amount and Series designation of the Third Lien Obligations;

(b) the purpose or purposes for which the Series is being issued;

(c) the manner in which the proceeds of the Third Lien Obligations of the Series are to be applied;

(d) the date or dates, and the maturity date or dates, of the Third Lien Obligations of the Series, or the manner of determining those dates;

(e) the interest rate or rates to be borne by the Third Lien Obligations of the Series or the manner of determining the rate or rates, and the Interest Payment Dates of the Series;

(f) the manner of dating, numbering and lettering the Third Lien Obligations of the Series;

(g) the Paying Agent or Paying Agents and the place or places of payment of the principal and Redemption Price, if any, of, and interest on, the Third Lien Obligations of the Series or the manner of appointing and designating them;

(h) the Redemption Price or Prices, if any, of and the redemption terms for the Third Lien Obligations of the Series, or the manner of determining the Price or Prices and terms;

(i) the amount and due date of each Sinking Fund Payment, if any, for Third Lien Obligations of like maturity of the Series, or the manner of determining the amounts and dates;

(j) provisions as to registration of the Third Lien Obligations of the Series;

(k) the form and text of the Third Lien Obligations of the Series and provision for the Trustee's or Paying Agent's authentication of them by certificate or otherwise; and

(l) any other provisions deemed advisable by the City which does not conflict with the provisions of this Indenture.

Section 206. Conditions Precedent To Delivery Of Any Series.

Third Lien Obligations of any Series must be executed by the City and delivered to the Trustee or the Paying Agent and thereupon must be authenticated by the Trustee or the Paying Agent and delivered to the City or upon its order, but only following the receipt by the Trustee of:

(a) a copy of an ordinance adopted by the City Council, certified by the City Clerk, authorizing the execution and delivery of the Supplemental Indenture referred to in Section 205;

(b) a Counsel's Opinion to the effect that (i) this Indenture and the Supplemental Indenture have been duly and lawfully authorized by all necessary action on the part of the City, have been duly and lawfully executed by authorized officers of the City, are in full force and effect and are valid and binding upon the City and enforceable in accordance with their terms (except as limited by any applicable bankruptcy, liquidation, reorganization, insolvency or other similar laws or by general principles of equity if equitable remedies are sought); (ii) this Indenture and the Supplemental Indenture create the valid pledge of Third Lien Revenues, monies and securities which they purport to create; and (iii) upon their execution, authentication and delivery, the Third Lien Obligations of the Series will have been duly and validly authorized and issued in accordance with the Constitution and laws of the State of Illinois, this Indenture and the Supplemental Indenture;

(c) a written order as to the delivery of the Series, executed by an Authorized Officer stating (i) the identity of the purchasers, aggregate purchase price and date and place of delivery of the Series, (ii) that no Event of Default has occurred and is continuing under this Indenture, and fixing and determining all terms and provisions of the Third Lien Obligations not fixed or determined by this Indenture or the Supplemental Indenture referred to in Section 205;

(d) an executed counterpart of the Supplemental Indenture referred to in Section 205;

(e) a Certificate of the City setting forth the application of the proceeds of the Third Lien Obligations;

(f) except in the case of Refunding Bonds issued in accordance with Section 207 and Completion Bonds issued in accordance with subsection (g) below:

(i) a Certificate of an Independent Accountant or a Certificate of the City, in

either case stating that Revenues and Other Available Monies in the most recent completed Fiscal Year for which audited financial statements have been prepared satisfied the coverage covenant set forth in Section 404(a) assuming for such purpose that Aggregate First, Second and Third Lien Debt Service for the Bond Year commencing during such Fiscal Year includes the maximum Annual First, Second and Third Lien Debt Service on all outstanding First Lien Bonds, Second Lien Obligations, Third Lien Obligations and the Bonds proposed to be issued (disregarding any Airport Obligations that have been paid or discharged or will be paid or discharged immediately after the issuance of the Third Lien Obligations proposed to be issued); or

- (ii) a Certificate of an Independent Airport Consulting or a Certificate of the City, in either case stating that, based upon reasonable assumptions set forth therein, Revenues and Other Available Monies are projected to be not less than that required to satisfy the coverage covenant set forth in Section 404(a) (disregarding any Airport Obligations that have been paid or discharged or will be paid or discharged immediately after the issuance of the Third Lien Obligations proposed to be issued) for each of the next three (3) Fiscal Years following the issuance of the Third Lien Obligations or, if later, for each Fiscal Year from the issuance of the Third Lien Obligations through the two (2) Fiscal Years immediately following completion of the project or projects financed by the Third Lien Obligations.

For the purpose of computing Revenues under either subsection (f)(i) or (ii) above, there must be taken into account (x) any reduction in the rate of any passenger facility charge, and (y) any increase in the rate of any passenger facility charge authorized by legislation if the City has taken all action required to impose those increased charges at the Airport pursuant to such legislation. For the purpose of computing Revenues and Other Available Monies under subsection (f)(ii) above, Other Available Monies shall be projected only to the extent the Other Available Monies have been (x) paid over to the Trustee and deposited in the Revenue Fund, or (y) irrevocably pledged to the payment of debt service on Airport Obligations. The City shall provide written notice to each Rating Agency of any pledge of Other Available Monies taken into account for purposes of any projection made in accordance with subsection (f)(ii) above prior to the issuance of the Third Lien Obligations.

(g) in the case of Completion Bonds, a Certificate of the City stating (i) that the Third Lien Obligations proposed to be issued are being issued to finance the costs of one (1) or more Airport Projects initially financed in whole or in part by Airport Obligations, and (ii) that the additional cost of the Airport Projects being financed by those Third Lien Obligations does not exceed fifteen percent (15%) of their aggregate cost previously financed by Airport Obligations. Before the delivery of

any Completion Bonds, the City must file with the Trustee a Certificate (i) stating that the Airport Projects have not materially changed from their description in the Supplemental Indenture or Indentures creating the Airport Obligations initially issued to finance the cost of those Airport Projects (ii) estimating the revised aggregate cost of the Airport Projects, (iii) stating that the revised aggregate cost of those Airport Projects cannot be paid with monies available and (iv) stating that the issuance of Completion Bonds is necessary to provide funds to complete the Airport Projects; and

(h) such further documents and monies as are required by the provisions of Article VII or any Supplemental Indenture.

Section 207. Conditions Precedent To Delivery Of Any Series Of Refunding Bonds.

All Refunding Bonds of any Series must be executed by the City and delivered to the Trustee and thereupon must be authenticated by the Trustee and delivered to the City or upon its order, but only following the receipt by the Trustee of:

(a) the documents referred to in subsections (a), (b), (c), (d), (e) and (h) of Section 206;

(b) a Certificate of the City stating that giving effect to the refunding the issuance of the Refunding Bonds will result in (i) a net present value debt service savings to the City, or (ii) a reduction in annual debt service in each Bond Year that debt service is payable on all then-outstanding Airport Obligations;

(c) if a redemption of Airport Obligations is to be effected, irrevocable instructions to the Trustee to give due notice of redemption of all the Airport Obligations to be refunded and the redemption date or dates, if any, upon which the Airport Obligations are to be redeemed;

(d) if a redemption of Airport Obligations is to be effected and the redemption is scheduled to occur after the next forty-five (45) succeeding days, irrevocable instructions to the Trustee to publish notice of redemption of the Airport Obligations on a specified date before their redemption date;

(e) if redemption of Airport Obligations is to be effected and the redemption is to occur after the next forty-five (45) succeeding days, a Certificate of an Independent Accountant stating the amount of either (i) monies (which may include all or a portion of the proceeds of the Refunding Bonds to be issued) in an amount sufficient to pay the Airport Obligations to be refunded at the applicable Redemption Price of the Airport Obligations to be refunded together with accrued interest on the Airport Obligations to the redemption date or dates, or (ii) Federal Obligations the principal of and interest on which when due (without

reinvestment) together with the monies (which may include all or a portion of the proceeds of the Refunding Bonds to be issued), if any, which are contemporaneously deposited with the Trustee, will be sufficient to pay when due the applicable Redemption Price of the Airport Obligations to be refunded, together with accrued interest on the Airport Obligations to the redemption date or dates or the date or dates of their maturity; and

(f) such further documents and monies as are required by the provisions of Article VII or any Supplemental Indenture.

Section 208. Letters Of Credit Or Bond Purchase Agreements In Connection With Third Lien Obligations.

The City reserves the right to provide one (1) or more irrevocable letters of credit to secure the payment of the principal, if any, and interest on one (1) or more Series of Third Lien Obligations, and if the Owners of those Third Lien Obligations have the right to require their purchase, to secure the payment of the purchase price of those Third Lien Obligations upon the demand of their Owners through one (1) or more letters of credit or bond purchase agreements. In connection with any such letter of credit the City may execute and deliver an agreement setting forth the conditions upon which drawings may be made under the letter of credit and the method by which the City will reimburse the issuer of the letter of credit for the drawings together with interest thereon at such rate or rates as may be agreed upon by the City and the issuer of the letter of credit. Any such bond purchase agreement may set forth the conditions under which Third Lien Obligations will be purchased and the method by which the City will reimburse the provider of the bond purchase agreement in the event of the purchase of Third Lien Obligations together with interest thereon at such rate or rates as may be agreed upon by the City and the provider of the bond purchase agreement. Notwithstanding any other provisions of this Indenture, any such obligation of the City to reimburse the issuer of the letter of credit or provider of the bond purchase agreement may (but shall not be required to) constitute a Third Lien Obligation under this Indenture to the same extent as any Series of Third Lien Obligations issued pursuant to a Supplemental Indenture, and in that event any and all amounts payable by the City to reimburse the issuer of any such letter of credit or provider of the bond purchase agreement, together with interest thereon, for purposes of this Indenture constitute the payment of principal of, premium, if any, and interest on Third Lien Obligations.

Section 209. Hedging Transactions.

(a) If the City enters into a Qualified Third Lien Swap Agreement with a Swap Provider requiring the City to pay a fixed interest rate on a notional amount, or requiring the City to pay a variable interest rate on a notional amount, and the City has made a determination that the Qualified Third Lien Swap Agreement was

entered into for the purpose of providing substitute interest payments for Third Lien Obligations of a particular maturity or maturities in a principal amount equal to the notional amount of the Qualified Third Lien Swap Agreement and so long as the Swap Provider under the Qualified Third Lien Swap Agreement is not in default under the Qualified Third Lien Swap Agreement:

- (i) for purposes of any calculation of Annual Third Lien Debt Service, the interest rate on the Third Lien Obligations of the maturity or maturities must be determined as if the Third Lien Obligations bore interest at the fixed interest rate or the variable interest rate, as the case may be, payable by the City under the Qualified Third Lien Swap Agreement;
- (ii) any net payments (exclusive of termination payments) required to be made by the City to the Swap Provider pursuant to the Qualified Third Lien Swap Agreement from Third Lien Revenues must be made on a parity with payments due on other Third Lien Obligations solely from amounts on deposit to the credit of the Third Lien Revenue Fund;
- (iii) any net payments (exclusive of termination payments) received by the City from the Swap Provider pursuant to the Qualified Third Lien Swap Agreement shall be treated as "Third Lien Revenues" and deposited to the credit of the Third Lien Revenue Fund;
- (iv) any termination payments due from the City shall be payable from Junior Lien Revenues on a junior and subordinate basis to all Third Lien Obligations issued under this Indenture; and
- (v) any termination payments due to the City shall be applied as directed by the City, and shall not be subject to any lien created by this Indenture.

For purposes of this Section 209, "Termination Payments" mean amounts due under a swap agreement upon a complete or partial termination thereof prior to its scheduled termination date.

(b) If the City enters into a swap agreement of the type generally described in subsection (a) of this Section 209 that does not satisfy the requirements for qualification as a Qualified Swap Agreement as a result of its failure to make the determination described therein or otherwise, then:

- (i) the interest rate adjustment or assumptions referred to in paragraph (i) of that subsection (a) must not be made;
- (ii) any net payments required to be made by the City to the Swap Provider pursuant to the swap agreement from Third Lien Revenues must be made only from amounts available after the payment of all other Third Lien Obligations; and

(iii) any net payments received by the City from the Swap Provider pursuant to the swap agreement may be treated as Third Lien Revenues at the option of the City, and if so treated, must be deposited to the credit of the Third Lien Revenue Fund.

Section 210. Second Lien-Related Obligations.

The City reserves the right to incur Second Lien-Related Obligations without limit as to nature or amount payable from Junior Lien Revenues on a parity with or subordinate to outstanding Second Lien Obligations, and in either event prior and superior to Third Lien Obligations issued under this Indenture; provided, however, no such Second Lien-Related Obligations shall be incurred unless each Rating Agency shall confirm in writing that the incurrence into of the Second Lien-Related Obligation will not in and of itself cause a reduction or withdrawal by the Rating Agency of its rating on outstanding Third Lien Obligations.

Article III.

Revenues And Funds.

Section 301. Creation Of Funds And Accounts.

There is hereby created by the City and ordered established with the Trustee a separate and segregated fund to be designated the "Chicago O'Hare International Airport Third Lien Revenue Fund" (the "Third Lien Revenue Fund").

The Trustee covenants, at the written request of the City, to establish such additional subfunds within the Third Lien Revenue Fund, and Accounts and subaccounts within any such subfunds, as are specified in the written request, for the purpose of identifying more precisely the sources of payments into and disbursements from the Third Lien Revenue Fund or the subfunds, accounts and subaccounts. In addition, the City covenants, at the written request of the Trustee, to cause the First Lien Trustee to establish additional Accounts (as defined in the General Airport Revenue Bond Ordinance) within the Junior Lien Obligation Debt Service Fund or otherwise for the purpose of segregating amounts available to pay the principal of, premium, if any, and interest on separate series of Junior Lien Obligations, including the Second Lien Obligations and the Third Lien Obligations, and for the purpose of establishing the relative priorities of the Second Lien Obligations, the Third Lien Obligations and any other Junior Lien Obligations.

Additional subfunds within the Third Lien Revenue Fund, and accounts and

subaccounts within the subfunds, may also be created by any Supplemental Indenture; and any such Supplemental Indenture may provide that amounts on deposit in the subfunds, accounts and subaccounts must be held by the Trustee for the sole and exclusive benefit of the Third Lien Obligations as may be specifically designated in the Supplemental Indenture; provided, however, that income derived from the investment of any monies on deposit in a debt service reserve fund or account created pursuant to this Section 301 or pursuant to any such Supplemental Indenture must, upon receipt, be withdrawn from the fund or account by the Trustee and paid to the First Lien Trustee if required by Section 305(b).

Any monies and securities held in the Third Lien Revenue Fund or any subaccount, account or subaccount created pursuant to this section must be held in trust by the Trustee, as provided in this Indenture or the Supplemental Indenture, and must be applied, used and withdrawn only for the purposes authorized in this Indenture or Supplemental Indenture.

The City may also create by Supplemental Indenture one (1) or more separate and segregated Construction Funds with one (1) or more subfunds, and accounts and subaccounts within the subfunds, as the City determines to be necessary or convenient. Any such fund, subfund, account or subaccount may be held by either the Trustee or the City, and is subject to the disbursement requirements as are set forth in the Supplemental Indenture.

Section 302. Deposit Of Third Lien Revenues.

Contemporaneously with the issuance of the initial Series of Third Lien Obligations under this Indenture, the City covenants to cause to be filed with the First Lien Trustee or, if no First Lien Bonds are outstanding, as may be required by any resolution, ordinance, indenture or trust agreement adopted or entered into pursuant to Section 204, an executed counterpart of this Indenture, duly certified by the Trustee and an Authorized Officer. Contemporaneously with the issuance of each Series of Third Lien Obligations under this Indenture, including the initial Series, the City also covenants to cause to be filed with the First Lien Trustee or, if no First Lien Bonds are outstanding, as may be required by any resolution, ordinance, indenture or trust agreement adopted or entered into pursuant to Section 204, the following:

- (a) an executed counterpart of the Supplemental Indenture creating the Series, duly certified by the Trustee and an Authorized Officer;
- (b) an executed counterpart of any instrument creating Third Lien Section 208 Obligations with respect to the Series, duly certified by an Authorized Officer; and
- (c) a Certificate stating, with respect to the Series and with respect to any Third

Lien Section 208 Obligations and any Qualified Third Lien Swap Agreement, the dates on which amounts on deposit in the Junior Lien Obligation Debt Service Fund are to be withdrawn therefrom and paid to the Trustee for deposit into the Third Lien Revenue Fund, and the amounts of the withdrawals to the extent determinable, which Certificate must also contain a direction of the City (which direction must not be modified or revoked without the prior written consent of the Trustee so long as any of the Third Lien Obligations remain Outstanding) to the effect that there must be paid to the Trustee from the Junior Lien Obligation Debt Service Fund the amounts specified in the Certificate on the dates specified in it, subject only to the prior pledge of Junior Lien Revenues in accordance with the Second Lien Indenture and any instrument creating Second Lien-Related Obligations.

Upon receipt of such payments, the Trustee must deposit them in the Third Lien Revenue Fund. The Trustee is accountable only for monies actually so received. The Certificate, or any subsequent or supplemental Certificate, must be revised or supplemented from time to time, and must be filed in the same manner as is provided above with respect to the Certificate initially filed, whenever necessary to reflect changes in the deposit requirements relating to the Third Lien Revenue Fund as a result of the prepayment, redemption, purchase or remarketing of Third Lien Obligations, increase or decreases in the rates of interest borne by Third Lien Obligations, or for any other reason required or permitted by the provision of a Supplemental Indenture or any instrument creating Third Lien Section 208 Obligations.

Section 303. Disbursement From Third Lien Revenue Fund.

The monies in the Third Lien Revenue Fund must be disbursed and applied by the Trustee as required to make the following deposits on the dates and in the amounts provided:

(a) Subfund Deposits. On any date required by the provisions of a Supplemental Indenture creating a Series of Third Lien Obligations, or by an instrument creating Third Lien Section 208 Obligations, the Trustee must segregate within the Third Lien Revenue Fund and credit to such subfunds, accounts and subaccounts in them as may have been created for the benefit of the Series and the Third Lien Section 208 Obligations such amounts as may be required to be so credited under the provisions of the Supplemental Indenture or instrument creating Third Lien Section 208 Obligations to pay the principal of and interest on the Second Lien Obligations; and

(b) Other Required Deposits. On any date required by the provisions of a Supplemental Indenture or by an instrument creating Third Lien Section 208 Obligations for any other purpose, but only if the deposit requirement is set forth in the Certificate filed pursuant to Section 302(c), the Trustee must segregate

within the Third Lien Revenue Fund and credit to such subfunds, accounts and subaccounts in them as are specified in the Supplemental Indenture or instrument creating Third Lien Section 208 Obligations the amounts required so to be withdrawn and deposited by the provisions of the Supplemental Indenture or the instrument.

Section 304. Use Of Monies In Third Lien Revenue Fund.

Monies on deposit in the Third Lien Revenue Fund and which have been credited to such subfunds, accounts and subaccounts in them as may have been created for the benefit of a Series of Third Lien Obligations of Third Lien Section 208 Obligations must be used for the purposes specified in the Supplemental Indenture creating the Series or instruments securing the Third Lien Section 208 Obligations.

Section 305. General Regulations As To Investments.

(a) All monies held in any Fund or Account established and created under this Indenture must be invested in Qualified Investments at the direction of the City.

(b) Qualified Investments purchased as an investment of monies in any Fund or Account established and created under this Indenture, together with the income derived therefrom, are deemed at all times to be a part of the Fund or Account; provided, however, that the income derived from the investment of any monies on deposit in a debt service reserve fund or account created by any Supplemental Indenture may upon the written direction of an Authorized Officer of the City be withdrawn from the fund or account by the Trustee and paid to the First Lien Trustee or otherwise deposited in the Revenue Fund pursuant to any resolution, ordinance, indenture or trust agreement adopted or entered into pursuant to Section 204. Qualified Investments so purchased must be sold at the best price obtainable whenever it is necessary so to do in order to provide monies to make any withdrawal or payment from the Fund or Account. For the purposes of any such investment, a Qualified Investment is deemed to mature at the earliest date on which the obligor is, on demand, obligated to pay a fixed sum in discharge of the whole of the Qualified Investment. Qualified Investments in which monies held in any Fund or Account have been invested must mature not later than the respective dates as estimated by the Trustee based on information provided by the City, when the monies held for the credit of any Fund or Account will be needed.

(c) For purposes of this Indenture amortized value means par, if the obligation was purchased at par, or, when used with respect to an obligation purchased at a premium above or a discount below par, means the value as of any given time obtained by dividing the total premium or discount at which the obligation was purchased by the number of interest payments remaining on the obligation after the purchase and deducting the amount thus calculated for each interest payment date

after the purchase from the purchase price in the case of an obligation purchased at a premium or adding the amount thus calculated for each interest payment date after the purchase to the purchase price in the case of an obligation purchased at a discount. Valuation must be made on each June 15th and December 15th, or if the date is not a business day of the Trustee then on the business day of the Trustee immediately preceding such June 15th or December 15th, and at any other time required under this Indenture or under any Supplemental Indenture, and on any particular date must not include the amount of interest then earned or accrued to that date on any deposit or investment.

Article IV.

Covenants Of The City.

Section 401. Equality Of Security.

All Third Lien Obligations, regardless of Series, date of issuance or incurrence and date of sale, are secured by the pledge contained in Section 204. The security so pledged must not be used for any other purpose except as expressly permitted by the terms of this Indenture, so long as any Third Lien Obligations remain Outstanding and unpaid.

Section 402. Equality Of Third Lien Obligations.

Except as otherwise specifically provided in Section 301, all Third Lien Obligations authorized under this Indenture or incurred as provided in Section 208 and Section 209 are on a parity and rank equally without preference, priority or distinction over any other of them, as to security, regardless of the time or times of their issue, and the provisions, covenants and agreements set forth in this Indenture to be performed by and on behalf of the City are for the equal benefit, protection and security of the Owners of any and all Third Lien Obligations. The City covenants that it will not issue any obligations, payable from the Third Lien Revenues or, except as otherwise provided in Section 405, any other monies pledged in this Indenture, nor voluntarily create or cause or permit to be created any debt, lien, pledge or assignment, having priority over, or being on a parity with, the Third Lien Obligations.

Section 403. Punctual Payment.

The City covenants that it will duly and punctually pay or cause to be paid the principal of, premium, if any, and interest on, all Third Lien Obligations in strict conformity with the terms of the Third Lien Obligation and of this Indenture, the Supplemental Indentures creating the Third Lien Obligations of each Series and the instruments creating Third Lien Section 208 Obligations, and that it will faithfully observe and perform all the conditions, covenants and requirements of this Indenture, each such Supplemental Indenture and instrument and the Third Lien Obligations issued or incurred thereunder.

Section 404. Coverage Covenant.

(a) The City covenants that it will fix and establish, and revise from time to time whenever necessary, the rentals, rates and other charges for the use and operation of the Airport and for services rendered by the City in the operation of it in order that Revenues in each Fiscal Year, together with Other Available Monies deposited with the Trustee with respect to that Fiscal Year and any cash balance held in the Revenue Fund on the first (1st) day of that Fiscal Year not then required to be deposited in any Fund or Account, will be at least sufficient:

(i) to provide for the payment of Operation and Maintenance Expenses for the Fiscal Year; and

(ii) to provide for the greater of (A) the sum of the amounts needed to make the deposits required to be made pursuant to all resolutions, ordinances, indentures and trust agreements pursuant to which all outstanding First Lien Bonds, Second Lien Obligations, Third Lien Obligations or other Airport Obligations are issued and secured, and (B) one and ten-hundredths (1.10) times Aggregate First, Second and Third Lien Debt Service for the Bond Year commencing during that Fiscal Year, reduced by any amount held by the Trustee for disbursement during that Bond Year to pay principal of and interest on First, Second or Third Lien Obligations.

(b) The City further covenants that it will fix and establish, and revise from time to time whenever necessary, the rentals, rates and other charges for the use and operation of the Airport and for services rendered by the City in the operation of it in order that Revenues in each Fiscal Year, together with Other Available Monies consisting solely of (i) any passenger facility charges deposited with the Trustee for that Fiscal Year, and (ii) any other monies received by the City in the immediately prior Fiscal Year and deposited with the Trustee no later than the last day of the immediately prior Fiscal Year, will be at least sufficient:

(i) to provide for the payment of Operation and Maintenance Expenses for the Fiscal Year; and

(ii) to provide one (1) times Aggregate First, Second and Third Lien Debt Service for the Bond Year commencing during that Fiscal Year reduced by any amount held by the Trustee for disbursement during the Bond Year to pay the principal of and interest on First, Second or Third Lien Obligations.

(c) If during any Fiscal Year, Revenues and other funds are estimated to produce less than the amount required under paragraph (a) or (b) of this section, the City shall revise its Airport rentals, fees and charges or alter its methods of operation or take other action in such manner as is necessary to produce the amount so required in such Fiscal Year.

(d) Within ninety (90) days after the end of each Fiscal Year, the City shall furnish to the Trustee calculations of the coverage required under paragraphs (a) and (b) of this section certified by the City Comptroller.

(e) If either calculation specified in paragraph (d) of this section for any Fiscal Year indicates that the City has not satisfied its obligations under paragraph (a) or (b) of this section then as soon as practicable, but in any event no later than forty-five (45) days after the receipt by the Trustee of such calculation, the City shall employ an Independent Airport Consultant to review and analyze the financial status and the administration and operation of the Airport and to submit to the City, within forty-five (45) days after employment of the Independent Airport Consultant, a written report on the same, including the action which the Independent Airport Consultant recommends should be taken by the City with respect to the revision of its Airport rentals, fees and charges, alteration of its methods of operation or the taking of other action that is projected to result in producing the amount so required in the then current Fiscal Year or, if less, the maximum amount deemed feasible by the Independent Airport Consultant. Within sixty (60) days following its receipt of the recommendations, the City shall, after giving due consideration to the recommendations, revise its Airport rental fees and charges or alter its methods of operation, which revisions or alterations need not comply with the Independent Airport Consultant's recommendations so long as any revisions or alterations are projected by the City to result in compliance with paragraphs (a) and (b) above. The City shall transmit copies of the Independent Airport Consultant's recommendations to the Trustee and to each Owner who has requested the same.

(f) If at any time and as long as the City is in full compliance with the provisions

of paragraphs (c), (d) and (e) of this Section 404, there shall be no Event of Default under this Indenture as a consequence of the City's failure to satisfy the covenants contained in paragraphs (a) or (b) of this Section 404 during such period.

(g) If all or any portion of an outstanding series of Third Lien Obligations constitute Balloon Maturities, then for purposes of determining Annual Third Lien Debt Service each maturity that constitutes a Balloon Maturity shall, unless otherwise provided in the Supplemental Indenture pursuant to which such Third Lien Obligations are authorized or unless paragraph (h) of this section then applies to such maturity, be treated as if it were amortized over a term of not more than thirty (30) years and with substantially level annual debt service funding payments commencing not later than the year following the year in which the indebtedness that includes such Balloon Maturity was originally issued and extending not later than thirty (30) years from the date the indebtedness that includes such Balloon Maturity was originally issued; the interest rate used for such computation shall be that rate quoted in the *Bond Buyer 25 Revenue Bond Index* for the last week of the month preceding the date of calculation as published by the *Bond Buyer*, or if that index is no longer published, another similar index designated by an Authorized Officer, taking into consideration whether such Third Lien Obligations bear interest which is or is not excluded from gross income for federal income tax purposes;

(h) Any maturity of Third Lien Obligations that constitutes a Balloon Maturity as described in paragraph (g) of this section and for which the stated maturity date occurs within twelve (12) months from the date such calculation of Annual Third Lien Debt Service is made, shall be assumed to become due and payable on the stated maturity date, and paragraph (g) above shall not apply thereto, unless there is delivered to the entity making the calculation of Annual Third Lien Debt Service a Certificate of the City stating (i) that the City intends to refinance such maturity, (ii) the probable terms of such refinancing and (iii) that the debt capacity of the Airport is sufficient to successfully complete such refinancing; upon the receipt of such Certificate, such Balloon Maturity shall be assumed to be refinanced in accordance with the probable terms set out in such Certificate and such terms shall be used for purposes of calculating Annual Third Lien Debt Service; provided that such assumption shall not result in an interest rate lower than that which would be assumed under paragraph (g) above and shall be amortized over a term of not more than thirty (30) years from the expected date of refinancing.

Section 405. Against Pledge Of Revenues.

The City covenants not to issue any bonds, notes or other evidences of indebtedness secured by the pledge contained in Section 204, other than the Third Lien Obligations, and covenants not to create or cause to be created any lien or charge on Revenues, or on any amounts pledged for the benefit of Owners of Third Lien Obligations under this Indenture, other than the pledge contained in

Section 204, in Section 204 of the Second Lien Indenture and in Section 204 of the General Airport Revenue Bond Ordinance; provided, however, that neither this section nor any other provision of this Indenture prevents the City (a) from issuing bonds, notes or other evidences of indebtedness payable out of, or secured by a pledge of, Revenues to be derived on and after the date of the pledge contained in Section 204 hereof is discharged and satisfied as provided in Section 1101, or (b) from issuing bonds, notes or other evidences of indebtedness (including bonds, notes or other evidences of indebtedness evidencing loans made by the City to the Airport) which are payable out of, or secured by, the pledge of amounts which may be withdrawn from the Junior Lien Obligation Debt Service Fund so long as the pledge is expressly junior and subordinate to the pledge contained in Section 204, including, but not limited to, CP Notes without limit as to nature or amount, pursuant to one (1) or more CP Indentures.

Section 406. Offices For Servicing Third Lien Obligations.

The City covenants at all times to maintain one (1) or more agencies in the City of Chicago, Illinois, or the City of New York, New York, where Third Lien Obligations of any Series may be presented for payment, where Third Lien Obligations of any Series may be presented for registration, registration of transfer or exchange to the extent and in the manner specified in the Supplemental Indenture creating the Series, and where notices, demands and other documents may be served upon the City in respect of the Third Lien Obligations of any Series or of this Indenture. The City hereby appoints the Trustee an agent for the registration, registration of transfer or exchange of Third Lien Obligations of any Series and for the service upon the City of such notices, demands and other documents. The City hereby appoints, and authorizes the Trustee to appoint as provided in Section 1002, each Paying Agent as an agent to maintain such agencies for the payment or redemption of Third Lien Obligations of any Series.

Section 407. Insurance.

The City covenants to maintain, or cause to be maintained, insurance with respect to the Airport against casualties and contingencies and in amounts not less than the City determines is reasonably prudent under the circumstances. In lieu of the insurance so required, the City may self-insure against any casualties and contingencies if determined by the City to be reasonably prudent to do so.

Section 408. Use Of Insurance Proceeds.

If the Airport, or any portion of it, is substantially damaged or destroyed by fire or other casualty, the City covenants to deposit with the First Lien Trustee the net proceeds of any insurance received with respect thereto for application by the First

Lien Trustee in the manner provided in Section 708 of the General Airport Revenue Bond Ordinance or, if no First Lien Bonds are outstanding, as may be required under any resolution, ordinance, indenture or trust agreement adopted or entered into pursuant to Section 204.

Section 409. Annual Audit.

The City covenants that it will, within two hundred ten (210) days after the close of each Fiscal Year, furnish the Trustee with a copy of an annual audit report, prepared in accordance with generally accepted accounting principles and certified by an Independent Accountant, covering the operation of the Airport for the Fiscal Year. The audit must contain a calculation based on actual data enabling the Independent Accountant to certify that the covenant contained in Section 404 has been satisfied with respect to that Fiscal Year.

Section 410. Power To Issue Third Lien Obligations And Make Pledge Contained In Section 204.

The City is duly authorized under all applicable laws to issue the Third Lien Obligations, to execute, deliver and perform its obligations under this Indenture and to make the pledge contained in Section 204 hereof in the manner and to the extent provided. Except as otherwise stated in Section 405, the Junior Lien Revenues, Third Lien Revenues and monies and securities so pledged are and will be free and clear of any pledge, lien, charge or encumbrance of them or with respect to them, before, or of equal rank with, the pledge contained in Section 204 and all corporate or other action on the part of the City to that end has been and will be duly and validly taken. The Third Lien Obligations and the provisions of this Indenture are and will be valid and legally enforceable limited obligations of the City in accordance with their terms and the terms of this Indenture. The City must at all times, to the extent permitted by law, defend, preserve and protect the pledge contained in Section 204 and all the rights of the Owners of the Third Lien Obligations under this Indenture against all claims and demands.

Section 411. Further Assurances.

The City covenants that it will make or adopt and execute, or cause to be made, adopted and executed, any and all such further ordinances, acts, deeds, conveyances, assignments or assurances as may be reasonably required for effectuating the intention of this Indenture, and for the better assuring and confirming unto the Owners of the Third Lien Obligations of the rights and benefits provided in this Indenture or any Supplemental Indenture.

Section 412. Tax Covenants.

(a) The City covenants not to take any action or omit to take any action which is lawful and within its power to take, and which, if taken or omitted, (i) would cause interest on Third Lien Obligations issued on a tax-exempt basis to be includable in gross income of their Owners for federal income tax purposes other than an Owner who is a "substantial user" or "related person" within the meaning of such terms as defined in Section 147(a) of the Code, or (ii) would cause interest on any Third Lien Obligations to become subject to any alternate minimum tax if those Third Lien Obligations were not issued on that basis.

(b) The City further covenants that it will not take any action or omit to take any action with respect to the investment of the proceeds of any Series or with respect to Revenues which would result in causing Third Lien Obligations of any Series issued on a tax-exempt basis to constitute "arbitrage bonds" within the meaning of such term as defined in Section 148 of the Code.

(c) In furtherance of the foregoing, the Trustee must, at the request of the City set forth in a Certificate, (i) cause the monies on deposit in any Fund or Account to be invested subject to such yield restrictions as are set forth in the Certificate and (ii) subject to any restrictions set forth in any Supplemental Indenture with respect to the use or application of monies on deposit in any Fund or Account, transfer the monies on deposit in any Fund, Account, Sub-fund or Sub-account to such other Fund, Account, Sub-fund or Sub-account or to the First Lien Trustee for deposit into the Revenue Fund or the Construction Fund, as are directed in the Certificate.

Section 413. Restrictions On Sale Or Transfer Of Airport.

(a) The sale, conveyance, mortgage, encumbrance or other disposition, directly or indirectly, of all or substantially all of the Airport or the transfer, directly or indirectly, of control, management or oversight, or any material aspect of control, management or oversight, of the Airport, whether of its properties, interests, operations expenditures, revenues, (including, without limit, Revenues, Junior Lien Revenues or the proceeds of any passenger facility charge or similar charge) or otherwise (any of the foregoing being referred to for purposes of this Section 413 as a "transfer") shall not occur unless and until all of the following conditions shall have been met:

(i) such transfer shall have been approved in writing by the Mayor of the City and by the City Council at a meeting duly called for such purpose;

(ii) evidence shall have been obtained in writing confirming that such transfer shall not adversely effect any rating on Third Lien Obligations issued by any Rating Agency;

(iii) a Certificate shall have been received from an Independent Airport Consultant, certifying that, in each calendar year during the five (5) year period commencing after the calendar year in which such transfer occurs, Revenues together with any cash balance held in the Revenue Fund held under the General Airport Revenue Bond Ordinance on the first (1st) day of such calendar year not then required to be deposited in any fund or account (or subaccount thereof) other than the Revenue Fund held under the General Airport Revenue Bond Ordinance, and investment earnings for each such calendar year on monies held in the funds and accounts held pursuant to this Indenture to the extent that such earnings are not required hereby to be transferred to any Construction Fund, shall equal an amount not less than the amount required to satisfy the covenant set forth in Section 404 hereof; provided, however, for purposes of the Certificate "one and fifty-hundredths (1.50) times" shall be substituted for "one and ten-hundredths (1.10) times" in paragraph (a)(ii)(B) of Section 404;

(iv) written consent to such transfer shall have been received from the Owners of all Airport Obligations then Outstanding;

(v) written consent to such transfer shall have been received from the Trustee;

(vi) written consent to such transfer shall have been received from each bond insurer and each provider of any letter of credit or surety bond supporting Airport Obligations;

(vii) written consent to such transfer shall have been received from the Chicago-Gary Regional Airport Authority pursuant to Section 10-20 of the Compact Between the City and the City of Gary dated April 15, 1995 Relating to the Establishment of the Chicago-Gary Regional Airport Authority; and

(viii) there shall be deposited with the Trustee for the benefit of the Owners of all then Outstanding Airport Obligations a letter of credit, surety bond or Qualified Investments in the full amount of the then Outstanding Airport Obligations, such letter of credit or surety bond to have a credit rating of not less than either of the two (2) highest rating categories by each Rating Agency; provided, however, that no revenues (including, without limit, Revenues, Junior Lien revenues or the proceeds of any passenger facility charge or similar charge) shall be pledged, or in any way used, to secure any such letter of credit or surety bond.

(b) For purposes of Section 901(c) hereof, the performance of this covenant shall be deemed to be material to the Owners of Third Lien Obligations.

Section 414. Additional Second Lien Obligations.

The City covenants and agrees not to issue any additional Second Lien Obligations pursuant to the Second Lien Indenture other than Second Lien Section 208 Obligations, Second Lien Obligations issued as provided in Section 210 and Second Lien Obligations issued for the purpose of refunding Second Lien Obligations pursuant to the Second Lien Indenture.

Section 415. Additional First Lien Bonds.

The City reserves the right to covenant and agree in a Supplemental Indenture for the benefit of Owners of Third Lien Obligations not to issue any additional First Lien Bonds pursuant to the General Airport Revenue Bond Ordinance other than First Lien Bonds issued for the purpose of refunding First Lien Bonds pursuant to the General Airport Revenue Bond Ordinance.

Article V.

Administration Of Airport.

Section 501. Management.

The City covenants that in order to assure the efficient management and operation of the Airport and to assure the Owners of the Third Lien Obligations that the Airport will be economically and efficiently operated on the basis of sound business principles, it will operate and maintain the Airport under the direction of the Commissioner of Aviation. The City will not take, or allow any other person to take, any action which would cause the Administrator of the Federal Aviation Administration, Department of Transportation, or any successor to the powers and authority of the Administrator, to suspend or revoke the Airport's airport operating certificate issued under the Federal Aviation Act of 1958, or any successor statute. The City will comply with all valid acts, rules, regulations, orders and directives of any governmental, legislative, executive, administrative or judicial body applicable to the Airport, unless the City contests them in good faith, all to the end that the Airport will remain operational at all times.

Section 502. Operations And Maintenance Of Airport.

The City covenants that it will use its best efforts to see that the Airport is at all times operated and maintained in an efficient operating condition; and such repairs

are to be made to the Airport as are necessary or appropriate in the prudent management of the Airport to insure its economic and efficient operation at all times. The City covenants to cause all rentals, rates and other charges for the use and operation of the Airport and for certain services rendered by the City in the operation of the Airport to be collected when and as due and covenants to prescribe and enforce rules and regulations for their payment and for the consequences of their nonpayment. The City covenants, out of Revenues, from time to time, duly to pay and discharge, or cause to be paid and discharged, any taxes, assessments or other governmental charges lawfully imposed upon the Airport or upon any part of it, or upon the Revenues, when then become due, as well as any lawful claim for labor, materials, or supplies which, if unpaid, might by law become a lien or charge upon the Airport, or which might impair the security of the Third lien Obligations.

Section 503. Maintenance Of Powers.

The City covenants that it will at all times use reasonable efforts to keep the Airport open for landings and takeoffs of aircraft of any type using facilities similar to those at the Airport and to maintain the powers, functions, duties and obligations now reposed in it pursuant to law, and will not at any time voluntarily do, suffer or permit any act or thing the effect of which would be to hinder, delay or imperil either the payment of the indebtedness evidenced by any of the Third Lien Obligations or the performance or observance of any of the covenants contained in this Indenture.

Section 504. Airport Budget.

The City must prepare before the beginning of each Fiscal Year an annual budget for the Airport setting forth for that Fiscal Year in reasonable detail, among other things, estimated Revenues and Operation and Maintenance Expenses. The budget must be prepared in accordance with applicable law and must be made available to the City Council in sufficient time for it to act thereon as required by law.

Section 505. Leases And Concessions.

The City has the right for any term of years to let to any person, firm or corporation, or grant concessions or privileges in, any land of the Airport or any building or structure on the land for any purpose necessary or incidental to the operation of the Airport.

*Article VI.**Special Facilities.*

Section 601. Construction, Installation And Acquisition Of Special Facilities.

The construction, installation and acquisition of Special Facilities is hereby authorized under and pursuant to the terms and conditions set forth below in this article.

Section 602. Authorization.

Before any Special Facility is constructed, installed or acquired, the City Council must adopt an ordinance or resolution describing in reasonable detail, sufficient for its identification, the Special Facility to be constructed, installed or acquired, and before any Special Facility Revenue Bonds are issued, the City Council must likewise adopt an ordinance or resolution authorizing the issuance of Special Facility Revenue Bonds to finance the cost of construction, installation or acquisition of the Special Facility and prescribing the rights, duties, remedies, and obligations of the City and the holders, from time to time, of the Special Facility Revenue Bonds.

Section 603. Special Facility Revenue Bonds.

The Special Facility Revenue Bonds authorized by the ordinance or resolution referred to in Section 602 must be revenue bonds payable solely from rentals or other amounts derived under and pursuant to a Special Facility Financing Arrangement, and may be issued by the City notwithstanding the limitations, restrictions and conditions contained in this Indenture relating to the issuance of Third Lien Obligations.

*Article VII.**Supplemental Indentures.*

Section 701. Supplemental Indenture Effective Upon Execution By The Trustee.

For any one (1) or more of the following purposes and at any time or from time to

time, a Supplemental Indenture may be authorized by an ordinance adopted by the City Council, which, upon the filing with the Trustee of a copy of the ordinance certified by the City Clerk and the execution and delivery of the Supplemental Indenture by the City and the Trustee, is fully effective in accordance with its terms:

(a) to close this Indenture against, or provide limitations and restrictions in addition to the limitations and restrictions contained in this Indenture on, the issuance of Third Lien Obligations or other evidences of indebtedness;

(b) to add to the covenants and agreements of the City in this Indenture other covenants and agreements to be observed by the City which are not contrary to or inconsistent with this Indenture as theretofore in effect;

(c) to add to the limitations and restrictions in this Indenture other limitations and restrictions to be observed by the City which are not contrary to or inconsistent with this Indenture as theretofore in effect;

(d) to surrender any right, power or privilege reserved to or conferred upon the City by the terms of this Indenture, but only if the surrender of the right, power or privilege is not contrary to or inconsistent with the covenants and agreements of the City contained in this Indenture;

(e) to create a Series of Third Lien Obligations and, in connection therewith, to specify and determine the matters and things referred to in Section 205 and also any other matters and things relative to the Third Lien Obligations which are not contrary to or inconsistent with this Indenture as theretofore in effect, or to amend, modify or rescind any such authorization, specification or determination at any time before the first (1st) issuance of the Third Lien Obligations;

(f) to confirm, as further assurance, the pledge under Section 204, and the subjection of additional revenues properties and collateral to any lien, claim or pledge created or to be created by, this Indenture;

(g) to effect the provisions of Section 415 relating to the issuance of additional First Lien Bonds; and

(h) to modify any of the provisions of this Indenture in any respect whatever, but only if (i) the modification is, and is expressed to be, effective only after all Third Lien Obligations Outstanding at the date of the execution and delivery of the Supplemental Indenture cease to be Outstanding, and (ii) the Supplemental Indenture is specifically referred to in the text of all Third Lien Obligations issued after the date of the execution and delivery of the Supplemental Indenture and of Third Lien Obligations issued in exchange therefor or in place of it.

Section 702. Supplemental Indentures Effective Upon Consent Of Trustee.

(a) For any one (1) or more of the following purposes and at any time or from time to time, a Supplemental Indenture may be authorized by an ordinance adopted by the City Council which, upon (i) the filing with the Trustee of a copy of the ordinance certified by the City Clerk, (ii) the filing with the Trustee and the City of an instrument in writing made by the Trustee consenting thereto and (iii) the execution and delivery of the Supplemental Indenture by the City and the Trustee, is fully effective in accordance with its terms:

(A) to cure any ambiguity, supply any omission, or cure or correct any defect or inconsistent provision in this Indenture;

(B) to insert such provisions clarifying matters or questions arising under this Indenture as are necessary or desirable and are not contrary to or inconsistent with this Indenture as theretofore in effect; or

(C) to provide additional duties of the Trustee under this Indenture.

(b) Any such Supplemental Indenture may also contain one (1) or more of the purposes specified in Section 701, and in that event, the consent of the Trustee required by this section is applicable only to those provisions of such Supplemental Indenture as contain one (1) or more of the purposes set forth in subsection (a) of this section.

Section 703. Supplemental Indentures Effective With Consent Of Owners Of Third Lien Obligations.

At any time or from time to time, a Supplemental Indenture may be authorized by an ordinance adopted by the City Council, subject to consent by the Owners of Third Lien Obligations in accordance with and subject to the provisions of Article VIII, which Supplemental Indenture, upon the filing with the Trustee of a copy of the ordinance certified by the City Clerk, upon compliance with the provisions of Article VIII, and upon execution and delivery of the Supplemental Indenture by the City and the Trustee, becomes fully effective in accordance with its terms.

Section 704. General Provisions.

(a) This Indenture must not be modified or amended in any respect except as provided in and in accordance with and subject to the provisions of this article and Article VIII. Nothing in this article or Article VIII contained affects or limits the right or obligation of the City to adopt, make, do, execute, acknowledge or deliver any

ordinance, resolution, act or other instrument pursuant to the provisions of Section 411 or the right or obligation of the City to execute and deliver to any Fiduciary any instrument which elsewhere in this Indenture it is provided must be delivered to the Fiduciary.

(b) Any ordinance authorizing a Supplemental Indenture referred to and permitted or authorized by Sections 701 and 702 may be adopted by the City Council without the consent of any of the Owners of Third Lien Obligations, but the Supplemental Indenture must be executed and delivered by the City and the Trustee and must become effective only on the conditions, to the extent and at the time provided in those sections, respectively. Every Supplemental Indenture delivered to the Trustee for execution must be accompanied by a Counsel's Opinion stating that the Supplemental Indenture has been duly and lawfully authorized by the City Council and executed by the City in accordance with the provisions of this Indenture, is authorized or permitted by this Indenture, and will, when executed and delivered by the Trustee, be valid and binding upon the City and enforceable in accordance with its terms.

(c) The Trustee is hereby authorized to enter into, execute and deliver any Supplemental Indenture referred to and permitted or authorized by Section 701, 702 or 703 and to make all further agreements and stipulations which may be contained in the Supplemental Indenture, and the Trustee, in taking such action, is fully protected in relying on, an opinion of counsel (which may be a Counsel's Opinion) that the Supplemental Indenture is authorized or permitted by the provisions of this Indenture.

(d) No Supplemental Indenture may change or modify any of the rights or obligations of any Fiduciary without its written assent thereto.

Article VIII.

Amendments.

Section 801. Mailing Of Notice Of Amendment.

Any provision in this article for the mailing of a notice or other paper to Owners of Third Lien Obligations will be fully complied with if it is mailed postage prepaid only (i) to each Owner of then Outstanding Third Lien Obligations at his address, if any, appearing upon the registration books maintained by the City at the principal corporate trust office of the Trustee or, in the case of Third Lien Section 208 Obligations, set forth in the instrument creating them and (ii) to the Trustee.

Section 802. Powers Of Amendment.

(a) Subject to the provisions of subsection (b) below, any modification or amendment of this Indenture or of any Supplemental Indenture, or of the rights and obligations of the City and of the Owners of the Third Lien Obligations, in particular, may be made by a Supplemental Indenture, with the written consent given as provided in Section 803,

(i) of the Owners of more than fifty percent (50%) in principal amount of the Third Lien Obligations Outstanding at the time the consent is given,

(ii) in case less than all of the several Series of then Outstanding Series of Third Lien Obligations are affected by the modification or amendment, of the Owners of more than fifty percent (50%) in principal amount of the then Outstanding Third Lien Obligations of each Series so affected,

(iii) in case any Third Lien Section 208 Obligations are affected by the modification or amendment, of the Owners of the Third Lien Section 208 Obligations so affected, and

(iv) in case the modification or amendment changes the terms of any Sinking Fund Payment, of the holders of more than fifty percent (50%) in principal amount of the then Outstanding Third Lien Obligations of the particular Series and maturity entitled to such Sinking Fund Payment, but only if permitted under paragraph (b) below.

(b) If the modification or amendment will, by its terms, not take effect so long as any Third Lien Obligations of any specified like Series and maturity or any specified Third Lien Section 208 Obligations remain Outstanding, the consent of the Owners of those Third Lien Obligations are not required and those Third Lien Obligations are not deemed to be outstanding for the purpose of any calculation of Outstanding Third Lien Obligations under this section. No such modification or amendment may permit to change in the terms of redemption or maturity of the principal of any Outstanding Third Lien Obligation (including any redemption as a result of Sinking Fund Payments) or of any installment of interest on it without the consent of the owner of the Third Lien Obligation, or may reduce the percentage or otherwise affect the classes of Third Lien Obligations the consent of the Owners of which is required to effect any such modification or amendment, or may change or modify any of the rights or obligations of any Fiduciary without its written assent to the change or modification. For the purposes of this section, a Series or any specified Third Lien Section 208 Obligation is deemed to be affected by a modification or amendment of this Indenture if it adversely affects or diminishes the rights of the Owners of Third Lien Obligations of the Series or of the Third Lien Section 208 Obligations. The Trustee may in its discretion determine whether or not in accordance with the foregoing powers of amendment Third Lien Obligations of any particular Series or

maturity or particular Third Lien Section 208 Obligations would be affected by any modification or amendment of this Indenture, and any such determination is binding and conclusive on the City and all Owners of Third Lien Obligations.

Section 803. Consent Of Owners Of Third Lien Obligations.

(a) The city may at any time authorize a Supplemental Indenture making a modification or amendment permitted by the provisions of Section 802, to take effect when and as provided in this section. A copy of the Supplemental Indenture (or brief summary of it or reference thereto in form approved by the Trustee), together with a request to the owners of the Third Lien Obligations for their consent thereto in form satisfactory to the Trustee, must be mailed by the City to the Owners of the Third Lien Obligations (but failure to mail the copy and request does not affect the validity of the Supplemental Indenture when consented to as in this section provided). The Supplemental Indenture is not effective unless and until there have been filed with the Trustee (i) the written consents of Owners of the percentage of Outstanding Third Lien Obligations specified in Section 802 and (ii) a Counsel's Opinion stating that the Supplemental Indenture has been duly and lawfully executed and delivered by the City and the Trustee in accordance with the provisions of this Indenture, is authorized or permitted hereby and is valid and binding upon the City and enforceable in accordance with its terms.

(b) The consent of an Owner of a Third Lien Obligation to any modification or amendment is effective only if accompanied by proof of the ownership, at the date of the consent of the Third Lien Obligation with respect to which the consent is given, which proof must be such as is permitted by Section 1015. A Certificate or Certificates signed by the Trustee filed with the Trustee that it has examined the proof and that the proof is sufficient in accordance with Section 1015 is conclusive that the consents have been given by the Owners of the Third Lien Obligations described in the Certificate or Certificates. Any such consent is binding upon the Owner of the Third Lien Obligation giving the consent and upon any subsequent Owner of the Third Lien Obligation and of any Third Lien Obligation issued in exchange for it (whether or not the subsequent Owner of it has notice of the consent) unless the consent is revoked in writing by the Owner of the Third Lien Obligation giving the consent or a subsequent Owner of it by filing the revocation with the Trustee, before the time when the written statement of the Trustee provided for later in this section is filed. The fact that a consent has not been revoked may likewise be proved by a Certificate of the Trustee filed with the Trustee to the effect that no revocation of the consent is on file with the Trustee.

(c) At any time after the Owner of the required percentages of Third Lien Obligations have filed their consents to the Supplemental Indenture, the Trustee must make the file with the City and the Trustee a written statement that the Owners of the required percentages of Third Lien Obligations have filed their consents. The written statement is conclusive that the consents have been so filed.

At any time thereafter notice, stating in substance that the Supplemental Indenture (which may be referred to as a Supplemental Indenture entered into by the City and the Trustee as of a stated date, a copy of which is on file with the Trustee) has been consented to by the Owners of the required percentages of Third Lien Obligations and will be effective as provided in this section, must be given to the Owners by the City by mailing the notice to the Owners of the Third Lien Obligations. The failure to mail the notice does not prevent the Supplemental Indenture from becoming effective and binding as provided in this section not more than ninety (90) days after the Owners of the required percentages of Third Lien Obligations have filed their consents to the Supplemental Indenture and the written statement of the Trustee provided for above is filed. The City must file with the Trustee proof of the mailing of the notice. A record, consisting of the papers required or permitted by this section to be filed with the Trustee, is proof of the matters stated in it. The Supplemental Indenture making the amendment or modification is deemed conclusively binding upon the Fiduciaries and the Owners of all Third Lien Obligations at the expiration of forty (40) days after the filing with the Trustee of proof of the mailing of the last mentioned notice, except in the event of a final decree of a court of competent jurisdiction setting aside the Supplemental Indenture in a legal action or equitable proceeding for that purpose commenced within the forty (40) day period. Any Fiduciary and the City, however, during the forty (40) day period and any such period during which any such action or proceeding may be pending are entitled in their absolute discretion to take such action, or to refrain from taking such action, with respect to the Supplemental Indenture as they may deem expedient.

Section 804. Modification By Unanimous Consent.

The terms and provisions of this Indenture and the rights and obligations of the City and of the Owners of the Third Lien Obligations under this Indenture may be modified or amended in any respect upon the consent of the Owners of all the then Outstanding Third Lien Obligations to the execution and delivery of the Supplemental Indenture, the consent to be given as provided in Section 803, but no notice to the Owners of the Third Lien Obligations is required. No such modification or amendment changes or modifies any of the rights or obligations of any Fiduciary without the filing with the Trustee of the written assent thereto of the Fiduciary in addition to the consent of the Owners of the Third Lien Obligations.

Section 805. Exclusion Of Third Lien Obligations.

Third Lien Obligations incurred pursuant to Section 208 or Section 209 are not deemed Third Lien Obligations for the purpose of consent or other action or any calculation of Outstanding Third Lien Obligations provided for in this article unless otherwise provided in the agreement or instrument creating specific Section 208 Obligations or Section 209 Obligations. Third Lien Obligations owned by or for the

account of the City are not deemed Outstanding for the purpose of consent or other action or any calculation of Outstanding Third Lien Obligations provided for in this article, and the City is not to be entitled with respect to the Third Lien Obligations to give any consent or take any other action provided for in this article. At the time of any consent or other action taken under this article, the City must furnish the Trustee with a Certificate upon which the Trustee may rely, describing all Third Lien Obligations so to be excluded.

Section 806. Notation On Third Lien Obligations.

Third Lien Obligations authenticated and delivered after the effective date of any action taken as in Article VII or this article provided may, and, if the Trustee so determines, must bear a notation by endorsement or otherwise in form approved by the City and the Trustee as to the action, and in that case upon demand of the Owner of any Third Lien Obligation Outstanding at the effective date and presentation of the Owner's Third Lien Obligation for the purpose at the principal office of the Trustee, or upon any exchange or registration of transfer of any Third Lien Obligation Outstanding at the effective date, suitable notation must be made on the Third Lien Obligation or upon any Third Lien Obligation issued upon any such exchange or registration of transfer by the Trustee as to any such action. If the City or the Trustee so determines, new Third Lien obligations so modified as in the opinion of the Trustee and the City to conform to the action must be prepared, authenticated and delivered, and upon demand of the holder of any Third Lien Obligation then Outstanding must be exchanged, without cost to the Owner, for Third Lien Obligations of the same Series and maturity then Outstanding, upon surrender of Third Lien Obligations.

Article IX.

Default And Remedies.

Section 901. Event Of Default.

Each of the following events of default is hereby declared an "Event of Default":

- (a) payment of the principal or Redemption Price, if any, of any Third Lien Obligation is not made when and as it becomes due, whether at maturity or upon call for redemption or otherwise;
- (b) payment of any installment of interest on any Third Lien Obligations is not made when it becomes due;

(c) the City fails or refuses to comply with the provisions of this Indenture, or defaults in the performance or observance of any the covenants, agreements or conditions on its part contained in this Indenture or the Third Lien Obligations, which materially affects the rights of the Owners of the Third Lien Obligations, and the failure, refusal or default continues for a period of forty-five (45) days after written notice of it by the Trustee or the Owners of not less than twenty-five percent (25%) in principal amount of the Outstanding Third Lien Obligations; provided, however, that in the case of any such default which can be cured by due diligence but which cannot be cured within the forty-five (45) day period, the time to cure is extended for such period as may be necessary to remedy the default with all due diligence; or

(d) an event of default occurs and is continuing under the provisions of any Supplemental Indenture.

Section 902. Remedies.

(a) Upon the happening and continuance of any Event of Default specified in paragraph (a) or (b) of Section 901, the Trustee must proceed, or upon the happening and continuance of any Event of Default Paragraph (c) or (d) of Section 901, the Trustee may proceed, and upon the written request of the Owners of not less than twenty-five percent (25%) in principal amount of the Outstanding Third Lien Obligations, must proceed, in its own name, subject to the provisions of this section, to protect and enforce its rights and the rights of the Owners of the Third Lien Obligations by such of the following remedies or any additional remedies specified in one (1) or more Supplemental Indentures with respect to a particular Series as the Trustee, being advised by counsel, deems most effectual to protect and enforce such rights:

(i) by mandamus or other suit, action or proceeding at law or in equity, to enforce all rights of the Owners of the Third Lien Obligations, including the right to require the City to receive and collect Revenues adequate to carry out the covenants and agreements as to those Revenues and the pledge contained in Section 204, and to require the City to carry out any other covenant or agreement with the Owners of the Third Lien Obligations and to perform its duties under this Indenture;

(ii) by bringing suit upon the Third Lien Obligations;

(iii) by action or suit in equity, require the City to account as if it were the trustee of any express trust for the owners of the Third Lien Obligations; or

(iv) by action or suit in equity, enjoin any acts or things which may be unlawful or in violation of the rights of the Owners of the Third Lien Obligations.

(b) In the enforcement of any rights and remedies under this Indenture, the Trustee is entitled to sue for, enforce payment on and receive any and all amounts then or during any default becoming, and at any time remaining, due from the City, but only out of monies pledged as security for the Third Lien Obligations for principal, Redemption Price, interest or otherwise, under any provision of this Indenture or any supplemental Indenture or of the Third Lien Obligations, and unpaid, with interest on over due payments at the rate or rates of interest specified in the Third Lien Obligations, together with any and all costs and expenses of collection and of all proceedings under this Indenture and under the Third Lien Obligations without prejudice to any other right or remedy of the Trustee or of the Owners of the Third Lien Obligations, and to recover and enforce a judgment or decree against the City for any portion of the amounts remaining unpaid, with interest, costs and expenses, and to collect from any monies available under this Indenture for such purpose, in any manner provided by law, the monies adjudged or decreed to be payable.

Section 903. Priority Of Payments After Default.

(a) If upon the happening and continuance of any Event of Default, the monies held by any Fiduciary is insufficient for the payment of principal or Redemption Price, if any, and interest then due on the Third Lien Obligations, those monies (other than monies held for the payment or redemption of particular Third Lien Obligations which have theretofore become due at maturity or by call for redemption) and any other monies received or collected by the Trustee acting pursuant to this Article, after making provision for the payment of any expenses necessary in the opinion of the Trustee to protect the interests of the Owners of the Third Lien Obligations and for the payment of the charges and expenses and liabilities incurred and advances made by any Fiduciary in the performance of its duties under this indenture, must, except as otherwise provided with respect to monies held for the exclusive benefit of Third Lien Obligations of a particular Series or particular Third Lien Section 208 Obligations under the provisions of a Supplemental Indenture, be applied as follows:

First, to the payment or the persons entitled thereto of all installments of interest then due in the order of the maturity of those installments, and, if the amount available is not sufficient to pay in full any installment, then to the payment of it ratably, according to the amounts due on the installment, to the persons entitled thereto, without any discrimination or preference; and

Second, to the payment to the persons entitled thereto of the unpaid principal or Redemption Price of any Third Lien Obligations which have become due, whether at maturity or by call for redemption, in the order of their due dates with interest on those Third Lien Obligations from the respective dates upon which the principal or Redemption Price became due at the rate borne by the Third Lien

Obligations and, if the amounts available are insufficient to pay in full all the Third Lien Obligations due on any date, then to the payment of them ratably, according to the amounts of principal or Redemption Price, if any, due on that date, to the persons entitled thereto, without any discrimination or preference.

(b) Whenever monies are to be applied by the Trustee pursuant to the provisions of this section, those monies must be applied by the Trustee at such times, and from time to time, as the Trustee in its sole discretion determines, having due regard to the amount of those monies available for application and the likelihood of additional monies becoming available for such application in the future. The deposit of those monies with the Paying Agents, or otherwise setting aside those monies in trust for the proper purpose, constitute proper application by the Trustee, and the Trustee incurs no liability whatsoever to the City, to the Owner of any Third Lien Obligation or to any other person for any delay in applying any such monies, so long as the Trustee acts with reasonable diligence, having due regard for the circumstances, and ultimately applies them in accordance with such provisions of this Indenture as may be applicable at the time of application by the Trustee. Whenever the Trustee exercises such discretion in applying such monies, it must fix the date (which must be a Payment Date unless the Trustee deems another date more suitable) upon which the application is to be made and upon that date interest on the amount of principal to be paid on the date must cease to accrue. The Trustee must give such notice as it may deem appropriate of the fixing of any such date. The Trustee is not required to make payment to the Owner of any unpaid Third Lien Obligation unless the Third Lien Obligation is presented to the Trustee for appropriate endorsement or for cancellation if fully paid.

Section 904. Termination Of Proceedings.

In case any proceedings taken by the Trustee on account of any Event of Default shall have been discontinued or abandoned for any reason, then in every such case the City, the Trustee and the Owners of the Third Lien Obligations will be restored to their former positions and rights under this Indenture, respectively, and all rights, remedies, powers and duties of the Trustee continue as though no such proceeding had been taken.

Section 905. Direction Of Proceedings By Owners Of Third Lien Obligations.

Anything in this Indenture to the contrary notwithstanding, the Owners of the majority in principal amount of the Third Lien Obligations then Outstanding have the right, by an instrument or concurrent instruments in writing executed and delivered to the Trustee, to direct the method of conducting all remedial proceedings to be taken by the Trustee under this Indenture, but the direction must not be otherwise than in accordance with law or the provisions of this Indenture and the

Trustee has the right to decline to follow any such direction which in the opinion of the Trustee would be unjustly prejudicial to Owners of the Third Lien Obligations not parties to the direction.

Section 906. Limitation On Rights Of Owners Of Third Lien Obligations.

(a) No Owner of any Third Lien Obligation has any right to institute any suit, action, mandamus or other proceeding in equity or at law under this Indenture, or for the protection or enforcement of any right or remedy under this Indenture or any right under law unless the Owner has given to the Trustee written notice of the Event of Default or breach of duty on account of which the suit, action or proceeding is to be taken, and unless the Owners of not less than twenty-five percent (25%) in principal amount of the Third Lien Obligations the Outstanding have made written request of the Trustee after the right to exercise such powers or right of action, as the case may be, has accrued, and have afforded the Trustee a reasonable opportunity either to proceed to exercise the powers granted in this Indenture or granted under law or to institute the action, suit or proceeding in its name and unless, also, there must have been offered to the Trustee reasonable security and indemnity against the costs, expenses and liabilities to be incurred therein or thereby, and the Trustee must have refused or neglected to comply with the request within a reasonable time; and the notification, request and offer of indemnity are hereby declared in every such case, at the option of the Trustee, to be conditions precedent to the execution of the powers under this Indenture or for any other remedy under this Indenture or under law. It is understood and intended that no one (1) or more Owners of the Third Lien Obligations hereby secured has any right in any manner whatever by the owner's or Owners' action to affect, disturb or prejudice the security of this Indenture, or to enforce any right under this Indenture or under law with respect to the Third Lien Obligations or this Indenture, except in the manner provided in this Indenture, and that all proceedings at law or in equity must be instituted, had and maintained in the manner provided in this Indenture and for the benefit of all Owners of the Outstanding Third Lien Obligations. Nothing in this article contained affects or impairs the right of the Owner of any Third Lien Obligation to enforce the payment of the principal or Redemption Price, if any, of and interest on the Owner's Third lien Obligation or the obligation of the City to pay the principal or Redemption Price, if any, of and interest on each Third Lien Obligation issued under this Indenture to its Owner at the time and place in the Third Lien Obligation, if any, expressed.

(b) Notwithstanding anything to the contrary contained in this section, or any other provision of this indenture, each Owner of any Third Lien Obligation by the Owner's acceptance of it is deemed to have agreed that any court in its discretion may require, in any suit for the enforcement of any right or remedy under this Indenture, or in any suit against the Trustee for any action taken or omitted by it as Trustee, the filing by any party litigant in the suit of an undertaking to pay the reasonable costs of the suit, and that the court may in its discretion assess

reasonable costs, including reasonable attorneys' fees, against any party litigant in any such suit, having due regard to the merits and good faith of the claims or defenses made by the party litigant; but the provisions of this paragraph do not apply to any suit instituted by the Trustee, to any suit instituted by any Owner of any Third Lien Obligation, or group of such Owners, holding at least twenty-five percent (25%) in principal amount of the Third Lien Obligations Outstanding, or to any suit instituted by the Owner of any suit instituted by the Owner of any Third Lien Obligation for the enforcement of the payment of the principal or Redemption Price of or interest on any Third Lien Obligation on or after the respective due date of it expressed in the Third Lien Obligation.

Section 907. Possession Of Third Lien Obligations By Trustee Not Required.

The Trustee may enforce all rights of action under this Indenture or under any of the Third Lien Obligations enforceable by the Trustee without the possession of any of the Third Lien Obligations or their production on the trial or other proceeding relative to them, and any such suit, action or proceeding instituted by the Trustee must be brought in its name for the benefit of all the Owners of the Third Lien Obligations, subject to the provisions of this Indenture.

Section 908. Remedies Not Exclusive.

No remedy in this Indenture conferred upon or reserved to the Trustee or to the Owners of the Third Lien Obligations by this Indenture is intended to be exclusive of any other remedy or remedies, and each and every such remedy is cumulative and is in addition to any other remedy given under this Indenture or now or later existing at law or in equity or by statute.

Section 909. No Waiver Of Default.

No delay or omission by the Trustee or by the Owner of any Third Lien Obligation to exercise any right or power accruing upon any default impairs any such right or power nor is it a waiver of any such default or any acquiescence in it and every power and remedy given by this Indenture to the Trustee and the Owners of the Third Lien Obligations, respectively, may be exercised from time to time and as often as may be deemed expedient.

Section 910. Notice To Owners Of Third Lien Obligations.

The Trustee must give the Owners of the Third Lien Obligations notice of each Event of Default under this Indenture known to the Trustee within ninety (90) days after knowledge of its occurrence, unless the Event of Default has been remedied

or cured or necessary monies provided before the giving of the notice; but, except in the case of default in the payment of the principal or Redemption Price, if any, of or interest on any of the Third Lien Obligations, the Trustee is protected in withholding the notice if and so long as the board of directors, the executive committee, or a trust committee of directors or responsible officers of the Trustee in good faith determines that the withholding of the notice is in the interests of the Owners of the Third Lien Obligations. Each such notice must be given by the Trustee by mailing written notice: (a) to all registered Owners of the Third Lien Obligations as the names and addresses of the Owners appear upon the books for registration and transfer of Third Lien Obligations as kept by the Trustee or, in the case of Section 208 Obligations, as set forth in the instrument creating them and (b) to such other persons as is required by law.

Article X.

Concerning The Fiduciaries.

Section 1001. Trustee.

The Trustee under this Indenture must be a bank, trust company or national banking association having the powers of a trust company doing business and having an office in Chicago, Illinois.

Section 1002. Appointment And Acceptance Of Duties Of Paying Agents.

(a) The City must appoint, or may by Supplemental Indenture authorize the Trustee to appoint, one (1) or more Paying Agents for the Third Lien Obligations of any Series in the Supplemental Indenture creating the Series or must appoint the Paying Agent or Paying Agents by ordinance or resolution of the City Council adopted before the issuance of the Third Lien Obligations, and may at any time or from time to time appoint or authorize the Trustee to appoint one (1) or more other Paying Agents in the manner and subject to the conditions set forth in Section 1014 for the appointment of a successor Paying Agent. The Trustee may be appointed and may act as a Paying Agent.

(b) Each Paying Agent must signify its acceptance of the duties and obligations imposed upon it by this Indenture or any Supplemental Indenture by written instrument of acceptance executed and delivered to the City and the Trustee.

(c) The principal or corporate trust offices of the Paying Agents are hereby designated as the respective agencies of the City or the Trustee, as the case may be,

for the payment of the interest on and principal or Redemption Price of the Third Lien Obligations.

Section 1003. Funds Held In Trust And Security Therefor.

All monies held by any Fiduciary, as such, at any time pursuant to the terms of this Indenture or any Supplemental Indenture must be and hereby are assigned, transferred and set over unto the Fiduciary in trust for the purposes and upon the terms and conditions of this Indenture or the Supplemental Indenture. Subject to the provisions of Section 305 as to investment of monies held under this Indenture and thereunder, all monies (not including securities) held by any Fiduciary, as such, may be deposited by the Fiduciary in its banking department, or with such other banks, trust companies or national banking associations, each having its principal place of business in the City of Chicago, as may be designated by the City and approved by the Trustee. No such funds may be deposited with any bank, trust company or national banking association, other than the Trustee, in an amount exceeding twenty-five percent (25%) of the amount which an officer of the bank, trust company or national banking association certifies to the Trustee and the City as the combined capital, surplus and undivided profits of the bank, trust company or national banking association. The Trustee and each Paying Agent must allow and credit interest on any such monies held by it at such rate as it customarily allows upon similar monies of similar size and under similar conditions or as required by law. Except as otherwise provided in Section 305(b), interest in respect of monies or on securities in any Fund, Account, Subfund or Subaccount must be credited in each case to the Fund, Account, Subfund or Subaccount in which the monies or securities are held.

Section 1004. Responsibility Of Fiduciaries.

The recitals of fact in this Indenture and in any Third Lien Obligations contained must be taken as the statements of the City and no Fiduciary assumes any responsibility for their correctness. No Fiduciary makes any representations as to the validity or sufficiency of this Indenture or any Supplemental Indenture, or of any Third Lien Obligations issued under this Indenture or thereunder, or in respect of the security afforded by this Indenture or any Supplemental Indenture, and no Fiduciary incurs any responsibility in respect of them. The Trustee or any Paying Agent is, however, responsible for its representation contained in its certificate on the Third Lien Obligations. No Fiduciary is under any responsibility or duty with respect to the application of any monies paid to the City or to any other Fiduciary. No Fiduciary is under any obligation or duty to perform any act which would involve it in expense or liability or to institute or defend any suit in respect of this Indenture, or to advance any of its own monies, unless properly indemnified. No Fiduciary is liable in connection with the performance of its duties under this Indenture except for its own negligence or default.

Section 1005. Evidence On Which Fiduciaries May Act.

Each Fiduciary is protected in acting upon any notice, resolution, request, consent, order, certificate, report, opinion, bond or other paper or document believed by it to be genuine, and to have been signed or presented by the proper party or parties. Each Fiduciary may consult with counsel, who may or may not be counsel to the City, and the opinion of the counsel will be full and complete authorization and protection in respect of any action taken or suffered by it under this Indenture in good faith and in accordance with it. Whenever any Fiduciary deems it necessary or desirable that a matter be proved or established before taking or suffering any action under this Indenture, including payment of monies out of any Fund or Account, the matter (unless other evidence in respect of it is specifically prescribed in this Indenture) may be deemed to be conclusively proved and established by a Certificate, and the Certificate is full warrant for any action taken or suffered in good faith under the provisions of this Indenture or any Supplemental Indenture upon the faith of it, but in its discretion the Fiduciary may in lieu of it accept other evidence of the fact or matter or may require such further or additional evidence as to it may seem reasonable. Except as otherwise expressly provided in this Indenture or any Supplemental Indenture, any request, order, notice or other direction required or permitted to be furnished pursuant to any provision of this Indenture by the City to any Fiduciary is sufficiently executed if executed in the name of the City by an Authorized Officer.

Section 1006. Compensation And Expenses.

The City covenants to pay to each Fiduciary from time to time reasonable compensation for all services rendered under this Indenture or any Supplemental Indenture, and also all reasonable expenses, charges, counsel fees and other disbursements, including those of their attorneys, agents and employees incurred in and about the performance of their powers and duties under this Indenture or any Supplemental Indenture, and, except as provided in any Supplemental Indenture, the Fiduciaries have a lien therefor on any and all monies at any time held by it under this Indenture or any Supplemental Indenture. The City further agrees to indemnify and save each Fiduciary harmless against any liabilities which it may incur in the exercise and performance of its powers and duties under this Indenture, which are not due to its negligence or default.

Section 1007. Permitted Acts And Functions.

Any Fiduciary may become the Owner of Third Lien Obligations with the same rights it would have if it were not such a Fiduciary. To the extent permitted by law, any Fiduciary may act as depositary for, and permit any of its officers or directors to act as a member of, or in any other capacity with respect to, any committee

formed to protect the rights of the Owners of Third Lien Obligations or to effect or aid in any reorganization growing out of the enforcement of the Third Lien Obligations, this Indenture or any Supplemental Indenture, whether or not any such committee represents the Owners of a majority in principal amount of the Third Lien Obligations then Outstanding.

Section 1008. Resignation Of Trustee.

The Trustee may at any time resign and be discharged of the duties and obligations created by this Indenture by giving not less than sixty (60) days written notice to the City and mailing notice of the resignation, specifying the date when the resignation takes effect, to the Owners of the Third Lien Obligations. The resignation may take effect only upon the appointment of a successor Trustee as provided in Section 1010.

Section 1009. Removal Of Trustee.

The Trustee must be removed by the City if at any time so requested by an instrument or concurrent instruments in writing, filed with the Trustee and the City, and signed by the Owners of a majority in principal amount of the then Outstanding Third Lien Obligations or their attorneys-in-fact duly authorized, excluding any Third Lien Obligations held by or for the account of the City. The City may remove the Trustee at any time, except during the existence of an Event of Default, with or without cause in the sole discretion of the City by filing with the Trustee an instrument signed by an Authorized Officer.

Section 1010. Appointment Of Successor Trustee.

(a) In case at any time the Trustee resigns or is removed or becomes incapable of acting, or is adjudged a bankrupt or insolvent, or if a receiver, liquidator or conservator of the Trustee, or of its property, is appointed, or if any public officer takes charge or control of the Trustee or of its property or affairs, the City covenants and agrees that it will thereupon appoint a successor Trustee. The City covenants, within twenty (20) days after the appointment, to mail notice of the appointment to the Owners of the Third Lien Obligations.

(b) If in a proper case no appointment of a successor Trustee is made pursuant to the foregoing provisions of this section within forty-five (45) days after the Trustee has given to the City written notice, as provided in Section 1008, or after a vacancy in the office of the Trustee has occurred by reason of its removal or inability to act, the Trustee or the Owner of any Third Lien Obligation may apply to any court of competent jurisdiction to appoint a successor Trustee. The court may thereupon, after the notice, if any, as the court may deem proper and prescribe, appoint a

successor Trustee.

(c) Any Trustee appointed under the provisions of this section in succession to the Trustee must be a bank, trust company or national banking association meeting the requirements of Section 1001.

Section 1011. Transfer Of Rights And Property To Successor Trustee.

Any successor Trustee appointed under this Indenture must execute, acknowledge and deliver to its predecessor Trustee, and also to the City, a written instrument of acceptance respecting the appointment, and thereupon the successor Trustee, without any further act, deed or conveyance, becomes fully vested with all monies, estates, properties, rights, powers, duties and obligations of the predecessor Trustee, with like effect as if originally named as Trustee; but the Trustee ceasing to act must nevertheless, on the request of the City, or of the successor Trustee, execute, acknowledge and deliver such instruments of conveyance and further assurance and do such other things as may reasonably be required for more fully and certainly vesting and confirming in the successor Trustee all the right, title and interest of the predecessor Trustee in and to any property held by it under this Indenture, and must pay over, assign and deliver to the successor Trustee any money or other property subject to the trusts and conditions set forth in this Indenture. Should any deed, conveyance or instrument in writing from the City be required by the successor Trustee for more fully and certainly vesting in and confirming to the successor Trustee any such estates, rights, powers and duties, any and all such deeds, conveyances and instruments in writing must, on request, and so far as may be authorized by law, be executed, acknowledged and delivered by the City. Any such successor Trustee must promptly notify the Paying Agents of its appointment as Trustee.

Section 1012. Merger Or Consolidation.

Any company into which any Fiduciary may be merged or converted or with which it may be consolidated or any company resulting from any merger, conversion or consolidation to which it is a party or any company to which any Fiduciary may sell or transfer all or substantially all of its corporate trust business, provided the company is a bank, trust company or national banking association which is qualified to be a successor to the Fiduciary under Section 1010 or Section 1014 and is authorized by law to perform all the duties imposed upon it by this Indenture and any Supplemental Indenture, will constitute the successor to the Fiduciary without the execution or filing of any paper or the performance of any further act, anything in this Indenture to the contrary notwithstanding.

Section 1013. Adoption Of Authentication.

In case any of the Third Lien Obligations contemplated to be issued under this Indenture have been authenticated but not delivered, any successor Fiduciary authorized to authenticate Third Lien Obligations may adopt the certificate of authentication of any predecessor Fiduciary so authenticating the Third Lien Obligations and deliver the Third Lien Obligations so authenticated, and in case any of the Third Lien Obligations have not been authenticated, any successor Fiduciary may authenticate the Third Lien Obligations in the name of the predecessor Fiduciary, or in the name of the successor Fiduciary, and in all such cases the certificate has the full force which the Third Lien Obligations or this Indenture provides.

Section 1014. Resignation Or Removal Of Paying Agents And Appointment Of Successors.

(a) Any Paying Agent may at any time resign and be discharged of the duties and obligations created by this Indenture and any Supplemental Indenture by giving at least sixty (60) days written notice to the City and the Trustee. Any Paying Agent may be removed at any time by an instrument filed with the Paying Agent, the Trustee and the City and signed by an Authorized Officer if the Paying Agent was appointed by the City and by the Trustee if the Paying Agent was appointed by the Trustee. Any successor Paying Agent must be appointed by the City or the Trustee and must be a bank, trust company or national banking association having the powers of a trust company, willing and able to accept the office of Paying Agent on reasonable and customary terms and authorized by law to perform all the duties imposed upon it by this Indenture and any Supplemental Indenture.

(b) in the event of the resignation or removal of any Paying Agent, the Paying Agent must pay over, assign and deliver any monies held by it as Paying Agent to its successor, or if there is no successor then appointed, to the Trustee. If for any reason there is no Paying Agent at any time, the Trustee must act as the Paying Agent.

Section 1015. Evidence Of Signatures Of Owners And Ownership Of Third Lien Obligations.

Any request, consent or other instrument which this Indenture may require or permit to be signed and executed by the Owners of Third Lien Obligations may be in one (1) or more instruments of similar tenor, and must be signed or executed by the Owners in person or by their attorneys appointed in writing. Proof of (a) the

execution of any such instrument, or of an instrument appointing any such attorney or (b) the ownership by any person of the Third Lien Obligations, is sufficient for any purpose of this Indenture (except as otherwise in this Indenture expressly provided) if made in the following manner, but the Fiduciary may nevertheless in its discretion require further or other proof in cases where it deems it desirable:

(a) The fact and date of the execution by any Owner or his attorney of the instrument may be proved by the certificate, which need not be acknowledged or verified, of an officer of a bank or trust company satisfactory to the Fiduciary or of any notary public or other officer authorized to take acknowledgments of deeds to be recorded in the jurisdiction in which he purports to act, that the person signing the request or other instrument acknowledged to the person its execution, or by an affidavit of a witness of the execution, duly sworn to before the notary public or other officer. The authority of the person or persons executing any such instrument on behalf of a corporate owner of a Third Lien Obligation may be established without further proof if the instrument is signed by a person purporting to be the president or vice president of the corporation with a corporate seal affixed and attested by a person purporting to be its secretary or an assistant secretary; and

(b) the ownership of Third Lien Obligations and the amount, numbers and other identification, and its date of ownership are proved by the registry books of the Trustee.

Any request, consent or vote of the Owner of any Third Lien Obligation binds all future Owners of the Third Lien Obligation (and of any Third Lien Obligation delivered in exchange therefor or in transfer of it) in respect of anything done or suffered to be done by the City or any Fiduciary in accordance therewith.

Section 1016. Preservation And Inspection Of Document.

All documents received by any Fiduciary under the provisions of this Indenture must be retained in its possession and are subject at all reasonable times to the inspection of the City, any other Fiduciary and any Owner of Third Lien Obligations and their agents and their representatives, any of whom may make copies of them.

*Article XI.**Miscellaneous.*

Section 1101. Defeasance.

(a) If the City pays or causes to be paid to the Owners of all Third Lien Obligations the principal and interest and Redemption Price, if any, to become due thereon, at the times and in the manner stipulated in them, in this Indenture, the Supplemental Indentures creating the Third Lien Obligations and the instruments creating Third Lien Section 208 Obligations, then the pledge contained in Section 204 and all other rights granted hereby are discharged and satisfied. In that event, the Trustee must, upon the request of the City, execute and deliver to the City all such instruments as may be desirable to evidence the discharge and satisfaction and the Fiduciaries must pay over or deliver to the City all Accounts, Funds and other monies or securities held by them pursuant to this Indenture and the Supplemental Indentures which are not required for payment or redemption of Third Lien Obligations not theretofore surrendered for payment or redemption.

(b) Third Lien Obligations or interest installments for the payment or redemption of which funds have been set aside and held in trust by Fiduciaries (through deposit by the City of monies for the payment or redemption or otherwise) are, at the maturity or upon the date upon which the Third Lien Obligations have been duly called for their redemption, deemed to have been paid within the meaning and with the effect expressed in subsection (a) of this section. Third Lien Obligations are, before their maturity or redemption date, deemed to have been paid within the meaning and with the effect expressed in subsection (a) of this section if (i) in case any of the Third Lien Obligations are to be redeemed on any date before their maturity, the City has taken all action necessary to call the Third Lien Obligations for redemption and notice of the redemption has been duly given or provision satisfactory to the Trustee has been made for the giving of such notice, (ii) there have been deposited with the Trustee for that purpose either monies in an amount which is sufficient, or Federal Obligations the principal of and the interest on which when due (without reinvestment) will provide monies which, together with the monies, if any, deposited with the Trustee at the same time, are sufficient, to pay when due the principal or Redemption Price, if any, and interest due and to become due on the Third Lien Obligations on and before their redemption date or maturity date, as the case may be, and (iii) if the Third Lien Obligations are not by their terms subject to redemption within the next succeeding forty-five (45) days, the City has given the Trustee, in form satisfactory to it, irrevocable instructions to mail, as soon as practicable, a notice to the Owners of the Third Lien Obligations that the deposit required by clause (i) above has been made with the Trustee and that the Third Lien Obligations are deemed to have been paid in accordance with this section, and stating the maturity or redemption date upon which monies are to be available for

the payment of the principal or Redemption Price, if any, of, and accrued interest on, the Third Lien Obligations.

Neither the Federal Obligations or monies deposited with the Trustee pursuant to this section nor principal or interest payments on any such Federal Obligations may be withdrawn or used for any purpose other than, and must be held in trust for, the payment of the principal or Redemption Price, if any, of and interest on the Third Lien Obligations; but any cash received from the principal or interest payments on the Federal Obligations deposited with the Trustee, if not then needed for the purpose, must, to the extent practicable, be reinvested in Federal Obligations maturing at times and in amounts sufficient to pay when due the principal or Redemption Price, if any, of, and interest due and to become due on, the Third Lien Obligations on and before their redemption date or maturity date, as the case may be, and interest earned from those reinvestments must be paid over to the City, as received by the Trustee, free and clear of any trust, assignment, lien or pledge.

(c) No defeasance of a Third Lien Obligation that is to be paid more than forty-five (45) days after the date of the deposit referred to in clause (b) (ii) of this section shall be effective until the Trustee shall have received a verification report signed by an Independent Accountant that the Federal Obligations and monies to be deposited for such purpose are sufficient to pay the principal and Redemption Price of, and interest on, all Bonds with respect to which provision for payment is to be made pursuant to this section by virtue of the deposit of such Federal Obligations and monies.

Section 1102. Funds Held For Particular Third Lien Obligations.

(a) The amounts held by any Fiduciary for the payment of the interest, principal or Redemption Price or accrued interest due on any date with respect to particular Third Lien Obligations must, on and after that date and pending that payment, be set aside on its books and held in trust by it for the Owners of the Third Lien Obligations entitled to them and for the purposes of this Indenture, the interest, principal or Redemption Price, after their due date, will no longer be considered to be unpaid.

(b) If, through the deposit of monies by the City or otherwise, the Fiduciaries hold, pursuant to this Indenture, monies sufficient to pay the principal and interest to maturity on all Outstanding Third Lien Obligations, or in the case of Third Lien Obligations in respect of which the City has taken all action necessary to redeem before maturity, sufficient to pay the Redemption Price and interest to the redemption date, then at the request of the City all monies held by any Paying Agent must be paid over to the Trustee and, together with other monies held by it under this Indenture, must be held by the Trustee for the payment or redemption of Outstanding Third Lien Obligations.

(c) Unless otherwise specified in any Supplemental Indenture securing Third Lien Obligations, anything in this Indenture to the contrary notwithstanding, any monies held by a Fiduciary in trust for the payment and discharge of any of the Third Lien Obligations which remain unclaimed for six (6) years after the date when all of the Third Lien Obligations have become due and payable, either at their stated maturity dates or by call for earlier redemption, if the monies were held by the Fiduciary at that date, or for six (6) years after the date of deposit of the monies if deposited with the Fiduciary after the date when all of the Third Lien Obligations became due and payable, must, at the written request of the City, be repaid by the Fiduciary to the City, as its absolute property and free from trust, and the Fiduciary is thereupon released and discharged.

Section 1103. No Recourse Under Indenture Or On Third Lien Obligations.

All covenants, stipulations, promises, agreements and obligations of the City contained in this, Indenture or any Supplemental Indenture are deemed to be the covenants, stipulations, promises, agreements and obligations of the City and not of any officer or employee of the City in his individual capacity, and no recourse is available for the payment of the principal or Redemption Price of or interest on the Third Lien Obligations or for any claim based thereon or on this Indenture or any Supplemental Indenture against any officer or employee of the City or any natural person executing the Third Lien Obligations.

Third Lien Obligations shall be limited obligations, payable exclusively from the Third Lien Revenues and certain other monies and securities held by the Trustee as provided in this Indenture. The general fund of the City is not liable, and the credit or taxing power of the City is not pledged, for the payment of the Third Lien Obligations or interest thereon. The Owners of the Third Lien Obligations shall not have the right to compel the exercise of the taxing power of the City or the forfeiture of any property of the City.

Section 1104. Rights Of Bond Insurer.

The issuer of a municipal bond insurance policy with respect to any Third Lien Obligations is deemed to be the sole Owner of the Third Lien Obligations for purposes of approving amendments to this Indenture (other than certain amendments that require the consent of each affected Owner or the consent of the Trustee), exercising remedies upon the occurrence of a default under this Indenture, providing specific approvals, consents or waivers or instruments of similar purpose, and to the extent the insurer is deemed to be the sole Owner for such purposes, the rights of the Owners of the Third Lien Obligations shall be abrogated.

Section 1105. Notices.

Except as otherwise provided in this Indenture, all notices, certificates or other communications under this Indenture are sufficiently given and are deemed given to the parties required under this Indenture to receive the notice, certificate or communication when mailed by registered mail, postage prepaid, addressed as follows:

If To The City:

City of Chicago
Office of Chief Financial Officer
33 North LaSalle Street
6th Floor
Chicago, Illinois 60602
Attention: Chief Financial Officer

with a copy to:

City of Chicago
Department of Aviation
Chicago O'Hare International Airport
Terminal 2 -- E/F Mezzanine
Post Office Box 66142
Chicago, Illinois 60666
Attention: Commissioner of the
Department of Aviation

If To The Trustee:

In case by reason of the suspension of mail service, it is impracticable to give notice by mail of any event to the owners of any Third Lien Obligations, to the City, to the Trustee, to any Paying Agent or to any other person to whom the notice is required to be mailed by the provisions of any Supplemental Indenture, then any manner of giving the notice as is satisfactory to the Trustee is deemed to be sufficient giving of notice.

Section 1106. Counterparts.

This Indenture may be simultaneously executed in several counterparts, each of which is an original and all of which constitute but one and the same instrument.

Section 1107. Applicable Law.

This Indenture is governed exclusively by and construed in accordance with the laws of the State of Illinois applicable to contracts made and to be performed in the State of Illinois.

Signed and Sealed in the City's name and on its behalf by its Chief Financial Officer and attested by its City Clerk, and, to evidence its acceptance of the trusts hereby created, Signed and Sealed in the Trustee's name and on its behalf by one (1) of its authorized signatories and be attested by one of its authorized signatories, all as of the first (1st) day of _____, 2002.

City of Chicago

By: _____
Chief Financial Officer

[Seal]

Attest:

By: _____
City Clerk

as Trustee

By: _____
Authorized Signatory

[Seal]

Attest:

By: _____
Authorized Signatory

*Exhibit "B".
(To Ordinance)*

First Supplemental Indenture

From

City Of Chicago

To

_____,
As Trustee

Securing

*Chicago O'Hare International Airport
General Airport Third Lien Revenue Bonds,
2002 Series A.*

Dated As Of _____, 2002.

Supplementing a Master Indenture of Trust Securing Chicago O'Hare International Airport Third Lien Obligations dated as of _____, 2002 between the City of Chicago and _____, as Trustee.

This First Supplemental Trust Indenture, made and entered into as of _____, 2002, from the City of Chicago (the "City"), a municipal corporation and home rule unit of local government duly organized and existing under the Constitution and laws of the State of Illinois, to _____ (the "Trustee"), a national banking association duly organized, existing and authorized to accept and execute trusts of the character herein set out under and by virtue of the laws of the United States of America, with its principal corporate trust office located at _____, Chicago, Illinois, as Trustee.

Witnesseth:

Whereas, The City is a home rule unit of local government, duly organized and existing under the laws of the State of Illinois, and in accordance with the provisions of Section 6(a) of Article VII of the 1970 Constitution of the State of Illinois is

authorized to own and operate commercial and general aviation facilities; and

Whereas, The City currently owns and operates an airport known as Chicago O'Hare International Airport; and

Whereas, The City has heretofore determined to improve and expand said airport and to issue Third Lien Obligations (as hereinafter defined), payable solely from Third Lien Revenues (as hereinafter defined), to pay the cost of improvements to, and expansions of, said airport; and

Whereas, The City has entered into a Master Indenture of Trust Securing Chicago O'Hare International Airport Third Lien Obligations, dated as of _____, 2002, with the Trustee (as previously supplemented, the "Indenture") which authorized the issuance of such Third Lien Obligations in one (1) or more series pursuant to one (1) or more Supplemental Indentures and the incurrence by the City of Section 208 Obligations (as therein defined) and Section 209 Obligations (as therein defined); and

Whereas, In order to refund prior to maturity certain outstanding General Airport Revenue Bonds (as defined in the Indenture), the City has authorized the issuance and sale of \$ _____ aggregate principal amount of Chicago O'Hare International Airport General Airport Third Lien Revenue Bonds, 2002 Series A (the "Bonds") pursuant to the Indenture and this First Supplemental Indenture; and

Whereas, The Bonds, and the Trustee's Certificate of Authentication to be endorsed on such Bonds, are to be in substantially the following form with necessary and appropriate variations, omissions and insertions as permitted or required by the Indenture or this First Supplemental Indenture, to wit:

[Form Of Bond]

Number R- _____

\$ _____

United States Of America

State Of Illinois

City Of Chicago

Chicago O'Hare International Airport
General Airport Third Lien Revenue Bond
2002 Series A.

Interest Rate: Maturity Date: Dated Date: C.U.S.I.P. Number:

City of Chicago (the "City"), a municipal corporation and a home rule unit of local government duly organized and existing under the laws of the State of Illinois, for value received, hereby promises to pay (but only out of the sources hereinafter provided) to _____, or registered assigns, on the Maturity Date specified above, unless this Bond shall have been called for redemption and payment of the redemption price shall have been duly made or provided for, upon presentation and surrender hereof, the principal sum of _____ Dollars (\$_____) and to pay (but only out of the sources hereinafter provided), interest on the balance of said principal sum from time to time remaining unpaid from and including the date hereof or from and including the most recent Interest Payment Date (as defined in the hereinafter defined Indenture) with respect to which interest has been paid or duly provided for, until payment of said principal sum has been made or duly provided for, at the interest rate specified above, computed on the basis of a three hundred sixty (360) day year consisting of twelve (12) thirty (30) day months, payable on _____, 2002 and semiannually thereafter on each January 1 and July 1, and to pay interest on overdue principal and, to the extent permitted by law, on overdue premium, if any, and interest at the rates due on this Bond. Principal of, premium, if any, and interest on this Bond shall be payable in all lawful money of the United States of America at the principal corporate trust office of _____, Chicago, Illinois, as Trustee, or its successor in trust (the "Trustee"); provided, however, payment of the interest on any Interest Payment Date (as defined in the hereinafter defined Indenture) shall be (i) made to the registered owner hereof as of the close of business on the applicable Record Date (as defined in the hereinafter defined Indenture) with respect to such Interest Payment Date and shall be paid by check or draft mailed to such registered owner hereof at his or her address as it appears on the registration books of the city maintained by the Trustee as Bond Registrar or at such other address as is furnished in writing by such registered owner to the Trustee as Bond Registrar or (ii) made by wire transfer to such registered owner as of the close of business on such Record Date upon written notice of such wire transfer address in the continental United States by such owner to the Bond Registrar given prior to such Record Date (which notice may provide that it will remain in effect until revoked), provided that each such wire transfer shall be made only with respect to an owner of One Million Dollars (\$1,000,000) or more in aggregate principal amount of the Bonds as of the close of business on the Record Date relating to such Interest Payment Date, except, in each case, that if and to the extent that there shall be a default in the payment of the interest due on such Interest Payment Date, such default interest shall be paid to the registered owners as provided in the Indenture.

The Bonds are limited obligations of the City and shall not constitute an

indebtedness of the City or a loan of credit thereof within the meaning of any constitutional or statutory limitation. Neither the faith and credit nor the taxing power of the City, the State of Illinois or any political subdivision thereof is pledged to the payment of the principal of the Bonds, or the interest or any premium thereon, or other costs incident thereto. The Bonds are payable solely from the revenues in the Indenture (as hereinafter defined) pledged to such payment, and no owner or owners of the Bonds shall ever have the right to compel any exercise of the taxing power of the City, the State of Illinois or any political subdivision thereof.

Reference is hereby made to the further provisions of this bond set forth on the reverse hereof and such further provisions shall for all purposes have the same effect as if set forth at this place. All capitalized terms used in this Bond shall have the meanings assigned in the Indenture unless otherwise defined herein.

It Is Hereby Certified, Recited And Declared that all acts and conditions required to be performed precedent to and in the execution and delivery of the Indenture and the issuance of this Bond have been performed in due time, form and manner as required by law, and that the issuance of this Bond and the series of which it forms a part does not exceed or violate any constitutional or statutory limitation.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Indenture unless and until the certificate of authentication hereon shall have been duly executed by the Trustee.

In Witness Whereof, The City of Chicago has caused this Bond to be executed in its name by the manual or facsimile signature of its Mayor and the manual or facsimile of its corporate seal to be printed hereon and attested by the manual or facsimile signature of its City Clerk.

Dated: _____

City of Chicago

By: _____
Mayor

[Seal]

Attest:

City Clerk

[D.T.C. Legend]

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation ("D.T.C."), to the issuer or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of D.T.C. (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of D.T.C.), Any Transfer, Pledge Or Other Use Hereof For Value Or Otherwise By Or To Any Person Is Wrongful inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

[Statement Of Insurance]

[Form Of Trustee's Certificate Of Authentication]

This Bond is one of the Bonds described in the within-mentioned Indenture.

_____, as Trustee

By _____
Authorized Signature

[Form Of Trustee's Certificate Of Authentication]

This Bond is one of the Bonds described in the within-mentioned Indenture.

_____, as Trustee

By _____
Authorized Signature

[Form Of Reverse Of Bond]

This Bond is one of an authorized issue of bonds limited in aggregate principal amount to \$_____ (the "Bonds") issued pursuant to, under authority of and in full compliance with the Constitution and laws of the State of Illinois, particularly Article VII, Section 6(a) of the 1970 Constitution of the State of Illinois and an ordinance of the City Council of the City, and executed under a Master Indenture of Trust Securing Chicago O'Hare International Airport Third Lien Obligations dated as of _____, 2002, from the City to _____, in the City of Chicago, Illinois (the "Trustee"), as supplemented by a First Supplemental Indenture Securing Chicago O'Hare International Airport General Airport Third Lien Revenue Bonds, 2002 Series A, dated as of _____, 2002, from the City to the Trustee (collectively, the "Indenture"), for the purpose of [refunding prior to maturity certain outstanding General Airport Revenue Bonds (as defined in the Indenture) and paying costs and expenses incidental thereto and to the issuance of the Bonds.]

The Bonds and the interest thereon are payable from Third Lien Revenues (as defined in the Indenture) pledged to the payment thereof under the Indenture and certain other monies held by or on behalf of the Trustee.

Copies of the Indenture are on file at the principal corporate trust office of the Trustee, and reference to the Indenture and any and all supplements thereto and modifications and amendments thereof is made for a description of the pledge and covenants securing the Bonds, the nature, extent and manner of enforcement of such pledge, the rights and remedies of the registered owners of the Bond, and the limitations on such rights and remedies.

This Bond is transferable by the registered owner hereof in person or by his or her attorney duly authorized in writing at the principal corporate trust office of the Bond Registrar but only in the manner, subject to the limitations and upon payment of the charges provided in the Indenture, and upon surrender and cancellation of this Bond. Upon such transfer a new registered Bond or Bonds, of authorized denomination or denominations, for the same aggregate principal amount will be issued to the transferee in exchange herefor.

The Bonds are issuable only as fully registered Bonds in the authorized denominations described in the Indenture.

Bonds may be transferred on the books of registration kept by the Bond Registrar or the owner in person or by his or her duly authorized attorney, upon surrender thereof, together with a written instrument of transfer executed by the owner or his or her duly authorized attorney. Upon surrender for registration of transfer of any Bond with all partial redemptions endorsed thereon at the principal office of the Bond Registrar, the City shall execute and the Trustee shall authenticate and deliver in the name of the transferee or transferees a new Bond or Bonds of the

same maturity and interest rate, aggregate principal amount and tenor and of any authorized denomination or denominations and bearing numbers not contemporaneously outstanding under the Indenture.

Bonds may be exchanged at the principal office of the Bond Registrar for an equal aggregate principal amount of Bonds in the appropriate form and in the same maturity and interest rate, aggregate principal amount and tenor and of any authorized denomination or denominations. The City shall execute and the Trustee shall authenticate and deliver Bonds which the Bondholder making the exchange is entitled to receive.

Such registration of transfer or exchange of Bonds shall be without charge to the owners of such Bonds, but any taxes or other governmental charges required to be paid with respect to the same shall be paid by the owners of the Bond requesting such transfer or exchange as a condition precedent to the exercise of such privilege.

The Bond Registrar shall not be required to register for transfer or exchange any undelivered Bond or Bonds after the giving of notice calling such Bond for redemption or partial redemption has been made.

The person in whose name any Bond is registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of or on account of principal premium, if any, or interest shall be made only to or upon the order of the registered owner thereof or his duly authorized attorney, but such registration may be changed as hereinabove provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

The Bonds maturing on January 1, ____ are subject to mandatory redemption, in part by lot as provided in the Indenture from mandatory Sinking Fund Payments, on January 1 in each of the years and in the respective principal amounts set forth below, at a redemption price equal to the principal amount thereof to be redeemed:

Year

Principal Amount

The Bonds maturing on January 1, ____ are subject to mandatory redemption, in part by lot as provided in the Indenture from mandatory Sinking Fund Payments, on January 1 in each of the years and in the respective principal amounts set forth below, at a redemption price equal to the principal amount thereof to be redeemed:

Year

Principal Amount

If the City redeems Bonds Pursuant to optional redemption or purchases Bonds subject to mandatory redemption and cancels the same, then an amount equal to the principal amount of Bonds of such maturity so redeemed or purchased shall be deducted from the mandatory redemption requirements as provided for such Bonds of such maturity in such order as the Chief Financial Officer shall determine.

The Bonds maturing on or after January 1, ____ are subject to redemption otherwise than from mandatory Sinking Fund Payments, at the option of the City, on or after January 1, ____, as a whole or in part at any time, and if in part, in such order of maturity as the City shall determine and within any maturity by lot, at a redemption price equal to the principal amount of each Bond to be redeemed, plus, if such Bond is to be redeemed in any period shown below, the redemption price, expressed as a percentage of such principal amount, set opposite such period, plus accrued interest to the date of the redemption:

Period
(both dates inclusive)

Redemption Price
(expressed as a percentage)

Notice of any such redemption must be given by the Trustee by first-class mail not less than thirty (30) or more than sixty (60) days prior thereto to the registered owners of the Bonds. Failure to mail any such notice to the registered owner of any Bond or any defect therein shall not affect the validity of the proceedings for such redemption of Bonds.

This Bond and all other Bonds of the series of which it forms a part are issued pursuant to and in full compliance with the Constitution and laws of the State of Illinois, particularly Article VII, Section 6(a) of the 1970 Constitution of the State of Illinois, and pursuant to an ordinance adopted by the City Council of the City, which ordinance authorizes the execution and delivery of the Indenture. This Bond and the series of which it forms a part are limited obligations of the City payable solely from the amounts pledged therefor under the Indenture.

No recourse shall be had for the payment of the principal of, premium, if any, or interest on any of the Bonds or for any claim based thereon or upon any obligation, covenant or agreement in the Indenture contained against any past, present or

future officer, employee or agent, or member of the City Council, of the City, or any successor to the City, as such, either directly or through the City, or any successor to the City, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such officer, employee or agent, or member of the City Council, as such, is hereby expressly waived and released as a condition of and in consideration for the execution of the Indenture and the issuance of any of the Bonds.

The owner of this Bond shall have no right to enforce the provisions of the Indenture or to institute action to enforce the covenants therein, or to take any action with respect to any event of default under the Indenture, or to institute, appear in or defend any suit or other proceedings with respect thereto, except as provided in the Indenture.

The Indenture prescribes the manner in which it may be discharged and after which the Bonds shall no longer be secured by or entitled to the benefits of the Indenture, except as provided in the Indenture and for the purposes of registration and exchange of Bonds and of such payment, including a provision that the Bonds shall be deemed to be paid if Federal Obligations, as defined therein, maturing as to principal and interest in such amounts and at such times as to insure the availability of sufficient monies to pay the principal of, premium, if any, and interest on the Bonds and all necessary and proper fees, compensation and expenses of the Trustee shall have been deposited with the Trustee.

Modifications or alterations of the Indenture, or of any supplements thereto, may be made only to the extent and in the circumstances permitted by the Indenture.

[Form Of Assignment]

The following abbreviations, when used in the inscription on the face of this certificate, shall be construed as though they were written out in full according to applicable laws or regulations:

Ten. Com.	--	as tenants in common
Ten. Ent.	--	as tenants by the entireties
Jt. Ten.	--	as joint tenants with right of survivorship and not as tenants in common

Unif. Gift Min. Act _____ Custodian _____
(Cust.) (Minor)

under Uniform Gifts to Minors Act

(State)

Additional abbreviations may also be used, though not in the above list.

For Value Received, The undersigned sells, assigns and transfers unto

(name and address of assignee)

the within Bond of the City of Chicago and does hereby irrevocably constitute and appoint _____ to transfer said Bond on the books kept for registration thereof with full power of substitution in the premises.

Dated: _____

Signature Guaranteed: _____

Notice: The Signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

Now, Therefore, This First Supplemental Indenture Witnesseth:

Granting Clauses.

That the City, in consideration of the premises and the acceptance by the Trustee of the trusts hereby created and of the purchase and acceptance of the Bonds by the Registered Owners thereof, and of the sum of One Dollar (\$1.00), lawful money of the United States of America, to it duly paid by the Trustee at or before the execution and delivery of these presents, and for other good and valuable

consideration, the receipt of which is hereby acknowledged, in order to secure the payment of the principal of, premium, if any, and interest on the Bonds according to their tenor and effect, to secure the rights of the Credit Provider (as hereinafter defined) to reimbursement of amounts paid by the Credit Provider as a result of a draw or payment under the Qualified Reserve Account Credit Instrument for the payment of principal of and interest on Bonds and the payment of other 2002A Credit Agreement Obligations (as hereinafter defined) and to secure the performance and observance by the City of all the covenants expressed or implied herein, in the Bonds and in the 2002A Credit Agreement, does hereby assign and grant a security interest in and to the following to the Trustee, and its successors in trust and assigns forever, for the securing of the performance of the obligations of the City hereinafter set forth (the "Trust Estate"):

Granting Clause First.

All right, title and interest of the City in and to Junior Lien Revenues and Third Lien Revenues, to the extent pledged and assigned in the granting clauses of the Indenture.

Granting Clause Second.

All monies and securities from time to time held by the Trustee under the terms of this First Supplemental Indenture, except for monies deposited with or paid to the Trustee and held in trust hereunder for the redemption of Bonds, notice of the redemption of which has been duly given.

Granting Clause Third.

Any and all other property, rights and interests of every kind and nature from time to time hereafter by delivery or by writing of any kind granted, bargained, sold, alienated, demised, released, conveyed, assigned, transferred, mortgaged, pledged, hypothecated or otherwise subjected hereto, as and for additional security hereunder by the City or by any other person on its behalf or with its written consent to the Trustee, and the Trustee is hereby authorized to receive any and all property thereof at any and all times and to hold and apply the same subject to the terms hereof.

To Have And To Hold all and singular the Trust Estate, whether now owned or hereafter acquired, unto the Trustee and its successors in said trust and assigns forever;

In Trust Nevertheless, upon the terms and trusts herein set forth for the equal and proportionate benefit, security and protection of all present and future owners of the Bonds and the 2002A Credit Agreement Obligations, without privilege, priority or distinction as to the lien or otherwise of any of the foregoing over any other of the foregoing except to the extent herein or in the Indenture otherwise specifically provided;

Provided, However, that if the City, its successors or assigns shall well and truly pay, or cause to be paid, the principal of, premium, if any, and interest on the Bonds due or to become due thereon, at the times and in the manner set forth therein according to the true intent and meaning thereof, and shall cause the payments to be made on the Bonds and the 2002A Credit Agreement Obligations as required under Article IV hereof, or shall provide, as permitted hereby, for the payment thereof and shall well and truly cause to be kept, performed and observed all of its covenants and conditions pursuant to the terms of the Indenture, this First Supplemental Indenture and the 2002A Credit Agreement and shall pay or cause to be paid to the Trustee and the Credit Provider all sums of money due or to become due to it in accordance with the terms and provisions hereof and the terms and provisions of the 2002A Credit Agreement, then upon the final payment thereof this First Supplemental Indenture and the rights hereby granted shall cease, determine and be void; otherwise this First Supplemental Indenture shall remain in full force and effect.

This First Supplemental Indenture Further Witnesseth, and it is expressly declared, that all Bonds issued and secured hereunder are to be issued, authenticated and delivered and all said property, rights and interests and any other amounts hereby assigned and pledged are to be dealt with and disposed of under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses and purposes as herein expressed, and the City has agreed and covenanted, and does hereby agree and covenant, with the Trustee and with the respective owners of the Bonds, as follows:

Article I.

Definitions.

All capitalized terms used herein unless otherwise defined shall have the same meaning as used in Article I of the Indenture. In addition, the following words and

phrases shall have the following meanings for purposes of this First Supplemental Indenture:

"Authorized Denomination" means Five Thousand Dollars (\$5,000) or any internal multiple thereof.

"Bond Registrar" means the person designated to serve as bond registrar pursuant to Section 2.09.

"Bondholder" or "holder" or "owner of the bonds" or "registered owner" means the registered owner of any bond.

"Bonds" means the Chicago O'Hare International Airport General Airport Third Lien Revenue Bonds 2002 Series A, authorized to be issued pursuant to Section 2.01 hereof.

"Business Day" means a day on which banks located in the city in which the principal corporate trust office of the trustee is located are not required or authorized to remain closed, and are not in fact closed and on which the New York Stock Exchange is not closed.

"City" means the City of Chicago, a municipal corporation and home rule unit of local government, organized and existing under the Constitution and laws of the state.

"Costs of Issuance Account" means the account of that name established in the 2002A Dedicated Sub-Fund as described in Section 4.02 hereof.

"Credit Provider" means _____.

"D.T.C." means Depository Trust Company, and its successors and assigns.

"Date of Issuance" means the date of original issuance and delivery of the Bonds hereunder.

"Debt Service Reserve Account" means the account of that name established in the 2002A Dedicated Sub-Fund as described in Section 4.02 hereof.

"First Supplemental Indenture" means this first supplemental indenture and any amendments and supplements hereto.

"Indenture" means the Master Indenture of Trust Securing Chicago O'Hare International Airport General Airport Third Lien Obligations, dated as of _____, 2002, from the City to the trustee, pursuant to which Third Lien Obligations are authorized to be issued, and any amendment and supplements thereto, including this First Supplemental Indenture. References to articles and

sections of the indenture shall be deemed to refer to articles and sections of the indenture as originally executed.

"Insurer" means _____.

"Interest Payment Date" means January 1 and July 1 of each year, commencing _____, 2002.

"Moody's" means Moody's Investors Service, Inc., a corporation organized and existing under the laws of the State of Delaware, its successors and assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, "Moody's" shall be deemed to refer to any other nationally recognized securities rating agency designated by the City by notice to the trustee.

"2002A Credit Agreement" means that certain _____ Agreement, dated as of _____, 2002, between the City and the Credit Provider relating to the reserve account surety bond.

"2002A Credit Agreement Obligations" means any and all amounts due and owing to the Credit Provider under the 2002A Credit Agreement, including, but not limited to, the repayment of amounts paid or drawn under the reserve account surety bond together with interest thereon.

"2002A Dedicated Sub-Fund" means the fund of that name established and described in Section 4.02 hereof.

"Ordinance" means the ordinance duly adopted and approved by the City Council of the City on _____, 2002, which authorizes the issuance and sale of the Bonds and the execution of this First Supplemental Indenture.

"Participant", when used with respect to any securities depository, means any participant of such securities depository.

"Policy" means the _____ policy issued by the Insurer with respect to the Bonds.

"Principal and Interest Account" means the account of that name established in the 2002A Dedicated Sub-Fund as described in Section 4.02 hereof.

"Prior Bonds" means certain Chicago O'Hare International Airport General Airport Revenue Bonds, ____ Series __, of the City, as described in the refunding escrow agreement.

"Program Fee Account" means the account of that name established in the 2002A Dedicated Sub-Fund as described in Section 4.02 hereof.

"Qualified Reserve Account Credit Instrument" means a letter of credit, surety bond or noncancellable insurance policy issued by a domestic or foreign bank, insurance company or other financial institution whose debt obligations on the Date of Issuance are rated "Aa" by Moody's or "AA" by S&P. Any such letter of credit, surety bond or insurance policy shall be issued in the name of the Trustee and shall contain no restrictions on the ability of the Trustee to receive payment thereunder other than a certification of the Trustee that the funds drawn thereunder are to be used for purposes for which monies in the Debt Service Reserve Account may be used under this First Supplemental Indenture. The reserve account surety bond shall constitute a qualified Reserve Account Credit Instrument.

"Record Date" means June 15 and December 15 of each year.

"Refunding Escrow Agreement" means the refunding escrow agreement dated as of _____, 2002 between the City and the First Lien Trustee, as Escrow Agent.

"Registered Owner" means the person or persons in whose name or names a Bond shall be registered on the books of the City kept for that purpose in accordance with provisions hereof.

"Reserve Account Surety Bond" shall mean the Debt Service Reserve Surety Bond issued by the Credit Provider in connection with the Bonds.

"Reserve Requirement" means an amount equal to ____ percent (____%) of the original principal amount of the Bonds.

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

"S&P" means Standard & Poor's Corporation, a corporation organized and existing under the laws of the State of New York, its successors and assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, "S&P" shall be deemed to refer to any other nationally recognized securities rating agency designated by the City by notice to the Trustee.

"State" means the state of Illinois.

"Trust Estate" means the property conveyed to the trustee pursuant to the granting clauses hereof.

"Trustee" means _____, a national banking association organized and existing under the laws of the United States of America, and its successors and any resulting from or surviving any consolidation or merger to which it or its successors may be a party, and any successor trustee at the time serving as successor trustee hereunder.

Article II.

The Bonds.

Section 2.01 Authorized Amount Of Bonds.

No Bonds may be issued under the provisions of this First Supplemental Indenture except in accordance with this article. The Bonds are being issued to provide funds to pay and retire the Prior Bonds in accordance with the Refunding Escrow Agreement. The total principal amount of Bonds that may be issued hereunder is hereby expressly limited to \$_____, except as provided in Section 2.08 hereof.

Section 2.02 Issuance Of Bonds; Denominations; Numbers.

The Bonds shall be designated "City of Chicago, Chicago O'Hare International Airport General Airport Third Lien Revenue Bonds, 2002 Series A".

The Bonds shall be issued as registered bonds without coupons. The Bonds shall be issued in denominations of Five Thousand Dollars (\$5,000) each or any integral multiple thereof. The Bonds shall be numbered consecutively from R-1 upward bearing numbers not then contemporaneously outstanding (in order of issuance) according to the records of the Bond Registrar.

The Bonds shall be dated _____, 2002. The Bonds shall mature on January 1 of each of the following years and bear interest at the following interest rates per annum:

Year	Principal Amount	Interest Rate

Interest on the Bonds shall be payable on January 1 and July 1 of each year, commencing _____, 2002. The Bonds shall bear interest from the date thereof or from and including the most recent Interest Payment Date with respect to which interest has been paid or duly provided for. Interest shall be calculated on the basis of a three hundred sixty (360) day year consisting of twelve (12) thirty (30) day months.

Section 2.03 Payments On The Bonds.

The principal of and the redemption premium, if any, and the interest on the Bonds shall be payable in lawful money of the United States of America. The principal of and redemption premium, if any, on all Bonds shall be payable at the principal corporate trust office of the Trustee upon the presentation and surrender of the Bonds as the same become due and payable. The interest on the Bonds shall be paid by check drawn upon the Trustee and mailed to the persons in whose names the Bonds are registered at his or her address as it appears on the registration books maintained by the Bond Registrar at the close of business on the Record Date next preceding each Interest Payment Date or at such other address as is furnished in writing by such Registered Owner to the Bond Registrar. Interest on the bonds shall be paid by wire transfer to any Registered Owner who at the close of business on such Record Date has given written notice of its wire transfer address in the continental united States to the Bond Registrar prior to such Record Date (which notice may provide that it will remain in effect until revoked), provided that each such wire transfer shall be made only with respect to a Registered Owner of One Million Dollars (\$1,000,000) or more in aggregate principal amount of the Bonds as of the close of business on such Record Date.

Section 2.04 Execution; Limited Obligations.

The Bonds shall be executed on behalf of the City with the official manual or facsimile signature of the Mayor of the City and attested with the official manual or facsimile signature of its Deputy City Clerk, and shall have affixed, impressed, imprinted or otherwise reproduced thereon the corporate seal of the city or a facsimile thereof. The Bonds are issued pursuant to and in full compliance with the Constitution and laws of the State of Illinois, and pursuant to an ordinance duly adopted by the City Council of the City, which ordinance authorizes the execution and delivery of this First Supplemental Indenture. The Bonds are not general obligations of the City but limited obligations payable solely from the Third Lien Revenues (except to the extent paid out of monies attributable to the proceeds derived from the sale of the Bonds or to income from the temporary investment thereof) and shall be a valid claim of the respective Registered Owners thereof only against the 202A Dedicated Sub-Fund and other monies held by the Trustee or otherwise pledged therefor, which amounts are hereby pledged, assigned and otherwise held as security for the equal and ratable payment of the Bonds and shall

be used for no other purpose than to pay the principal of, premium, if any, and interest on the Bonds, except as may be otherwise expressly authorized in the Indenture or in this First Supplemental Indenture. The Bonds shall not constitute an indebtedness of the City or a loan of credit thereof within the meaning of any constitutional or statutory limitation, and neither the faith and credit nor the taxing power of the City, the State or any political subdivision thereof is pledged to the payment of the principal of, premium, if any, or interest on the Bonds or other costs incident thereto. In case any officer whose signature or a facsimile of whose signature shall appear on the Bonds shall cease to be such officer before the delivery of such Bonds, such signature or such facsimile shall nevertheless be valid and sufficient for all purposes, as if he or she had remained in office until delivery.

Section 2.05 Authentication.

No Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit under this First Supplemental Indenture unless and until such certificate of authentication in substantially the form hereinabove set forth shall have been duly executed by the Trustee, and such executed certificate of the Trustee upon any such Bond shall be conclusive evidence that such Bond has been authenticated and delivered under this First Supplemental Indenture. The Trustee's certificate of authentication on any Bond shall be deemed to have been executed by it if (a) signed by an authorized officer of the Trustee, but it shall not be necessary that the same officer sign the certificate of authentication on all of the Bonds issued hereunder, and (b) the date of authentication on the Bond is inserted in the place provided therefor on the certificate of authentication.

Section 2.06 Form Of Bonds; Temporary Bonds.

The Bonds issued under this First Supplemental Indenture shall be substantially in the form hereinbefore set forth, with such appropriate variations, omissions and insertions as are permitted or required by this First Supplemental Indenture.

Pending preparation of definitive Bonds, or by agreement with the purchasers of the Bonds, the City may issue and, upon its request, the Trustee shall authenticate, in lieu of definitive Bonds, one (1) or more temporary printed or typewritten Bonds in denominations of Five Thousand Dollars (\$5,000) or multiples thereof of substantially the tenor recited above. Upon request of the City, the Trustee shall authenticate definitive Bonds in exchange for and upon surrender of any equal principal amount of temporary Bonds. Until so exchanged, temporary Bonds shall have the same rights, remedies and security hereunder as definitive Bonds.

Section 2.07 Delivery Of Bonds.

Upon the execution and delivery of this First Supplemental Indenture, the City shall execute and deliver to the Trustee, and the Trustee shall authenticate, the Bonds and deliver them to the purchasers as may be directed by the City as hereinafter in this Section 2.07 provided.

Prior to the delivery by the Trustee of any of the Bonds there shall be filed with the Trustee:

- (a) a copy, duly certified by the City Clerk of the City, of the Ordinance;
- (b) a copy, duly certified by the City Clerk of the City, of the General Airport Revenue Bond Ordinance;
- (c) a copy, duly certified by the City Clerk of the City, of the Second Lien Indenture;
- (d) original executed counterparts of the Indenture and this First Supplemental Indenture;
- (e) a Counsel's Opinion to the effect that (i) the Indenture and this First Supplemental Indenture have been duly and lawfully authorized by all necessary action on the part of the City, have been duly and lawfully executed by authorized officers of the City, are in full force and effect and are valid and binding upon the City and enforceable in accordance with their terms (except as limited by any applicable bankruptcy, liquidation, reorganization, insolvency or other similar laws or by general principles of equity if equitable remedies are sought); (ii) the Indenture and this First Supplemental Indenture create the valid pledge of Third Lien Revenues, monies and securities which they purport to create; and (iii) upon their execution, authentication and delivery, the Bonds will have been duly and validly authorized and issued in accordance with the Constitution and laws of the State of Illinois, the Indenture and this First Supplemental Indenture; and
- (f) a written order as to the delivery of the Bonds, executed by an Authorized Officer stating (i) the identity of the purchasers, aggregate purchase price and date and place of delivery of the Bonds and (ii) that no Event of Default has occurred and is continuing under the Indenture or this First Supplemental Indenture.

Section 2.08 Mutilated, Lost, Stolen Or Destroyed Bonds.

In the event any Bond is mutilated, lost, stolen or destroyed, the City may execute and the Trustee may authenticate a new Bond of like date, maturity, interest rate and denomination as the Bond mutilated, lost, stolen or destroyed, provided that, in the case of any mutilated Bond, such mutilated Bond shall first be surrendered

to the Trustee, and in the case of any lost, stolen or destroyed Bond, there shall be first furnished to the City and the Trustee evidence of such loss, theft or destruction satisfactory to the City and the Trustee, together with indemnity satisfactory to them. In the event any such Bond shall have matured, instead of issuing a substitute Bond the City may pay the same without surrender thereof. The City and the Trustee may charge the Registered Owner of such Bond with their reasonable fees and expenses in this connection. All Bonds so surrendered to the Trustee shall be canceled and destroyed, and evidence of such destruction shall be given to the City. Upon the date of final maturity or redemption of all of the Bonds, the Trustee shall destroy any inventory of unissued certificates.

Section 2.09 Registration And Exchange Of Bonds; Persons Treated As Owners.

The City shall cause books for the registration and for the transfer of the Bonds as provided in this First Supplemental Indenture to be kept by the Trustee as the Bond Registrar of the City. Upon surrender for transfer of any Bond at the principal office of the Bond Registrar duly endorsed for transfer or accompanied by an assignment duly executed by the Registered Owner or his or her attorney duly authorized in writing, the City shall execute and the Bond Registrar shall authenticate and deliver in the name of the transferee or transferees a fully registered Bond for a like aggregate principal amount.

Bonds may be exchanged at the principal office of the Bond Registrar for a like aggregate principal amount of fully registered Bonds of the same maturity of other authorized denominations. The City shall execute and the Bond Registrar shall authenticate and deliver Bonds which the Bondowners making the exchange are entitled to receive, bearing numbers not contemporaneously then outstanding. The execution by the City of any Bond of any denomination shall constitute full and due authorization of such denomination and the Bond Registrar shall thereby be authorized to authenticate and deliver such Bond.

The Bond Registrar shall not be required to register for transfer or exchange any undelivered Bond or any Bond after the giving of notice calling such Bond for redemption or partial redemption.

The person in whose name any fully registered Bond is registered at the close of business on any Record Date with respect to any Interest Payment Date shall be entitled to receive the interest payable on such Interest Payment Date notwithstanding the cancellation of such registered Bond upon any transfer or exchange thereof subsequent to the Record Date and prior to such Interest Payment Date, except if and to the extent there shall be a default in the payment of the interest due on such Interest Payment Date, in which case such defaulted interest shall be paid to the person in whose name such Bond is registered either at the close of business on the day preceding the date of payment of such defaulted

interest or on a subsequent Record date for such payment if one (1) shall have been established as hereinafter provided. A subsequent Record Date may be established by or on behalf of the City by notice mailed to the Registered owners of Bonds not less than ten (10) days preceding such Record Date, which Record Date shall be not more than thirty days (30) prior to the subsequent interest payment date.

Except as provided in the Indenture, to any Bond the person in whose name the same shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of principal, premium, if any, or interest on any Bond shall be made only to or upon the written order of the Registered Owner thereof or his legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

In each case the Bond Registrar shall require the payment by the Bondowner requesting exchange or transfer of any tax or other governmental charge required to be paid with respect to such exchange or transfer, but otherwise no charge shall be made to the Bondowner for such exchange or transfer.

Section 2.10 Book-Entry Provisions.

The provisions of this section shall apply so long as the Bonds are maintained in book-entry form with D.T.C. or another Securities Depository, any provisions of this First Supplemental Indenture to the contrary notwithstanding.

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

(b) Replacement Of The Securities Depository. If (i) the City determines or (ii) the City receives notice that the Securities Depository has received notice from its Participants having interest in at least fifty percent (50%) in principal amount of the Bonds that the Securities Depository or its successor is incapable of

discharging its responsibilities as a securities depository or that it is in the best interest of the beneficial owners that they obtain certificated Bonds, the City may (or in the case of clause (ii) above, the City shall) cause the Trustee to authenticate and deliver Bond certificates. The City shall have no obligation to make any investigation to determine the occurrence of any events that would permit the City to make any Determination described in this paragraph.

(c) Discontinuance Of Book-Entry Or Change Of Securities Depository. If, following a determination or event specified in paragraph (b) above, the City discontinues the maintenance of the Bonds in book-entry form with the then current Securities Depository, the City will issue replacement Bonds to the replacement Securities Depository, if any, or, if no replacement Securities Depository is selected for the Bonds, directly to the Participants as shown on the records of the former Securities Depository or, to the extent requested by any Participant, to the beneficial owners of the Bonds shown on the records of such Participant. Replacement Bonds shall be in fully registered form and in Five Thousand Dollar (\$5,000) denominations or any integral multiple thereof, be payable as to interest on the interest payment date of the Bonds by check or draft mailed to each Registered Owner at the address of such Registered Owner as it appears on the bond registration books maintained by the City for such purpose at the principal corporate trust office of the Trustee or at the option of any Registered Owner of not less than One Million Dollar (\$1,000,000) principal amount of bonds, by wire transfer to any address in the continental United States of America on such interest payment date to such Registered Owner as of such Record date, if such Registered Owner provides the Trustee with written notice of such wire transfer address at least fifteen (15) days prior to such Record Date (which notice may provide that it will remain in effect with respect to subsequent interest payment dates unless and until changed or revoked by subsequent notice). Principal and redemption premium, if any, on the replacement Bonds are payable only upon presentation and surrender of such replacement Bond or Bonds at the principal corporate trust office of the Trustee.

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

*Article III.**Redemption Of Bonds Before Maturity.*

Section 3.01 Redemption Dates And Prices.

The Bonds shall be subject to redemption prior to maturity in the amounts, at the times and in the manner provided in this Article III.

(a) Optional Redemption. The Bonds maturing on or after January 1, ____ are subject to redemption otherwise than from mandatory Sinking Fund Payments, at the option of the City, on or after January 1, ____, as a whole or in part at any time, and if in part, in such order of maturity as the City shall determine and within any maturity by lot, at a redemption price equal to the principal amount of each Bond to be redeemed, plus if such Bond is to be redeemed in any period shown below, the redemption price, expressed as a percentage of such principal amount, set opposite such period, plus accrued interest to the date of the redemption:

Period (both dates inclusive)	Redemption Price (expressed as a percentage)

(b) Mandatory Sinking Fund Redemption. The Bonds maturing on January 1, ____, are subject to mandatory redemption, in part by lot as provided in the Indenture from mandatory Sinking Fund Payments, on January 1 in each of the years and in the respective principal amounts set forth below, at a redemption price equal to the principal amount thereof to be redeemed:

Year	Principal Amount

The Bonds maturing on January 1, ____, are subject to mandatory redemption, in part by lot as provided in the Indenture from mandatory Sinking Fund Payments, on January 1 in each of the years and in the respective principal amounts set forth below, at a redemption price equal to the principal amount thereof to be redeemed:

Year	Principal Amount

If the City redeems Bonds pursuant to optional redemption or purchases Bonds subject to mandatory redemption and cancels the same, then an amount equal to the principal amount of Bonds of such maturity so redeemed or purchased shall be deducted from the mandatory redemption requirements as provided for such Bonds of such maturity in such order as the City Comptroller shall determine.

Section 3.02 Notice Of Redemption.

Notice of the redemption of Bonds or any portion thereof pursuant to Section 3.01 hereof identifying the Bonds or portions thereof to be redeemed, specifying the redemption date, the Redemption Price, the places and dates of payment and that from the redemption date interest will cease to accrue, shall be given by the Trustee by mailing a copy of such redemption notice not less than thirty (30) nor more than sixty (60) days prior to the date fixed for redemption, to the Registered Owner of each Bond to be redeemed in whole or in part at the address shown on the registration books, Failure to mail any such notice to the Registered Owner or any Bond or any defect therein shall not affect the validity of the proceedings for such redemption of Bonds.

Any notice mailed as provided in this section shall be conclusively presumed to have been duly given, whether or not the Registered Owner of any Bond receives the notice.

Section 3.03 Deposit Of Funds.

For the redemption of any of the bonds, the City shall cause to be deposited in the Principal and Interest Account monies sufficient to pay when due the principal of and premium, if any, and interest on the redemption date to be applied in accordance with the provisions of Section 4.05 hereof.

Section 3.04 Partial Redemption Of Bonds.

(a) In case a Bond is of a denomination larger than Five Thousand Dollars (\$5,000), all or a portion of such Bond (equal to Five Thousand Dollars (\$5,000) or any integral multiple thereof) may be redeemed but such Bond shall be redeemed only in a principal amount equal to Five Thousand Dollars (\$5,000) or any integral

multiple thereof.

(b) Upon surrender of any Bond for redemption in part only, the City shall execute and the Bond Registrar shall authenticate and deliver to the Registered Owner thereof, at the expense of the City, a new Bond or Bonds of Authorized Denominations in aggregate Principal amount equal to the unredeemed portion of the Bond surrendered.

Section 3.05 Selection Of Bonds For Redemption.

If less than all of the Bonds of a maturity are called for redemption, the Bonds (or portions thereof) to be redeemed shall be selected by lot by the Trustee.

Article IV.

Revenues And Funds.

Section 4.01 Source Of Payment Of Bonds.

The Bonds are not general obligations of the City but are limited obligations as described in Section 2.04 hereof and as provided herein and in the Indenture.

Section 4.02 Creation Of Sub-Fund, Accounts And Sub-Account In The Third Lien Revenue Fund.

(a) Creation Of 2002A Dedicated Sub-Fund. There is hereby created by the City and ordered established with the Trustee a separate and segregated sub-fund within the Third Lien Revenue Fund, such sub-fund to be designated the "Chicago O'Hare International Airport 2002A Third Lien Bond Dedicated Sub-Fund" (hereinafter called the "2002A Dedicated Sub-Fund"). Monies on deposit in the 2002A Dedicated Sub-Fund, and in each Account and Sub-Account established therein as hereinafter provided, shall be held in trust by the Trustee for the sole and exclusive benefit of the Registered Owners of the Bonds and the Credit Provider, and shall not be used or available for the payment of any other Third Lien Obligations.

(b) Creation Of Accounts And Sub-Account. There are hereby created by the City and ordered established with the Trustee separate Accounts within the 2002A Dedicated Sub-Fund, and a separate Sub-Account within one of said Accounts, designated as follows;

(i) Costs of Issuance Account: an Account to be designated the "Chicago O'Hare International Airport 2002A Third Lien Costs of Issuance Account" (hereinafter called the "Costs of Issuance Account");

(ii) Program Fee Account: an Account to be designated the "Chicago O'Hare International Airport 2002A Third Lien Program Fee Account" (hereinafter called the "Program Fee Account");

(iii) Debt Service Reserve Account: an Account to be designated the "Chicago O'Hare International Airport 2002A Third Lien Debt Service Reserve Account" (hereinafter called the "Debt Service Reserve Account"); and

(iv) Principal and Interest Account: an Account to be designated the "Chicago O'Hare International Airport 2002A Third Lien Principal and Interest Account" (hereinafter called the "Principal and Interest Account").

Section 4.03 Application Of Bond Proceeds.

The proceeds received by the City from the sale of the Bonds shall be applied as follows:

(a) Principal and Interest Account: the Trustee shall deposit into the Principal and Interest Account accrued interest received upon the sale of the Bonds;

(b) Transfer to First Lien Trustee: the amount of \$_____ shall be transferred to the First Lien Trustee to be applied in accordance with the Refunding Escrow Agreement;

(c) Costs of Issuance Account: the Trustee shall deposit the amount of \$_____ into the Cost of Issuance Account; and

(d) Transfer to Insurer: the amount of \$_____ shall be paid to the Insurer.

Section 4.04 Deposits Into 2002A Dedicated Sub-Fund And Accounts Therein.

On January 1 and July 1 of each year, commencing _____, 200__ (each such date referred to herein as the "Deposit Date") there shall be deposited into the 2002A Dedicated Sub-Fund from amounts on deposit in the Third Lien Revenue Fund an amount equal to the aggregate of the following amounts, which amounts shall have been calculated by the Trustee on the next preceding December 5 or June 5 (in the case of each January 1 or July 1, respectively) (such aggregate amount with respect to any Deposit Date being referred to herein as the "2002A Deposit Requirement"):

(a) for deposit into the Principal and Interest Account, an amount equal to the aggregate of: (i) commencing _____, 200__, one-half (½) of the Principal Installment coming due on the Bonds on the January 1 next succeeding such date of calculation and (ii) the amount of interest due on the Bonds on the current Deposit Date (reduced in the case of each January 1 Deposit Date by investment earnings credited as of the immediately prior calculation date to the Principal and Interest Account);

(b) for deposit into the Debt Service Reserve Account, the amount, if any, required as of the close of business on such Deposit Date to restore the Debt Service Reserve Account to an amount equal to the Reserve Requirement; and

(c) for deposit into the Program Fee Account, the amount estimated by the City to be required as of the close of business on such Deposit Date to pay all fees and expenses with respect to the Bonds during the semi-annual period commencing on such Deposit Date.

In addition to the 2002A Deposit Requirement, there shall be deposited into the 2002A Dedicated Sub-Fund any other monies received by the Trustee under and pursuant to the Indenture or this First Supplemental Indenture, when accompanied by directions from the person depositing such monies that such monies are to be paid into the 2002A Dedicated Sub-Fund and to one (1) or more accounts therein.

Section 4.05 Use Of Monies In Certain Accounts For Payment Of Bonds And 2002A Credit Agreement Obligations.

Monies in the Principal and Interest Account and the Debt Service Reserve Account shall be used solely for the payment of the principal of, premium, if any, and interest on the Bonds, for the redemption of the bonds prior to maturity and for the payment of any 2002A Credit Agreement Obligations. Funds for such payments shall be derived from the following source or sources but only in the following order or priority:

(a) for payment of principal of, premium, if any, and interest due on each Payment Date with respect to the Bonds (including the optional redemption of Bonds pursuant to Section 3.01(a) hereof) and not otherwise provided for, from monies held in the Principal and Interest Account, ratably, without preference or priority of any kind;

(b) for the payment of any 2002A Credit Agreement Obligations from monies held in the Principal and Interest Account; and

(c) for payment of principal of, premium, if any, and interest due on each Payment Date with respect to the Bonds and not otherwise provided for, from amounts held in the Debt Service Reserve Account (except for any amounts therein representing investment income required to be paid to the First Lien Trustee pursuant to Section 5.02 hereof), ratably, without preference or priority of any kind.

Section 4.06 Use Of Monies In The Costs Of Issuance Account And The Program Fee Account.

Monies deposited into the Costs of Issuance Account pursuant to Section 4.03(c) shall be used solely for the payment or reimbursement of Costs of Issuance of the Bonds as directed in a Certificate filed with the Trustee. If after the payment of all Costs of Issuance, as specified in a Certificate filed with the Trustee, there shall be any balance remaining in the Costs of Issuance Account, such balance shall be transferred to the Program Fee Account. Monies deposited into the Program Fee Account pursuant to Section 4.04(c) hereof shall be used solely for the payment of fees and expenses with respect to the Bonds as set forth in a Certificate filed with the Trustee.

Section 4.07 Tax Covenants.

The City covenants to take any action required by the provisions of the Code and within its power to take in order to preserve the exemption from federal income taxation of interest on the Bonds (other than with respect to an alternative minimum tax imposed on interest on the Bonds), including, but not limited to, the provisions of Section 148 of the Code relating to "arbitrage bonds."

Section 4.08 Nonpresentment Of Bonds.

In the event any Bond shall not be presented for payment when the principal thereof becomes due, either at maturity, or at the date fixed for redemption thereof, or otherwise, if monies sufficient to pay any such Bond shall have been made available to the Trustee for the benefit of the Registered Owner or Owners thereof, subject to the provisions of the immediately following paragraph, all liability of the City to the Registered Owner thereof for the payment of such Bond shall forthwith cease, determined and be completely discharged, and thereupon it shall be the duty of the Trustee to hold such monies, without liability for interest thereon, for the benefit of the Registered Owner of such Bond who shall thereafter be restricted exclusively to such monies, for any claim of whatever nature on his or her part under the Indenture or this First Supplemental Indenture or on, or with respect to, such Bond.

Any monies so deposited with and held by the Trustee not so applied to the payment of Bonds within two (2) years after the date on which the same shall have become due shall be repaid by the Trustee to the City upon direction of an Authorized Officer, and thereafter the Registered Owners of such Bonds shall be entitled to look only to the City for payment, and then only to the extent of the amount so repaid, and all liability of the Trustee with respect to such monies shall thereupon cease, and the City shall not be liable for any interest thereon and shall not be regarded as a trustee of such monies.

Before being required to make any such payment to the City, the trustee may, at the expense of the City, publish such notice as may be deemed appropriate by the Trustee listing the Bonds so payable and not presented, and stating that such monies remain unclaimed and that after a date set forth therein any balance thereof then remaining will be paid to the City. The obligation of the Trustee under this Section 4.08 to pay any such funds to the City shall be subject, however, to any provisions of law applicable to the Trustee or to such funds providing other requirements for disposition of unclaimed property.

Section 4.09 Monies To Be Held In Trust.

All monies required to be deposited with or paid to the Trustee for the account of any Fund or Account referred to in any provision of this First Supplemental Indenture shall be held by the Trustee in trust as provided in Section 1003 of the Indenture, and shall, while held by the Trustee, constitute part of the Trust Estate and be subject to the lien or security interest created hereby.

Section 4.10 Debt Service Reserve Account.

(a) Concurrent with the issuance and delivery of the Bonds, the City shall deliver or cause to be delivered to the Trustee a Qualified Reserve Account Credit Instrument in an amount equal to the Reserve Requirement. The Trustee shall hold the Qualified Reserve Account Credit Instrument to the credit of the Debt Service Reserve Account.

(b) The Trustee shall draw upon or otherwise collect amounts payable under the Qualified Reserve Account Credit Instrument prior to any expiration or termination thereof and whenever monies are otherwise required for the purposes for which Debt Service Reserve Account monies may be applied under this First Supplemental Indenture.

(c) The City shall maintain the Debt Service Reserve Account in a amount equal to the Reserve Requirement, which requirement may be satisfied with (i) one (1) or more Qualified Reserve Account Credit Instruments, (ii) Qualified Investments or (iii) a combination thereof, provided that the City shall not be in violation of this

requirement during any period if during such period the City is in compliance with the requirements of Section 404 of the Indenture. Any Qualified Investments held to the credit of the Debt Service Reserve Account shall be valued in accordance with Section 305 of the Indenture.

(d) If at any time the Debt Service Reserve Account holds both a Qualified Reserve Account Credit Instrument and Qualified Investments, the Qualified Investments shall be liquidated and the proceeds applied for the purposes for which Debt Service Reserve Account monies may be applied under this First Supplemental Indenture prior to any draw being made on the Qualified Reserve Account Credit Instruments. If the Debt Service Reserve Account holds Qualified Reserve Account Credit Instruments issued by more than one (1) issuer, draws shall be made under such credit instruments on a pro-rata basis. Amounts deposited in the 2002A Dedicated Sub-Fund for the purpose of restoring amounts withdrawn from the Debt Service Reserve Account shall be applied first to pay any 2002A Credit Agreement Obligations due to the Credit Provider under the 2002A Credit Agreement and next to make deposits into the Debt Service Reserve Account.

Article V.

Investment Of Monies.

Section 5.01 Investment Of Monies.

Monies held in the funds, accounts and subaccounts established hereunder shall be invested and reinvested in accordance with the provisions governing investments contained in the Indenture. All such investments shall be held by or under the control of the Trustee and shall be deemed at all times a part of the fund, account or subaccount for which they were made.

Section 5.02 Investment Income.

The interest earned on any investment of monies held hereunder, any profit realized from such investment and any loss resulting from such investment shall be credited or charged to the fund, account or subaccount for which such investment was made; [provided, however, that any interest earned on, and any profit resulting from, the investment of monies on deposit in the Debt Service Reserve Account shall be transferred by the Trustee to the First Lien Trustee for deposit into the Revenue fund established under the General Airport Revenue Bond Ordinance.]

*Article VI.**Discharge Of Lien.*

Section 6.01 Defeasance.

If the City shall pay to the Registered Owners of the Bonds, or provide for the payment of, the principal, and interest and Redemption Price, if any, to become due thereon, at the time and in the manner stipulated in Section 1101 of the Indenture, then this First Supplemental Indenture shall be fully discharged and satisfied. Upon the satisfaction and discharge of this First Supplemental Indenture, the Trustee shall, upon the request of the City, execute and deliver to the City all such instruments as may be desirable to evidence such discharge and satisfaction and the Fiduciaries shall pay over or deliver to the City all Funds, Accounts and other monies or securities held by them pursuant to this First Supplemental Indenture which are not required for the payment or redemption of the Bonds not theretofore surrendered or presented for such payment or redemption.

*Article VII.**Concerning The Trustee.*

Section 7.01 Acceptance Of Trusts.

The Trustee hereby accepts the trusts imposed upon it by this First Supplemental Indenture, and agrees to perform said trust, but only upon and subject to the express terms and conditions set forth herein and in the Indenture. Except as otherwise expressly set forth in this First Supplemental Indenture, the Trustee assumes no duties, responsibilities or liabilities by reason of its execution of this First Supplemental Indenture other than as set forth in the Indenture and this First Supplemental Indenture, and this First Supplemental Indenture is executed and accepted by the Trustee subject to all the terms and conditions of its acceptance of the trust under the Indenture, as fully as if said terms and conditions were herein set forth at length.

Section 7.02 Dealing In Bonds.

The Trustee, in its individual capacity, either as principal or agent, may also engage in or be interested in any financial or other transaction with the City, and may act as depositary, trustee or agent for any committee or body of the owners of

Bonds secured hereby or other obligations of the City as freely as if it did not act in any capacity hereunder.

Article VIII.

Supplemental Indentures.

Section 8.01 Supplements Or Amendments To First Supplemental Indenture.

This First Supplemental Indenture may be supplemented or amended in the manner set forth in Articles VII and VIII, respectively, of the Indenture.

Section 8.02 Consent Of Insurer Required.

Anything herein to the contrary notwithstanding, a supplemental indenture under this article shall not become effective unless and until the Insurer shall have consented to the execution and delivery of such supplemental indenture.

Article IX.

Miscellaneous.

Section 9.01 First Supplemental Indenture As Part Of Indenture.

This First Supplemental Indenture shall be construed in connection with and as a part of the Indenture and all terms, conditions and covenants contained in the Indenture, except as herein modified and except as restricted in the Indenture to Third Lien Obligations of another Series, shall apply and be deemed to be for the equal benefit, security and protection of the Bonds.

Section 9.02 Severability.

If any provision of this First Supplemental Indenture shall be held or deemed to be or shall, in fact, be illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever.

Section 9.03 Payments Due On Saturdays, Sundays And Holidays.

If any payment of interest or principal or redemption premium on the Bonds is due on a date that is not a Business Day, payment shall be made on the next succeeding Business Day with the same force and effect as if made on the date which is fixed for such payment, and no interest shall accrue on such amount for the period after such due date.

Section 9.04 Counterparts.

This First Supplemental Indenture may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 9.05 Rules Or Interpretation.

Unless expressly indicated otherwise, references to sections or articles are to be construed as references to sections or articles of this instrument as originally executed. Use of the words "herein", "whereby", "hereunder", "hereof", "hereinbefore", "hereinafter" and other equivalent words refer to this First Supplemental Indenture and not solely to the particular portion in which any such word is used.

Section 9.06 Captions.

The captions and headings in this First Supplemental Indenture are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this First Supplemental Indenture.

Section 9.07 Additional Notice.

Copies of all notices, certificates or other communications given to the City or the Trustee pursuant to the requirements of the Indenture or this First Supplemental Indenture, at the addresses set forth in Section 1105 of the Indenture, shall be given to the Insurer at the same time and in the same manner, addressed as follows:

In Witness Whereof, City has caused these presents to be executed in its name and with its official seal hereunto affixed and attested by its duly authorized officials, and to evidence its acceptance of the trust hereby created, and Trustee has caused these presents to be executed in its corporate name and with its corporate seal hereunto affixed and attested by its duly authorized officers, as of the date first above written.

City of Chicago

By: _____
Chief Financial Officer

[Seal]

_____, as Trustee

Attest:

By: _____
Deputy City Clerk

By: _____
Authorized Signatory

[Seal]

Attest:

By: _____
Authorized Signatory

AMENDMENT TO REGULATIONS GOVERNING ADMINISTRATION
OF CLASSIFICATION PLAN AND EMPLOYEE BENEFITS
FOR CLASSIFIED POSITIONS.

The Committee on Finance submitted the following report:

CHICAGO, February 6, 2002.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an amendment to the Regulations Governing the Administration of the Classification Plan and Employee Benefits for Classified Positions, commonly known as the Salary Resolution, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Adopt* the proposed amended 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, Hairston, Beavers, Stroger, Beale, Pope, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 48.

Nays -- None.

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

The following is said resolution as adopted:

WHEREAS, Decreasing revenues to the City will, without further action, cause a deficit in the 2002 Budget, contrary to law; and,

WHEREAS, The City Council has determined that various cost-cutting measures will be required to avoid this deficit; and

WHEREAS, An equitable measure to help reduce this deficit is a limited budget-required furlough for those salaried employees best able to sustain a small reduction in pay; now, therefore,

Be It Resolved:

SECTION 1. Subsection G (1)(d) of the Regulations Governing the Administration of the Classification Plan and Employee Benefits for Classified Positions set forth in the Annual Appropriation Ordinance, commonly known as the Salary Resolution, is hereby amended by adding the language in italics and deleting the language in brackets, as follows:

(d) Any paid holiday in the pay period shall be counted as a regular working day. *Except as provided in Subsection (11),* [If an employee is absent without pay on the last working day preceding or the first working day following such holiday, the holiday shall be considered as an additional day absent without pay.]

SECTION 2. Section G of the Regulations Governing the Administration of the Classification Plan and Employee Benefits for Classified Positions set forth in the Annual Appropriation Ordinance is hereby amended by adding thereto a new Subsection (11), as follows:

(11) Unpaid Budget-Required Furlough Day in 2002.

Due to Budget requirements, each non-represented salaried employee holding a position on January 1, 2002 whose 2002 annual salary is Fifty-five Thousand Dollars (\$55,000) or above will be required to take a one (1) day unpaid furlough in 2002 as provided herein. Provided, however, that this requirement shall not apply to employees in titles which are classified below Grade 16 on the B Salary Schedule or below Grade 06 on the G Salary Schedule.

The unpaid furlough day must be taken during the period beginning February 11 through February 22, 2002. It may not be taken on days designated for celebration of Lincoln's Birthday or Washington's Birthday. In the event that serious operational problems are presented to a department by this requirement a department head

may, with the approval of the Budget Director, designate the period from May 28 through May 31, 2002, for taking the unpaid furlough day within his or her department. In the event that an employee initially scheduled for an unpaid furlough day in February is required to work by his or her department, that employee will be required to take his or her unpaid furlough day during the period from May 28 through May 31, 2002. Employees must coordinate their unpaid furlough day with their immediate supervisor(s) and must notify their timekeeper at least three (3) days in advance of the date to be taken. Under no circumstances may an employee work for the City on his or her one (1) day unpaid furlough.

Employees who use CATA for time and attendance but who are not generally required to swipe in and out must swipe in and out during the week in which their unpaid furlough day is taken. Supervisors are required to monitor the work hours of employees taking the one (1) day unpaid furlough to insure that no employee exceeds forty (40) hours of work during the week the furlough day is taken.

Employees who are required to take the one (1) day unpaid furlough will have their gross pay reduced by approximately 1/261st of their annual salary with respect to the furlough day. This is equivalent to one (1) day of work for an employee working five (5) days per week, fifty-two (52) weeks per year.

Notwithstanding the provisions of Subsection G (1)(d), an employee will not be denied pay for a holiday because he or she takes the one (1) day unpaid furlough day immediately before or after the holiday.

Timekeepers will enter Pay Code __ and the number of regularly scheduled work hours with respect to an employee taking the one (1) day unpaid furlough.

SECTION 3. Section J of the Regulations Governing the Classification Plan and Employee Benefits for Classified Positions set forth in the Annual Appropriation Ordinance is hereby amended by adding the language in italics and deleting the language in brackets, as follows:

J. Effective Date of Resolution.

This resolution shall be effective on and after its passage [January 1, 1998], and until amended by action of the City Council.

[This amendatory Resolution shall be effective retroactively to January 1, 1998.]

AUTHORIZATION FOR EXECUTION OF REMOTE ACCESS
USER AGREEMENT WITH COOK COUNTY RECORDER
OF DEEDS CONCERNING DATABASE OF
LAND TITLE INFORMATION.

The Committee on Finance submitted the following report:

CHICAGO, February 6, 2002.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the execution of an intergovernmental agreement with the Cook County Recorder of Deeds concerning land title database information, 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, Hairston, Beavers, Stroger, Beale, Pope, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 48.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago (the "City") is a municipal corporation and home rule unit of local government under Article VII, Section 6(a) of the 1970 Constitution of the State of Illinois; and

WHEREAS, Cook County (the "County") is a body politic and corporate of the State of Illinois and a home rule unit of local government under Article VII, Section 6(a) of the 1970 Constitution of the State of Illinois; and

WHEREAS, The City Council of the City has previously enacted an ordinance entitled: "An Ordinance of the City of Chicago Authorizing the Department of Business and Information Services to enter into Database Sharing Agreements with Cook County by and through various Cook County Offices" on November 4, 1998 which is stated at pages 80233 -- 80235 of the *Journal of the Proceedings of the City Council* (the "1998 Ordinance"); and

WHEREAS, The 1998 Ordinance authorized database sharing with Cook County on a no-fee basis; and

WHEREAS, The City desires access for various City departments to the database of land title information developed by the Cook County Recorder; and

WHEREAS, The Cook County Recorder is authorized to negotiate contracts with various commercial and non-commercial entities for the purpose of providing remote access to its computerized indexing system under Cook County Ordinance Number 96-0-23 dated November 7, 1996 entitled: "The Recorder of Deeds Remote Access Ordinance", which also sets the fee per transaction for remote access users; and

WHEREAS, The City and the Cook County Recorder have agreed to the fee terms and other terms for access to the Cook County Recorder's database, and such agreement is set forth in the text of a proposed form of agreement entitled: "Cook County Recorder of Deeds Computerized Indexing System Remote Access User Service Agreement" (the "Remote Access User Agreement") which is Exhibit A hereto; and

WHEREAS, The Remote Access User Agreement provides for a single bill for services from the Cook County Recorder to be sent to the City's Law Department for processing and payment, but each City department with database access will be responsible for its own database access transactions; and

WHEREAS, Each City department with database access subject to the Remote Access User Agreement will use City corporate funds or other legally available funds to pay for its database access transactions; now, therefore,

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

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

SECTION 2. Authority. The Chief Information Officer of the Department of Business and Information Services (the "C.I.O.") or a designee of the C.I.O. are each hereby authorized, with the approval of the City's Corporation Counsel as to form and legality, to negotiate, execute and deliver the Remote Access User Agreement with the Cook County Recorder substantially in the form attached hereto as Exhibit A and made a part hereof, and such other supporting documents as may be necessary or appropriate to carry out and comply with the Remote Access User Agreement, with such changes, deletions and insertions as shall be approved by the person(s) executing the Remote Access User Agreement.

SECTION 3. Invalidity Of Any Section. If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, then the invalidity or unenforceability of such provision will not affect any of the remaining provisions of this ordinance.

SECTION 4. Supersede. All ordinances, resolutions, motions or orders in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 5. Effective Date. This ordinance shall be in full force and effect immediately upon its passage and approval.

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

Exhibit "A".
(To Ordinance)

Contract For Services

*Cook County Recorder Of Deeds/Computerized Indexing System/
Remote Access User Service Agreement*

Between

The County Of Cook, Illinois

And

City Of Chicago.

This agreement is made and entered into by and between the County of Cook (the "County") and City of Chicago -- (The "Remote Access User") pursuant to authorization of the Cook County Board of Commissioners as evidenced by the Board authorization attached hereto as (Sub)Exhibit A -- The Recorder of Deeds Remote Access Ordinance.

Whereas, Pursuant to the Recorder of Deeds Remote Access Ordinance, Number 96-0-23, adopted November 7, 1996, the Recorder of Deeds (the "Recorder") is granted authority to negotiate contracts with various commercial and non-commercial entities for the purpose of providing remote access to its Computerized Indexing System (the "System"); and

Whereas, The Remote Access User desires to obtain the services offered by the Recorder to acquire information from the System from remote locations as set forth in (Sub)Exhibit B;

Now, Therefore, In consideration of the premises and the mutual undertakings herein set forth, the parties agree as follows:

I.

Term.

This agreement shall commence upon full execution of this agreement by both parties and shall continue until terminated by either party in accordance with Section V below.

II.

System Access.

The County shall provide access to the stored information within the System to the Remote Access User during the Recorder's normal business hours. Access to the System is limited to a "read-only" mode. The Remote Access User shall not permit any unauthorized access to the System. An Authorized User is an individual or entity who has been issued a user identification number ("RACF ID") and a password by the County for remote access to the System. In order to gain Authorized User RACF IDs and passwords for additional Remote Access User departments and or locations, a written request shall be submitted by the Remote Access User to the Recorder. Upon the Recorder's approval, there shall be an addendum made to this agreement reflecting an updated list of all Authorized Users covered by this agreement.

The Remote Access User shall be responsible for all installation, hook-up, equipment and maintenance costs and charges in connection with its access to the System. The County and Recorder make no guarantee as to the accuracy of the data, information, records or documents contained in the System. All data, information, records or documents obtained from the System are provided "as is" with no warranty of any kind, express or implied, including but not limited to the warranties of performance, merchantability and fitness for a particular purpose.

The Remote Access User shall not create nor make any representation that any document created by the Remote Access User from the data, information, records or documents obtained from the System is an "official" County or Recorder document. The Remote Access User shall indemnify and hold the County and Recorder harmless for the Remote Access User's use of the data, records or documents obtained from the System.

The Remote Access User agrees that the information received from the System will not be used by it in violation of any federal or state law or regulation or be used by it to aid any person or organization to commit a violation of any federal or state law or regulation.

The Recorder reserves the right to promulgate rules and regulations concerning access to the System. Where such rules and regulations are promulgated by the Recorder, a copy of such rules and regulations shall be provided to the Remote Access User.

III.

Billing And Payment.

The Remote Access User shall be charged a fee of ten cents (\$.10) per transaction. A transaction is defined as every time the Remote Access User hits the "enter" key, "function" key and "page" key of the System. The Recorder shall transmit an invoice within fifteen (15) days following the end of each calendar month of this agreement which shall reflect all fees owed to the County by the Remote Access User. The Remote Access User shall remit payment to the Recorder within fifteen (15) days of receipt of the Recorder's invoice. All checks shall be made payable to the "Cook County Recorder of Deeds".

Any payment due hereunder which is not paid in accordance with the terms of this agreement shall be deemed late and shall constitute a default of this agreement. In the event of a default by the Remote Access User, the County shall have the right to terminate this agreement. In addition, all late payments shall be charged a fee of one percent (1%) per month on the amount remaining unpaid until full payment is received by the Recorder.

Subject to the Cook County Board of Commissioner's approval, the per transaction fee may be increased or decreased. The new per transaction fee shall be effective sixty (60) days after the date of the notice to the Remote Access User regarding such increase or decrease.

To The Recorder:

Office of the Recorder of Deeds of
Cook County, Illinois
118 North Clark Street, Room 230
Chicago, Illinois 60602
Attention: Accounting Department

To Remote Access User:

City of Chicago
Department of Law
30 North LaSalle Street, Room 1700
Chicago, Illinois 60602
Attention: Finance Officer

City of Chicago Departmentalized Remote Access Bill (user ID assigned by County MIS Department) and the transaction report generated by MIS shall be forwarded to the City Department of Law, who shall remit payment on behalf of the Remote Access Users, pursuant to the terms above-referenced.

IV.

Termination.

This agreement may be terminated for default immediately upon notice to the Remote Access User. Either party may terminate this agreement for convenience upon thirty (30) days prior written notice to the other party at the addressed reference in Paragraph III above.

V.

Miscellaneous Provisions.

A. Severability: The parties agree that to the extent a court of competent jurisdiction shall determine that any part or provision of this agreement is unenforceable as a matter of law, such part or provision of this agreement shall be deemed severable and the remainder of this agreement shall survive.

B. Governing Law: This agreement shall be governed, interpreted and construed according to the laws of the State of Illinois.

C. Amendment: This agreement contains the entire agreement of the parties and shall supersede any prior written or oral agreements or understandings. This agreement may only be altered, modified or amended upon the written consent and agreement of all parties hereto duly adopted as required by law.

D. Compliance With Laws: The parties hereto agree to observe and comply with all federal, state and local laws which may in any manner affect performance under this agreement.

E. Assignment: This agreement shall not be subcontracted or any part thereof assigned without the express written approval of the County. The unauthorized subcontracting or assignment of the rights acquired pursuant to this agreement shall be deemed a material breach and shall subject the Remote Access User to termination of this agreement.

F. Non-Liability: Neither the Recorder nor the County shall be liable for failing to fulfill any obligation under this agreement if such failure is caused by an event beyond such parties reasonable control.

VI.

(Sub)Exhibits.

The following documents are attached to this agreement and incorporated into this agreement:

1. (Sub)Exhibit A. The Recorder of Deeds Remote Access Ordinance.
2. (Sub)Exhibit B. Departments and Locations.

In Witness Whereof, The parties hereby execute this agreement.

City of Chicago:

Christopher C. O'Brian,
Chief Information Officer,
Department of Business
Information Services

Date: _____

County of Cook:

John H. Stroger, Jr.,
President, Cook County
Board of Commissioners

Date: _____

John F. Chambers,
Cook County Comptroller

Date: _____

David Orr,
Cook County Clerk

Date: _____

Acknowledged:

Eugene M. Moore
Recorder of Deeds
Cook County Recorder
of Deeds' Office
County of Cook

Date: _____

Approved as to form:

Assistant State's Attorney

Date: _____

(Sub)Exhibits "A" and "B" referred to in this Computerized Indexing System Remote Access User Service Agreement with County of Cook read as follows:

(Sub)Exhibit "A".
(To Computerized Indexing System Remote Access User
Service Agreement With County Of Cook)

Ordinance 96-0-23

Sponsored By

*The Honorable John H. Stroger, Jr., President, John P. Daley, Ted Lechowicz
And Maria Pappas, County Commissioners.*

Co-Sponsored By

*The Honorable Jerry Butler, Allan C. Carr, Danny K. Davis, Barclay Fleming,
Carl R. Hansen, Roberto Maldonado, Joseph Mario Moreno, Herbert T.
Schumann, Jr., Richard A. Siebel, Peter N. Silvestri, Deborah Sims,
Bobbie L. Steele And Calvin R. Stuker, County Commissioners.*

Whereas, The Office of the Recorder of Deeds has in operation a Computerized Indexing System; and

Whereas, The data, records and documents within the Computerized Indexing System can be made available to locations remote from the Office of the Recorder of Deeds; and

Whereas, The Office of the Recorder of Deeds wishes to provide public access to the Computerized Indexing System from such remote locations; now, therefore,

Be It Ordained by the Board of Commissioners of Cook County, Illinois:

Section 1. This ordinance shall be known as "The Recorder of Deeds Remote Access Ordinance".

A. The Office of the Recorder of Deeds is granted authority to negotiate contracts with various commercial and non-commercial entities ("Remote Access Users") for the purpose of providing remote access to the Computerized Indexing System in accordance with the provisions set forth herein.

B. The Office of the Recorder of Deeds is also granted authority to negotiate agreements with other State of Illinois Recorder's Offices that have a Computerized Indexing System.

C. All contracts and agreements shall be presented to the Cook County Board of Commissioners for approval and execution.

D. Remote Access Users shall only be entitled to access the Computerized Indexing System in a "read-only" mode. Therefore, Remote Access User agrees to not download or electronically copy data to another computer readable medium.

E. The county and the Office of the Recorder of Deeds shall be held harmless and indemnified by the Remote Access Users for the use of any data, records or documents accessed from the Computerized Indexing System. The County and Office of the Recorder of Deeds shall make no guarantee as to the accuracy of the data, records or documents contained within the Computerized Indexing System. All data, records or documents within the Computerized Indexing System shall be provided "as is" without any warranty of any kind, express or implied, including but not limited to, the warranties of performance, merchantability and fitness of a particular purpose.

F. All Remote Access Users shall be responsible for all installation, hook-up and maintenance costs and charges in connection with access to the Computerized Indexing System.

G. Remote Access Users will be charged ten cents (\$.10) per transaction. A transaction is defined as every time the Remote Access User hits the "enter" key, "function" keys and "page" key of the Computerized Indexing System.

H. All Remote Access Users shall be charged by a monthly invoice which shall be payable upon receipt of invoice. Failure to pay such charges in a timely manner may subject the Remote Access User to termination of the contract.

I. All money paid by Remote Access Users shall be collected by the Office of the recorder of Deeds and shall be turned over to the Cook County Treasurer for deposit in the Cook County General Fund. Such money shall be turned over within thirty (30) days of receipt by the Office of the Recorder of Deeds.

Section 2. This ordinance shall be effective upon passage.

Approved and adopted this seventh (7th) day of November, 1996.

[Seal]

(Signed) John H. Stroger, Jr.
President, Cook County,
Board of Commissioners

Attest: (Signed) David D. Orr.
County Clerk

(Sub)Exhibit "B".

(To Computerized Indexing System Remote Access User
Service Agreement With County Of Cook)

Departments And Locations.

The following departments and locations of the Remote Access User shall have remote access to the System:

Departments.

1. Law.
2. Revenue.
3. Streets and Sanitation.
4. Planning and Development.
5. Business and Information Services.
6. General Services.
7. Housing.
8. Public Building Commission.
9. Buildings.

Locations.

1. The City Hall Offices of City Aldermen.
2. The Ward Offices of City Aldermen.

The Remote Access User's Department of Business Information Services shall submit in writing local unit addresses for the individuals it desires to have Authorized User R.A.C.F. IDs and passwords, as well as provide regular updates of any additions or deletions of Users as warranted. Such information shall be provided in writing to the Recorder's Technical Services Director.

DESIGNATION OF VARIOUS FINANCIAL INSTITUTIONS AS
MUNICIPAL DEPOSITARIES FOR CITY OF CHICAGO
AND CHICAGO BOARD OF EDUCATION FUNDS
FOR FISCAL YEAR 2002.

The Committee on Finance submitted the following report:

CHICAGO, February 6, 2002.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the designation of the municipal depositaries for the City of Chicago and the Chicago Board of Education for the fiscal year 2002, 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.

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

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, Hairston, Beavers, Stroger, Beale, Pope, Balcer, Frias, Olivo, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Hansen, Levar, Shiller, Schuler, M. Smith, Moore -- 47.

Nays -- None.

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

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

The following is said ordinance as passed:

WHEREAS, On October 19, 2001, the City Comptroller advertised for bids from national and state banks and federal and state savings and loan associations for interest upon the funds of the City of Chicago and the Chicago Board of Education to be deposited in banks and savings and loan associations, in accordance with Chapter 2, Section 2-32-400 of the Municipal Code of Chicago (the "Code"); and

WHEREAS, On November 19, 2001, the City Comptroller received bids from financial institutions seeking to be designated as municipal depositaries, and subsequently, determined that thirty (30) bidders were eligible to be so designated; and

WHEREAS, Pursuant to Chapter 2, Section 2-32-400 of the Code, the City Comptroller is required to report such bids to the City Council to the end that an award or awards may be made upon such bids; now, therefore,

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

SECTION 1. That the following national and state banks and federal and state savings and loan associations, pursuant to an advertisement required by the Code have applied to become municipal depositaries of the City of Chicago and Chicago Board of Education for the purpose of holding and paying interest on municipal deposits, and that each financial institution has satisfactorily filed with the City Comptroller the information required by Chapter 2, Sections 2-32-430, 2-32-440 and 2-32-450 of the Code:

Albany Bank & Trust Co., N.A.

Amalgamated Bank of Chicago

American National Bank and Trust Company of Chicago

Associated Bank

Banco Popular North America

Bank of America, N.A.

Bank One N.A.

Citibank, F.S.B.

Cole Taylor Bank

Community Bank of Lawndale

Community Bank of Ravenswood

Fifth Third Bank

First Commercial Bank

Harris Trust & Savings Bank

Highland Community Bank

Hyde Park Bank

International Bank of Chicago

Lakeside Bank

LaSalle Bank National Association

Metropolitan Bank & Trust Co.

Mutual Bank

National City Bank of Michigan/Illinois

The Northern Trust Company

Pacific Global Bank

Pullman Bank and Trust Company

Seaway National Bank of Chicago

ShoreBank

South Central Bank

Universal Federal Savings Bank

University National Bank

SECTION 2. The financial institutions listed in Section 1 are hereby designated as legal depositories for City of Chicago and Chicago Board of Education monies for Fiscal Year 2002 and the Treasurer of the City of Chicago may deposit monies received by her in any of these institutions in accordance with Chapter 2, Sections 2-32-470, 2-32-480 and 2-32-490 of the Code.

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

SECTION 4. This ordinance shall be effective from and after its passage.

AUTHORIZATION FOR RESTRUCTURE OF LOAN AGREEMENT
WITH 701 NORTH CENTRAL PARTNERSHIP.

The Committee on Finance submitted the following report:

CHICAGO, February 6, 2002.

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 a loan modification for the 701 North Central Partnership, 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.

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

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, Hairston, Beavers, Stroger, Beale, Pope, Balcer, Frias, Olivo, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 47.

Nays -- None.

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

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

The following is said ordinance as passed:

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

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

WHEREAS, The City Council of the City (the "City Council") enacted an ordinance on November 20, 1985, published at pages 22746 -- 22762, inclusive, of the *Journal of the Proceedings of the City Council* of that date, pursuant to which the City Council authorized the City's Department of Housing (the "Department") to make a loan to Neighborhood Housing Service Redevelopment Corp., an Illinois not-for-profit corporation, in the amount of Three Hundred Forty-three Thousand Two Hundred Fifty Dollars (\$343,250) ("First Loan"), a portion of which was to be used for the rehabilitation of the residential property located at 701 -- 709 North Central Avenue, Chicago, Illinois (the "Property"); and

WHEREAS, The owner of the Property is 701 North Central Partnership, an Illinois limited partnership (the "Partnership"), the general partner of which is New Partnerships, Inc., a Delaware corporation which is wholly owned by N.H.S. Redevelopment Corporation, an Illinois not-for-profit corporation; and

WHEREAS, The Partnership owned the Property at the time of the making of the First Loan, and the City made the First Loan and a second loan in the amount of Two Hundred Seventy Thousand Dollars (\$270,000) in connection with the rehabilitation of the Property (collectively, the "City Loan") to the Partnership; and

WHEREAS, In connection with the City Loan, the Partnership has executed those two (2) certain Notes in the principal amounts of Two Hundred Seventy Thousand Dollars (\$270,000) and Three Hundred Forty-three Thousand Two Hundred Fifty Dollars (\$343,250) in favor of the City, which are secured by, respectively, among other things, that certain Junior Mortgage, Assignment of Rents and Security Agreement dated February 11, 1986 and recorded on February 11, 1986 in the Office of the Recorder of Deeds of Cook County, Illinois (the "Recorder") as Document Number 86060606 made by the Partnership as mortgagor in favor of the City as mortgagee and that certain Junior Mortgage, Assignment of Rents and Security Agreement dated May 1, 1986 and recorded on September 25, 1986 in the Office of the Recorder as Document Number 86436445, as amended by that certain First Amendment to Junior Mortgage, Assignment of Rents and Security Agreement dated December 15, 1986 and recorded on July 23, 1987 in the Office of the Recorder as Document Number 87407164 made by the Partnership as mortgagor in favor of the City as mortgagee (collectively, the "City Mortgage"); and

WHEREAS, The City Mortgage is and was subordinate to that certain Mortgage, Assignment of Rents and Security Agreement dated as of February 11, 1986 made by the Partnership as mortgagor in favor of Harris Trust and Savings Bank, as mortgagee (the "Senior Lender"), recorded on February 11, 1986 in the Office of the Recorder as Document Number 86060605, as amended by that certain Amendment to Mortgage, Assignment of Rents and Security Agreement dated June 30, 1987, and recorded on July 23, 1987 in the Office of the Recorder as Document Number 87407166 and re-recorded on July 30, 1987 in the Office of the Recorder as Document Number 87420816, securing a loan in the original principal amount of Two Hundred Sixty-two Thousand Eight Hundred Three Dollars (\$262,803) made by the Senior Lender to the Partnership in connection with the rehabilitation of the Property (the "Original Senior Loan"); and

WHEREAS, The Partnership has met with certain financial difficulties in the operation of the Property and has requested that the Department approve a proposed restructuring of the City Loan; and

WHEREAS, The Senior Lender has agreed to provide financing to the Partnership in connection with the Property in an amount not to exceed Three Hundred Thousand Dollars (\$300,000) (the "New Senior Loan") which will, among other things, retire the Original Senior Loan, and the Partnership has agreed to mortgage the Property in favor of the Senior Lender to secure the New Senior Loan (the "New Senior Mortgage"); and

WHEREAS, The Department has approved a restructuring of the City Loan in a manner which (1) will not alter the principal amount of the City Loan, (2) will not alter the interest rate on the principal balance of the City Loan, (3) will not alter the maturity date of the City Loan, (4) will alter the repayment terms of the City Loan by deferring certain payment due under the City Loan, (5) will waive late charges due under the City Loan, (6) will subordinate the City Mortgage to the New Senior Mortgage, and (7) may otherwise restructure the City Loan, all in substantial accordance with the terms described above (collectively, the "Restructuring"); now, therefore,

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

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

SECTION 2. The making of the City Loan to the Partnership is hereby ratified, approved and confirmed.

SECTION 3. The Commissioner of the Department (the "Commissioner") or a designee of the Commissioner is hereby authorized, subject to approval of the Corporation Counsel, to enter into and execute such agreements and instruments, and perform any and all acts on behalf of the City as shall be necessary or advisable in connection with the implementation of the Restructuring. The Commissioner is hereby authorized, subject to approval of the Corporation Counsel, to negotiate any and all terms and provisions of such agreements and instruments in connection with the Restructuring which do not substantially modify the terms described above.

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

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

AUTHORIZATION FOR CORPORATION COUNSEL TO ENTER
INTO AND EXECUTE SETTLEMENT AGREEMENT
REGARDING CASE OF OROZCO V.
CITY OF CHICAGO.

The Committee on Finance submitted the following report:

CHICAGO, February 6, 2002.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an order authorizing the Corporation Counsel to enter into and execute a settlement order for the following case: *Orozco v. City of Chicago*, Number 97 L 9304, in an amount of \$1,000,000.00, 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, Hairston, Beavers, Stroger, Beale, Pope, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 48.

Nays -- None.

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

The following is said order as passed:

Ordered, That the Corporation Counsel is hereby authorized and directed to enter into and execute a settlement agreement in the following matter: *Orozco v. City of Chicago*, Number 97 L 9304 in the amount of \$1,000,000.00.

DESIGNATION OF UNITED HELLENIC AMERICAN CONGRESS OF
ILLINOIS AND HELLENIC MUSEUM AND CULTURAL CENTER
AS PROJECT DEVELOPER AND AUTHORIZATION FOR
EXECUTION OF REDEVELOPMENT AGREEMENT
FOR CONSTRUCTION OF MUSEUM, CULTURAL
CENTER AND ASSOCIATED FACILITIES
AT 333 SOUTH HALSTED STREET.

The Committee on Finance submitted the following report:

CHICAGO, February 6, 2002.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the Commissioner of the Department of Planning and Development to enter into and execute a redevelopment agreement with the Hellenic Museum of Chicago, 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, Hairston, Beavers, Stroger, Beale, Pope, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 48.

Nays -- None.

Alderman Beavers 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 (the "City") on March 23, 1989 (the *Journal of the Proceedings of the City Council* of March 23, 1989 at pages 25885 -- 25933), a certain development plan and project (the "Original Plan") for the Madison/Racine Redevelopment Project Area was approved pursuant to the Illinois Tax Increment Allocation Redevelopment Act, as amended (65 ILCS 5/11-74.4-1, et seq.) (the "Act"); and

WHEREAS, Pursuant to an ordinance adopted by the City Council on March 23, 1989 (*Journal of the Proceedings of the City Council* of March 23, 1989 at pages 25874 -- 25879), the Madison/Racine Redevelopment Project Area was designated as a redevelopment project area pursuant to the Act; and

WHEREAS, Pursuant to an ordinance (the "T.I.F. Ordinance") adopted by the City Council on March 23, 1989 (*Journal of the Proceedings of the City Council* of March 23, 1989 at pages 25880 -- 25885), tax increment allocation financing was adopted pursuant to the Act as a means of financing certain Madison/Racine Redevelopment Project Area redevelopment project costs (as defined in the Act) incurred pursuant to the Original Plan; and

WHEREAS, To induce redevelopment in areas adjacent to the Madison/Racine Redevelopment Project Area, on June 10, 1996 (*Journal of the Proceedings of the City Council* of June 10, 1996 at pages 23188 -- 23367), the City Council expanded the boundaries of the Madison/Racine Redevelopment Project Area, and such expanded area was renamed the Near West Redevelopment Project Area (the "Area"), pursuant to ordinances adopting a plan and project for the Area (the "Near West Plan"), designating the Area as a redevelopment project area under the Act and

adopting tax increment financing for the Area; and

WHEREAS, On June 6, 2001 (*Journal of the Proceedings of the City Council of June 6, 2001* at pages 59235 -- 59240), the City Council adopted an ordinance further amending the Original Plan to clarify the portability language in the Near West Plan (the "Amended Plan") and extending the termination date of the Area to December 31, 2013; and

WHEREAS, United Hellenic American Congress of Illinois ("U.H.A.C.") and Hellenic Museum and Cultural Center ("H.M.C.C." and collectively, with U.H.A.C., the "Company"), intend to acquire property (the "Property"), with fee simple title to the Property to be held by Western Springs National Bank and Trust, not personally, but solely as Trustee (the "Trustee") under a Trust Agreement date January 8, 2002 and known as Trust Number 3922, located within the Area and propose to construct an approximately forty thousand (40,000) square foot museum and cultural center with associated exhibit space, research facilities, auditorium, gift shop and offices thereon, and to provide for at least one hundred one (101) on-site and/or off-site parking spaces, as further described in the hereinafter defined Redevelopment Agreement (the "Project"); and

WHEREAS, The Company has proposed to undertake the redevelopment of the Property in accordance with the Amended Plan and pursuant to the terms and conditions of a proposed redevelopment agreement to be executed by the Company, the Trustee and the City, including but not limited to the completion of the Project, to be financed in part by a portion of the City's Tax Increment Allocation Bonds (Near West Redevelopment Project), Series 2000 (the "Bonds"); and

WHEREAS, Pursuant to Resolution 01-CDC-96 adopted by the Community Development Commission of the City of Chicago (the "Commission") on October 23, 2001, the Commission authorized the City's Department of Planning and Development ("D.P.D.") to publish notice pursuant to Section 5/11-74.4-4(c) of the Act of its intention to negotiate a redevelopment agreement with the Company and to request alternative proposals for redevelopment of the Property or a portion thereof; and

WHEREAS, D.P.D. published the notice, requested alternative proposals for the redevelopment of the Property 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 D.P.D. for the redevelopment of the Property or a portion thereof within fourteen (14) days after such publication, pursuant to Resolution 01-CDC-96, the Commission has recommended that the Company be designated as the developer for the Project and that D.P.D. be authorized to negotiate, execute and deliver on behalf of the City a redevelopment agreement with such entity for the Project; now, therefore,

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

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

SECTION 2. The Company is hereby designated as the developer for the Project pursuant to Section 5/11-74.4-4 of the Act.

SECTION 3. The Commissioner of D.P.D. (the "Commissioner") or a designee of the Commissioner are each hereby authorized, with the approval of the City's Corporation Counsel as to form and legality, to negotiate, execute and deliver a redevelopment agreement among the Company, the Trustee and the City in substantially the form attached hereto as Exhibit A and made a part hereof (the "Redevelopment Agreement"), and such other supporting documents as may be necessary to carry out and comply with the provisions of the Redevelopment Agreement, with such changes, deletions and insertions as shall be approved by the persons executing the Redevelopment Agreement.

SECTION 4. The City Council of the City hereby finds that the City is authorized to use a portion of the Bond proceeds in an amount not to exceed Three Million Five Hundred Thousand Dollars (\$3,500,000) for the payment of a portion of the eligible costs included within the Project incurred by the Company.

SECTION 5. Pursuant to the Redevelopment Agreement, the Company has agreed to acquire and construct the Project.

SECTION 6. The Mayor, the Comptroller, the City Clerk, the Commissioner (or his or her designee) and the other officers of the City are authorized to execute and deliver on behalf of the City such other documents, agreements and certificates and to do such other things consistent with the terms of this ordinance as such officers and employees shall deem necessary or appropriate in order to effectuate the intent and purposes of this ordinance.

SECTION 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 effect 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.

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

*Exhibit "A".
(To Ordinance)*

*Hellenic Museum And Cultural Center
Redevelopment Agreement*

By And Between

The City Of Chicago

And

United Hellenic American Congress Of Illinois

And

Hellenic Museum And Cultural Center

And

Western Springs National Bank And Trust, As Trustee.

This Hellenic Museum and Cultural Center redevelopment agreement (this "Agreement") is made as of this ____ day of _____, 2002, by and among the City of Chicago, an Illinois municipal corporation (the "City"), through its Department of Planning and Development ("D.P.D."), United Hellenic American Congress of Illinois, an Illinois not-for-profit corporation ("U.H.A.C."), Hellenic Museum and Cultural Center, an Illinois not-for-profit corporation ("H.M.C.C." and, collectively with U.H.A.C., the "Developer") and Western Springs National Bank and Trust, not personally, but solely as Trustee (the "Trustee") under a trust agreement dated January 8, 2002 and known as Trust Number 3922 (the "Land Trust"). U.H.A.C. and H.M.C.C. are the sole beneficiaries of the Land Trust.

Recitals.

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

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

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

C. City Council Authority: To induce redevelopment pursuant to the Act, the City Council of the City (the "City Council") adopted the following ordinances on March 23, 1989: (1) "An Ordinance of the City of Chicago, Illinois Approving a Redevelopment Plan for Racine Redevelopment Project Area"; (2) "An Ordinance of the City of Chicago, Illinois Designating the Madison/Racine Redevelopment Project Area as a Redevelopment Project Area Pursuant to the Tax Increment Allocation Redevelopment Act"; and (3) "An Ordinance of the City of Chicago, Illinois Adopting Tax Increment Allocation Financing for the Madison/Racine Redevelopment Project Area" (the "T.I.F." Adoption Ordinance"); and, thereafter, on June 10, 1996, the City Council adopted ordinances (the "Expansion Ordinances"), expanding the boundaries of the Madison/Racine Redevelopment Project Area and renaming such expanded area the Near West Redevelopment Project Area (the "Redevelopment Area"); and, thereafter, on June 6, 2001, the City Council adopted an ordinance (the "Extension Ordinance") to clarify the portability language in the redevelopment plan for the Redevelopment Area and extending the termination date of the Redevelopment Area to December 31, 2013 (items (1) -- (3), the Expansion Ordinances and the Extension Ordinance shall be collectively referred to herein as the "T.I.F. Ordinances"). The Redevelopment Area is legally described in (Sub)Exhibit A hereto.

D. The Project: The Developer intends to purchase (the "Acquisition"), with fee simple title to be held by the Trustee, certain property located within the Redevelopment Area at 333 South Halsted Street, Chicago, Illinois 60661 and legally described on (Sub)Exhibit B hereto (the "Property"), and, within the time frames set forth in Section 3.01 hereof, shall commence and complete construction of an approximately forty thousand (40,000) square foot museum and cultural center with associated exhibit space, research facilities, auditorium, gift shop and offices thereon, and provide the parking facilities described in Recital E hereof (the "Facility"). The Facility and related improvements (including but not limited to those T.I.F.-Funded improvements as defined below and set forth on (Sub)Exhibit C are collectively referred to herein as the "Project". The completion of the Project would not reasonably be anticipated without the financing contemplated in this Agreement.

E. Parking Facilities: The Developer shall provide a total of one hundred one (101) parking spaces in connection with the Project as set forth herein. A minimum of eleven (11) parking spaces shall be available on-site. The Developer shall

negotiate with adjacent Property owners for the vacation of West Gladys Avenue and, if successful, shall provide a minimum of fifteen (15) additional parking spaces immediately adjacent to the Property on vacated West Gladys Avenue. In addition, the Developer has entered into agreements with owners of surface lots within one thousand (1,000) feet of the Property for the lease of seventy-five (75) parking spaces to be provided at a discounted rate to visitors of the museum and cultural center. Further agreements between the Developer and third party-developers who plan to construct two (2) parking garages in the area would provide additional parking, which would replace the seventy-five (75) surface-lot parking spaces. However, if the construction of these anticipated parking garages has not begun by the Construction Commencement Date, the Developer shall be required to construct underground parking facilities for an additional forty (40) parking spaces and to provide an additional thirty-five (35) parking spaces through agreement(s) with owner(s) of surface lot(s) within one thousand (1,000) feet of the Property.

F. Redevelopment Plan: The Project will be carried out in accordance with this Agreement and the City of Chicago Near West Redevelopment Project Area Tax Increment Financing Program Redevelopment Plan (the "Redevelopment Plan") attached hereto as (Sub)Exhibit D.

G. City Financing: The City agrees to use, in the amounts set forth in Section 4.03 hereof, a portion of the proceeds of its Tax Increment Allocation Bonds (Near West Redevelopment Project), Series 2000 (the "Bonds") to pay for or reimburse the Developer for the costs of T.I.F.-Funded Improvements pursuant to the terms and conditions of this Agreement.

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

Section 1.

Recitals.

The foregoing recitals are hereby incorporated into this agreement by reference.

*Section 2.**Definitions.*

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

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

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

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

"Change Order" shall mean any amendment or modification to the scope drawings, plans and specifications or the project budget as described in Section 3.03, Section 3.04 and Section 3.05, respectively.

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

"Closing Date" shall mean the date of execution and delivery of this Agreement by all parties hereto.

"Construction Contract" shall mean that certain contract to be entered into between the Developer and the general contractor providing for construction of the Project.

"Corporation Counsel" shall mean the City's Office of Corporation Counsel.

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

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

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

"Equity" shall mean funds of the Developer irrevocably available for the Project, in the amount set forth in Section 4.01 hereof, which amount may be increased pursuant to Section 4.05.

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

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

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

"Hazardous Materials" shall mean any toxic substance, hazardous substance, hazardous material, hazardous chemical or hazardous, toxic or dangerous waste defined or qualifying as such in (or for the purposes of) any Environmental Law, or any pollutant or contaminant, and shall include, but not be limited to, petroleum (including crude oil), any radioactive material or by-product material, polychlorinated biphenyls and asbestos in any form or condition.

"M.B.E.(s)" shall mean a business 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.

"M.B.E./W.B.E. Budget" shall mean the budget attached hereto as (Sub)Exhibit G-2 as described in Section 10.03.

"Municipal Code" shall mean the Municipal Code of the City of Chicago.

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

"Performance L/C" shall mean an irrevocable, direct pay letter of credit issued by a financial institution and in a form acceptable to the City naming the City as the sole beneficiary, providing by its terms for payment to the City upon the City's submission of a certificate stating that the City is entitled to draw upon such Performance L/C under the terms of this Agreement. The Performance L/C shall be in the initial principal amount of Two Million Five Hundred Thousand Dollars (\$2,500,000). The Performance L/C shall secure the City Funds in the event that the Developer fails to perform its obligations under the terms and conditions of

this Agreement. The Performance L/C shall, by its terms, renew annually in an amount equal to the then-existing balance at the time of renewal until the issuance of the Certificate; provided, however, that the Performance L/C issuer may elect to not renew such Performance L/C by giving the City written notice of such election at least thirty (30) days prior to the expiry date, in which case the Developer shall deliver a replacement Performance L/C to the City at least ten (10) days prior to such expiry date. If no Event of Default exists under this Agreement, the minimum balance of the Performance L/C will be reduced as follows:

(i) upon construction commencement and Four Million Dollars (\$4,000,000) of Equity collected through the fund-raising activities of the Developer, the minimum Performance L/C balance will be reduced to Two Million Dollars (\$2,000,000);

(ii) at fifty percent (50%) construction completion as evidenced by a certificate from the General Contractor, the minimum Performance L/C balance will be reduced to One Million Five Hundred Thousand Dollars (\$1,500,000) if the Developer can demonstrate to the satisfaction of the Commissioner of D.P.D.) that sufficient Equity is available to complete the Project no later than the Construction Completion Date;

(iii) at seventy-five percent (75%) construction completion as evidenced by a certificate from the General Contractor, the minimum Performance L/C balance will be reduced to One Million Dollars (\$1,000,000) if the Developer can demonstrate to the satisfaction of the Commissioner of D.P.D. that sufficient Equity is available to complete the Project no later than the Construction Completion Date;

(iv) at one hundred percent (100%) construction completion as evidenced by a certificate from the General Contractor, the minimum Performance L/C balance will be reduced to Five Hundred Thousand Dollars (\$500,000); and

(v) upon the issuance of the Certificate, the Performance L/C will no longer be required under this Agreement.

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

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

"Prior Expenditure(s)" shall have the meaning set forth in Section 4.04(a) hereof.

"Project Budget" shall mean the budget attached hereto as (Sub)Exhibit G-1 showing the total cost of the Project by line item, furnished by the Developer to D.P.D., in accordance with Section 3.03 hereof.

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

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

"Survey" shall mean a Class A plat of survey in the most recently revised form of ALTA/ACSM land title survey of the Property dated within forty-five (45) days prior to the Closing Date, acceptable in form and content to the City and the Title Company, prepared by a surveyor registered in the State of Illinois, certified to the City and the Title Company, and indicating whether the Property is in a flood hazard area as identified by the United States Federal Emergency Management Agency (and updates thereof to reflect improvements to the Property in connection with the construction of the Facility and related improvements as required by the City.

"Term of this Agreement" shall mean the period of time commencing on the Closing Date and ending on the twentieth (20th) anniversary of the date on which the Certificate of Completion of Construction is issued.

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

"Title Company" shall mean Chicago Title Insurance Company.

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

"W.A.R.N. Act" shall mean the Worker Adjustment and Retraining Notification Act (29 U.S.C. Section 2101, et seq.).

"W.B.E.(s)" shall mean a business 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.

Section 3.

The Project.

3.01 The Project.

With respect to the Facility, the Developer shall, pursuant to the Plans and Specifications and subject to the provisions of Section 18.17 hereof: (i) commence construction no later than May 31, 2005 (the "Construction Commencement Date"); and (ii) complete construction and conduct business operations therein no later than December 31, 2007 (the "Construction Completion Date").

3.02 Scope Drawings And Plans And Specifications.

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

3.03 Project Budget.

The Developer has furnished to D.P.D., and D.P.D. has approved, a Project Budget showing total costs for the Project in an amount not less than Fifteen Million Two Hundred Sixty-six Thousand Three Hundred Thirty-three Dollars (\$15,266,333). The Developer hereby certifies to the City that (a) the City Funds and Equity shall be sufficient to complete the Project and (b) the Project Budget is true, correct and complete in all material respects. The Developer shall promptly deliver to D.P.D. certified copies of any Change Orders with respect to the Project Budget for approval

pursuant to Section 3.04 hereof.

3.04 Change Orders.

Except as provided below, all Change Orders (and documentation substantiating the need and identifying the source of funding therefor) relating to material changes to the Project must be submitted by the Developer to D.P.D. concurrently with the progress reports described in Section 3.07 hereof; provided, that any Change Order relating to any of the following must be submitted by the Developer to D.P.D. for D.P.D.'s prior written approval: (a) a reduction in the square footage of the Facility by more than five percent (5%); (b) a change in the use of the Property to a use other than as a museum and cultural center, with associated exhibit space, research facilities, auditorium, gift shop and offices; (c) a delay of more than three (3) months in the completion of the Project; or (d) Change Orders resulting in changing the Project Budget by more than five percent (5%). The Developer shall not authorize or permit the performance of any work relating to any Change Order or the furnishing of materials in connection therewith prior to the receipt by the Developer of D.P.D.'s written approval (to the extent required in this section). The Construction Contract, and each contract between the General Contractor and any subcontractor, shall contain a provision to this effect. An approved Change Order shall not be deemed to imply any obligation on the part of the City to increase the amount of City Funds which the City has committed pursuant to this Agreement or provide any other additional assistance to the Developer. Notwithstanding anything to the contrary in this Section 3.04, Change Orders costing less than One Hundred Thousand Dollars (\$100,000) each, to an aggregate amount of Five Hundred Thousand Dollars (\$500,000), do not require D.P.D.'s prior written approval as set forth in this Section 3.04, but D.P.D. shall be notified in writing of all such Change Orders and the Developer, in connection with such notice, shall identify to D.P.D. the source of funding therefor.

3.05 D.P.D. Approval.

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

3.06 Other Approvals.

Any D.P.D. approval under this Agreement shall have no effect upon, nor shall it operate as a waiver of, the Developer's obligations to comply with the provisions of

Section 5.03 hereof. The Developer shall not commence construction of the Project until the Developer has obtained all necessary permits and approvals including, but not limited to, D.P.D.'s approval of the Plans and Specifications, and evidence of the General Contractor's and each subcontractor's bonding as required hereunder.

3.07 Progress Reports And Survey Updates.

The Developer shall provide D.P.D. with written monthly progress reports detailing the status of the Project, including a revised completion date, if necessary (with any change in completion date being considered a Change Order, requiring D.P.D.'s written approval pursuant to Section 3.04). The Developer shall provide three (3) copies of an updated Survey to D.P.D. upon the request of D.P.D. reflecting improvements made to the Property.

3.08 Inspecting Agent Or Architect.

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

3.09 Barricades.

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

3.10 Signs And Public Relations.

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

3.11 Utility Connections.

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

3.12 Permit Fees.

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

Section 4.

Financing.

4.01 Total Project Cost And Sources Of Funds.

The cost of the Project is estimated to be Fifteen Million Two Hundred Sixty-six Thousand Three Hundred Thirty-three Dollars (\$15,266,333), to be applied in the manner set forth in the Project Budget. Such costs shall be funded from the following sources:

Equity (subject to Section 4.05)	\$11,766,333
Maximum City Funds (subject to Section 4.03)	3,500,000
Estimated Total:	\$15,266,333

4.02 Developer Funds.

Equity may be used to pay any Project cost, including but not limited to Redevelopment Project Costs.

4.03 City Funds.

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

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

Source Of City Funds	Maximum Amount
Bond Proceeds	\$3,500,000

A total of Two Million Five Hundred Thousand Dollars (\$2,500,000) of such City Funds shall be paid on the Closing Date in connection with the Acquisition of the Property. Provided the total Project costs exceed Fifteen Million Two Hundred Sixty-six Thousand Three Hundred Thirty-three Dollars (\$15,266,333) (the original Project Budget estimate as of the time that the Project was approved by the Community Development Commission of the City), then the total amount of City Funds shall equal Three Million Five Hundred Thousand Dollars (\$3,500,000). If the total Project costs are less than Fifteen Million Two Hundred Sixty-six Thousand Three Hundred Thirty-three Dollars (\$15,266,333), then (i) the total amount of City Funds shall equal twenty-two and nine-tenths percent (22.9%) of such actual total Project costs and (ii) if the City Funds previously paid directly or to reimburse the Developer in connection with the Acquisition of the Property exceeds such amount, then the City shall draw upon the Performance L/C for payment in such excess amount. Upon the issuance of the Certificate, the remaining One Million Dollars (\$1,000,000) in City Funds shall be paid to the Developer to reimburse the Developer for the Acquisition of the Property provided that the total Project costs exceed Fifteen Million Two Hundred Sixty-six Thousand Three Hundred Thirty-three Dollars (\$15,266,333). If the total Project costs are less than Fifteen Million Two Hundred Sixty-six Thousand Three Hundred Thirty-three Dollars (\$15,266,333), then the remaining contribution of City Funds to be made by the City shall be reduced

accordingly. The Developer acknowledges and agrees that the City's obligation to pay for T.I.F.-Funded Improvements up to the maximum of Three Million Five Hundred Thousand Dollars (\$3,500,000) is contingent upon the fulfillment of these conditions.

4.04 Treatment Of Prior Expenditures And Subsequent Disbursements.

(a) Prior Expenditures. Only those expenditures made by the Developer with respect to the Project prior to the Closing Date, evidenced by documentation satisfactory to D.P.D. and approved by D.P.D. as satisfying costs covered in the Project Budget, shall be considered previously contributed Equity hereunder (the "Prior Expenditures"). D.P.D. shall have the right, in its sole discretion, to disallow any such expenditure as a Prior Expenditure. (Sub)Exhibit H hereto sets forth the prior expenditures approved by D.P.D. as of the date hereof as Prior Expenditures. Prior Expenditures made for items other than T.I.F.-Funded Improvements shall not be reimbursed to the Developer, but shall reduce the amount of Equity required to be contributed by the Developer pursuant to Section 4.01 hereof.

(b) Purchase Of Property. A portion of the purchase price of the Property, exclusive of transaction costs, in an amount not to exceed Two Million Five Hundred Thousand Dollars (\$2,500,000), shall be reimbursed to the Developer or paid directly by the City from City Funds on the Closing Date as a T.I.F.-Funded Improvement.

(c) Allocation Among Line Items. Disbursements for expenditures related to T.I.F.-Funded Improvements may be allocated to and charged against the appropriate line only, with transfers of costs and expenses from one (1) line item to another, without the prior written consent of D.P.D., being prohibited.

4.05 Cost Overruns.

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

4.06 Preconditions Of Disbursement.

Prior to each disbursement of City Funds hereunder, the Developer shall submit documentation regarding the applicable expenditures to D.P.D., which shall be satisfactory to D.P.D. in its sole discretion. Delivery by the Developer to D.P.D. of

any request for disbursement of City Funds hereunder shall, in addition to the items therein expressly set forth, constitute a certification to the City, as of the date of such request for disbursement, that:

(a) the actual cost of the Acquisition is Three Million Five Hundred Thousand Dollars (\$3,500,000);

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

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

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

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

(f) the Project is In Balance. No later than at fifty percent (50%) completion of construction as evidenced by a certificate from the General Contractor, the Developer shall be required to establish that the Project is in balance ("In Balance"). The Project shall be deemed to be In Balance only if the total of the available Project funds equals or exceeds the aggregate of the amount necessary to pay all unpaid Project costs incurred or to be incurred in the completion of the Project. "Available Project Funds" as used herein shall mean: (i) the undisbursed City Funds; (ii) the undisbursed Equity and (iii) any other amounts deposited by the Developer pursuant to this Agreement. The Developer hereby agrees that, if the Project is not In Balance, the Developer shall, within ten (10) days after a written request by the City, make available (in a manner acceptable to the City), cash in an amount that will place the Project In Balance.

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

4.07 Conditional Grant.

The City Funds being provided hereunder are being granted on a conditional basis, subject to the Developer's compliance with the provisions of this Agreement. The City Funds previously paid directly or to reimburse the Developer are subject to being reimbursed to the City through draw(s) upon the Performance L/C by the City, among other reasons, if (i) the Facilities are not constructed in accordance with the terms and conditions set forth in this Agreement, (ii) the total Project Budget is less than Fifteen Million Two Hundred Sixty-six Thousand Three Hundred Thirty-three Dollars (\$15,266,333) pursuant to the terms set forth in Section 4.03 hereof, or (iii) either the Construction Commencement Date or the Construction Completion Date is not met in connection with the construction of the Facilities.

Section 5.

Conditions Precedent.

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

5.01 Project Budget.

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

5.02 Scope Drawings And Plans And Specifications.

The Developer has submitted to D.P.D. and D.P.D. has approved, the Scope Drawings and Plans and Specifications in accordance with the provisions of Section 3.02 hereof.

5.03 Other Governmental Approvals.

The Developer has secured all other necessary approvals and permits required to date by any state, federal, or local statute, ordinance or regulation and has submitted evidence thereof to D.P.D.

5.04 Financing.

Upon request by D.P.D., the Developer will periodically furnish updates to the satisfaction of D.P.D. on its fund-raising efforts and details on its capital contributions in connection with the Equity. Any liens against the Property in existence at the Closing Date have been subordinated to certain encumbrances of the City set forth herein pursuant to a Subordination Agreement, in a form acceptable to the City, executed on or prior to the Closing Date, which is to be recorded, at the expense of the Developer, with the Office of the Recorder of Deeds of Cook County.

5.05 Acquisition And Title.

On the Closing Date, the Developer has furnished the City with a copy of the Title Policy for the property, certified by the Title Company, showing the Trustee as the named insured. The Title Policy is dated as of the Closing Date and contains only those title exceptions listed as Permitted Liens on (Sub)Exhibit F hereto and evidences the recording of this Agreement pursuant to the provisions of Section 8.17 hereof. The Title Policy also contains such endorsements as shall be required by Corporation Counsel, including but not limited to an owner's comprehensive endorsement and satisfactory endorsements regarding zoning (3.1 with parking), contiguity, location, access and survey. The Developer has provided to D.P.D., on or prior to the Closing Date, documentation related to the Acquisition of the Property and certified copies of all easements and encumbrances of record with respect to the Property not addressed, to D.P.D.'s satisfaction, by the Title Policy and any endorsements thereto.

5.06 Evidence Of Clean Title.

The Developer, at its own expense, has provided the City with searches under the Developer's name and the Trustee's name in connection with the Land Trust 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

United States District
Court

Pending suits and judgments

Clerk of Circuit Court,
Cook County

Pending suits and judgments

showing no liens against the Developer, the Trustee, the Property or any fixtures now or hereafter affixed thereto, except for the Permitted Liens.

5.07 Surveys.

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

5.08 Insurance.

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

5.09 Opinion Of The Developer's Counsel.

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

5.10 Evidence Of Prior Expenditures.

The Developer has provided evidence satisfactory to D.P.D. in its sole discretion of the Prior Expenditures in accordance with the provisions of Section 4.04(a) hereof.

5.11 Financial Statements.

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

5.12 Documentation.

The Developer has provided documentation to D.P.D., satisfactory in form and substance to D.P.D., with respect to current employment matters.

5.13 Environmental.

The Developer has provided D.P.D. with copies of that certain phase I environmental audit completed with respect to the Property and any phase II environmental audit with respect to the Property required by the City. The Developer has provided the City with a letter from the environmental engineer(s) who completed such audit(s), authorizing the City to rely on such audits.

5.14 Corporate Documents; Economic Disclosure Statement.

The Developer has provided a copy of its Articles of Incorporation containing the original certification of the Secretary of State of its state of incorporation; certificates of good standing from the Secretary of State of its state of incorporation and all other states in which the Developer is qualified to do business; a secretary's certificate in such form and substance as the Corporation Counsel may require; bylaws of the corporation; and such other corporate documentation as the City has requested. The Developer and the Trustee have each provided to the City an Economic Disclosure Statement, in the City's then current form, dated as of the Closing Date.

5.15 Litigation.

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

5.16 Performance L/C.

The Developer shall have delivered to the City the Performance L/C.

5.17 Land Trust Agreement.

The Developer has provided to the Corporation Counsel and D.P.D., a certified copy of the Land Trust Agreement, including any amendments or modifications made thereto (the "Land Trust Agreement"). The Developer and the Trustee agree that there shall be no material amendment or modification made to the Land Trust Agreement without the prior written consent of D.P.D.. The Developer agrees to provide D.P.D. with notice of any non-material amendment or modification made to the Land Trust Agreement within ten (10) business days of such amendment or modification being made.

Section 6.

Agreements With Contractors.

6.01 Bid Requirement For General Contractor And Subcontractors.

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

(b) If, prior to entering into an agreement with a General Contractor for construction of the Project, the Developer does not solicit bids pursuant to Section 6.01(a) hereof, then the fee of the General Contractor shall be limited to no more than ten percent (10%) of the total amount of the Construction Contract. Except

as explicitly stated in this paragraph, all other provisions of Section 6.01(a) shall apply, including but not limited to the requirement that the General Contractor shall solicit competitive bids from all subcontractors.

6.02 Construction Contract.

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

6.03 Performance And Payment Bonds.

Prior to the commencement of any portion of the Project which includes work on the public way, the Developer shall require that the General Contractor be bonded for its payment by sureties having an AA rating or better using American Institute of Architect's Form Number A311 or its equivalent. The City shall be named as obligee or co-obligee on such bonds.

6.04 Employment Opportunity.

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

6.05 Other Provisions.

In addition to the requirements of this Section 6, the Construction Contract and each contract with any subcontractor shall contain provisions required pursuant to Section 3.04 (Change Orders), Section 8.08 (Prevailing Wage), Section 10.01(e) (Employment Opportunity), Section 10.02 (City Resident Employment Requirement), Section 10.03 (M.B.E./W.B.E. Requirements), Section 12 (Insurance) and Section 14.01 (Books and Records) hereof. Photocopies of all contracts or subcontracts entered or to be entered into in connection with the T.I.F.-Funded Improvements shall be provided to D.P.D. within five (5) business days of the execution thereof.

*Section 7.**Completion Of Construction.***7.01 Certificate Of Completion Of Construction.**

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

7.02 Effect Of Issuance Of Certificate; Continuing Obligations.

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

Those covenants specifically described at Sections 8.02 and 8.06 as covenants that run with the land are the only covenants in this Agreement intended to be binding upon any transferee of the Property (including an assignee as described in the following sentence) throughout the Term of this Agreement notwithstanding the issuance of a Certificate; provided, that upon the issuance of a Certificate, the covenants set forth in Section 8.02 shall be deemed to have been fulfilled. The other executory terms of this Agreement that remain after the issuance of a Certificate shall be binding only upon the Developer or a permitted assignee of the Developer who, pursuant to Section 18.15 of this Agreement, has contracted to take an assignment of the Developer's rights under this Agreement and assume the Developer's liabilities hereunder.

7.03 Failure To Complete.

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

(a) the right to terminate this Agreement and cease all disbursement of City Funds not yet disbursed pursuant hereto and to draw upon the Performance L/C for reimbursement of City Funds previously paid to the Developer or upon the Developer's behalf;

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

(c) the right to seek reimbursement of the City Funds from the Developer, provided that the City is entitled to rely on an opinion of counsel that such reimbursement will not violate any Bond documents.

7.04 Notice Of Expiration Of Term Of Agreement.

Upon the expiration of the Term of this Agreement, D.P.D. shall provide the Developer, at the Developer's written request, with a written notice in recordable form stating that the Term of this Agreement has expired.

Section 8.

Covenants/Representations/Warranties Of The Developer And The Trustee.

8.01 General.

The Developer represents, warrants and covenants, as of the date of this Agreement and as of the date of each disbursement of City Funds hereunder, and throughout the Term of this Agreement, that:

(a) U.H.A.C. and H.M.C.C. are Illinois not-for-profit corporations, each duly organized, validly existing, qualified to do business in Illinois, and licensed to do business in any other state where, due to the nature of its activities or properties, such qualification or license is required;

(b) U.H.A.C., H.M.C.C. and the Trustee each has the right, power and authority to enter into, execute, deliver and perform this Agreement;

(c) the execution, delivery and performance by U.H.A.C., H.M.C.C. and the Trustee of this Agreement has been duly authorized by all necessary corporate actions, and does not and will not violate U.H.A.C.'s Articles of Incorporation, H.M.C.C.'s Articles of Incorporation, or respective bylaws as amended and supplemented, any applicable provision of law, or constitute a breach of, default under or require any consent under any agreement, instrument or document to which U.H.A.C., H.M.C.C. or the Trustee is now a party or by which U.H.A.C., H.M.C.C. or the Trustee is now or may become bound;

(d) unless otherwise permitted pursuant to the terms of this Agreement, the Trustee shall acquire on the Closing Date and thereafter maintain good, indefeasible and merchantable fee simple title to the Property (and all improvements thereon) free and clear of all liens (except for the Permitted Liens);

(e) U.H.A.C. and H.M.C.C. each is and shall remain solvent and able to pay its debts as they mature;

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

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

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

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

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

(k) the Developer and/or the Trustee have not incurred, and, prior to the issuance of a Certificate, shall not, without the prior written consent of the Commissioner of D.P.D., allow the existence of any liens against the Property (or improvements thereon) other than the Permitted Liens; or incur any indebtedness, secured or to be secured by the Property (or improvements thereon) or any fixtures now or hereafter attached thereto; and

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

8.02 Covenant To Redevelop.

Upon D.P.D.'s approval of the Project Budget, the Scope Drawings and Plans and Specifications as provided in Sections 3.02 and 3.03 hereof, and the Developer's receipt of all required building permits and governmental approvals, the Developer shall redevelop the Property in accordance with this Agreement and all exhibits attached hereto, the T.I.F. Ordinances, the Bond Ordinance, the Scope Drawings, Plans and Specifications, Project Budget and all amendments thereto, and all federal, state and local laws, ordinances, rules, regulations, executive orders and codes applicable to the Project, the Property and/or the Developer. The covenants set forth in this section shall run with the land and be binding upon any transferee, but shall be deemed satisfied upon issuance by the City of a Certificate with respect thereto.

8.03 Redevelopment Plan.

The Developer represents that the Project is and shall be in compliance with all of the terms of the Redevelopment Plan.

8.04 Use Of City Funds.

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

8.05 Other Bonds.

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

8.06 Employment Opportunity; Progress Reports.

The Developer covenants and agrees to abide by, and contractually obligate and use reasonable efforts to cause the General Contractor and each subcontractor to abide by the terms set forth in Section 10 hereof. The Developer shall deliver to the City written progress reports detailing compliance with the requirements of Sections 8.08, 10.02 and 10.03 of this Agreement. Such reports shall be delivered to the City when the Project is twenty-five percent (25%), fifty percent (50%), seventy percent (70%) and one hundred percent (100%) completed (based on the amount of expenditures incurred in relation to the Project Budget). If any such reports indicate a shortfall in compliance, the Developer shall also deliver a plan to D.P.D. which shall outline, to D.P.D.'s satisfaction, the manner in which the Developer shall correct any shortfall.

8.07 Employment Profile.

The Developer shall submit, and contractually obligate and cause the General Contractor or any subcontractor to submit, to D.P.D., from time to time, statements of its employment profile upon D.P.D.'s request.

8.08 Prevailing Wage.

The Developer covenants and agrees to pay, and to contractually obligate and cause the General Contractor and each subcontractor to pay, the prevailing wage rate as ascertained by the Illinois Department of Labor (the "Department"), to all Project employees. All such contracts shall list the specified rates to be paid to all laborers, workers and mechanics for each craft of type of worker or mechanic employed pursuant to such contract. If the Department revises such prevailing wage rates, the revised rates shall apply to all such contracts. Upon the City's request, the Developer shall provide the City with copies of all such contracts entered into by the Developer or the General Contractor to evidence compliance with this Section 8.08.

8.09 Arms-Length Transactions.

Unless D.P.D. shall have given its prior written consent with respect thereto, no Affiliate of the Developer may receive any portion of City Funds, directly or indirectly, in payment for work done, services provided or materials supplied in connection with any T.I.F.-Funded Improvement. The Developer shall provide information with respect to any entity to receive City Funds directly or indirectly (whether through payment to the Affiliate by the Developer and reimbursement to the Developer for such costs using City Funds, or otherwise), upon D.P.D.'s request, prior to any such disbursement.

8.10 Conflict Of Interest.

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

8.11 Disclosure Of Interest.

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

8.12 Financial Statements.

The Developer shall obtain and provide to D.P.D. Financial Statements for Developer's fiscal year ended December 31, 2002 and each fiscal year thereafter for the Term of this Agreement. In addition, the Developer shall submit unaudited financial statements as soon as reasonably practical following the close of each fiscal year and for such other periods as D.P.D. may request.

8.13 Insurance.

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

8.14 Non-Governmental Charges.

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

(b) Right To Contest. The Developer shall have the right, before any delinquency occurs:

(i) to contest or object in good faith to the amount or validity of any Non-Governmental Charge by appropriate legal proceedings properly and diligently instituted and prosecuted, in such manner as shall stay the collection of the contested Non-Governmental Charge, prevent the imposition of a lien or remove such lien, or prevent the sale or forfeiture of the Property (so long as no such contest or objection shall be deemed or construed to relieve, modify or extend the Developer's covenants to pay any such Non-Governmental Charge at the time and in the manner provided in this Section 8.14); or

(ii) At D.P.D.'s sole option, to furnish a good and sufficient bond or other security satisfactory to D.P.D. in such form and amounts as 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 or any portion

thereof or any fixtures that are or may be attached thereto, during the pendency of such contest, adequate to pay fully any such contested Non-Governmental Charge and all interest and penalties upon the adverse determination of such contest.

8.15 Developer's Liabilities.

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

8.16 Compliance With Laws.

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

8.17 Recording And Filing.

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

8.18 Real Estate Provisions.

(a) Governmental Charges.

(i) Payment Of Governmental Charges. The Developer agrees to pay or cause to be paid when due all Governmental Charges (as defined below) which are assessed or imposed upon the Developer, the Property or the Project, or become due and payable, and which create, may create, a lien upon the Developer or all or any portion of the Property or the Project. "Governmental Charge" shall mean all

federal, State, county, the City, or other governmental (or any instrumentality, division, agency, body or department thereof) taxes, levies, assessments, charges, liens, claims or encumbrances (except for those assessed by foreign nations, states other than the State of Illinois, counties of the State other than Cook County, and municipalities other than the City) relating to the Developer, the Property or the Project including but not limited to real estate taxes.

(ii) Right To Contest. The Developer 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. No such contest or objection shall be deemed or construed in any way as relieving, modifying or extending the Developer's covenants to pay any such Governmental Charge at the time and in the manner provided in this Agreement unless the Developer has given prior written notice to D.P.D. of the Developer's intent to contest or object to a Governmental Charge and, unless, at D.P.D.'s sole option,

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

(ii) the Developer shall furnish a good and sufficient bond or other security satisfactory to D.P.D. in such form and amounts as 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) Developer's Failure To Pay Or Discharge Lien. If the Developer fails to pay any Governmental Charge or to obtain discharge of the same, the Developer shall advise D.P.D. thereof in writing, at which time D.P.D. may, but shall not be obligated to, and without waiving or releasing any obligation or liability of the Developer under this Agreement, in 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 D.P.D. deems advisable. All sums so paid by D.P.D., if any, and any expenses, if any, including reasonable attorneys' fees, court costs, expenses and other charges relating thereto, shall be promptly disbursed to D.P.D. by the Developer. Notwithstanding anything contained herein to the contrary, this paragraph shall not be construed to obligate the City to pay any such Governmental Charge. Additionally, if the Developer fails to pay any Governmental Charge, the City, in its

sole discretion, may require the Developer to submit to the City audited Financial Statements at the Developer's own expense.

8.19 [Intentionally Deleted.]

8.20 Public Benefits Program.

The Developer shall, [specify beginning of period of activity], undertake a public benefits program as described on (Sub)Exhibit J. On a semi-annual basis, the Developer shall provide the City with a status report describing in sufficient detail the Developer's compliance with the public benefits program.

8.21 Survival Of Covenants.

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

Section 9.

Covenants/Representations/Warranties Of City.

9.01 General Covenants.

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

9.02 Survival Of Covenants.

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

Section 10.

Developer's Employment Obligations.

10.01 Employment Opportunity.

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

(a) No Employer shall discriminate against any employee or applicant for employment based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income as defined in the City of Chicago Human Rights Ordinance, Chapter 2-160, Section 2-160-010, et seq., Municipal Code, except as otherwise provided by said ordinance and as amended from time to time (the "Human Rights Ordinance"). Each Employer shall take affirmative action to ensure that applicants are hired and employed without discrimination based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income and are treated in a non-discriminatory manner with regard to all job-related matters, including without limitation: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Each Employer agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this nondiscrimination clause. In addition, the Employers, in all solicitations or advertisements for employees, shall state that all qualified applicants shall receive consideration for employment without discrimination based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income.

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

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

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

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

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

10.02 City Resident Construction Worker Employment Requirement.

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

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

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

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

Weekly certified payroll reports (United States Department of Labor Form WH-347 or equivalent) shall be submitted to the Commissioner of D.P.D. in triplicate, which shall identify clearly the actual residence of every employee on each submitted certified payroll. The first (1st) time that an employee's name appears on a payroll, the date that the Employer hired the employee should be written in after the employee's name.

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

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

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

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

certification of payroll data may subject the Developer, the General Contractor and/or the subcontractors to prosecution.

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

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

10.03 The Developer's M.B.E./W.B.E. Commitment.

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

a. Consistent with the findings which support the Minority-owned and Women-Owned Business Enterprise Procurement Program (the "M.B.E./W.B.E Program"), Section 2-92-420, et seq, Municipal Code, 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 Section 10.03, during the course of the Project, at least the following percentages of the M.B.E./W.B.E. Budget (as these budgeted amounts may be reduced to reflect decreased actual costs) shall be expended for contract participation by M.B.E.s or W.B.E.s:

- i. At least twenty-five percent (25%) by M.B.E.s.
- ii. At least five percent (5%) by W.B.E.s.

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

c. Consistent with Section 2-92-440, Municipal Code, the Developer's M.B.E./W.B.E. commitment may be achieved in part by the Developer's status as an M.B.E. or W.B.E. (but only to the extent of any actual work performed on the Project by the Developer), or by a joint venture with one (1) 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 work performed on the Project by the M.B.E. or W.B.E.), by the Developer utilizing a M.B.E. or a

W.B.E. as a General Contractor (but only to the extent of any actual work performed on the Project by the General Contractor), by subcontracting or causing the General Contractor to subcontract a portion of the Project to one (1) or more M.B.E.s or W.B.E.s, or by the purchase of materials used in the Project from one (1) or more M.B.E.s or W.B.E.s, or by any combination of the foregoing. Those entities which constitute both a M.B.E. and a W.B.E. shall not be credited more than once with regard to the Developer's M.B.E./W.B.E. commitment as described in this Section 10.03. The Developer or the General Contractor may meet all or part of this commitment through credits received pursuant to Section 2-92-530 of the Municipal Code for the voluntary use of M.B.E.s or W.B.E.s in its activities and operations other than the Project.

d. During the construction of the Facilities, the Developer shall deliver quarterly reports to 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 the Developer or the General Contractor to work on the Project, and the responses received from such solicitation, the name and business address of each M.B.E. or W.B.E. actually involved in the Project, a description of the work performed or products or services supplied, the date and amount of such work, product or service and such other information as may assist D.P.D. in determining the Developer's compliance with this M.B.E./W.B.E. commitment. D.P.D. shall have access to the Developer's books and records, including, without limitation, payroll records, books of account and tax returns, and records and books of account in accordance with Section 14 of this agreement, on five (5) business days notice, to allow the City to review the Developer's compliance with its commitment to M.B.E./W.B.E. participation and the status of any M.B.E. or W.B.E. performing any portion of the Project.

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

f. Any reduction or waiver of the Developer's M.B.E./W.B.E. commitment as described in this Section 10.03 shall be undertaken in accordance with Section 2-92-450, Municipal Code.

g. Prior to the commencement of the Project, the Developer, the General Contractor and all major subcontractors shall be required to meet with the monitoring staff of D.P.D. with regard to the Developer's compliance with its obligations under this Section 10.03. During this meeting, the Developer shall demonstrate to D.P.D. its plan to achieve its obligations under this Section 10.03, the sufficiency of which shall be approved D.P.D.. During the Project, the

Developer shall submit the documentation required by this Section 10.03 to the monitoring staff of D.P.D., including the following: (i) subcontractor's activity report; (ii) contractor's certifications concerning labor standards and prevailing wage requirements; (iii) contractor letter of understanding; (iv) monthly utilization report; (v) authorization for payroll agent; (vi) certified payroll; (vii) evidence that M.B.E./W.B.E. contractor associations have been informed of the Project via written notice and hearings; and (viii) evidence of compliance with job creation/job retention requirements. Failure to submit such documentation on a timely basis, or a determination by D.P.D. upon an analysis of the documentation, that the Developer is not complying with its obligations hereunder shall, upon the delivery of written notice to the Developer, be deemed an Event of Default hereunder. Upon the occurrence of any such Event of Default, in addition to any other remedies provided in this agreement, the City may (1) draw on the Performance L/C; (2) withhold any further payment of any City Funds to the Developer or the General Contractor, and/or (3) seek any other remedies against the Developer available at law or in equity.

Section 11.

Environmental Matters.

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

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

permitted or imposed by any Environmental Laws, or any actual or asserted liability or obligation of the City or the Developer or any of its Affiliates under any Environmental Laws relating to the Property.

Section 12.

Insurance.

The Developer shall provide and maintain, or cause to be provided, at the Developer's own expense, during the Term of this agreement, the insurance coverages and requirements specified below, insuring all operations related to the Agreement.

(a) Prior To Execution And Delivery Of This Agreement.

(i) 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 Agreement and Employer's Liability coverage with limits of not less than One Hundred Thousand Dollars (\$100,000) each accident or illness.

(ii) 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, broad form property, separation of insureds, and contractual liability (with no limitation endorsement). The City of Chicago is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the work.

(b) Construction.

(i) 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 Agreement and Employer's Liability coverage with limits of not less than Five Hundred Thousand Dollars (\$500,000) each accident or illness.

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

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

(iii) 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 Two Million Dollars (\$2,000,000) per occurrence, for bodily injury and property damage. The City of Chicago is to be named as an additional insured on a primary, non-contributory bases.

(iv) Railroad Protective Liability Insurance.

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

(v) Builders Risk Insurance.

When the Contractor undertakes any construction, including improvements, betterments, and/or repairs, the 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 are not limited to the following: collapse, boiler and machinery if applicable. The City of Chicago shall be named as an additional insured loss payee.

(vi) Professional Liability.

When any architects, engineers, construction managers or other professional consultants perform work in connection with this Agreement, Professional Liability Insurance covering acts, errors or omissions 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 claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

(vii) Valuable Papers Insurance.

When any plans, designs, drawings, specifications and documents are produced or used under this Agreement, Valuable Papers Insurance shall be maintained in an amount to insure against any loss whatsoever, and shall have limits sufficient to pay for the re-creations and reconstruction of such records.

(viii) Contractor's Pollution Liability.

When any remediation work is performed which may cause a pollution exposure, Contractor's Pollution Liability shall be provided with limits of not less than One Million Dollars (\$1,000,000) insuring bodily injury, property damage and environmental remediation, cleanup costs and disposal. When policies are renewed, 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 one (1) year. The City of Chicago is to be named as an additional insured on a primary, non-contributory basis.

(c) Term Of This Agreement.

- (i) Prior to the execution and delivery of this Agreement and during construction of the Project, All Risk Property Insurance in the amount of the full replacement value of the Property. The City of Chicago is to be named an additional insured on a primary, non-contributory basis.

- (ii) Post-construction, throughout the Term of this Agreement, All Risk Property Insurance, including improvements and betterments in the amount of full replacement value of the Property. Coverage extensions shall include business interruption/loss of rents, flood and boiler and machinery, if applicable. The City of Chicago is to be named an additional insured on a primary, non-contributory basis.

(d) Other Requirements.

The Developer will furnish the City of Chicago, 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 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 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 the Developer shall not be deemed to be a waiver by the City. The Developer shall advise all insurers of the Agreement provisions regarding insurance. Non-conforming insurance shall not relieve the Developer of the obligation to provide insurance as specified herein. Nonfulfillment of the insurance conditions may constitute a violation of the Agreement, and the City retains the right to terminate this Agreement 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 the Developer.

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

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

The Developer expressly understands and agrees that the Developer's insurance is primary and any insurance or self insurance programs maintained by the City of Chicago shall not contribute with insurance provided by the Developer 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 Developer shall require the General Contractor, and all subcontractors to provide the insurance required herein or Developer may provide the coverages for the General Contractor, or subcontractors. All General Contractors and subcontractors shall be subject to the same requirements (Section (d)) of Developer unless otherwise specified herein.

If the Developer, General Contractor or any subcontractor desires additional coverages, the Developer, General Contractor and any subcontractor shall be responsible for the acquisition and cost of such additional protection.

The City of Chicago Risk Management Department maintains the right to modify, delete, alter or change these requirements, so long as any such change does not increase these requirements.

Section 13.

Indemnification.

13.01 General Indemnity.

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

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

(ii) the Developer's or any contractor's failure to pay General Contractors, subcontractors or materialmen in connection with the T.I.F.-Funded Improvements or any other Project improvement; or

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

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

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

Section 14.

Maintaining Records/Right To Inspect.

14.01 Books And Records.

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

14.02 Inspection Rights.

Upon three (3) business days' notice, any authorized representative of the City has

access to all portions of the Project and the Property during normal business hours for the Term of this Agreement.

Section 15.

Default And Remedies.

15.01 Events Of Default.

The occurrence of any one (1) or more of the following events, subject to the provisions of Section 15.03, shall constitute an "Event of Default" by the Developer hereunder:

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

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

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

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

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

constitute an Event of Default unless such proceedings are not dismissed within sixty (60) days after the commencement of such proceedings;

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

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

(h) the institution in any court of a criminal proceeding (other than a misdemeanor) against the Developer or any natural person who owns a material interest in the Developer, which is not dismissed within thirty (30) days, or the indictment of the Developer or any natural person who owns a material interest in the Developer, for any crime (other than a misdemeanor).

15.02 Remedies.

Upon the occurrence of an Event of Default, the City may terminate this Agreement and all related agreements, and may suspend disbursement of City Funds and/or draw upon the Performance L/C for reimbursement of City Funds previously paid directly or to reimburse the Developer. The City may, in any court of competent jurisdiction by any action or proceeding at law or in equity, pursue and secure any available remedy, including but not limited to injunctive relief or the specific performance of the Agreements contained herein.

15.03 Curative Period.

In the event the Developer shall fail to perform a monetary covenant which the Developer is required to perform under this Agreement, notwithstanding any other provision of this Agreement to the contrary, an Event of Default shall not be deemed to have occurred unless the Developer has failed to perform such monetary covenant within ten (10) days of its receipt of a written notice from the City specifying that it has failed to perform such monetary covenant. In the event the Developer shall fail to perform a non-monetary covenant which the Developer is required to perform under this Agreement, notwithstanding any other provision of this Agreement to the contrary, an Event of Default shall not be deemed to have occurred unless the Developer has failed to cure such default within thirty (30) days of its receipt of a written notice from the City specifying the nature of the default;

provided, however, with respect to those non-monetary defaults which are not capable of being cured within such thirty (30) day period, the Developer shall not be deemed to have committed an Event of Default under this Agreement if it has commenced to cure the alleged default within such thirty (30) day period and thereafter diligently and continuously prosecutes the cure of such default until the same has been cured.

Section 16.

Mortgaging Of The Project.

All mortgages or deeds of trust in place as of the date hereof with respect to the Property or any portion thereof are listed on (Sub)Exhibit F hereto and are referred to herein as the "Existing Mortgages". Any mortgage or deed of trust that the Developer and/or Trustee may hereafter elect to execute and record or permit to be recorded against the Property or any portion thereof is referred to herein as a "New Mortgage". Any New Mortgage that the Developer and/or Trustee may hereafter elect to execute and record or permit to be recorded against the Property or any portion thereof with the prior written consent of the City is referred to herein as a "Permitted Mortgage". It is hereby agreed by and among the City, the Developer and the Trustee as follows:

(a) In the event that a mortgagee or any other party shall succeed to the Developer's and/or the Trustee's interest in the Property or any portion thereof pursuant to the exercise of remedies under a New Mortgage (other than a Permitted Mortgage), whether by foreclosure or deed in lieu of foreclosure, and in conjunction therewith accepts an assignment of the Developer's and/or the Trustee's interest hereunder in accordance with Section 18.15 hereof, the City may, but shall not be obligated to, attorn to and recognize such party as the successor in interest to the Developer and/or the Trustee for all purposes under this Agreement and, unless so recognized by the City as the successor in interest, such party shall be entitled to no rights or benefits under this Agreement, but such party shall be bound by those provisions of this Agreement that are covenants expressly running with the land.

(b) In the event that any mortgagee shall succeed to the Developer's and/or Trustee's interest in the Property or any portion thereof pursuant to the exercise of remedies under an Existing Mortgage or a Permitted Mortgage, whether by foreclosure or deed in lieu of foreclosure, and in conjunction therewith accepts an

assignment of the Developer's and/or Trustee's interest hereunder in accordance with Section 18.15 hereof, the City hereby agrees to attorn to and recognize such party as the successor in interest to the Developer for all purposes under this Agreement so long as such party accepts all of the obligations and liabilities of "the Developer" hereunder; provided, however, that, notwithstanding any other provision of this Agreement to the contrary, it is understood and agreed that if such party accepts an assignment of the Developer's and/or the Trustee's interest under this Agreement, such party has no liability under this Agreement for any Event of Default of the Developer which accrued prior to the time such party succeeded to the interest of the Developer under this Agreement, in which case the Developer shall be solely responsible. However, if such mortgagee under a Permitted Mortgage or an Existing Mortgage does not expressly accept an assignment of the Developer's and/or Trustee's interest hereunder, such party shall be entitled to no rights and benefits under this Agreement, and such party shall be bound only by those provisions of this Agreement, if any, which are covenants expressly running with the land.

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

Section 17.

Notice.

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

If To The City:

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

with copies to:

City of Chicago
Department of Law
Finance and Economic Development
Division
121 North LaSalle Street, Room 600
Chicago, Illinois 60602

If To The Developer:

Levenfeld Pearlstein Glassberg Tuchman
Bright Goldstein & Schwartz L.L.C.
33 West Monroe Street, 21st Floor
Chicago, Illinois 60603
Attention: Konstantinos Armiros

with copies to:

Alzheimer & Gray
10 South Wacker Drive, Suite 4000
Chicago, Illinois 60606
Attention: Erika L. Kruse

If To The Trustee:

Western Springs National Bank and
Trust -- Trust Number 3922
4456 Wolf Road
Western Springs, Illinois 60558
Attention: Jerry Miceli

Such addresses may be changed by notice to the other parties given in the same manner provided above. Any notice, demand or request sent pursuant to either clause (a) or (b) hereof shall be deemed received upon such personal service or upon dispatch. Any notice, demand or request sent pursuant to clause (c) shall be deemed received on the day immediately following deposit with the overnight courier and any notices, demands or requests sent pursuant to subsection (d) shall be deemed received two (2) business days following deposit in the mail.

*Section 18.**Miscellaneous.***18.01 Amendment.**

This Agreement and the (sub)exhibits attached hereto may not be amended or modified without the prior written consent of the parties hereto; provided, however, that the City, in its sole discretion, may amend, modify or supplement (Sub)Exhibits A and D hereto without the consent of any party hereto. It is agreed that no material amendment or change to this Agreement shall be made or be effective unless ratified or authorized by an ordinance duly adopted by the City Council. The term "material" for the purpose of this Section 18.01 shall be defined as any deviation from the terms of the Agreement which operates to cancel or otherwise reduce any developmental, construction or job-creating obligations of Developer (including those set forth in Sections 10.02 and 10.03 hereof) by more than five percent (5%) or materially changes the Project site or character of the Project or any activities undertaken by Developer affecting the Project site, the Project, or both, or increases any time agreed for performance by the Developer by more than one hundred eighty (180) days.

18.02 Entire Agreement.

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

18.03 Limitation Of Liability.

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

18.04 Further Assurances.

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

18.05 Waiver.

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

18.06 Remedies Cumulative.

The remedies of a party hereunder are cumulative and the exercise of any one (1) or more of the remedies provided for herein shall not be construed as a waiver of any other remedies of such party unless specifically so provided herein.

18.07 Disclaimer.

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

18.08 Headings.

The paragraph and section headings contained herein are for convenience only and are not intended to limit, vary, define or expand the content thereof.

18.09 Counterparts.

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

18.10 Severability.

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

18.11 Conflict.

In the event of a conflict between any provisions of this Agreement and the provisions of the T.I.F. Ordinances and/or the Bond Ordinance such ordinance(s) shall prevail and control.

18.12 Governing Law.

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

18.13 Form Of Documents.

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

18.14 Approval.

Wherever this Agreement provides for the approval or consent of the City, D.P.D. or the Commissioner, or any matter is to be to the City's, D.P.D. 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, 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 D.P.D. in making all approvals, consents and determinations of satisfaction, granting the Certificate or otherwise administering this Agreement for the City.

18.15 Assignment.

The Developer or the Trustee may not sell, assign or otherwise transfer its interest in this Agreement in whole or in part without the written consent of the City. Any successor in interest to the Developer or the Trustee under this Agreement shall certify in writing to the City its agreement to abide by all remaining executory terms

of this Agreement, including but not limited to Sections 8.18 (Real Estate Provisions) and 8.21 (Survival of Covenants) hereof, for the Term of this Agreement. The Developer and the Trustee consents to the City's sale, transfer, assignment or other disposal of this Agreement at any time in whole or in part.

18.16 Binding Effect.

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

18.17 Force Majeure.

Neither the City nor the Developer nor the Trustee nor any successor in interest to any of them shall be considered in breach of or in default of its obligations under this Agreement in the event of any delay caused by damage or destruction by fire or other casualty, strike, shortage of material, unusually adverse weather conditions such as, by way of illustration and not limitation, severe rain storms or below freezing temperatures of abnormal degree or for an abnormal duration, tornadoes or cyclones, and other events or conditions beyond the reasonable control of the party affected which in fact interferes with the ability of such party to discharge its obligations hereunder. The individual or entity relying on this section with respect to any such delay shall, upon the occurrence of the event causing such delay, immediately give written notice to the other parties to this Agreement. The individual or entity relying on this section with respect to any such delay may rely on this section only to the extent of the actual number of days of delay effected by any such events described above.

18.18 (Sub)Exhibits.

All of the (Sub)exhibits attached hereto are incorporated herein by reference.

18.19 Business Economic Support Act.

Pursuant to the Business Economic Support Act (30 ILCS 760/1, et seq.), if the Developer is required to provide notice under the W.A.R.N. Act, the Developer shall, in addition to the notice required under the W.A.R.N. Act, provide at the same time

a copy of the W.A.R.N. Act notice to the Governor of the State, the Speaker and Minority Leader of the House of Representatives of the State, the President and Minority Leader of the Senate of State, and the Mayor of each municipality where the Developer has locations in the State. Failure by the Developer to provide such notice as described above may result in the termination of all or a part of the payment or reimbursement obligations of the City set forth herein.

18.20 Venue And Consent To Jurisdiction.

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

18.21 Costs And Expenses.

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

18.22 Business Relationships.

The Developer acknowledges (A) receipt of a copy of Section 2-156-030 (b), of the Municipal Code, (B) that Developer has read such provision and understands that pursuant to such Section 2-156-030 (b), it is illegal for any elected official of the City, or any person acting at the direction of such official, to contact, either orally or in writing, any other City official or employee with respect to any matter involving any person with whom the elected City official or employee has a "Business Relationship" (as defined in Section 2-156-080 of the Municipal Code), or to participate in any discussion in any City Council committee hearing or in any City Council meeting or to vote on any matter involving any person with whom the elected City official or employee has a "Business Relationship" (as defined in Section 2-156-080 of the Municipal Code), or to participate in any discussion in any City Council committee hearing or in any City Council meeting or to vote on any matter involving the person with whom an elected official has a Business Relationship, and (C) that a violation of Section 2-156-030 (b) by an elected official, or any person acting at the direction of such official, with respect to any transaction contemplated by this Agreement shall be grounds for termination of this Agreement and the

transaction contemplated hereby. The Developer hereby represents and warrants that, to the best of its knowledge after due inquiry, no violation of Section 2-156-030 (b) has occurred with respect to this Agreement or the transactions contemplated hereby.

18.23 Trustee Exculpation.

This Agreement is executed by Trustee, not personally, but solely as Trustee, as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee, and said Trustee hereby warrants that it possesses full power and authority to execute this instrument and it is expressly understood and agreed that nothing herein shall be construed as creating any liability on the Trustee personally to perform any covenant either express or implied herein. No personal liability shall be asserted or be enforceable against the trustee by reason of any of the covenants, statements, representations or warranties contained in this instrument.

In Witness Whereof, The parties hereto have caused this Hellenic Museum and Cultural Center Redevelopment Agreement to be executed on or as of the day and year first above written.

United Hellenic American Congress
of Illinois, an Illinois not-for-profit
corporation

By: _____

Its: _____

Hellenic Museum and Cultural Center,
an Illinois not-for-profit corporation

By: _____

Its: _____

2/6/2002

REPORTS OF COMMITTEES

78499

Western Springs National Bank and
Trust, as Trustee, not personally, but
solely as Trustee under Trust Number
3922

Attest:

By: _____

Its: _____

By: _____

Its: _____

City of Chicago

By: _____

Commissioner, Department
of Planning and Development.

State of Illinois)
)SS.
County of Cook)

I, _____, a notary public in and for the said County, in the State
aforesaid, do hereby certify that _____, personally known to me to
be the _____ of the United Hellenic American Congress of Illinois, an
Illinois not-for-profit corporation (the "U.H.A.C."), and personally known to me to be
the same person whose name is subscribed to the foregoing instrument, appeared
before me this day in person and acknowledged that he/she signed, sealed, and
delivered said instrument, pursuant to the authority given to him/her by the Board
of Directors of the U.H.A.C., as his/her free and voluntary act and as the free and
voluntary act of the U.H.A.C., for the uses and purposes therein set forth.

Given under my hand and official seal this ____ day of _____, 2002.

Notary Public

My commission expires _____

State of Illinois)
)SS.
County of Cook)

I, _____, a notary public in and for the said County, in the State aforesaid, do hereby certify that _____, personally known to me to be the _____ of Hellenic Museum and Cultural Center, an Illinois not-for-profit corporation (the "H.M.C.C."), and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed, sealed, and delivered said instrument, pursuant to the authority given to him/her by the Board of Directors of the H.M.C.C., as his/her free and voluntary act, and as the free and voluntary act of the H.M.C.C., for the uses and purposes therein set forth.

Given under my hand and official seal this ____ day of _____, 2002.

Notary Public

My commission expires _____

State of Illinois)
)SS.
County of Cook)

I, the undersigned, a notary public in and for the County and State aforesaid, do hereby certify that _____, and _____, personally known to me to be the _____ and _____, respectively of Western Springs National Bank and Trust (the "Trustee"), an Illinois not-for-profit corporation (the "U.H.A.C."), and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such _____ and _____, they signed and delivered said instrument, pursuant to the authority given by the Board of Directors of the Trustee as their free and voluntary act, and as the free and voluntary act and deed of the Trustee, for the uses and purposes therein set forth.

Given under my hand and official seal this ____ day of _____, 2002.

Notary Public

My commission expires _____

State of Illinois)
)SS.
County of Cook)

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

Given under my hand and official seal this ____ day of _____, 2002.

Notary Public

My commission expires _____

[(Sub)Exhibits "A", "D", "E", "G-2", "H" and "J" referred to in this
Hellenic Museum and Cultural Center Redevelopment
Agreement unavailable at time of printing.]

(Sub)Exhibits "B", "C", "F", "G-1" and "I" referred to in this Hellenic Museum and
Cultural Center Redevelopment Agreement read as follows:

(Sub)Exhibit "B".
(To Hellenic Museum And Cultural Center
Redevelopment Agreement)

Property.

Legal Description.

Lot 16 and that part of Lots 13, 14 and 15 described as follows:

beginning at a point in the north line of Lot 13, which is 15 feet east of the northwest corner of said Lot 13; thence southwesterly along a straight line to a point in the west line of said Lot 13, 35 feet south of the north line of said Lot 13; thence southwesterly along a straight line to a point in the west line of the east 25.5 feet of Lot 14 which is 82 feet north of the south line of said Lot 14; thence southwesterly along a straight line to a point in the west line of said Lot 14, which is 40 feet north of the south line of said Lot 14; thence southwesterly to a point in the south line of said Lot 15, 27 feet west of the southeast corner of said Lot 15; thence westerly along the south line of said Lot 15 to the southwest corner of said Lot 15; thence north along the west line of said Lot 15

to the northwest corner of said Lot 15; thence east along the north line of said Lots 13, 14 and 15 to the place of beginning, all in Block 4 in Blanchard's Subdivision of Block 4 in School Section Addition in Section 16, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 333 South Halsted Street, Chicago, Illinois 60661 Permanent Index Number 17-16-117-001, -025, -027, -032 and -033).

(Sub)Exhibit "C".

(To Hellenic Museum And Cultural Center
Redevelopment Agreement)

T.I.F. Funded Improvements.

Line Item	Cost
Acquisition	\$3,500,000

(Sub)Exhibit "F".

(To Hellenic Museum And Cultural Center
Redevelopment Agreement)

Permitted Liens.

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

(Sub)Exhibit "G-1".
(To Hellenic Museum And Cultural Center
Redevelopment Agreement)

Project Budget.

Sources of Funds:

City T.I.F. Funds	\$ 3,500,000
Hellenic Museum Fund-raising	11,766,233

Uses of Funds:

Hard Costs:

Construction	\$10,083,308
Upgraded H.V.A.C.	693,025
Land Acquisition	3,500,000
Demolition	50,000
Projector and Sound System	45,000
Benches, Sculpture Garden	15,000
Total Hard Costs:	\$14,341,333

Soft Costs:

Architectural Fee	\$ 750,000
Legal Fees	100,000
Survey, Title	15,000
Insurance	25,000
Miscellaneous	35,000

Total Soft Costs:	\$ 925,000
TOTAL PROJECT COSTS:	\$15,266,333

(Sub)Exhibit "P".
(To Hellenic Museum And Cultural Center
Redevelopment Agreement)

Opinion Of Developer's Counsel.

(Not Attached For Recording Purposes)

(To Be Retyped On The Developer's Counsel's Letterhead)

City of Chicago
121 North LaSalle Street
Chicago, Illinois 60602

Attention: Corporation Counsel

Ladies and Gentlemen:

We have acted as counsel to United Hellenic American Congress of Illinois, an Illinois not-for-profit corporation ("U.H.A.C.") and Hellenic Museum and Cultural Center, an Illinois not-for-profit corporation ("H.M.C.C." and, collectively with U.H.A.C., the "Developer"), in connection with the purchase of certain land and the construction of certain facilities thereon located in the Near West Redevelopment Project Area (the "Project"). In that capacity, we have examined, among other things, the following agreements, instruments and documents of even date herewith, hereinafter referred to as the "Documents":

(a) Hellenic Museum and Cultural Center Redevelopment Agreement (the "Agreement") of even date herewith, executed by the Developer and the City of Chicago (the "City");

(b) the Performance L/C;

(c) [insert other documents as may be appropriate, including but not limited to documents related to the acquisition of the Property]; and

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

Capitalized terms not otherwise defined in this opinion shall have the meaning set forth in the Agreement.

In addition to the foregoing, we have examined:

(a) the original or certified, conformed or photostatic copies of U.H.A.C.'s and H.M.C.C.'s (i) respective Articles of Incorporation, as amended to date, (ii) respective qualifications to do business and certificates of good standing in all states in which each is qualified to do business, (iii) respective By-Laws, as amended to date, and (iv) respective records of all corporate proceedings relating to the Project; and

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

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

Based on the foregoing, it is our opinion that:

1. U.H.A.C. and H.M.C.C. are Illinois not-for-profit corporations each duly organized, validly existing and in good standing under the laws of its state of incorporation, has full power and authority to own and lease its properties and to carry on its business as presently conducted, and is in good standing and duly qualified to do business as a foreign corporation under the laws of every state in which the conduct of its affairs or the ownership of its assets requires such qualification, except for those states in which its failure to qualify to do business would not have a material adverse effect on it or its business.

2. The Developer has full right, power and authority to execute and deliver the Documents to which it is a party and to perform its obligations thereunder. Such execution, delivery and performance will not conflict with, or result in a breach of, the U.H.A.C.'s or H.M.C.C.'s respective 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 the U.H.A.C. or H.M.C.C. is a party or by which the U.H.A.C. or H.M.C.C. or their respective 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 the U.H.A.C. or H.M.C.C. is a party or by which it or any of U.H.A.C.'s or H.M.C.C.'s respective property may be bound, or result in the creation or imposition of (or the obligation to create or impose) any lien, charge or encumbrance on, or security interest in, any of its property pursuant to the provisions of any of the foregoing.

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

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

5. (Sub)Exhibit A attached hereto (a) identifies each class of capital stock of the Developer, (b) sets forth the number of issued and authorized shares of each such class, and (c) identifies the record owners of shares of each class of capital stock of the Developer and the number of shares held of record by each such holder. To the best of our knowledge after diligent inquiry, except as set forth on (Sub)Exhibit A, there are no warrants, options, rights or commitments of purchase, conversion, call or exchange or other rights or restrictions with respect to any of the capital stock of the Developer. Each outstanding share of the capital stock of the Developer is duly authorized, validly issued, fully paid and nonassessable.

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

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

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

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

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

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

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

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

Very truly yours,

By: _____

Name: _____

AUTHORIZATION FOR RATIFICATION AND EXTENSION OF
ENTERPRISE ZONE MUNICIPAL UTILITY TAX
EXEMPTIONS FOR BENEFIT OF KRAFT
FOODS NORTH AMERICA, INC.

The Committee on Finance submitted the following report:

CHICAGO, February 6, 2002.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing an enterprise municipal utility exemption for Kraft Foods, 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.

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

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, Hairston, Beavers, Stroger, Beale, Pope, Balcer, Frias, Olivo, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 47.

Nays -- None.

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

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

The following is said ordinance as passed:

WHEREAS, Under paragraph (e) of Section 8-11-2 of the Illinois Municipal Code (65 ILCS 5/8-11-2(e)), any municipality that imposes taxes upon public utilities pursuant to Section 8-11-2 whose territory includes any part of an enterprise zone may, by a majority vote of its corporate authorities, exempt from such taxes for a period not exceeding twenty (20) years any specified percentage of gross receipts of public utilities received from business enterprises which: (1) make investments which cause the retention of a minimum of one thousand (1,000) full-time jobs in Illinois; (2) are located in an enterprise zone established pursuant to the Illinois Enterprise Zone Act (20 ILCS 655/1, et seq.); and (3) are certified by the Illinois Department of Commerce and Community Affairs as complying with the requirements set forth in (1) and (2) above; and

WHEREAS, The City Council on November 24, 1986 passed an ordinance pursuant to the Illinois Enterprise Zone Act and the Chicago Enterprise Zone Ordinance, now Chapter 16-12 of the Municipal Code of Chicago, establishing Proposed Enterprise Zone VI, which proposed enterprise zone subsequently was certified by the Illinois Department of Commerce and Community Affairs; and

WHEREAS, The City Council on November 5, 1993 passed an ordinance pursuant to the Illinois Enterprise Zone Act and the Chicago Enterprise Zone Ordinance modifying the boundaries of Enterprise Zone VI in a manner which included the Nabisco Biscuit Company, located at 7300 South Kedzie Avenue and 7600 South Kedzie Avenue, which modification subsequently was certified by the Illinois Department of Commerce and Community Affairs; and

WHEREAS, The Nabisco Biscuit Company and its successor company Kraft Foods North America, Inc., have agreed to make investments to cause the retention of a minimum of one thousand eight hundred (1,800) full-time jobs in Chicago that otherwise would be lost if such investments were not made; and

WHEREAS, The Distribution of Gas Tax (the "Gas Tax"), Chapter 3-40, Sections 3-40-030 through 3-40-150, of the Municipal Code of Chicago, is a tax imposed upon all persons engaged in the business of distributing, supplying, furnishing or selling gas for use or consumption within the corporate limits of the City of Chicago, and not for resale, at the rate of eight percent (8%) of the gross receipts from such business; and

WHEREAS, The Distribution of Electricity Tax (the "Electricity Distribution Tax"), Chapter 3-40, Sections 3-40-160 through 3-40-290, of the Municipal Code of Chicago, was a tax imposed upon all persons engaged in the business of distributing, supplying, furnishing or selling electricity for use or consumption within the corporate limits of the City of Chicago, and not for resale, at the rate of five percent (5%) of the gross receipts from such business; and

WHEREAS, The Electricity Use Tax (the "Electricity Use Tax"), Chapter 3-54 of the Municipal Code of Chicago, is a tax which has been imposed since January 1, 2001 (with respect to nonresidential customers) to replace the Electricity Distribution Tax. This tax is imposed upon the privilege of using or consuming electricity acquired in a purchase at retail and used or consumed within the corporate limits of the City of Chicago, and not for resale, at rates graded according to kilowatt hours used or consumed, calculated on a monthly basis for each purchaser; and

WHEREAS, The Chicago Telecommunications Tax (the "Telecommunications Tax"), Chapter 3-70 of the Municipal Code of Chicago, as amended, is a tax imposed upon the act or privilege of originating in the City of Chicago intrastate and interstate telecommunications by a person at a rate of five percent (5%) of the gross charge for such telecommunications purchased at retail from a retailer; and

WHEREAS, The exemptions provided for in this ordinance were initially granted by a similar ordinance on June 16, 1994 for a five (5) year term beginning with certification by the Department of Commerce and Community Affairs on October 20, 1994, and have since expired under the original ordinance. The City Council finds it in the City's best interest to ratify and extend the exemptions for an additional five (5) year term beginning October 20, 1999; now, therefore,

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

SECTION 1. Pursuant to paragraph (e) of Section 8-11-2 of the Illinois Municipal Code, as amended, 65 ILCS 5/8-11-2, the gross receipts from the sale of gas or electricity to the Nabisco Biscuit Company and its successor company Kraft Foods North America, Inc. for use or consumption at its facilities at 7300 South Kedzie Avenue and 7600 South Kedzie Avenue shall be wholly exempt from the Gas Tax and Electricity Tax.

SECTION 2. Pursuant to Section 9-222.1 of the Public Utilities Act, as amended, 220 ILCS 5/9-222.1, the Nabisco Biscuit Company and its successor company Kraft Foods North America, Inc., with respect to its facilities at 7300 South Kedzie Avenue and 7600 South Kedzie Avenue, shall be wholly exempt from the Telecommunications Tax, the Electricity Use Tax, and the Gas Use Tax and from the additional charge arising from the Gas Tax and The Electricity Distribution Tax.

SECTION 3. Subject to Section 6 of this ordinance, the exemptions provided for in this ordinance shall expire five (5) years from the date that they become effective.

SECTION 4. The exemptions provided for in this ordinance shall not apply to any taxes paid prior to the effective date of this ordinance. The exemptions provided for in this ordinance shall be conditioned upon the agreement of Kraft Foods North America, Inc. to forego any right that it or its predecessor company may have had to a refund of taxes that may have been subject to such exemptions but have been paid prior to the effective date of this ordinance.

SECTION 5. The exemptions provided for in this ordinance shall terminate without further action by the City Council or the Illinois Department of Commerce and Community Affairs if at any time Kraft Foods North America, Inc. fails to retain, in the sole determination of the Department of Planning and Development, a minimum of one thousand eight hundred (1,800) full-time jobs at its facilities at 7300 South Kedzie Avenue and 7600 South Kedzie Avenue.

SECTION 6. Kraft Foods North America, Inc., as the successor to the Nabisco Biscuit Company, may apply to the Department of Planning and Development for renewal of the exemptions provided for in this ordinance for additional five (5) year periods up to a total of twenty (20) years, but not to extend beyond the date that Enterprise Zone VI shall expire; provided, however, that each such renewal shall be subject to the approval of the City Council and certification by the Illinois Department of Commerce and Community Affairs. This is the first (1st) renewal of the exemption for an additional five (5) year period beginning October 20, 1999, however, none of the exemptions shall extend beyond the twenty (20) year period commencing October 20, 1994.

SECTION 7. Eligibility for the exemptions provided for in this ordinance is expressly contingent upon certification by the Illinois Department of Commerce and Community Affairs.

SECTION 8. The City Clerk is hereby directed to transmit a copy of this ordinance to the Illinois Department of Commerce and Community Affairs.

SECTION 9. This ordinance shall take effect immediately upon its passage and approval, and shall apply retroactively to October 20, 1999.

APPROVAL OF TAX INCREMENT REDEVELOPMENT PLAN FOR
119TH AND HALSTED REDEVELOPMENT PROJECT AREA.

The Committee on Finance submitted the following report:

CHICAGO, February 6, 2002.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance approving a redevelopment plan for the 119th and Halsted Redevelopment Project Area, 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, Hairston, Beavers, Stroger, Beale, Pope, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 48.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, It is desirable and in the best interest of the citizens of the City of Chicago, Illinois (the "City") for the City to implement tax increment allocation financing ("Tax Increment Allocation Financing") pursuant to the Illinois Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, et seq., as amended (the "Act"), for a proposed redevelopment project area to be known as the 119th and Halsted Redevelopment Project Area (the "Area") described in Section 2 of this ordinance, to be redeveloped pursuant to a proposed redevelopment plan and

project attached hereto as Exhibit A (the "Plan"); and

WHEREAS, By authority of the Mayor and the City Council of the City (the "City Council", referred to herein collectively with the Mayor as the "Corporate Authorities") and pursuant to Section 5/11-74.4-5(a) of the Act, the City's Department of Planning and Development established an interested parties registry and, on May 4, 2001, published in a newspaper of general circulation within the City a notice that interested parties may register in order to receive information on the proposed designation of the Area or the approval of the Plan; and

WHEREAS, Notice of a public meeting (the "Public Meeting") was made pursuant to notices from the City's Commissioner of the Department of Planning and Development, given on dates not less than fifteen (15) days before the date of the Public Meeting: (i) on June 11, 2001 by certified mail to all taxing districts having real property in the proposed Area and to all entities requesting that information that have taken the steps necessary to register to be included on the interested parties registry for the proposed Area in accordance with Section 5/11-74.4-4.2 of the Act, and (ii) with a good faith effort, on June 11, 2001 by regular mail to all residents and the last known persons who paid property taxes on real estate in the proposed Area (which good faith effort was satisfied by such notice being mailed to each residential address and the person or persons in whose name property taxes were paid on real property for the last preceding year located in the proposed Area), which to the extent necessary to effectively communicate such notice, was given in English and in other languages; and

WHEREAS, The Public Meeting was held in compliance with the requirements of Section 5/11-74.4-6(e) of the Act on June 26, 2001 at 6:00 P.M. at 447 West 120th Street, Chicago, Illinois; and

WHEREAS, The Plan (including the related eligibility report attached thereto as an exhibit and, if applicable, the feasibility study and the housing impact study) was made available for public inspection and review pursuant to Section 5/11-74.4-5(a) of the Act since July 9, 2001, being a date not less than ten (10) days before the meeting on September 24, 2001 of the Community Development Commission of the City ("Commission") at which the Commission adopted Resolution 01-CDC-78 fixing the time and place for a public hearing ("Hearing"), at the offices of the City Clerk and the City's Department of Planning and Development; and

WHEREAS, Pursuant to Section 5/11-74.4-5(a) of the Act, notice of the availability of the Plan (including the related eligibility report attached thereto as an exhibit and, if applicable, the feasibility study and the housing impact study) was sent by mail on October 5, 2001, which is within a reasonable time after the adoption by the Commission of Resolution 01-CDC-78 to: (a) all residential addresses that, after a good faith effort, were determined to be (i) located within the Area and (ii) located within seven hundred fifty (750) feet of the boundaries of the Area (or, if applicable, were determined to be the seven hundred fifty (750) residential addresses that were

closest to the boundaries of the Area); and (b) organizations and residents that were registered interested parties for such Area; and

WHEREAS, Due notice of the Hearing was given pursuant to Section 5/11-74.4-6 of the Act, said notice being given to all taxing districts having property within the Area and to the Department of Commerce and Community Affairs of the State of Illinois by certified mail on October 24, 2001, by publication in the *Chicago Sun-Times* or *Chicago Tribune* on November 13, 2001, and November 20, 2001, by certified mail to taxpayers within the Area on November 13, 2001; and

WHEREAS, A meeting of the joint review board established pursuant to Section 5/11-74.4-5(b) of the Act (the "Board") was convened upon the provision of due notice on November 9, 2001 at 10:00 A.M., to review the matters properly coming before the Board and to allow it to provide its advisory recommendation regarding the approval of the Plan, designation of the Area as a redevelopment project area pursuant to the Act and adoption of Tax Increment Allocation Financing within the Area, and other matters, if any, properly before it; and

WHEREAS, Pursuant to Sections 5/11-74.4-4 and 5/11-74.4-5 of the Act, the Commission held the Hearing concerning approval of the Plan, designation of the Area as a redevelopment project area pursuant to the Act and adoption of Tax Increment Allocation Financing within the Area pursuant to the Act on December 11, 2001; and

WHEREAS, The Commission has forwarded to the City Council a copy of its Resolution 01-CDC-107 attached hereto as Exhibit B, adopted on December 11, 2001, recommending to the City Council approval of the Plan, among other related matters; and

WHEREAS, The Corporate Authorities have reviewed the Plan (including the related eligibility report attached thereto as an exhibit and, if applicable, the feasibility study and the housing impact study), testimony from the Public Meeting and the Hearing, if any, the recommendation of the Board, if any, the recommendation of the Commission and such other matters or studies as the Corporate Authorities have deemed necessary or appropriate to make the findings set forth herein, and are generally informed of the conditions existing in the Area; now, therefore,

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

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

SECTION 2. The Area. The Area is legally described in Exhibit C attached hereto and incorporated herein. The street location (as near as practicable) for the Area is described in Exhibit D attached hereto and incorporated herein. The map of the Area is depicted on Exhibit E attached hereto and incorporated herein.

SECTION 3. Findings. The Corporate Authorities hereby make the following findings as required pursuant to Section 5/11-74.4-3(n) of the Act:

a. the Area on the whole has not been subject to growth and development through investment by private enterprise and would not reasonably be expected to be developed without the adoption of the Plan;

b. the Plan:

(i) conforms to the comprehensive plan for the development of the City as a whole; or

(ii) either (A) conforms to the strategic economic development or redevelopment plan issued by the Chicago Plan Commission or (B) includes land uses that have been approved by the Chicago Plan Commission;

c. the Plan meets all of the requirements of a redevelopment plan as defined in the Act and, as set forth in the Plan, the estimated date of completion of the projects described therein and retirement of all obligations issued to finance redevelopment project costs is not later than December 31 of the year in which the payment to the municipal treasurer as provided in subsection (b) of Section 5/11-74.4-8 of the Act is to be made with respect to ad valorem taxes levied in the twenty-third (23rd) calendar year after the year in which the ordinance approving the redevelopment project area is adopted, and, as required pursuant to Section 5/11-74.4-7 of the Act, no such obligation shall have a maturity date greater than twenty (20) years;

d. within the Plan:

(i) as provided in Section 5/11-74.4-3(n)(5) of the Act, the housing impact study: a) includes data on residential unit type, room type, unit occupancy, and racial and ethnic composition of the residents; and b) identifies the number and location of inhabited residential units in the Area that are to be or may be removed, if any, the City's plans for relocation assistance for those residents in the Area whose residences are to be removed, the availability of replacement housing for such residents and the type, location, and cost of the replacement housing, and the type and extent of relocation assistance to be provided;

(ii) as provided in Section 5/11-74.4-3(n)(7) of the Act, there is a statement that households of low-income and very low-income persons living in residential units that are to be removed from the Area shall be provided affordable housing and relocation assistance not less than that which would be provided under the federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and the regulations under that Act, including the eligibility criteria.

SECTION 4. Approval Of The Plan. The City hereby approves the Plan pursuant to Section 5/11-74.4-4 of the Act.

SECTION 5. Powers Of Eminent Domain. In compliance with Section 5/11-74.4-4(c) of the Act and with the Plan, the Corporation Counsel is authorized to negotiate for the acquisition by the City of parcels contained within the Area. In the event the Corporation Counsel is unable to acquire any of said parcels through negotiation, the Corporation Counsel is authorized to institute eminent domain proceedings to acquire such parcels. Nothing herein shall be in derogation of any proper authority.

SECTION 6. Invalidity Of Any Section. If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this ordinance.

SECTION 7. Superseder. All ordinances, resolutions, motions or orders in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 8. Effective Date. This ordinance shall be in full force and effect immediately upon its passage.

[Exhibit "E" referred to in this ordinance printed
on page 78637 of this Journal.]

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

Exhibit "A".
(To Ordinance)

*119th And Halsted Tax Increment Financing
Redevelopment Plan And Project.*

1.

Introduction.

This document presents a Tax Increment Redevelopment Plan and Project (hereinafter referred to as the "Plan") pursuant to the Tax Increment Allocation Redevelopment Act (65 ILCS 5/11-74.4-1, et seq.) (1996 State Bar Edition), as amended (the Act) for the 119th and Halsted neighborhood located in the City of Chicago, Illinois (the "Project Area"). The Project Area is adjacent to the existing West Pullman Industrial Park Conservation Area. The Project Area boundaries are irregular, generally extending north/south along South Halsted Street from West 111th Street to West 123rd Street and east/west along West 119th Street from South Wentworth Avenue to South Morgan Street. The Project Area is comprised largely of commercial property, which is the predominant use along both South Halsted Street and West 119th Street. It should be noted that a significant amount of residential use is also present within the Project Area, located largely south of West 119th Street and east of South Halsted Street. The Plan responds to problem conditions within the Project Area and reflects a commitment by the City of Chicago (the "City") to improve and revitalize the Project Area.

The Plan presents research and analysis undertaken to document the eligibility of the Area for designation as a "conservation area" tax increment financing ("T.I.F.") district. The need for public intervention, goals and objectives, land-use policies and other policy materials are presented in the Plan. The results of a study documenting the eligibility of the Area as a conservation area are presented in Appendix C, Eligibility Study (the "Study").

In adopting the Act, the Illinois State Legislature found at Section 5/11-74.4-2(a) that:

... there exist in many municipalities within this State blighted, conservation and industrial park conservation areas as defined herein; that the conservation areas are rapidly deteriorating and declining and may soon become blighted areas if their decline is not checked . . .

and at Section 5/11-74.4-2(b) that:

... in order to promote and protect the health, safety, morals and welfare of the public, that blighted conditions need to be eradicated and conservation measures instituted, and that redevelopment of such areas be undertaken. . . . The eradication of blighted areas and treatment and improvement of conservation areas and industrial park conservation areas by redevelopment projects is hereby declared to be essential to the public interest.

In order to use the tax increment financing technique, a municipality must first establish that the proposed redevelopment project area meets the statutory criteria for designation as a "blighted area", a "conservation area" or an "industrial park conservation area.". A redevelopment plan must then be prepared which describes the development or redevelopment program intended to be undertaken to reduce or eliminate those conditions which qualified the redevelopment project area as a "blighted area", "conservation area", or combination thereof, or "industrial park conservation area", and thereby enhance the tax bases of the taxing districts which extend into the redevelopment project area. The statutory requirements are set out at 65 ILCS 5/11-74.4-3, et seq.

The Act provides that, in order to be adopted, a Plan must meet the following conditions under Section 5/11-74.4-3(n):

(1) the redevelopment project area on the whole has not been subject to growth and development through investment by private enterprise and would not be reasonably anticipated to be developed without the adoption of the redevelopment plan, (2) the redevelopment plan and project conform to the comprehensive plan for the development of the municipality as a whole, or, for municipalities with a population of one hundred thousand (100,000) or more, regardless of when the redevelopment plan and project was adopted, the redevelopment plan and project either: (i) conforms to the strategic economic development or redevelopment plan issued by the designated planning authority of the municipality, or (ii) includes land uses that have been approved by the planning commission of the municipality, (3) the redevelopment plan establishes the estimated dates of completion of the redevelopment project and retirement of obligations issued to finance redevelopment project costs (which dates shall not be later than December 31 of the year in which the payment to the municipal treasurer as provided in Section 8(b) of the Act is to be made with respect to ad valorem taxes levied in the twenty-third (23rd) calendar year after the year in which the ordinance approving the redevelopment project area is adopted), (4) in the case of an industrial park conservation area, also that the municipality is a labor surplus municipality and that the implementation of the redevelopment plan will reduce unemployment, create new jobs and by the provision of new facilities enhance the tax base of the taxing districts that extend into the redevelopment project area, and (5) if any incremental revenues are being utilized under Section 8a(1) or 8a(2)

of this Act in redevelopment project areas approved by ordinance after January 1, 1986, the municipality finds (a) that the redevelopment project area would not reasonably be developed without the use of such incremental revenues, and (b) that such incremental revenues will be exclusively utilized for the development of the redevelopment project area.

Redevelopment projects are defined as any public or private development projects undertaken in furtherance of the objectives of the redevelopment plan.

The City authorized an evaluation to determine whether a portion of the City to be known as the 119th and Halsted Redevelopment Area, qualifies for designation as a "blighted area", pursuant to the provisions contained in the Act. If the Area so qualified, the City requested the preparation of a redevelopment plan for the Area in accordance with the requirements of the Act.

The 119th And Halsted Redevelopment Project Area.

The Project Area is approximately one hundred eighty-three (183) acres in size and includes eight hundred twenty-two (822) contiguous parcels and public rights-of-way. Much of the Project Area is characterized by:

- buildings over the age of thirty-five (35) years;
- deleterious land-use and layout;
- deterioration of buildings, site improvements and right-of-ways;
- dilapidation of buildings;
- inadequate access to public rights-of-way;
- excessive vacancies in terms of vacant lots and vacant buildings;
- unused railroad rights-of-way; and
- other blighting characteristics.

As a result of these conditions, the Project Area is in need of redevelopment, rehabilitation and/or revitalization. In recognition of the unrealized potential of the Project Area, the City is taking action to facilitate its revitalization.

The purpose of the Plan is to create a mechanism to allow for the development of new commercial and public facilities on existing vacant and underutilized land, the redevelopment and/or expansion of existing businesses, the redevelopment of obsolete land uses, and the improvement of the area's physical environment and infrastructure. The redevelopment of the Project Area is expected to encourage economic revitalization within the community and the surrounding area.

The Project Area as a whole has not been subject to growth and development by private enterprise and would not reasonably be anticipated to be developed without the adoption of the Plan. The eligibility analysis, attached hereto as Appendix C, concluded that property in this area is experiencing deterioration and disinvestment. The analysis of conditions within the Project Area indicates that it is appropriate for designation as a "blighted area" in accordance with the Act.

The Plan summarizes the analyses and findings of the consultant's work, which unless otherwise noted, is solely the responsibility of Camiros, Ltd. and its subconsultants. Camiros, Ltd. has prepared this 119th and Halsted Redevelopment Plan and Project and the related eligibility report with the understanding that the City would rely (i) on the findings and conclusions of the Plan and the related eligibility report in proceeding with the designation of the Project Area and the adoption and implementation of the Plan, and (ii) on the fact that Camiros, Ltd. has obtained the necessary information so that the Plan and the related eligibility report will comply with the Act.

The Plan has been formulated in accordance with the provisions of the Act. This document is a guide to all proposed public and private actions in the Project Area.

2.

Project Area Description.

The land to be designated as the 119th and Halsted Redevelopment Project Area (the "Project Area") is shown in Figure 1, Boundary Map. The Project Area is approximately one hundred eighty-three (183) acres in size, including public rights-of-way. A legal description of the Project Area is included as Appendix B of this document. The Project Area is adjacent to the West Pullman Industrial Conservation Area. The Project Area includes only contiguous parcels and qualifies for designation as a "blighted area". The proposed Project Area includes only that area that is anticipated to be substantially benefited by the proposed redevelopment project improvements.

The general area has been the subject of two (2) planning studies in recent years.

The South Halsted Street Corridor Plan, completed in 1999, establishes a broad vision for the area, which would consist of new commercial development on vacant/underutilized land as well as rehabilitated housing and new housing development. The Plan also calls for improvements to public infrastructure, aesthetic enhancements and new/upgraded public facilities. The second (2nd) study was the 119th and Halsted Redevelopment Area Eligibility Study and Redevelopment Plan, completed in May of 1998. The boundaries of that plan are essentially the same as the boundaries for this tax increment financing district. Many of the policies of the Plan, including land-use and acquisition policies, are based on aforementioned 119th and Halsted Redevelopment Area designation.

Community Background.

The Project Area lies primarily within the West Pullman Community Area, although a small portion extends into the Roseland and Morgan Park Community Areas. The Project Area is adjacent to the West Pullman Industrial T.I.F. district. The community was initially settled in the 1830s but did not experience rapid growth until the later 1800s when the Illinois Central and Michigan Central Railroads were developed and industries such as the Pullman Palace Car were established. Industrial development in the general area began with the development of the West Pullman Land Association, which purchased land between Wentworth Avenue and Halsted Street from 115th Street to 119th Street.

The first of many waves of immigrants from Europe settled in the West Pullman community in the early 1900s. After World War II, the population grew from twenty-nine thousand (29,000) in 1950, peaking at forty-five thousand (45,000) in 1980. However, in 1970 a major demographic change began to occur, and in 1990, ninety-four percent (94%) of West Pullman was African-American. West Pullman's population declined to just under forty thousand (40,000) by 1990. This decline in population was accompanied by a decline in housing units from twelve thousand two hundred eighty-one (12,281) in 1980 to eleven thousand nine hundred nineteen (11,919) in 1990.

After World War II, housing development boomed and reflected a style more common to suburban development. In 1990, the percent of owner-occupied housing in the West Pullman Community Area reached an all time high at seventy-two percent (72%), comparable to suburbs. The 1990 median value of owner-occupied homes in the West Pullman community (Fifty-nine Thousand Two Hundred Seventy Dollars (\$59,270)) is generally higher than those in surrounding neighborhoods.

The 1990 median family income in West Pullman was higher than the median for the City as a whole. However, the unemployment rate for the community area has consistently been higher than the City average. The skill level of employed persons within West Pullman, however, is high with fifty-four percent (54%) being white collar workers.

Several large industries within the broader area, including International Harvester and Dutch Boy Paints, relocated their factories and operations to the suburbs. Other businesses, however, have remained in the area, including Carl Buddig and Company and other smaller manufacturing businesses. The net result of industrial relocation has been a significant loss of local jobs, especially well paying industrial sector jobs.

Current Land-Use And Zoning.

The current land-use within the Project Area consists of commercial, residential, institutional/public, industrial and mixed-use property. A large amount of vacant land is also present. Commercial use is concentrated along Halsted Street and 119th Street. Residential use is located primarily south and east of the 119th Street and Halsted Street frontages. Institutional/public uses take the form of places of worship, a public school, and a Chicago Housing Authority office and warehouse, which for the most part, are located on the main arterial streets of 119th Street and Halsted Street. Industrial uses are scattered throughout the Project Area, with older uses located along the former railroad line. The current configuration of land-use is represented in Figure 3, Existing Land-Use, while the current zoning is shown in Figure 4, Existing Zoning.

Current zoning generally reflects the pattern of existing land-use. One (1) exception is the presence of a few remnant commercial buildings along 120th Street in spite of the R4 District zoning. Another inconsistency involves a small area on the west side of Halsted Street between 116th Street and 117th Street, which is currently used for commercial/industrial use but is zoned R3. Other relatively minor use nonconformities exist within the Project Area.

Conditions within the Project Area include a series of improvement challenges. The Project Area contains a high proportion of vacant lots and buildings. While this condition exists throughout the Project Area, the highest concentration exists along 119th Street, 120th Street and the residential property between these two (2) streets. Several decades ago, 119th Street and 120th Street were thriving commercial streets. As land-use and transportation characteristics changed, commercial use became unsustainable and property along these streets began to decline. The negative effects of declining commercial property affected the adjacent residential property. Combined with a prevailing building age of approximately eighty (80) years, the lack

of maintenance and reinvestment resulted in a deterioration and vacancy. Today, deterioration, vacant lots and vacant buildings are widespread throughout the Project Area.

Transportation Characteristics.

Transportation facilities within the Project Area include a commuter rail and the local street system. One (1) current railroad line and one (1) former railroad line exist in the Project Area. The current railroad line is Metra's electric rail commuter service between Chicago and Blue Island. A Metra commuter station is located on Halsted Street at 121st Street. This is a commuter only line and carries no freight service. Another railroad right-of-way, that of the Penn Central Railroad, was purchased by the City of Chicago Department of Transportation for the purpose of establishing a pedestrian/bike trail and open space.

Halsted Street and 119th Street are the primary routes for north/south and east/west circulation, respectively. Halsted Street is State Route 1, and represents an important arterial street for the far south area. 119th Street functions as a collector street. Circulation on local streets consists of a combination of two-way and one-way traffic. Interchanges for Interstate 94 and Interstate 57 are located outside the Project Area to the east and west, respectively.

Mass transportation serving the Project Area includes C.T.A. buses. Bus Number 119 runs east/west on 119th Street, extending northward on Michigan Avenue to 95th Street and the 95th Street Red Line Rapid Transit Station. Bus Number 8A runs north/south along Halsted Street, providing access to the Red Line Rapid Transit Station at 79th Street. Bus Number 8A also connects with Bus Number 8, which extends service northward from the Red Line Rapid Transit Station at 79th Street to Waveland Avenue on the north side. In addition, Bus Number 359 provides service connecting several south suburban communities to the 121st Street Metra commuter station. The combination of C.T.A. and Metra service provides good transportation to the Project Area.

3.

Eligibility Of The Project Area For Designation As A Blighted Area.

The Project Area on the whole has not been subject to significant growth and development through investment by private enterprise. Based on the conditions present, the area is not likely to be comprehensively or effectively developed without

the adoption of the Plan. In April and May of 2001, a series of studies was undertaken to establish whether the proposed Project Area is eligible for designation as a blighted area in accordance with the requirements of the Act. This analysis concluded that the Project Area so qualifies.

For improved property, the presence of five (5) of the thirteen (13) conditions set forth in the Act is required for designation of improved property as a blighted area. These factors must be meaningfully present and reasonably distributed within the Area. Of the thirteen (13) factors cited in the Act for improved property, eight (8) factors are present within the Area.

The following six (6) factors were found to be present to a major extent:

- Deterioration (affecting seventy-four percent (74%) of all tax blocks).
- Obsolescence (affecting forty-seven percent (47%) of all tax blocks).
- Presence of structures below minimum code standards (affecting ninety-five percent (95%) of all tax blocks).
- Excessive vacancies (affecting seventy-two percent (72%) of all tax blocks).
- Excessive land coverage and overcrowding of structures and community facilities (affecting twenty-six percent (26%) of all tax blocks).
- Stagnant or declining E.A.V.

Two (2) additional factors are present to a minor extent within the Project Area. These are:

- Deleterious land-use or layout (affecting twelve percent (12%) of all tax blocks).
- Dilapidation (affecting nineteen percent (19%) of all tax blocks).

For vacant property, the presence of two (2) of the five (5) conditions set forth in the Act is required for designation of improved property as a blighted area. These factors must be meaningfully present and reasonably distributed within the Area. Of the five (5) factors cited in the Act for improved property, three (3) factors are present within the Area.

- Obsolete platting (affecting one hundred percent (100%) of the tax blocks).
- Deterioration on adjacent property (affecting seventy-five percent (75%) of

the tax blocks).

-- Stagnant or declining E.A.V.

For more detail on the basis for eligibility, refer to the study in Appendix C.

Need For Public Intervention.

The analysis of conditions within the Project Area included an evaluation of construction activity between 1996 and 2000. Table 1 summarizes construction activity within the Redevelopment Project Area by year and project type.

Table 1.

Building Permit Activity (1996 -- 2000).

	1996	1997	1998	1999	2000	Total
Construction Value						
New Construction	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Additions	56,790	6,900	93,775	12,750	47,950	218,1650
Alterations/Repairs	37,750	46,202	56,975	18,700	41,840	201,467
Demolition	48,500	5,500	29,525	25,800	23,500	132,825
TOTAL:	\$143,040	\$58,602	\$180,275	\$57,250	\$113,290	\$552,457
	1996	1997	1998	1999	2000	Total
Number Of Permits Issued						
New Construction	0	0	0	0	0	0
Additions	4	2	6	2	2	16
Alterations/Repairs	6	8	6	5	9	34
Demolition	7	1	3	3	2	16
TOTAL:	17	11	15	10	13	66

Source: City of Chicago, Department of Buildings

During this five (5) year period, a total of sixty-six (66) building permits were issued for property within the Project Area. In analyzing the building permit activity, it should be recognized that a certain level of activity occurs merely to address basic maintenance needs, which appears to account for a large majority of the construction activity. Between 1996 and 2000, no projects were undertaken in the Area that had a construction value of One Hundred Thousand Dollars (\$100,000) or more. Furthermore, no permits were issued for new construction. Sixteen (16) permits were issued for demolition, representing twenty-four percent (24%) of the permits and twenty-four percent (24%) of the total construction value over the five (5) year period. Thirty-four (34) permits were issued for alterations and repairs, while six (6) permits were issued for additions.

The Five Hundred Fifty-two Thousand Four Hundred Fifty-seven Dollars (\$552,457) in construction spending that has occurred in the Project Area over the past five (5) years represents a minimal level of investment. This five (5) year private sector investment is roughly equal to the development value of one (1) full service restaurant. Alternatively, this level of investment is approximately equal to three (3) one thousand eight hundred (1,800) square foot new houses. Given the large amount of vacant land present within the Project Area, and the presence of widespread deterioration, a significantly higher level of private investment is required to reverse the area's decline. Clearly, the lack of development is not being resolved through private-sector investment, and a continuation of this minimal level of private investment may exacerbate blight within the Project Area.

Despite the lack of private sector investment, equalized assessed value (E.A.V.) within the Area grew from approximately Fifteen Million Nine Hundred Thousand Dollars (\$15,900,000) in 1996 to Seventeen and Nine-tenths Million Dollars (\$17.9) in 2000. However, for this period, the E.A.V. of the Area grew at a slower rate twelve and five-tenths percent (12.5%) than that of the City, seventeen and five-tenths percent (17.5%). This growth in E.A.V. could be the result of one (1) or more of several factors, including improvements to a small number of properties or normal growth due to inflation. However, the increase in E.A.V. is not the result of widespread reinvestment in private property through construction activity. Given the blight and obsolescence that has been documented, the overall redevelopment of the Project Area would not reasonably be expected to occur without public intervention and the adoption of the Plan.

4.

Redevelopment Plan Goals And Objectives.

The proposed Plan and Project is consistent with City plans for the area. The land

uses conform to those approved by the Chicago Planning Commission and to recent City-sponsored plans for the area. The following goals and objectives are provided to guide development in the Project Area.

General Goals:

- Reduce or eliminate deleterious conditions within the Project Area.
- Provide for the orderly transition from obsolete land uses, to more appropriate land-use patterns.
- Create an attractive environment that encourages new commercial development.
- Increase affordable housing (for-sale and rental), including market rate housing, set aside twenty percent (20%).
- Employ residents within and surrounding the Project Area in jobs generated by area development.
- Improve public facilities and amenities.
- Enhance the tax base of the Project Area.

Redevelopment Objectives:

- Encourage private investment.
- Direct development activities to appropriate locations within the Project Area in accordance with the land-use plan and general land-use strategies.
- Encourage rezoning of obsolete land-use designations to facilitate development of underutilized property for uses that have demonstrated market support.
- Provide opportunities for business and commercial development where there is demonstrated market support.
- Encourage development of affordable for-sale and rental housing, as defined by the City's Department of Housing, for persons earning no more than one hundred twenty percent (120%) of the area median income and persons earning no more than eighty percent (80%) of area median income, respectively.

- Encourage development of market-rate housing as part of an overall program to create a mixed-income neighborhood.
- Realign segments of the proposed bikeway/open space on the former railroad right-of-way to improve access to private property and to create more viable redevelopment parcels.
- Establish job readiness and job training programs to provide residents within and surrounding the Project Area with the skills necessary to secure jobs in the Project Area and in adjacent redevelopment project areas.
- Promote hiring of local residents, including graduates of the Project Area's job readiness and job training programs.
- Improve recreational amenities within the Project Area.

Design Objectives:

- Provide off-street parking to support existing and new commercial uses within the 119th and Halsted Business District.
- Establish design standards for commercial and residential redevelopment to ensure compatible high-quality development.
- Enhance the appearance and function of existing commuter rail public transit facility.
- Encourage increased use of public transit facilities through pedestrian-friendly design, while also improving vehicular movement.

5.

Redevelopment Plan.

The City proposes to achieve the Plan's goals through the use of public financing techniques, including tax increment financing, and by undertaking some or all of the following actions:

Property Assembly, Site Preparation And Environmental Remediation.

To meet the goals and objectives of the Plan, the City may acquire and assemble property throughout the Area. Land assemblage by the City may be by purchase, exchange, donation, lease, eminent domain or through the Tax Reactivation Program and may be for the purpose of (a) sale, lease or conveyance to private developers, or (b) sale, lease, conveyance or dedication for the construction of public improvements or facilities. Furthermore, the City may require written redevelopment agreements with developers before acquiring any properties. As appropriate, the City may devote acquired property to temporary uses until such property is scheduled for disposition and development.

Figure 7, Land Acquisition Overview Map (Appendix A), reflects the properties proposed for acquisition on the existing acquisition map from the 119th and Halsted Street Redevelopment Area Designation, adopted in 1998. Table 2, Land Acquisition by Parcel Identification Number and Address (see Appendix A), provides a list of the properties proposed for acquisition on this underlying acquisition map. There is no new acquisition of property proposed as part of the Plan.

In connection with the City exercising its power to acquire real property not currently on the Land Acquisition Overview Map, including the exercise of the power of eminent domain, under the Act in implementing the Plan, the City will follow its customary procedures of having each such acquisition recommended by the Community Development Commission (or any successor commission) and authorized by the City Council of the City. Acquisition of such real property as may be authorized by the City Council does not constitute a change in the nature of the Plan. Also, the acquisition of such property can be paid for using T.I.F. funds.

For properties described in Figure 7 (the Land Acquisition Overview Map) in Appendix A, the acquisition of occupied properties by the City shall commence within four (4) years from the date of the publication of the ordinance approving the underlying plan September 9, 1998. Acquisition shall be deemed to have commenced with the sending of an offer letter. After the expiration of this four (4) year period, the City may acquire such property pursuant to the Plan under the Act according to its customary procedures as described in the preceding paragraph.

Intergovernmental And Redevelopment Agreements.

The City may enter into redevelopment agreements or intergovernmental agreements with private entities or public entities to construct, rehabilitate, renovate or restore private or public improvements on one (1) or several parcels (collectively referred to as "Redevelopment Projects"). Such redevelopment

agreements may be needed to support the rehabilitation or construction of allowable private improvements, in accordance with the Plan; incur costs or reimburse developers for other eligible redevelopment project costs as provided in the Act in implementing the Plan; and provide public improvements and facilities which may include, but are not limited to utilities, street closures, transit improvements, streetscape enhancements, signalization, parking and surface right-of-way improvements.

Terms of redevelopment as part of this redevelopment project may be incorporated in appropriate redevelopment agreements. For example, the City may agree to reimburse a developer for incurring certain eligible redevelopment project costs under the Act. Such agreements may contain specific development controls as allowed by the Act.

The City requires that developers who receive T.I.F. assistance for market rate housing set aside twenty percent (20%) of the units to meet affordability criteria established by the City's Department of Housing. Generally, this means the affordable for-sale units should be priced at a level that is affordable to persons earning no more than one hundred twenty percent (120%) of the area median income, and affordable rental units should be affordable to persons earning no more than eighty percent (80%) of the area median income.

Job Training.

To the extent allowable under the Act, job training costs may be directed toward training activities designed to enhance the competitive advantages of the Project Area and to attract additional employers to the Area. Working with employers and local community organizations, job training and job readiness programs may be provided that meet employers' hiring needs, as allowed under the Act.

A job readiness/training program is a component of the Plan. The City expects to encourage hiring from the community that maximizes job opportunities for Chicago residents.

Relocation.

Relocation assistance may be provided to facilitate redevelopment of portions of the Area and to meet other City objectives. Businesses or households legally occupying properties to be acquired by the City may be provided with relocation advisory and financial assistance as determined by the City.

Analysis, Professional Services And Administrative Activities.

The City may undertake or engage professional consultants, engineers, architects, attorneys and others to conduct various analyses, studies, administrative or legal services to establish, implement and manage the Plan.

Provision Of Public Improvements And Facilities.

Adequate public improvements and facilities may be provided to service the Area. Public improvements and facilities may include, but are not limited to, street closures to facilitate assembly of development sites, upgrading streets, signalization improvements, provision of streetscape amenities, river walk improvements, parking improvements and utility improvements.

Financing Costs Pursuant To The Act.

Interest on any obligations issued under the Act accruing during the estimated period of construction of the redevelopment project and other financing costs may be paid from the incremental tax revenues pursuant to the provisions of the Act.

Interest Costs Pursuant To The Act.

Pursuant to the Act, the City may allocate a portion of the incremental tax revenues to pay or reimburse developers for interest costs incurred in connection with redevelopment activities in order to enhance the redevelopment potential of the Area.

6.

Redevelopment Project Description.

The Plan seeks to create a strong, active and diverse business district along Halsted Street and to create an attractive and viable residential neighborhood in the area south and east of the 119th/Halsted intersection. Physical improvements to the Project Area are seen as a critical component of its overall improvement.

The Plan recognizes that new investment in commercial and residential property is needed to achieve revitalization. In certain cases, attracting new private investment may require the redevelopment of existing properties. Proposals for

infrastructure improvements will stress projects that will serve and benefit the surrounding residential, commercial and institutional uses. A comprehensive program of aesthetic enhancements will include streetscape improvements, facade renovations and aesthetically compatible new development. The components will create the quality environment required to sustain the revitalization of the Project Area.

Based on this assessment, the goals of the redevelopment projects to be undertaken in the Project Area are to: 1) foster viable commercial redevelopment on vacant, deteriorated or obsolete property that can serve the far south side community; 2) redevelop obsolete commercial property along 119th and 120th Streets for residential use; 3) redevelop vacant and deteriorated residential property to remove blighting influences and create a sustainable neighborhood; and 4) integrate public investments in infrastructure and facilities to help foster a suitable environment for private-sector investments. The major physical improvement elements anticipated as a result of implementing the proposed Plan are outlined below.

Commercial Redevelopment.

The Plan recognizes that commercial redevelopment is a key element of area improvement. The Plan seeks to focus commercial development along Halsted Street, with more intensive development at the major intersections of 115th/Halsted and 119th/Halsted. Smaller-scale commercial and mixed-use (commercial/residential) development is envisioned south of the 119th/Halsted intersection.

Residential Redevelopment.

Residential redevelopment is proposed for the deteriorated and obsolete commercial property along 119th and 120th Streets. Townhouse units or two (2) flats/three (3) flats are seen as appropriate housing types for this redevelopment. Single-family residential is most suitable for in-fill development along local side streets.

Public Improvements.

Improvements to public infrastructure and facilities are needed to complement and attract private-sector investment. Infrastructure improvements may include:

- Improvement of the former railroad right-of-way as a bikeway and open space amenity.

- Improvement of streetscape conditions along Halsted Street to support commercial redevelopment.
- Improvement of street intersections to improve traffic flow.
- Expansion of the parking supply.
- Enhancement of streetscape conditions along 119th and 120th Streets to support residential redevelopment.
- Construction of a new public library at the corner of 119th and Halsted Streets.
- Improvement of other public facilities that meet the needs of the community.

7.

General Land-Use Plan And Map.

The land uses proposed in the Area are generally consistent with current zoning. One (1) significant exception is the land along 119th Street east of Halsted Street. Land in this location is currently zoned B2-1 and is proposed for largely residential use. All proposed land-use is subject to the approval of the Chicago Plan Commission. Figure 6, General Land-Use Plan, in Appendix A, identifies land uses expected to result from implementation of the Plan in the Area. The land-use categories planned for the Area are: 1) residential, 2) commercial/mixed-use, 3) public/institutional and 4) park/open space use. The commercial/mixed-use category includes commercial use, residential use, or commercial and residential uses within the same building. Institutional uses and park/open space amenities may be incorporated into any of these land-use categories as needs and opportunities present themselves. The General Land-Use Plan is intended to provide a guide for future land-use improvements and developments within the Area.

The General Land-Use Plan is intended to serve as a broad guide for land-use and redevelopment policy. The plan is general in nature to allow adequate flexibility to respond to shifts in the market and private investment. A more specific discussion of the proposed uses within the Project Area is outlined below.

Residential Use.

Residential use is proposed south and east of the 119th/Halsted intersection. Most of the property along 119th Street east of Emerald Avenue is proposed for residential use. This represents a shift in land-use policy from its current zoning, which is B2-1. This area is no longer viable as a commercial district and should be redeveloped for residential use. The treatment of 119th Street is similar to that of 120th Street, which was a viable commercial district many years ago, but is now zoned residential. Other areas shown for residential use reflect existing residential property or vacant property that should be redeveloped for residential use.

Commercial/Mixed-Use.

Commercial/mixed-use development is proposed for the Halsted Street corridor and for scattered properties on 119th Street and 115th Street. Commercial and retail development is envisioned for most of this area. However, allowing residential use provides needed flexibility, especially for property where a clear trend of future use is not evident. Important recommendations include the redevelopment of the current Chicago Housing Authority office and warehouse facility on 115th Street and relocation of a small number of older industrial uses needed to facilitate broader commercial redevelopment of land, particularly along Halsted Street.

Public/Institutional.

Property designated as public/institutional use represent primarily existing uses. Prominent uses include the West Pullman Elementary School at 120th Street and Parnell Avenue and the City of Chicago fire station at 119th Street and Peoria Street. A number of churches are also present within the area. The most significant proposed use is a new public library at the northwest corner of 119th and Halsted Streets.

Park/Open Space.

The most prominent park/open space use is the proposed bikeway on the former railroad right-of-way running northwest to southeast through the Project Area. The alignment of this bikeway, as shown on the General Land-Use Plan, reflects proposals to realign segments of the bikeway to improve access to private property and promote more effective redevelopment. Such recommendations have been discussed with City officials and will be considered where feasible. Another proposed park/open space facility is the vacant, wooded property located along the proposed bikeway between 114th Street and 112th Street.

These land-use strategies are intended to direct development toward the most appropriate land-use pattern for the various portions of the Project Area and enhance the overall development of the Area in accordance with the goals and objectives of the Plan. Locations of specific uses, or public infrastructure improvements, may vary from the General Land-Use Plan as a result of more detailed planning and site design activities. Such variations are permitted without amendment to the Plan as long as they are consistent with the Plan's goals and objectives and the land uses and zoning approved by the Chicago Plan Commission.

8.

Redevelopment Plan Financing.

Tax increment financing is an economic development tool designed to facilitate the redevelopment of blighted areas and to arrest decline in areas that may become blighted without public intervention. It is expected that tax increment financing will be an important means, although not necessarily the only means, of financing improvements and providing development incentives in the Project Area throughout its twenty-three (23) year life.

Tax increment financing can only be used when private investment would not reasonably be expected to occur without public assistance. The Act sets forth the range of public assistance that may be provided.

It is anticipated that expenditures for redevelopment project costs will be carefully staged in a reasonable and proportional basis to coincide with expenditures for redevelopment by private developers and the projected availability of tax increment revenues.

Eligible Project Costs.

Redevelopment project costs include the sum total of all reasonable, or necessary, costs incurred, or estimated to be incurred, and any such costs incidental to the Plan. Some of the costs listed below became eligible costs under the Act pursuant to an amendment to the Act which became effective November 1, 1999. Eligible costs may include, without limitation, the following:

1. Professional services including: costs of studies and surveys, development of plans and specifications, implementation and administration of the Plan including, but not limited to, staff and professional service costs for architectural, engineering, legal, financial, planning or other services,

provided however, that no charges for professional services may be based on a percentage of the tax increment collected and the terms of such contracts do not extend beyond a period of three (3) years. Redevelopment project costs may not include general overhead or administrative costs of the City that would still have been incurred if the City had not designated a redevelopment project area or approved a redevelopment plan.

2. The cost of marketing sites within the Area to prospective businesses, developers and investors.
3. Property assembly costs, including, but not limited to, acquisition of land and other property, real or personal, or rights or interests therein, demolition of buildings, site preparation, site improvements that serve as an engineered barrier addressing ground level or below ground environmental contamination, including, but not limited to parking lots and other concrete or asphalt barriers, and the clearing and grading of land.
4. Costs of rehabilitation, reconstruction, repair or remodeling of existing public or private buildings, fixtures and leasehold improvements; and the cost of replacing an existing public building, if pursuant to the implementation of a redevelopment project, the existing public building is to be demolished to use the site for private investment or devoted to a different use requiring private investment.
5. Costs of the construction of public works or improvements, but not including the cost of constructing a new municipal public building principally used to provide offices, storage space, or conference facilities or vehicle storage, maintenance, or repair for administrative, public safety, or public works personnel and that is not intended to replace an existing public building unless the City makes a reasonable determination, supported by information that provides the basis for that determination, that the new municipal building is required to meet an increase in the need for public safety purposes anticipated to result from the implementation of the Plan.
6. Costs of job training and retraining projects including the cost of "welfare-to-work" programs implemented by businesses located within the Area, advanced vocational education or career education, including but not limited to courses in occupational, semi-technical or technical fields leading directly to employment, incurred by one (1) or more taxing districts as provided in the Act.

7. Financing costs, including, but not limited to, all necessary and incidental expenses related to the issuance of obligations and, which may include payment of interest on any obligations issued under the Act, including interest accruing during the estimated period of construction of any redevelopment project for which such obligations are issued and not exceeding thirty-six (36) months thereafter and including reasonable reserves related thereto.
8. All, or a portion, of a taxing district's capital costs resulting from the Redevelopment Project necessarily incurred, or to be incurred, in furtherance of the Plan, to the extent the City, by written agreement, accepts and approves such costs.
9. An elementary, secondary or unit school district's increased costs attributable to assisted housing units will be reimbursed as provided for in the Act.
10. Relocation costs, to the extent that the City determines that relocation costs shall be paid or is required to make payment of relocation costs by state or federal law or in accordance with the requirements of the Act.
11. Payment in lieu of taxes.
12. Interest costs incurred by a developer related to the construction, renovation or rehabilitation of a redevelopment project provided that:
 - such costs are to be paid directly from the special tax allocation fund established pursuant to the Act;
 - such payments in any one (1) year may not exceed thirty percent (30%) of the annual interest costs incurred by the developer with regard to the redevelopment project during that year;
 - if there are not sufficient funds available in the special tax allocation fund to make the payment pursuant to this provision, then the amounts so due shall accrue and be payable when sufficient funds are available in the special tax allocation fund;
 - the total of such interest payments paid pursuant to the Act may not exceed thirty percent (30%) of the total: (i) cost paid or incurred by the developer for such redevelopment project, plus (ii) redevelopment project costs excluding any property assembly costs and any relocation costs incurred by the City pursuant to the Act; and

- up to seventy-five percent (75%) of the interest cost incurred by a developer for the financing of rehabilitated or new housing units for low-income households and very low-income households, as defined in Section 3 of the Illinois Affordable Housing Act.
- 13. Up to fifty percent (50%) of the cost of construction, renovation and/or rehabilitation of all low-income and very low-income housing units (for ownership or rental) as defined in Section 3 of the Illinois Affordable Housing Act. If the units are part of a residential redevelopment project that includes units not affordable to low-income and very low-income households, only the low-income and very low-income households shall be eligible for benefits under the Act.
- 14. Up to seventy-five percent (75%) of the interest incurred by a developer for the financing of rehabilitated or new housing units for low-income households and very low-income households, as defined in Section 3 of the Illinois Affordable Housing Act.
- 15. The cost of day care services for children of employees from low-income families working for businesses located within the Area and all or a portion of the cost of operation of day care centers established by Area businesses to serve employees from low-income families working in businesses located in the Area. For the purposes of this paragraph, "low-income families" means families whose annual income does not exceed eighty percent (80%) of the City, county or regional median income as determined from time to time by the United States Department of Housing and Urban Development.

The cost of constructing new privately-owned buildings is not an eligible redevelopment project cost, unless specifically authorized by the Act.

Estimated Project Costs.

A range of activities and improvements may be required to implement the Plan. The proposed eligible activities and their estimated costs over the life of the Area are briefly described below and also shown in Table 3, Estimated Redevelopment Project Costs.

1. Professional services including planning, legal, surveys, real estate marketing costs, fees and other related development costs. This budget element provides for studies and survey costs for planning and implementation of the project, including planning and legal fees, architectural and engineering, development site marketing, financial and

special service costs. (Estimated cost: One Million Five Hundred Thousand Dollars (\$1,500,000))

2. Property assembly costs, including acquisition of land and other property, real or personal, or rights or interests therein, and other appropriate and eligible costs needed to prepare the property for redevelopment. These costs may include the reimbursement of acquisition costs incurred by private developers. Land acquisition may include acquisition of both improved and vacant property in order to create development sites, accommodate public rights-of-way or to provide other public facilities needed to achieve the goals and objectives of the Plan. Property assembly costs also include: demolition of existing improvements, including clearance of blighted properties or clearance required to prepare sites for new development, site preparation, including grading, and other appropriate and eligible site activities needed to facilitate new construction, and environmental remediation costs associated with property assembly which are required to render the property suitable for redevelopment. (Estimated cost: Ten Million Dollars (\$10,000,000))
3. Rehabilitation, reconstruction, repair or remodeling of existing public or private buildings and fixtures; and up to fifty percent (50%) of the cost of construction of low-income and very low-income housing units. (Estimated cost: Three Million Two Hundred Fifty Thousand Dollars (\$3,250,000))
4. Construction of public improvements, infrastructure and facilities. These improvements are intended to improve access within the Area, stimulate private investment and address other identified public improvement needs, and may include all or a portion of a taxing district's eligible costs, including increased costs of the Chicago Public Schools attributable to assisted housing units within the Area in accordance with the requirements of the Act. (Estimated cost: Twelve Million Dollars (\$12,000,000))
5. Costs of job training and retraining projects, advanced vocational education or career education, as provided for in the Act. (Estimated cost: One Million Dollars (\$1,000,000))
6. Relocation costs, as judged by the City to be appropriate or required to further implementation of the Plan. (Estimated cost: One Million Dollars (\$1,000,000))
7. Financing and interest costs associated with redevelopment projects, pursuant to the provisions of the Act. (Estimated cost: Three Million Five Hundred Thousand Dollars (\$3,500,000))

8. Provision of day care services as provided in the Act. (Estimated cost: Two Hundred Fifty Thousand Dollars (\$250,000))
9. All or part of a taxing district's capital costs resulting from or incurred in furtherance of the Plan, to the extent that the City, by written agreement accepts and approves such costs. (Estimated cost: Two Million Five Hundred Thousand Dollars (\$2,500,000))

The estimated gross eligible project cost over the life of the Area is Thirty-Five Million Dollars (\$35,000,000). All project cost estimates are in 2001 dollars. Any bonds issued to finance portions of the redevelopment project may include an amount of proceeds sufficient to pay customary and reasonable charges associated with issuance of such obligations, as well as to provide for capitalized interest and reasonably required reserves. The total project cost figure excludes any costs for the issuance of bonds. Adjustments to estimated line items, which are upper estimates for these costs, are expected and may be made without amendment to the Plan.

Table 2.

Estimated Redevelopment Project Costs.

Program Action/Improvement	Budget
Planning, Legal, Surveys, Redevelopment Marketing Costs and Related Development Costs	\$ 1,500,000
Property Assembly, Site Preparation and Environmental Remediation	10,000,000
Rehabilitation (may include up to fifty percent (50%)) of the cost of construction of low- and very low-income housing units)	3,250,000

Program Action/Improvement	Budget
Public Improvements	\$12,000,000 ⁽¹⁾
Job Training and Retraining	1,000,000
Relocation	1,000,000
Financing and Interest Costs	3,500,000
Day Care	250,000
Taxing District Capital Costs	2,500,000
TOTAL:	\$35,000,000 ⁽²⁾⁽³⁾

Sources Of Funds.

Funds necessary to pay for redevelopment project costs and municipal obligations, which have been issued to pay for such costs, are to be derived principally from tax increment revenues and proceeds from municipal obligations, which have as their source of payment tax increment revenue. To secure the issuance of these obligations, the City may permit the utilization of guarantees, deposits and other forms of security made available by private sector developers.

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- (1) This category may also include reimbursing capital costs of taxing districts impacted by the redevelopment of the Area and school district costs pursuant to the Act. As permitted by the Act, the City may pay, or reimburse all, or a portion of a taxing district's costs resulting from the Redevelopment Project pursuant to a written agreement by the City accepting and approving such costs.
 - (2) The Total Project Costs exclude any additional financing costs, including any interest expense, capitalized interest and costs associated with optional redemptions. These costs are subject to prevailing market conditions and are in addition to Total Project Costs. The amount of the Total Project Costs that can be incurred in the Area will be reduced by the amount of redevelopment project costs incurred in contiguous redevelopment project areas, or those separated from the Area only by a public right-of-way, that are permitted under the Act to be paid, and are paid, from incremental property taxes generated in the Area, but will not be reduced by the amount of redevelopment project costs incurred in the Area which are paid from incremental taxes generated from contiguous redevelopment project areas.
 - (3) The Total Project Costs provides an upper limit on expenditures and adjustments may be made in line items without amendment to the Plan.

The tax increment revenue, which will be used to fund tax increment obligations and redevelopment project costs, shall be the incremental real property taxes. Incremental real property tax revenue is attributable to the increase in the current equalized assessed value of each taxable lot, block, tract or parcel of real property in the Area over and above the initial equalized assessed value of each such property in the Area. Other sources of funds, which may be used to pay for redevelopment costs and obligations issued, the proceeds of which are used to pay for such costs, are land disposition proceeds, state and federal grants, investment income, and such other sources of funds and revenues as the City may, from time to time, deem appropriate. The City may incur Project Costs (costs for line items listed on Table 2), which are paid for from funds of the City other than incremental taxes, and the City may then be reimbursed for such costs from incremental taxes.

The Project Area may be contiguous to, or be separated only by a public right-of-way from, other redevelopment project areas created under the Act. The City may utilize net incremental property taxes received from the Area to pay eligible project costs, or obligations issued to pay such costs, in other contiguous redevelopment project areas, or those separated only by a public right-of-way, and vice versa. The amount of revenue from the Project Area, made available to support such contiguous redevelopment project areas, or those separated only by a public right-of-way, when added to all amounts used to pay eligible Redevelopment Project Costs within the Project Area, shall not at any time exceed the total Redevelopment Project Costs described in the Plan.

The Project Area may become contiguous to, or be separated only by a public right-of-way from, redevelopment project areas created under the Industrial Jobs Recovery Law (65 ILCS 5/11-74.61-1, et seq.). If the City finds that the goals, objectives and financial success of such contiguous redevelopment project areas, or those separated only by a public right-of-way, are interdependent with those of the Project Area, the City may determine that it is in the best interests of the City, and in furtherance of the purposes of the Plan, that net revenues from the Project Area be made available to support any such redevelopment project areas and vice versa. The City therefore proposes to utilize net incremental revenues received from the Project Area to pay eligible redevelopment project costs (which are eligible under the Industrial Jobs Recovery Law referred to above) in any such areas, and vice versa. Such revenues may be transferred or loaned between the Project Area and such areas. The amount of revenue from the Project Area made available, when added to all amounts used to pay eligible Redevelopment Project Costs within the Project Area, or other areas described in the preceding paragraph, shall not at any time exceed the total Redevelopment Project Costs described in Table 3.

Development of the Project Area would not be reasonably expected to occur without the use of the incremental revenues provided by the Act. Redevelopment project costs include those eligible project costs set forth in the Act. Tax increment financing or other public sources will be used only to the extent needed to secure commitments for private redevelopment activity.

Nature And Term Of Obligations To Be Issued.

The City may issue obligations secured by the tax increment special tax allocation fund established for the Area pursuant to the Act or such other funds or security as are available to the City by virtue of its powers, available under the Act, pursuant to the Illinois State Constitution.

All obligations issued by the City in order to implement the Plan shall be retired not later than December 31 of the year in which the payment to the municipal treasurer as provided in Section 8(b) of the Act is to be made with respect to ad valorem taxes levied in the twenty-third (23rd) calendar year after the year in which the ordinance approving the redevelopment project area is adopted. The final maturity date of any such obligations which are issued may not be later than twenty (20) years from their respective dates of issuance. One (1) or more series of obligations may be sold at one (1) or more times in order to implement the Plan. The City may also issue obligations to a developer as reimbursement for project costs incurred by the developer on behalf of the City.

Revenues shall be used for the scheduled and/or early retirement of obligations, and for reserves, bond sinking funds and redevelopment project costs, and, to the extent that the real property tax increment is not used for such purposes, shall be declared surplus and shall then become available for distribution annually to taxing districts in the Area in the manner provided by the Act.

Most Recent Equalized Assessed Valuation.

The purpose of identifying the most recent equalized assessed valuation ("E.A.V.") of the Project Area is to provide an estimate of the initial E.A.V., which the Cook County Clerk will certify for the purpose of annually calculating the incremental E.A.V. and incremental property taxes of the Project Area. The 1999 E.A.V. of all taxable parcels in the Area is Seventeen Million Eight Hundred Seventy-eight Thousand One Hundred Eighty-eight Dollars (\$17,878,188). This total E.A.V. amount by Permanent Index Number is summarized in Appendix D. The E.A.V. is subject to verification by the Cook County Clerk. After verification, the final figure shall be certified by the Cook County Clerk, and shall become the Certified Initial E.A.V. from which all incremental property taxes in the Area will be calculated by Cook County.

The Plan has utilized E.A.V. values for the 1999 tax year. If the 2000 E.A.V. shall become available prior to the date of the adoption of the Plan by the City Council, the City may update the Plan by replacing the 1999 E.A.V. with the 2000 E.A.V.

Anticipated Equalized Assessed Valuation.

Once the redevelopment project has been completed and the property is fully assessed, the E.A.V. of real property within the Area is estimated at Twenty-eight Million Seven Hundred Thousand Dollars (\$28,700,000). This estimate has been calculated assuming that the Project Area will be developed in accordance with Figure 6, General Land-Use Plan, of the Plan.

The estimated E.A.V. assumes that the assessed value of property within the Project Area will increase substantially as a result of new development and public improvements.

Calculation of the estimated E.A.V. is based on several assumptions, including: 1) redevelopment of the Project Area will occur in a timely manner; 2) the application of a State Multiplier of 2.1391 to the projected assessed value of property within the Redevelopment Project Area; and 3) an annual inflation factor of two percent (2%). The projected State Multiplier was calculated by averaging the State Multipliers for Cook County for the most recent nine (9) year period (1991 -- 1999).

Financial Impact On Taxing Districts.

The Act requires an assessment of any financial impact of the Area on, or any increased demand for services from, any taxing district affected by the Plan and a description of any program to address such financial impacts or increased demand. The City intends to monitor development in the Area and with the cooperation of the other affected taxing districts will attempt to ensure that any increased needs are addressed in connection with any particular development.

The following taxing districts presently levy taxes on properties located within the Area:

Cook County. The County has principal responsibility for the protection of persons and property, the provision of public health services and the maintenance of County highways.

Cook County Forest Preserve District. The Forest Preserve District is responsible for acquisition, restoration and management of lands for the purpose of protecting and preserving open space in the City and County for the education, pleasure and recreation of the public.

Metropolitan Water Reclamation District Of Greater Chicago. The Water Reclamation District provides the main trunk lines for the collection of wastewater from cities, villages and towns, and for the treatment and disposal thereof.

Chicago Community College District 508. The Community College District is a unit of the State of Illinois' system of public community colleges, whose objective is to meet the educational needs of residents of the City and other students seeking higher education programs and services.

Board Of Education Of The City Of Chicago. General responsibilities of the Board of Education include the provision, maintenance and operations of educational facilities and the provision of educational services for kindergarten through twelfth (12th) grade.

Chicago Park District. The Park District is responsible for the provision, maintenance and operation of park and recreational facilities throughout the City and for the provision of recreation programs.

Chicago School Finance Authority. The Authority was created in 1980 to exercise oversight and control over the financial affairs of the Board of Education of the City of Chicago.

City Of Chicago. The City is responsible for the provision of a wide range of municipal services, including: police and fire protection; capital improvements and maintenance; water supply and distribution; sanitation service; building, housing and zoning codes, et cetera. The City also administers the City of Chicago Library Fund, formerly a separate taxing district from the City.

The proposed revitalization of the Project Area would be expected to create moderate demands on public services. The development of new residential property on vacant and deteriorated land would increase the demand for school services as well as parks and other population-based services. The demand for water and sewer services would increase as well. Proposed commercial development would not increase the demand for population-based services, but would increase demand for water and sewer services and similar types of infrastructure, including the Metropolitan Water Reclamation District.

Redevelopment of the Area may result in changes to the level of required public services. The required level of these public services will depend upon the uses that are ultimately included within the Project Area. Although the specific nature and timing of the private investment expected to be attracted to the Project Area cannot be precisely quantified at this time, a general assessment of financial impact can be made based upon the level of development and timing anticipated by the proposed Plan.

When completed, developments in the Project Area will generate property tax revenues for all taxing districts. Other revenues may also accrue to the City in the form of sales tax, business fees and licenses, and utility user fees. The costs of some services such as water and sewer service, building inspections, et cetera are typically covered by user charges. However, others are not and should be subtracted from the estimate of property tax revenues to assess the net financial impact of the Plan on the affected taxing districts.

For the taxing districts levying taxes on property within the Area, increased service demands are expected to be negligible because they are already serving the Area. Upon completion of the Plan, all taxing districts are expected to share the benefits of a substantially improved tax base. However, prior to the completion of the Plan, certain taxing districts may experience an increased demand for services.

It is expected that most of the increases in demand for the services and programs of the aforementioned taxing districts, associated with the Project Area, can be adequately handled by the existing services and programs maintained by these taxing districts. However, Two Million Dollars (\$2,000,000) has been allocated within the Project Budget to "taxing district capital costs" to address potential demands associated with implementing the Plan.

Real estate tax revenues resulting from increases in the E.A.V., over and above the certified initial E.A.V. established with the adoption of the Plan, will be used to pay eligible redevelopment costs in the Project Area. Following termination of the Project Area, the real estate tax revenues, attributable to the increase in the E.A.V. over the certified initial E.A.V., will be distributed to all taxing districts levying taxes against property located in the Area. Successful implementation of the Plan is expected to result in new development and private investment on a scale sufficient to overcome blighted conditions and substantially improve the long-term economic value of the Project Area.

Completion Of The Redevelopment Project And Retirement Of Obligations To Finance Redevelopment Project Costs.

The Plan will be completed, and all obligations issued to finance redevelopment costs shall be retired, no later than December 31st of the year in which the payment to the City treasurer as provided in the Act is to be made with respect to ad valorem taxes levied in the twenty-third (23rd) calendar year following the year in which the ordinance approving the Plan is adopted (by December 31, 2024).

9.

Housing Impact Study.

A Housing Impact Study has been conducted for the Redevelopment Project Area (Project Area) to determine the potential impact of redevelopment on area residents. As set forth in the Tax Increment Allocation Redevelopment Act (the "Act"), if the redevelopment plan for a redevelopment plan project area would result in the displacement of residents from ten (10) or more inhabited residential units, or if the redevelopment project area contains seventy-five (75) or more inhabited residential units and the City is unable to certify that no displacement of residents will occur, the municipality shall prepare a housing impact study and incorporate the study in the separate feasibility report required by the subsection (a) of Section 11-74.4-5 (sic) [Section 11.744-4.1]. Since the Project Area contains more than seventy-five (75) inhabited residential units and may displace ten (10) or more residents, a housing impact study is required. This Housing Impact Study, which is part of the 119th and Halsted Redevelopment Plan and Project, fulfills this requirement. It is also integral to the formulation of the goals, objectives and policies of the Plan.

This Housing Impact Study is organized into two (2) parts. Part I describes the housing survey conducted within the Project Area to determine existing housing characteristics. Part II describes the potential impact of the Plan. Specific elements of the Housing Impact Study include:

Part I -- Housing Survey.

- Type of residential unit, either single-family or multi-family.
- The number and type of rooms within the units, if that information is available.

- Whether the units are inhabited or uninhabited, as determined not less than forty-five (45) days before the date that the ordinance or resolution required by subsection (a) of Section 11-74.4-5 of the Act is passed.
- Data as to the racial and ethnic composition of the residents in the inhabited residential units, which shall be deemed to be fully satisfied if based on data from the most recent federal census.

Part II -- Potential Housing Impact.

- The number and location of those units that will be or may be removed.
- The municipality's plans for relocating assistance for those residents in the proposed redevelopment project area whose residencies are to be removed.
- The availability of replacement housing for those residents whose residences are to be removed, and the identification of the type, location, and cost of the replacement housing.
- The type and extent of relocation assistance to be provided.

Part I -- Housing Survey.

Part I of this study provides the type, size and number of residential units within the Project Area, the number of inhabited and uninhabited units, and the racial and ethnic composition of the residents in the inhabited residential units.

Number And Type Of Residential Units.

The number and type of residential buildings in the area were identified during the building condition and land-use survey conducted as part of the eligibility analysis for the area. This survey, completed on May 24, 2001, revealed that the Project Area contains two hundred forty-seven (247) residential or mixed-use residential buildings containing a total of four hundred (400) units. The number of residential units by building type is outlined in Table 3, Number and Type of Residential Units.

Table 3.
Number And Type Of Residential Units.

Building Type	Total Number Of Buildings	Total Number Of Units
Single-Family	143	143
Two-Flat	52	104
Three-Flat	5	15
Multi-Family (4 or more units)	7	36
Mixed-Use (Residential Above)	38	74
Rooming Houses	2	28
TOTAL:	247	400

Number And Type Of Rooms Within Units.

The distribution within the Project Area of the four hundred (400) residential units by number of rooms and by number of bedrooms is identified in tables within this section. The methodology to determine this information is described below.

Methodology.

In order to describe the distribution of residential units by number and type of rooms within the Project Area, Camiros, Ltd. analyzed 1990 United States Census data by Block Groups for those Block Groups encompassed by the Redevelopment Project Area. A Block Group, as defined by the United States Census, is a combination of census blocks (a census block is the smallest entity for which the Census Bureau collects and tabulates one hundred percent (100%) data). The Block Group is the lowest level of geography for which the Census Bureau tabulates sample, or long-form, data. In this study, we have relied on 1990 federal census sample data because it is the best available information regarding the housing units and residents of the Redevelopment Project Area. The Block Group

data available for the Project Area are based on a sampling of residential units. Based on this data, a proportional projection was made of the number of bedrooms in each unit and the distribution of units by the number of rooms within each unit. The results of this survey are outlined in Table 4, Units By Bedroom Type, and in Table 5, Units By Number of Rooms.

Table 4.

Units By Bedroom Type.⁽¹⁾

Number Of Bedrooms	Percentage (1990 Census)	Current Estimated For Project Area
Studio	1.6	6
1 Bedroom	5.3	20
2 Bedrooms	33.5	124
3 Bedrooms	42.3	157
4 Bedrooms	12.0	45
5+ Bedrooms	5.3	20
Rooming Houses	0.0	28
TOTAL:	100.0	400

(1) As defined by the Census Bureau, number of bedrooms includes all rooms intended for use as bedrooms even if they are currently used for some other purpose. A housing unit consisting of only one (1) room such as a one (1) room efficiency apartment, is classified, by definition, as having no bedroom.

Table 5.

Units By Number Of Rooms.⁽²⁾

Number Of Rooms	Percentage (1990 Census)	Current Estimated For Project Area
1 Room	0.8	3
2 Rooms	1.1	4
3 Rooms	4.5	17
4 Rooms	12.5	46
5 Rooms	33.4	124
6 Rooms	27.1	101
7 Rooms	7.6	29
8 Rooms	7.8	29
9+ Rooms	5.2	19
Rooming Houses	0.0	28
TOTAL:	100.0	400

(2) As defined by the Census Bureau, for each unit, rooms include living rooms, dining rooms, kitchens, bedrooms, finished recreation rooms, enclosed porches suitable for year-round use, and lodger's rooms. Excluded are strip or Pullman kitchens, bathrooms, open porches, balconies, halls or foyers, half-rooms, utility rooms, unfinished attics or basements, or other unfinished space used for storage. A partially divided room is a separate room only if there is a partition from floor to ceiling, but not if the partition consists solely of shelves or cabinets.

Number Of Inhabited Units.

A survey of inhabited dwelling units within the Project Area was conducted by Camiros, Ltd. and completed on May 24, 2001. This survey identified four hundred (400) inhabited residential units, of which thirty-five (35) (nine and four-tenths percent (9.4%)) were identified as vacant. Therefore, there are approximately three hundred sixty-five (365) total inhabited units within the Project Area. As required by the Act, this information was ascertained as of May 24, 2001, which is a date not less than forty-five (45) days prior to the date that the resolution required by subsection (a) of Section 11-74.4-5 of the Act is or will be passed (the resolution setting the public hearing and Joint Review Board meeting dates).

Race And Ethnicity Of Residents.

As required by the Act, the racial and ethnic composition of the residents in the inhabited residential units was determined. Population projections from Claritas Inc., a national demographic data provider, were used to compile the information on race and ethnicity of residents. These projections were based on data from the 1990 United States census; detailed information from the 2000 Census on the racial and ethnic composition of residents within the Project Area has not yet been released.

According to the population projections from Claritas, there are an estimated eleven thousand three hundred two (11,302) residents living within the proposed boundaries of the 119th and Halsted Redevelopment Project Area in 2000. Table 6, Race and Ethnicity Characteristics, describes the race and ethnic composition of these residents, below.

Table 6.

Race And Ethnicity Characteristics.

Race	Estimated Residents In 2000	Percentage
White	127	1.1%
Black	11,161	98.8%
American Indian/		

Race	Estimated Residents In 2000	Percentage
Eskimo/Aleut	5	0.0%
Asian/Pacific Islander	9	0.1%
TOTAL:	11,302	100.0%

Hispanic Origin	Estimated Residents In 2000	Percentage
Hispanic	66	0.6%
Non-Hispanic	11,228	99.4%
TOTAL:	11,294	100.0%

Part II -- Potential Housing Impact.

Part II contains, as required by the Act, information on any acquisition, relocation program, replacement housing and relocation assistance.

Number And Location Of Units That May Be Removed.

The primary objectives of the Redevelopment Plan are to redevelop vacant land, correct obsolete land-use patterns through redevelopment and conserve existing housing units. While the Plan does not propose redevelopment of current residential use areas, some displacement of residential units may occur in the process of redeveloping obsolete commercial (mixed-use) buildings and through the consolidation of vacant lots.

Currently, one (1) portion of the Project Area has been the subject of redevelopment proposals. The City issued an R.F.P. on February 13, 2001, for the "purchase and redevelopment of properties for new single-family housing near 119th and Halsted". The land identified by this R.F.P. includes property on South

Union Avenue and South Emerald Avenue between West 119th and West 120th Streets. However, all of the properties offered in this R.F.P. are vacant lots, and there are no residential buildings or occupied dwelling units present on this land.

In addition to the active development project initiated by the City, there is a possibility that over the twenty-three (23) year life of the Redevelopment Project Area, some inhabited residential units may be removed as a result of implementing the Plan. In order to meet the statutory requirement of defining the number and location of inhabited residential units that may be removed, a methodology was established that would provide a rough, yet reasonable, estimate. This methodology is described below.

Methodology.

The methodology used to fulfill the statutory requirements of defining the number and location of inhabited residential units that may be removed involves three (3) steps.

1. Step 1 counts all inhabited residential Units previously identified on any underlying acquisition maps. For this purpose, the aforementioned 119th and Halsted Redevelopment Area was reviewed. Since there are twenty-one (21) inhabited residential units on current acquisition maps, the number of residential units that may be removed due to identified acquisition is twenty-one (21).
2. Step 2 counts the number of inhabited residential units contained on parcels that are dilapidated as defined by the Act. From the survey conducted by Camiros, Ltd., a total of two (2) buildings have been identified within the Project Area that can be classified as dilapidated and that contain occupied residential units. Each of these buildings was identified as having one (1) occupied dwelling unit. Therefore, the number of inhabited residential units that may be removed due to demolition or rehabilitation of dilapidated buildings is two (2).
3. Step 3 counts the number of inhabited residential units that exist where the future land-use indicated by the Plan will not include residential uses. After reviewing the General Land-Use Plan for the Project Area, we determined that there are forty-six (46) units impacted by changes to the existing land-use. Therefore, the number of inhabited residential units that may be removed due to future land-use change is forty-six (46).

Figure 8, Housing Impact Study Map, identifies the sixty-nine (69) occupied units, which is the sum of Step 1 -- Step 3, that could potentially be removed during the twenty-three (23) year life of this 119th and Halsted Redevelopment Plan and Project. In addition, the specific parcels' Permanent Index Numbers are listed in Table 9, Land Acquisition by Parcel Identification Number and Address, located in Appendix A.

Replacement Housing.

In accordance with Section 11-74.4-3 (n)(7) of the Act, the City shall make a good faith effort to ensure that affordable replacement housing for any qualified displaced residents whose residence is removed is located in or near the Project Area.

To promote development of affordable housing, the Plan requires that developers receiving tax increment financing assistance for market-rate housing are to set aside at least twenty percent (20%) of the units to meet affordability criteria established by the City's Department of Housing. Generally, this means affordable rental units should be affordable to households earning no more than eighty percent (80%) of the area median income (adjusted for family size), or for sale units affordable to households earning one hundred twenty percent (120%) of the area median income. If, during the twenty-three (23) year life of the 119th and Halsted Redevelopment Project Area, the acquisition plans change, the City shall make every effort to ensure that appropriate replacement housing will be found in either the Project Area or the surrounding Community Areas.

Currently, there are no bona fide residential development projects planned that will contain affordable units. The only prospective residential development project identified is the City-sponsored single-family in-fill project near 119th and Halsted Streets. The developer selection process has not yet been finalized and there is a possibility that some of the units may be affordable.

The location, type and cost of a sample of possible replacement housing units located within the West Pullman, Roseland and Morgan Park Community Areas were determined through classified advertisements from the *Chicago Tribune*, the *Chicago Sun-Times* and from Internet listings Apartments.com during the last part of the month of May, 2001. It is important to note that Chicago has a rental cycle where apartments turn over at a greater rate on May 1 and October 1 of each year. These times would likely reflect a wider variety of rental rates, unit sizes and locations than those available in June. The location, type and cost of these units is listed in Table 7, Survey of Available Housing Units, below:

Table 7.

Survey Of Available Housing Units.

	Location	# of Bedrooms	Rental Price	Amenities	Section 8 Accepted	Community Area
1	104465 S. Corliss	1	\$350	Share kitchen & bath, includes furniture		Pullman
2	95 th & Vanderpole	1	\$430	Includes Heat		Beverly
3	112 th King Dr.	1	\$400- \$485	Includes Heat		Washington Hgts.
4	111 th & Vernon	1	\$460			Roseland
5	108 th & Indiana	1	\$495	Includes Heat		Roseland
6	108 th & S. King Dr.	1	\$500	Includes Heat		Roseland
7	Nr. 115 th & King Dr.	1	\$507- \$525	Includes Heat	Yes	Roseland/ Pullman
8	119 th & Longwood	1	\$545			Morgan Park
9	87 th & Carpenter	1	\$575			Washington Hgts.
10	Nr 112 th & King Dr.	1	\$595		Yes	Roseland
11	90 th Blk of Beverly		\$600			Washington Hgts.
12	Roseland Pullman	1 & 2	\$350- \$920			Roseland/ Pullman
13	101 st & May	1-2	\$550- \$850	Includes Heat and Cable	Yes	Washington Hgts.
14	773-909-9257	1 & 2	\$565- \$785	Includes Heat		Washington Hts./Beverly
15	Nr. 107 th & Michigan	2	\$500	Includes Heat	Yes	Washington Hgts.
16	11748 S. Woodlawn	2	\$575			Roseland
17	11315 S. Langley	2	\$600			Pullman
18	89 th & Ada	2	\$696	Includes Utility		Washington Hgts.
19	107 th & Langley	2	\$700		Yes	Roseland
20	10539 S. Corliss	2	\$700		Yes	Pullman
21	101 st & King Dr.	2	\$725			Roseland
22	9000 S. Laflin	2	\$750	Includes Utilities		Washington Hgts.
23	89 th & Ada	2	\$850	Includes Heat	Yes	Washington Hgts.
24	119 th & Lasalle	2	\$850			Pullman
25	91 st & Greenwood	3	\$550	Includes Heat		Washington Hgts.
26	Nr. 114 th & Wentworth	3	\$595			Roseland
27	111 th & King Dr	3	\$600		Yes	Roseland
28	120 th & State	3	\$650	Includes Heat		Roseland
29	111 th & Halsted	3	\$750			Roseland
30	115 th & Princeton	3	\$800			Washington Hgts
31	11600 S. Ada	3	\$950			Roseland
32	8901 S. Ada	3	\$950		Yes	Washington Hgts.
33	90 th & Ada	3	\$1000	Includes Garage and Yard		Washington Hgts.
34	107 th & Perry	3 and 4	\$975		Yes	Roseland
35	503 E. 94 th St.	4	\$540	Includes Heat		Roseland
36	136 E. 108th	4	\$650			Roseland
37	114 th & Lowe	4	\$1300		Yes	Roseland
38	536 W. 104th	5	\$1400		Yes	Roseland
39	110 th & Vernon	5	\$675			Roseland

To further determine the availability of replacement rental housing for those residents of rental units, which may potentially be removed, Camiros, Ltd. reviewed the Regional Rental Market Analysis Summary Report, prepared for the Metropolitan Planning Council in November, 1999. This report describes vacancy rates by apartment type for three (3) defined sub-regions within the City: north, west, and south. The Project Area is located entirely within the south region as defined within the Summary Report.

The Summary Report lists vacancy rates for each of the three (3) defined sub-regions for units in small buildings (two (2) to nine (9) units), which are the predominant building types in the Project Area. However, the only unit types for which data are available are two (2) and three (3) or more bedrooms. The vacancy rates for units within small buildings within the south region were as follows:

Type/Size	Vacancy Rate
2 bedrooms	4.4%
3 or more bedrooms	9.0%

Based on information provided by real estate brokers, and apartment rental agency professionals operating within the West Pullman, Roseland and Morgan Park community areas, typical monthly rents (including heat, but not other utilities) that are affordable for the community encompassing the Project Area ranged as follows:

Type/Size	Rent Range
1 -- 2 room studio	\$300 -- \$400
3 -- 4 rooms, 1 bedrooms	\$350 -- \$500
4 rooms, 2 bedrooms	\$400 -- \$650
5 rooms, 2 bedrooms	\$400 -- \$700
6 rooms, 3 bedrooms	\$500 -- \$700

Since one (1) of the key goals of the Plan is to develop infill housing on currently vacant lots and rehabilitate existing deteriorated buildings, it is assumed that displacement, if any, caused by activities as part of the Plan, will occur concurrently with the development of new housing, both rental and for-sale. As a result, it is anticipated that there will be no net loss of units within the Project Area. Furthermore, there is a likelihood that any displacement of the sixty-nine (69) potential units would occur incrementally over the twenty-three (23) year life of the Project Area as individual development projects occur. Therefore, it is not anticipated that there would be a need to relocate more than a few households, if any, in any given year during the full life of the Project Area.

Relocation Assistance.

While the removal or displacement of housing units is not a goal of the Plan, it is possible that a small number of units may be removed in the process of implementing the Plan. If the removal or displacement of low-income or very low-income residential housing units is required, such residents will be provided with relocation assistance in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and the regulations thereunder, including the eligibility criteria. The City shall make a good faith effort to ensure that affordable replacement housing for the aforementioned households is located in or near the Project Area.

As used in the above paragraph, "low-income households", "very low-income households" and "affordable housing" have the meanings set forth in Section 3 of the Illinois Affordable Housing Act, 1310 ILCS 65/3. As of the date of this study, these statutory terms have the following meaning:

- a. "low-income household" means a single person, family or unrelated persons living together whose adjusted income is more than fifty percent (50%) but less than eighty percent (80%) of the median income of the area of residence, adjusted for family size, as such adjusted income and median income are determined from time to time by the United States Department of Housing and Urban Development ("H.U.D.") for purposes of Section 8 of the United States Housing Act of 1937;
- b. "very low-income household" means a single person, family or unrelated persons living together whose adjusted income is not more than fifty percent (50%) of the median income of the area of residence, adjusted for family size, as so determined by H.U.D.; and

- c. "very, very low-income household" means a single person, family or unrelated persons living together whose adjusted income is not more than thirty percent (30%) of the median income of the area of residence, adjusted for family size, as so determined by H.U.D.; and
- d. "affordable housing" means residential housing that, so long as the same is occupied by low-income households or very low-income households, requires payment of monthly housing costs, including utilities other than telephone, of no more than thirty percent (30%) of the maximum allowable income for such households, as applicable.

In order to estimate the number of moderate, low-, very low-, and very, very low-income households in the Project Area, Camiros, Ltd. used data available from Claritas Inc., a national demographic data provider. This information is summarized on Table 8, Household Income, which provides estimates of the number of households within the Project Area at various income levels. Claritas estimates that of all households residing within the Block Group areas encompassed by the Project Area, twenty and eight-tenths percent (20.8%) may be classified as very, very low-income, thirteen and four-tenths percent (13.4%) may be classified as very low-income, twenty and eight-tenths percent (20.8%) may be classified as low-income, and eighteen and nine-tenths percent (18.9%) may be classified as moderate-income households. The remaining twenty-six and two-tenths percent (26.2%) of households may be classified as above moderate-income. These percentages are based on an average household size of four (4) persons, which is rounded up from the average household size of three and eight hundred one thousandths (3.801) persons within the Project Area projected by Claritas. Applying these percentages to the three hundred sixty-five (365) occupied housing units (equivalent to households) identified during the survey completed by Camiros, Ltd. reveals the following:

Table 8.

Household Income.

Income Category	Percentage Of Households	Number Of Households	Annual Income Range (average household of four persons)
Very, Very Low-Income	20.8%	76	\$ 0 -- 21,150

Income Category	Percentage Of Households	Number Of Households	Annual Income Range (average household of four persons)
Very Low-Income	13.4%	49	\$21,151 -- 35,250
Low-Income	20.8%	76	35,251 -- 52,500
Moderate-Income	18.9%	69	52,501 -- 84,600
Above Moderate-Income	26.2%	95	84,600 -- higher
TOTAL:	100.0%	365	

Source: Claritas, Inc. and Cariros, Ltd.

As described above, the estimates of the total moderate-, low-, very low- or very, very low-income households within the Project Area collectively represent seventy-three and eight-tenths percent (73.8%) of the total inhabited units and those households below moderate-income collectively represent fifty-five and zero tenths percent (55.0%) of the total inhabited units. Therefore, replacement housing for any displaced households over the course of the twenty-three (23) year life of the 119th and Halsted Redevelopment Plan and Project should be affordable at these income levels. It should be noted that these income levels are likely to change over the twenty-three (23) year life of the Project Area as both median income changes and income levels within the Project Area change.

Provisions For Amending The Plan.

The Plan may be amended pursuant to the provisions of the Act.

11.

*City Of Chicago Commitment To Fair Employment
Practices And Affirmative Action.*

The City is committed to and will affirmatively implement the following principles in redevelopment agreements with respect to the Plan. The City may implement various neighborhood grant programs imposing these or different requirements.

1. The assurance of equal opportunity in all personnel and employment actions, including, but not limited to: hiring, training, transfer, promotion, discipline, fringe benefits, salary, employment working conditions, termination, et. cetera, without regard to race, color, religion, sex, age, handicapped status, national origin, creed or ancestry.
2. Developers will meet City of Chicago standards for participation of Minority Business Enterprises and Woman Business Enterprises and the City Resident Construction Worker Employment Requirement as required in redevelopment agreements.
3. This commitment to affirmative action will ensure that all members of the protected groups are sought out to compete for all job openings and promotional opportunities.
4. The City requires that developers who receive T.I.F. assistance for market rate housing set aside twenty percent (20%) of the units to meet affordability criteria established by the City's Department of Housing. Generally, this means the affordable for-sale units should be priced at a level that is affordable to persons earning no more than one hundred twenty percent (120%) of the area median income, and affordable rental units should be affordable to persons earning no more than eighty percent (80%) of the area median income.

In order to implement these principles, the City shall require and promote equal employment practices and affirmative action on the part of itself and its contractors and vendors. In particular, parties engaged by the City shall be required to agree to the principles set forth in this section.

[Appendix "A" -- Figure 1 referred to in this 119th and Halsted Tax Increment Financing Redevelopment Plan and Project constitutes Exhibit "E" to the ordinance and is printed on page 78637 of this Journal.]

[Appendix "A" -- Figures 2, 3, 4, 5, 6, 7, 8 and Table 9 referred to in this 119th and Halsted Tax Increment Financing Redevelopment Plan and Project printed on pages 78601 through 78623 of this Journal.]

[Appendix "B" referred to in this 119th and Halsted Tax Increment Financing Redevelopment Plan and Project constitutes Exhibit "C" to the ordinance and is printed on pages 78630 through 78636 of this Journal.]

Appendices "C" and "D" referred to in this 119th and Halsted Tax Increment Financing Redevelopment Plan and Project read as follows:

Appendix C.
(To 119th And Halsted Tax Increment Financing
Redevelopment Plan And Project)

*119th And Halsted Redevelopment Project Area
Eligibility Report.*

The purpose of this analysis is to determine whether a portion of the City of Chicago identified as the 119th and Halsted Redevelopment Project Area qualifies for designation as a tax increment financing district within the definitions set forth under 65 ILCS 5/11-74.4 contained in the "Tax Increment Allocation Redevelopment Act" (65 ILCS 5/11-74.1, et seq.), as amended (the "Act"). This legislation focuses on the elimination of blighted or rapidly deteriorating areas through the implementation of a redevelopment plan. The Act authorizes the use of tax increment revenues derived in a project area for the payment or reimbursement of eligible redevelopment project costs.

The area proposed for designation as the 119th and Halsted Redevelopment Project Area is hereinafter referred to as the "Study Area" and is shown in Figure A.

The Study Area is approximately one hundred eighty-three (183) acres in size and includes eight hundred twenty-two (822) tax parcels, of which five hundred eighteen (518) parcels are improved, with three hundred ninety-four (394) of these parcels containing buildings. There are three hundred four (304) vacant parcels within the Study Area, which also include unused railroad right-of-way. It should be noted that the majority of vacant parcels are small lots scattered among improved

property. Only three (3) vacant parcels exist under single ownership that are larger than five (5) acres in size. Two (2) of these parcels are part of the former railroad right-of-way that runs in a northwest to southeast direction through the Study Area. In addition to the three (3) larger sites, there are areas of vacant land comprised of individual vacant parcels under disparate ownership. However, only one (1) of these areas is larger than two (2) acres in size. Thus, while a significant amount of vacant land exists within the Study Area, it is scattered and under diverse ownership.

This report summarizes the analyses and findings of the consultant's work, which, unless otherwise noted, is solely the responsibility of Camiros, Ltd. and its subconsultants and does not necessarily reflect the views and opinions of potential developers or the City of Chicago. However, the City of Chicago is entitled to rely on the findings and conclusions of this report in designating the study area as a redevelopment project area under the Act.

1.

Introduction.

The Tax Increment Allocation Redevelopment Act permits municipalities to induce redevelopment of eligible "blighted", "conservation" or "industrial park conservation areas" in accordance with an adopted redevelopment plan. The Act stipulates specific procedures, which must be adhered to in designating a redevelopment project area. One (1) of those procedures is the determination that the area meets the statutory eligibility requirements. At 65 Sec 5/11-74.-3(p), the Act defines a "redevelopment project area" as:

"... an area designated by the municipality, which is not less in the aggregate than one half (1 ½) acres and in respect to which the municipality has made a finding that there exist conditions which cause the area to be classified as an industrial park conservation area or a blighted area or a conservation area, or combination of both blighted areas and conservation areas".

In adopting this legislation, the Illinois General Assembly found:

1. (at 65 Sec 5/11-74.4-2(a)) That there exists in many municipalities within the State blighted and conservation are. . . ; and

2. (at 65 Sec 5/11-74.4-2(b)) That the eradication of blighted areas and the treatment and improvement of conservation areas by redevelopment projects are essential to the public interest.

The legislative findings were made on the basis that the presence of blight or conditions, which lead to blight, is detrimental to the safety, health, welfare and morals of the public. The Act specifies certain requirements, which must be met, before a municipality may proceed with implementing a redevelopment project in order to ensure that the exercise of these powers is proper and in the public interest.

Before the tax increment financing technique can be used, the municipality must first determine that the proposed redevelopment area qualifies for designation as a "blighted area", "conservation area", or an "industrial park conservation area". Based on the conditions present, this Eligibility Report finds that the Study Area qualifies for designation as a blighted area.

Blighted Areas.

If the property under consideration is improved, a combination of five (5) or more of the following thirteen (13) factors must be present for designation as a blighted area:

- Dilapidation.
- Obsolescence.
- Deterioration.
- Presence of structures below minimum code standards.
- Illegal use of individual structures.
- Excessive vacancies.
- Lack of ventilation, light or sanitary facilities.
- Inadequate utilities.
- Excessive land coverage and overcrowding of structures and community facilities.
- Deleterious land-use or layout.

- Lack of community planning.
- Environmental clean-up requirements.
- Declining or stagnant equalized assessed value.

If the property is vacant, a combination of two (2) or more of the following factors qualifies the area as blighted:

- Obsolete platting of vacant land.
- Diversity of ownership of vacant land.
- Tax or special assessment delinquencies on such land.
- Environmental clean-up requirements.
- Declining or stagnant equalized assessed value.
- Deterioration of structures or site improvements in neighboring areas adjacent to the vacant land.

Vacant property also qualifies as "blighted" if any one (1) of the following factors is present:

- The area consists of an unused quarry or quarries.
- The area consists of unused railyards, tracks or rights-of-way.
- The area is subject to flooding.
- The area consists of an unused disposal site containing debris from construction demolition, et cetera.
- The area is between fifty (50) to one hundred (100) acres, seventy-five percent (75%) vacant, shows deleterious qualities and was designated as a town center before 1982, but not developed for that purpose.
- The area qualified as blighted immediately before it became vacant.

The Act defines blighted areas, and recent amendments to the Act also provide guidance as to when the factors present qualify an area for such designation. Where any of the factors defined in the Act are found to be present in the Study Area, they must be: 1) documented to be present to a meaningful extent so that the municipality may reasonably find that the factor is clearly present within the intent of the Act, and 2) reasonably distributed throughout the Study Area.

The test of eligibility of the Study Area is based on the conditions of the area as a whole. The Act does not require that eligibility be established for each and every property in the study area.

2.

Eligibility Studies And Analysis.

An analysis was undertaken to determine whether any or all of the blighting factors listed in the Act are present in the Study Area, and if so, to what extent and in which locations.

In order to accomplish this evaluation the following tasks were undertaken:

1. Exterior survey of the condition and use of each building.
2. Field survey of environmental conditions involving parking facilities, public infrastructure, site access, fences and general property maintenance.
3. Analysis of existing land uses and their relationships.
4. Comparison of surveyed buildings to zoning regulations.
5. Analysis of the current platting, building size and layout.
6. Analysis of building floor area and site coverage.
7. Review of previously prepared plans, studies, inspection reports and other data.
8. Analysis of real estate assessment data.

9. Review of available building permit records to determine the level of development activity in the area.
10. Review of building code violations.

The exterior building condition survey and site conditions survey of the Study Area were undertaken in April and May, 2001. The analysis of site conditions was organized by tax block as shown in Figure B, with the corresponding existing land-use in Figure C.

Where a factor is described as being present to a major extent, the factor is present throughout significant portions of the Study Area. The presence of such conditions has a major adverse impact or influence on adjacent and nearby property. A factor described as being present to a minor extent indicates that the factor is present, but that the distribution of impact of the condition is more limited. A statement that the factor is not present indicates that either no information was available or that no evidence was documented as a result of the various surveys and analyses. Factors whose presence could not be determined with certainty were not considered in establishing eligibility.

Each factor identified in the Act for determining whether an area qualifies as a blighted area is discussed below and a conclusion is presented as to whether or not the factor is present in the Study Area to a degree sufficient to warrant its inclusion as a blighting factor in establishing the eligibility of the area as a "blighted area" under the Act. These findings describe the conditions that exist and the extent to which each factor is present.

3.

Presence And Distribution Of Eligibility Factors.

The Act establishes different eligibility factors for improved property versus vacant land. Property within the Study Area consists primarily of developed property. Consequently, the character of property within the Study Area is predominantly improved. For this reason, the analysis of eligibility was based, for the most part, on factors for improved property. Improved property includes parcels that contain buildings, structures, parking or other physical improvements. Improved property may include single parcels or multiple parcels under single or common ownership. Landscaped yards, open space or other ancillary functions may also be classified as improved property for the purposes of the eligibility analysis if they are obviously accessory to an adjacent building/primary use. Within the Study Area, only two (2)

of the fifty-nine (59) tax blocks within the Study Area contained enough vacant property to warrant an analysis based on vacant property. Two (2) other tax blocks (25-20-210 and 25-28-100) contained both vacant land and improved property. The vacant land portions of these two (2) blocks were evaluated as vacant land while the improved property portions were evaluated as improved property. Consequently, these two (2) tax blocks appear in the evaluation of both vacant land and improved property. Separate analyses are provided for vacant and improved property.

In order to establish the eligibility of the improved property of a redevelopment project area under the "blighted" criteria established in the Act, at least five (5) of thirteen (13) eligibility factors must be meaningfully present and reasonably distributed throughout the Study Area. This eligibility study finds that the improved property within the Study Area qualifies for designation as a "blighted". Eight (8) of the conditions cited in the Act are meaningfully present within the Study Area. The six (6) conditions present to a major extent are: deterioration, obsolescence, presence of structures below minimum code, excessive vacancies, excessive land coverage and overcrowding of community facilities and stagnant or declining E.A.V.. The two (2) conditions present to a minor extent are: dilapidation and deleterious land-use and layout. All of these factors are well distributed throughout the Study Area.

In order to establish the eligibility of the vacant property of a redevelopment project area under the "blighted" criteria established in the Act, at least two (2) of six (6) eligibility factors must be meaningfully present and reasonably distributed throughout the Study Area. This eligibility study finds that the vacant property within the Study Area qualifies for designation as "blighted". Two (2) of the conditions cited in the Act are meaningfully present within the Study Area. These two (2) conditions are: obsolete platting and stagnant or declining E.A.V.

Improved Property.

Of the fifty-nine (59) tax blocks within the Study Area, fifty-seven (57) were comprised of improved property. While a significant number of vacant lots exist in these blocks, the vacant lots are scattered among the improved property, and the overall character of these fifty-seven (57) tax blocks is of improved property. Two (2) of the tax blocks (Block 25-20-210 and Block 25-28-100) contain both sizeable areas of both improved and vacant property and are listed as both improved and vacant tax blocks for purposes of this analysis. Two (2) other blocks consist solely of improved property.

Factors Present To A Major Extent.

Deterioration.

This condition is present when there are physical deficiencies in buildings or surface improvements requiring treatment or repair. Any deficiency beyond normal maintenance qualifies as deterioration. Moderate levels of deterioration may be present in basically sound buildings that contain defects that can be corrected. More advanced deterioration that is not easily correctable and cannot be accomplished during the course of normal maintenance may also be evident. Advanced deterioration is clearly a greater blighting influence. Consequently, the incidence of advanced deterioration need not be widespread to qualify this condition as being present to a major extent. Examples of conditions that indicate deterioration include buildings that are not weather-tight, loose or missing materials, defects in exterior walls, rusted support beams and columns and deteriorated roofs requiring replacement or major repair. Such defects may involve either primary building components (foundations, walls, roofs) or major defects in secondary building components (doors, windows, porches, fascia materials, gutters and downspouts). In terms of surface improvements, including sidewalks, off-street parking and surface storage areas, deterioration may take the form of surface cracking, loose paving material, depressions, streets with pitted pavement/potholes, crumbling curbs, crumbled or heaved sidewalks and pavement, and weeds protruding through paved surfaces.

Deterioration was found to be present within the Study Area to a major extent. With respect to building deterioration, one hundred nineteen (119) out of three hundred forty-seven (347) buildings, or thirty-four percent (34%), were found to be deteriorated. Evidence of deterioration included major cracks in masonry walls, window frames, doors and door frames requiring major repair or replacement, missing mortar requiring tuckpointing, and rusted gutters and downspouts.

Of the fifty-seven (57) tax blocks of improved property within the Study Area, this factor was present to a major extent on forty-two (42) blocks and to a minor extent on two (2) blocks. Building deterioration is considered to be present to a major extent if deteriorated buildings account for at least twenty percent (20%) of the total number of buildings on the block. Deterioration to a major extent can also be present with a smaller proportion of deteriorated buildings combined with deteriorated site conditions and/or a preponderance of deferred building maintenance. Extensive deterioration of surface improvements and deferred building maintenance was also present. The forty-four (44) blocks affected by deterioration are evenly distributed within the Study Area.

Obsolescence.

Obsolescence refers to the condition, or process, of falling into disuse as evidenced by structures that have become ill-suited for their original use. Obsolescence is characterized by buildings designed for a single, or specific, purpose or use, buildings of inadequate size to accommodate alternative uses, or buildings using a type of construction that limits long term use and marketability. Site improvements such as water and sewer lines, public utility lines, roadways, parking areas, parking structures, sidewalks, curbs and gutters, and lighting may be inadequate or obsolete in relation to contemporary standards for such improvements. Functional obsolescence includes poor design or layout, improper orientation of the building on the site, inadequate loading facilities, height or other factors that detract from the overall usefulness or desirability of the property. Inherently, functional obsolescence results in a loss of property value.

Obsolescence was found to be present to a major extent within the Study Area. Obsolescence is considered present to a major extent when more than twenty-five percent (25%) of the buildings on a block meet the definitions described in the preceding paragraph. Of the fifty-seven (57) tax blocks of improved property within the Study Area, this factor was present to a major extent on twenty-nine (29) blocks. A key condition that defines obsolescence in the Study Area is the decline of commercial viability along 119th Street and 120th Street. Several decades ago, these streets constituted a bustling business district. However, the market for commercial uses has long since shifted to other locations and these streets are no longer viable for commercial use. The zoning along 120th Street was changed several years ago to residential use. Two (2) local planning documents, one of which is the adopted 119th and Halsted Redevelopment Area designation, call for 119th Street to become a primarily residential street. The presence of buildings designed for commercial use on these streets is evidence of significant land-use obsolescence.

Presence Of Structures Below Minimum Code.

This factor is present when structures do not conform to local standards of building, fire, zoning, subdivision or other applicable governmental codes, but not including housing and property maintenance codes. Structures below minimum code standards include all buildings that do not meet the standards of zoning, subdivision, building, housing, fire, property maintenance or other governmental codes applicable to the property. The principal purposes of such codes are to require that buildings be constructed in such a way that they can sustain the loads expected from the type of occupancy and are safe for occupancy against fire and similar hazards, and/or to establish minimum standards for safe and sanitary habitation. Buildings below minimum code are characterized by defects or deficiencies that threaten health and safety.

This analysis focused on the issuance of building code violations over the course of the previous five (5) year period, based on data from the City of Chicago. This factor was determined to be present to a major extent when the number of violations equaled twenty-five percent (25%) or more of the buildings on the block.

Presence of structures below minimum code standards was found to be present within the Study Area to a major extent. From 1995 -- 2000 there were one hundred twenty-two (122) code violations issued to property owners within the Study Area. Of the fifty-seven (57) tax blocks of improved property within the Study Area, this factor was present to a major extent on thirty-two (32) blocks and to a minor extent on twenty-four (24) blocks.

Excessive Vacancies.

This condition is present when buildings are vacant, or partially vacant, such that they are underutilized and represent an adverse influence on the Study Area because of the frequency, extent or duration of the vacancies. Excessive vacancies can also be evidenced by vacant lots. The presence of buildings or sites which are unoccupied or underutilized generally signifies a lack of economic viability of the property and, by extension, of the surrounding area. Excessive vacancies include abandoned properties which evidence no apparent effort directed toward their occupancy or utilization. A relatively small amount of vacant property can affect the value and perceived viability of the surrounding area. Consequently, the presence of this condition would represent a significant blighting influence. This condition was considered to be present if the number of vacant properties represented twenty-five percent (25%) or more of the total parcels on the block.

Excessive vacancies were found to be present within the Study Area to a major extent. Fifty-six (56) buildings (sixteen percent (16%)) were identified as vacant, partially vacant or underutilized. Of the fifty-seven (57) tax blocks of improved property within the Study Area, this factor was present to major extent on thirty-seven (37) blocks and to a minor extent on four (4) blocks.

Excessive Land Coverage And Overcrowding Of Structures And Community Facilities.

This factor refers to the over-intensive use of property and the crowding of buildings and accessory facilities onto a site. This condition is present when buildings occupy all, or most, of the lot, leaving little or no space for off-street parking, off-street loading and open space amenities. Problem conditions include buildings that are improperly situated on the parcel, the presence of multiple buildings on a single parcel, or buildings that are located on parcels of inadequate size and shape in relation to contemporary standards of development for health or safety. For there to be a finding of excessive land coverage, parcels must

exhibit one (1) or more of the following conditions: insufficient provision for light and air within or around buildings, increased threat of the spread of fires due to the close proximity of nearby buildings, lack of adequate or proper access to a public right-of-way, lack of reasonably required off-street parking, or inadequate provision for loading and service. Excessive land coverage frequently has an adverse or blighting influence on nearby development.

While certain blocks are adversely affected by the buildings which cover too much of the lot, the more frequent problem is the lack of adequate or proper access to a public right-of-way. One (1) existing and one (1) former railroad right-of-way are present with the area. The former railroad right-of-way is currently vacant and has been acquired by the City of Chicago for future development as a bike trail. This former railroad right-of-way is aligned at an angle to the grid system of the area's streets. This alignment, combined with the platting of the lots, creates a situation in which many lots do not have adequate access to a public right-of-way.

This condition is present to a major extent throughout the Study Area. Overall, fifteen (15) of the fifty-seven (57) tax blocks of improved property within the Study Area were found to exhibit this condition to a major extent. Most of these blocks were affected by inadequate access to a public right-of-way. The presence of the former railroad line obstructs access to both commercial and residential property. In some cases, access to property is provided only through an alley or half-street right-of-way. This severely restricts the use of the property and is a disincentive for investment and property maintenance. A number of blocks along Halsted Street are affected, which as an arterial street, affects the viability of the entire area.

Declining Or Stagnant Equalized Assessed Value.

This factor is present when one (1) of three (3) conditions is met within the Study Area: 1) the total equalized assessed value (E.A.V.) has declined in three (3) of the last five (5) years; 2) the total E.A.V. is increasing at an annual rate that is less than the balance of the municipality for three (3) of the last five (5) years; or 3) the total E.A.V. is increasing at an annual rate that is less than the Consumer Price Index for all Urban Consumers for three (3) of the last five (5) years.

Declining or stagnant equalized assessed values are indicative of economic and functional obsolescence. This condition relates to the lack of growth and private investment in an area resulting in economic and physical decline. Table A shows that the E.A.V. for the Study Area has either declined or grown at a lower rate than Chicago as a whole in four (4) of the last five (5) years.

Table A.

Comparative Increases In E.A.V.

	1999	1998	1997	1996	1995
Property within the Study Area	\$17,878,188	\$16,784,870	\$17,073,159	\$15,799,509	\$15,879,713
	6.5%	-1.6%	8.0%	-0.5%	-0.2%
City of Chicago	4.2%	1.7%	8.4%	1.27%	0.99%

Source: Cook County Tax Extension Office.

Factors Present to a Minor Extent.

Deleterious Land-Use Or Layout.

This factor is characterized by inappropriate or incompatible land-use relationships, inappropriate mixed-uses within buildings or uses considered to be noxious, offensive or unsuitable for the surrounding area.

Deleterious land-use or layout was found to be present within the Study Area to a minor extent. This factor was found to be present to a major extent on seven (7) of the fifty-seven (57) tax blocks of improved property within the Study Area. Two (2) of the blocks are affected by an unimproved area behind the Halsted Street frontage on the west side of the street north of 117th Street. An unimproved alley provides inadequate access to a truck terminal, a car wash/car repair operation and vacant land. The nature of the uses and the access characteristics have created a blighted area that is unmaintained and is used as an informal refuse site, with abandoned cars occasionally being deposited there. Four (4) other blocks contain car repair, auto body and/or salvage operation accompanied by poorly maintained outdoor storage areas that negatively affect surrounding property. The seventh (7th) block contains a stone cutting shop that creates significant dust and noise, which also negatively affects adjacent property.

Dilapidation.

Dilapidation exists when buildings are in an advanced state of disrepair and neglect of necessary repairs to the primary structural components of buildings result in the necessity of major repairs or demolition.

Dilapidation exists to a minor extent within the Study Area. Dilapidation was present to a major extent on eight (8) of fifty-seven (57) tax blocks of improved property within the Study Area and to a minor extent on three (3) additional blocks. Due to the blighting nature of dilapidation, this factor was considered present to a major extent if it represents ten percent (10%) or more of the buildings on a block.

Factors Found Not To Be Present.

Lack Of Community Planning.

This factor is present if the proposed redevelopment project area developed prior to, or without the benefit and guidance of, a community plan. This means that the area was developed prior to the adoption of a comprehensive or other community plan by the municipality or that the plan was not followed at the time of the area's development. The presence of this condition must be documented by evidence of adverse or incompatible land-use relationships, inadequate street layout, improper subdivision, parcels of inadequate shape and size to meet modern development standards, or other evidence demonstrating an absence of effective community planning.

This factor is also indicated when there are inadequate public utilities, or plans for utility improvements, that would allow the property to be developed in accordance with the intensity of use identified in the municipality's comprehensive plan or zoning ordinance, or other economic development plans for the area. This factor is also present if public improvements serving the site, including streets, streetlights and other utility systems, do not meet current municipal standards. Similarly, lack of community planning is indicated if private improvements, including parking lots, screening and organization of buildings within the site, do not meet accepted community development standards.

This condition was found not to be present within the Study Area. While the Study Area may have benefited from more effective planning, the primary problems of deterioration and vacant property are the result of lack of economic development rather than a lack of community planning.

Illegal Use Of Individual Structures.

This factor is present when structures are used in violation of federal, state or local laws. Exterior building and land-use surveys of the Study Area revealed no illegal land uses.

Factors Whose Presence Could Not Be Determined.

Lack Of Ventilation, Light Or Sanitary Facilities.

Conditions, such as lack of indoor plumbing or lack of adequate windows or other means of providing ventilation or light, can negatively influence the health and welfare of a building's residents or users. Typical requirements for ventilation, light and sanitary facilities include:

- Adequate mechanical ventilation for air circulation in rooms without windows, such as bathrooms, and dust, odor or smoke producing activity areas.
- Adequate natural light and ventilation by means of skylights or windows for interior rooms with proper window sizes and amounts by room area to window area ratios.
- Adequate sanitary facilities, including garbage storage, bathroom facilities, hot water and kitchens.

The presence of this factor could not be assessed through the exterior building condition survey and other available information to a degree sufficient to warrant its inclusion as a blighting factor present within the Study Area.

Inadequate Utilities.

This factor exists in the absence of one (1) or more of the following utilities serving the site: gas, electricity, telephone, water, sanitary sewer, storm sewer or storm drainage. This factor is also present when the existing utilities are inadequate to accommodate the level of development permitted under current zoning or envisioned under the comprehensive plan, or adopted redevelopment plan, for the area.

This factor does not appear to be present within the Study Area since all property is presently served by the appropriate utilities. As it could not be determined with certainty, it is not considered to be a blighting factor present within the Study Area.

Environmental Clean-Up Requirements.

This factor is considered present when property has incurred Illinois Environmental Protection Agency or United States Environmental Protection Agency remediation costs for the clean-up of hazardous waste, hazardous substances or underground storage tanks required by state or federal law, or a study conducted

by an independent consultant recognized as having expertise in environmental remediation has determined a need for such clean-up. In order for this eligibility factor to apply, the remediation costs must constitute a material impediment to the development, or redevelopment, of the redevelopment project area.

No existing environmental surveys were found that identify sites within the Study Area as environmentally contaminated. No such surveys were conducted as part of this study. Therefore, the presence of environmental contamination could not be determined.

Vacant Property.

Only four (4) tax blocks were considered vacant land within the Study Area. Two (2) of the tax blocks contained both improved property and significant vacant land, and have been evaluated both as vacant property and improved property. Two (2) other tax blocks were comprised solely of vacant land. One (1) of these tax blocks is a single parcel approximately four thousand eight hundred (4,800) square feet in size. All four (4) of the tax blocks were found to exhibit at least two (2) of the six (6) factors needed to establish a blighted area finding under the Act.

Factors Found To Be Present.

Obsolete Platting.

All four tax blocks comprised of vacant land exhibit obsolete platting that results in parcels of narrow and irregular size and shape that are difficult to develop. All four (4) of these tax blocks are at least partially comprised of former railroad right-of-way property. This property is difficult to develop and obstructs access to adjacent property. The City of Chicago has acquired the former railroad right-of-way with the intent to develop a bike trail. A community plan entitled the South Halsted Street Corridor Plan, completed in June of 1999, recommends that portions of the proposed bike trail be realigned onto adjacent vacant property. The former railroad right-of-way property could then be added to proposed development parcels to minimize the impact of the former railroad right-of-way on potential development on Halsted Street. This recommendation is under consideration.

Diversity Of Ownership.

One (1) of the four (4) tax blocks exhibits diversity of ownership that impedes the development of the property. The block in question has twenty-nine (29) separate parcels with ten (10) different owners.

Deterioration On Adjacent Property.

Three (3) of the four (4) tax blocks were found to be located adjacent to property exhibiting deterioration.

Declining Or Stagnant Equalized Assessed Value.

This factor is present when the total equalized assessed value of property within the proposed redevelopment project area has declined or has grown at a slower rate than the city as a whole. Table A, above, illustrates how the equalized assessed value of the property within the proposed redevelopment project area has not grown as rapidly as the city as a whole.

Factors Not Found to be Present.

Tax Or Special Assessment Delinquencies.

Information on tax or special assessment delinquencies was not collected to determine whether this factor is present within the Study Area.

Environmental Clean-Up Requirements.

No existing environmental surveys were found that identify sites within the Study Area as having incurred either Illinois Environmental Protection Agency or United States Environmental Protection Agency remediation costs or that environmental remediation was needed within the Study Area.

[Figure "A" referred to in this 119th and Halsted Redevelopment Project Area Eligibility Report constitutes Exhibit "E" to the ordinance and is printed on page 78637 of this Journal.]

[Figure "C" referred to in this 119th and Halsted Redevelopment Project Area Eligibility Report constitutes Figure 3 of Appendix "A" and is printed on pages 78602 through 78604 of this Journal.]

[Figure "B" and Table "B" referred to in this 119th and Halsted Redevelopment Project Area Eligibility Report printed on pages 78579 through 78581 of this Journal.]

Figure "B".
(To 119th And Halsted Tax Increment Financing
Redevelopment Project Eligibility Report)

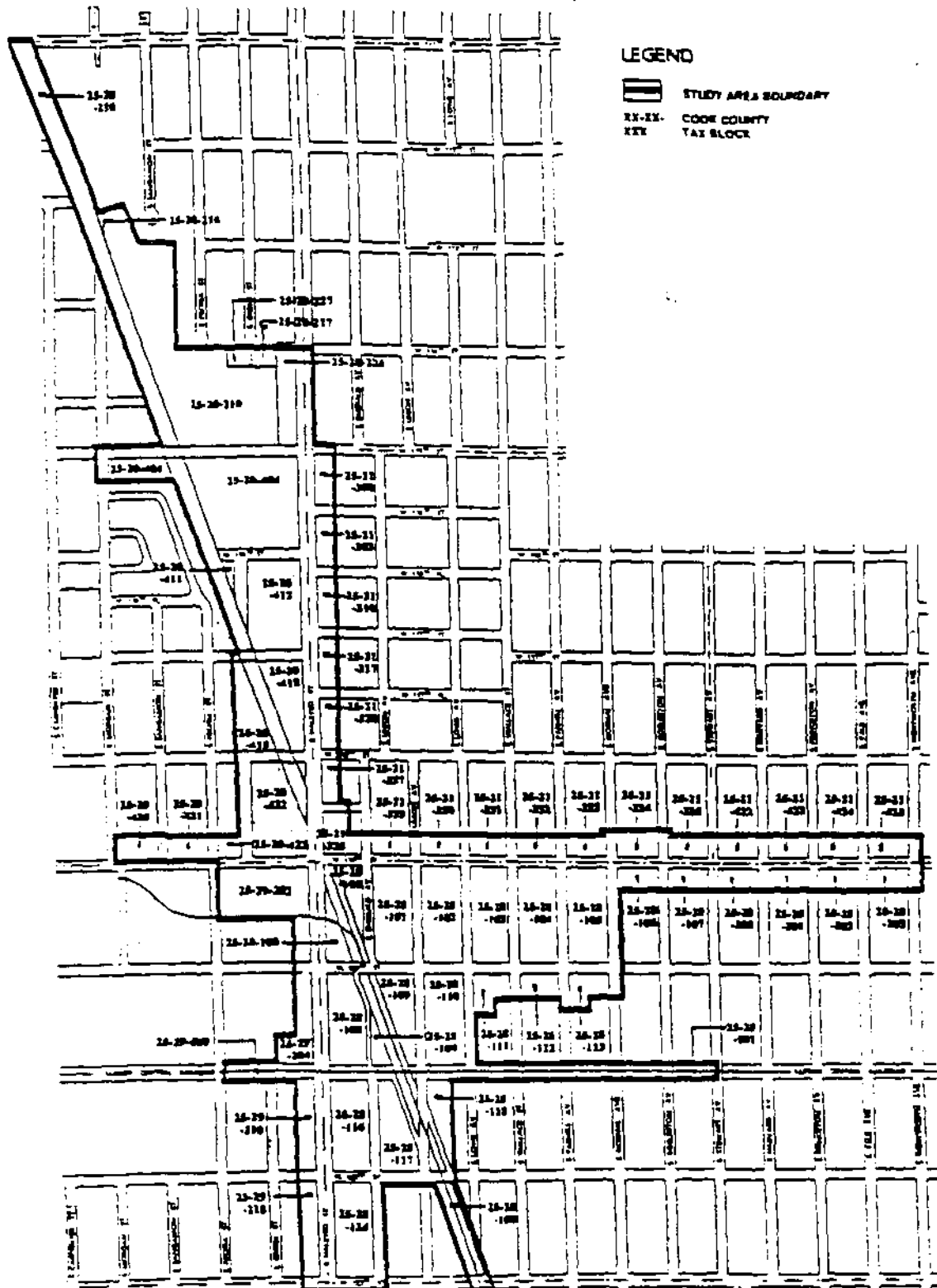


Table "B".
(To 119th And Halsted Redevelopment
Project Area Eligibility Study)

Distribution Of Blighting Factors.
(Page 1 of 2)

Improved Property.

Block	Blighting Factors												
	1	2	3	4	5	6	7	8	9	10	11	12	13
25-20-210				.					X				X
25-20-216				.									X
25-20-217				.									X
25-20-226				.									X
25-20-227				.									X
25-20-404			X	.									X
25-20-411			X	.					X	X			X
25-20-412		X	X	X	.				X	X			X
25-20-418		X	X	X		X			X	X			X
25-20-420			X	X	.								X
25-20-421			X	.		X							X
25-21-300				X									X
25-21-303				.									X
25-21-310				.									X
25-21-317				.									X
25-21-320			X	.		X							X
25-21-327		X	X	X					X				X
25-21-328	X		X	X		X							X
25-21-329		X		X		X							X
25-21-330		X	X	.		X							X
25-21-331		X	X	X		X							X
25-21-332		X	X	X		X				X			X
25-21-333		X	.	.		X							X
25-21-334		X	X	X		X				X			X
25-21-335		X	X	.		X							X
25-21-422		X	X	X		X							X
25-21-423		X	X	X		X							X
25-21-424			X	X		X							X
25-21-425			X	.		X							X
25-28-100		X	X	X		X			X				X
25-28-101			X	X	X	X				X			X
25-28-102	X	X	X	X		X							X
25-28-103		X	X	.		X							X
25-28-104	.	X	X	X		X							X
25-28-105		X	X	X		X							X
25-28-106		X	X	.									X
25-28-107		X	X	X		X							X
25-28-108	X		X	X		X			X				X
25-28-109	X		X	X		X			X				X
25-28-110	.		X	X		X			X				X
25-28-111		X	X	X			X		X				X

Blighting Factors Legend

1. Dilapidation
2. Obsolescence
3. Deterioration
4. Presence of structures below code standards
5. Illegal use of structures
6. Excessive vacancies
7. Lack of ventilation, light or sanitary facilities
8. Inadequate utilities
9. Excessive land coverage or overcrowding of community facilities
10. Deleterious land use or layout
11. Environmental contamination
12. Lack of community planning
13. Declining or stagnant EAV

X - present to a major extent
 . - present to a minor extent

Table "B".
(To 119th And Halsted Redevelopment
Project Area Eligibility Study)

Distribution Of Blighting Factors.
(Page 2 of 2)

Improved Property.

	1	2	3	4	5	6	7	8	9	10	11	12	13
25-28-112	X	X	X			X			X				X
25-28-113	X	X	X	X		X			X				X
25-28-116			X	.		X							X
25-28-117	.	X	X	.		X			X				X
25-28-118	X	X	X	.		X			X	X			X
25-28-124			X	X		X							X
25-28-200	X	X	X	X		X							X
25-28-201		X	X	X		X							X
25-28-202		X	X	X		X							X
25-28-203		X	X	X		X							X
25-28-501				.									X
25-29-202			X	X		X							X
25-29-204			.	.		.							X
25-29-210			X	X		X							X
25-29-218				X		.			X				X
25-29-500				.									X
TOTAL- .	3	0	2	24	0	4	0	0	0	0	0	0	57
TOTAL- x	8	29	42	32	0	37	0	0	15	7	0	0	57
GRAND													
TOTAL	11	28	44	56	0	41	0	0	15	7	0	0	57

Vacant Land.

Block	Blighting Factors						Blighting Factors Legend
	1	2	3	4	5	6	
25-20-210	X					X	1. Obsolete Platting
25-20-422			X		X	X	2. Diversity of Ownership
25-21-500	X			X		X	3. Tax Delinquencies
25-28-100	X			X		X	4. Deterioration on Adjacent Properties
							5. Environmental Remediation
							6. Declining or stagnant EAV
TOTAL	3	1		3		4	x - factor found to be present

Appendix "D".

(To 119th And Halsted Tax Increment Financing
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*Initial Equalized Assessed Value (E.A.V.) Of Property Within
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Block	PIN	1999 EAV
2520210	0430000	\$68,519
2520210	0370000	\$1,870
2520210	0380000	\$3,285,626
2520216	0370000	\$893
2520217	0310000	\$9,378
2520217	0320000	\$18,753
2520217	0330000	\$18,753
2520226	0010000	\$22,323
2520226	0020000	\$20,988
2520226	0030000	\$9,247
2520226	0040000	\$18,868
2520226	0050000	\$18,126
2520226	0060000	\$18,499
2520226	0070000	\$15,166
2520226	0080000	\$12,945
2520226	0090000	\$12,945
2520226	0100000	\$12,945
2520226	0110000	\$15,630
2520226	0160000	\$53,326
2520227	0160000	\$4,519
2520227	0350000	\$37,511
2520404	0010000	\$162,774
2520404	0070000	EX
2520404	1080000	EX
2520404	0200000	\$14,934
2520404	0210000	\$15,225
2520404	0220000	\$33,238
2520404	0230000	\$33,240
2520404	0240000	\$33,242
2520404	0250000	\$52,234
2520404	0420000	\$180,438

Appendix "D".
 (To 119th And Halsted Tax Increment Financing
 Redevelopment Plan And Project)

*Initial Equalized Assessed Value (E.A.V.) Of Property Within
 The 119th And Halsted Redevelopment Project Area.*
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Block	PIN	1999 EAV
2520404	0430000	\$31,394
2520404	0440000	\$33,758
2520404	0450000	\$30,924
2520404	0460000	\$34,059
2520404	0470000	\$15,420
2520404	0370000	\$24,265
2520404	0380000	\$20,952
2520404	0390000	\$152,160
2520404	0400000	\$167,318
2520404	0410000	\$20,367
2520404	1070000	EX
2520404	1180000	\$24,157
2520411	0130000	\$6,202
2520412	0010000	\$119,697
2520412	0020000	\$5,322
2520412	0030000	\$5,322
2520412	0040000	\$5,322
2520412	0060000	\$5,180
2520412	0070000	\$5,446
2520412	0080000	\$5,446
2520412	0120000	\$52,052
2520412	0130000	\$43,392
2520412	0140000	EX
2520412	0150000	EX
2520412	0160000	\$9,748
2520412	0170000	\$10,439
2520412	0180000	\$17,466
2520412	0190000	\$19,129
2520412	0200000	\$251,156
2520412	0210000	\$72,691
2520412	0220000	\$119,040
2520418	0340000	\$81,747
2520418	0350000	\$48,134
2520418	0360000	\$10,553
2520418	0370000	\$2,820
2520418	0380000	\$1,821
2520418	0390000	\$5,012
2520418	0480000	\$17,898
2520418	0490000	\$18,292
2520418	0500000	\$176,237
2520418	0510000	\$12,195
2520418	0430000	EX
2520418	0250000	\$1,933
2520418	0260000	\$1,933
2520418	0270000	\$1,933
2520418	0280000	\$3,890

Appendix "D".

(To 119th And Halsted Tax Increment Financing
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*Initial Equalized Assessed Value (E.A.V.) Of Property Within
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Block	PIN	1999 EAV
2520418	0290000	\$1,933
2520418	0300000	\$1,923
2520418	0310000	\$8,667
2520418	0320000	\$52,686
2520418	0330000	\$3,236
2520418	0230000	\$378,824
2520418	0240000	\$2,147
2520422	0130000	\$78,659
2520422	0140000	\$44,675
2520422	0150000	\$2,417
2520422	0160000	EX
2520422	0170000	\$2,418
2520422	0180000	\$3,540
2520422	0190000	\$3,837
2520422	0200000	\$4,123
2520422	0210000	\$4,400
2520422	0220000	\$4,668
2520422	0230000	\$4,920
2520422	0240000	\$5,039
2520422	0250000	\$5,641
2520422	0260000	\$6,530
2520422	0270000	\$2,511
2520422	0280000	\$4,857
2520422	0290000	\$4,771
2520422	0300000	\$3,596
2520422	0310000	\$2,444
2520422	0320000	\$2,692
2520422	0330000	\$33,022
2520422	0340000	\$40,201
2520422	0350000	\$3,650
2520422	0360000	\$3,929
2520422	0370000	\$4,177
2520422	0380000	\$4,413
2520422	0390000	\$124,108
2520422	0400000	\$6,540

Appendix "D".
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*Initial Equalized Assessed Value (E.A.V.) Of Property Within
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Block	PIN	1999 EAV
2520420	0320000	EX
2520420	0330000	EX
2520420	0340000	\$2,608
2520420	0350000	\$53,656
2520420	0360000	\$5,757
2520421	0330000	EX
2520421	0340000	\$6,625
2520421	0350000	\$23,694
2520421	0360000	EX
2520421	0370000	EX
2520421	0380000	EX
2520421	0390000	\$2,406
2520421	0400000	\$12,391
2520421	0410000	EX
2528111	0010000	EX
2528111	0020000	EX
2528111	0030000	\$38,045
2528111	0040000	EX
2528111	0050000	\$2,446
2528111	0060000	\$2,446
2528111	0070000	\$1,780
2528111	0080000	\$2,446
2528111	0090000	\$2,446
2528111	0210000	EX
2528111	0220000	EX
2528111	0230000	\$64,225
2528111	0240000	\$2,882
2528111	0250000	\$6,811
2528111	0260000	\$2,446
2528112	0010000	EX
2528112	0020000	\$3,297
2528112	0030000	\$13,114
2528112	0040000	\$2,446
2528112	0050000	\$2,446
2528112	0060000	\$11,939
2528112	0070000	\$2,380
2528112	0210000	\$36,139
2528112	0220000	\$40,649
2528112	0230000	\$40,725
2528112	0240000	\$4,217
2528112	0250000	\$10,136
2528112	0260000	\$11,739

Appendix "D".

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*Initial Equalized Assessed Value (E.A.V.) Of Property Within
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Block	PIN	1999 EAV
2528113	0010000	EX
2528113	0020000	\$28,118
2528113	0030000	\$5,829
2528113	0040000	\$1,834
2528113	0050000	\$4,693
2528113	0060000	\$4,617
2528113	0070000	\$2,446
2528113	0080000	\$10,631
2528113	0090000	EX
2528113	0100000	\$9,331
2528113	0240000	\$10,915
2528113	0250000	\$1,780
2528113	0260000	\$2,446
2528113	0270000	\$2,446
2528113	0280000	\$12,781
2528113	0290000	\$2,446
2521328	0010000	\$21,254
2521328	0020000	\$13,136
2521328	0030000	\$13,136
2521328	0040000	\$13,136
2521328	0050000	\$3,094
2521328	0060000	\$2,476
2521328	0110000	\$2,034
2521328	0120000	\$24,888
2521328	0130000	EX
2521328	0140000	\$2,476
2521328	0150000	\$2,476
2521328	0160000	\$16,940
2521328	0200000	\$59,163
2521328	0190000	\$4,004
2521329	0350000	\$3,128
2521329	0360000	\$2,175
2521329	0370000	\$297
2521329	0380000	\$36,476
2521329	0390000	\$2,476
2521329	0400000	\$2,476
2521329	0410000	\$2,476
2521329	0420000	\$4,951
2521329	0430000	\$2,476
2521329	0440000	\$45,422
2521330	0450000	\$23,917
2521330	0370000	\$2,476
2521330	0380000	\$5,765
2521330	0390000	\$13,652
2521330	0400000	\$4,492

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Block	PIN	1999 EAV
2521330	0410000	\$4.492
2521330	0420000	\$2.476
2521330	0430000	EX
2521330	0440000	\$3.128
2521331	0290000	\$104.590
2521331	0300000	\$5.120
2521331	0310000	\$4.596
2521331	0320000	\$4.596
2521331	0330000	\$9.193
2521331	0340000	EX
2521331	0350000	EX
2521331	0360000	\$3.130
2529202	0010000	\$1,154.583
2529202	0040000	\$19.107
2529202	0050000	\$54.001
2529202	0060000	\$4.332
2529202	0070000	\$16.658
2529202	0080000	\$34.799
2529202	0090000	\$55.329
2529202	0100000	\$4.460
2529202	0110000	\$26.180
2529204	0300000	EX
2529204	0290000	\$42.195
2529204	0190000	\$14.910
2529204	0200000	\$8.228
2529204	0210000	\$6.320
2529204	0220000	\$4.368
2529204	0230000	\$10.771
2529204	0240000	\$5.554
2529204	0250000	\$8.041
2529204	0260000	\$16.123
2529204	0050000	\$1.697
2529210	0420000	\$8.309
2529210	0230000	\$4.199
2529210	0240000	\$3.925
2529210	0250000	\$1.556
2529210	0260000	\$2.262
2529210	0270000	\$3.344
2529210	0290000	\$9.776
2529210	0290000	\$9.005
2529210	0300000	\$12.594
2529210	0310000	\$2.230
2529210	0320000	\$3.344
2529210	0330000	\$3.344
2529210	0340000	\$8.525

Appendix "D".

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*Initial Equalized Assessed Value (E.A.V.) Of Property Within
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Block	PIN	1999 EAV
2529210	0350000	\$3.920
2529210	0360000	\$2.230
2529210	0370000	\$2.230
2529210	0380000	\$10.265
2529210	0390000	\$16.876
2529210	0400000	\$2.230
2529218	0190000	\$2.230
2529218	0200000	\$2.230
2529218	0210000	\$4.944
2529218	0220000	\$4.465
2529218	0230000	\$13.224
2529218	0240000	\$13.224
2529218	0250000	\$20.657
2529218	0260000	\$17.720
2529218	0270000	\$2.230
2529218	0280000	\$2.230
2529218	0290000	\$19.685
2529218	0300000	\$19.685
2529218	0310000	\$19.685
2529218	0320000	\$19.685
2529218	0330000	\$19.685
2529218	0340000	\$20.831
2529218	0350000	\$20.831
2529218	0360000	\$52.830
2529218	0370000	\$2.786
2529218	0380000	\$2.676
2529218	0390000	\$43.594
2528124	0010000	\$5.262
2528124	0020000	\$53.357
2528124	0030000	\$10.946
2528124	0040000	\$5.262
2528124	0050000	\$2.491
2528124	0060000	\$27.067
2528124	0070000	\$10.042
2528124	0080000	\$2.199
2528124	0090000	\$2.199
2528124	0100000	\$2.199
2528124	0110000	\$2.199
2528124	0120000	\$2.199
2528124	0130000	\$2.199
2528124	0140000	\$2.199
2528124	0150000	\$2.199
2528124	0160000	\$2.199
2528124	0170000	\$4.370
2528124	0180000	\$2.077
2528124	0190000	\$26.983
2528124	0200000	\$26.983

Appendix "D".
 (To 119th And Halsted Tax Increment Financing
 Redevelopment Plan And Project)

*Initial Equalized Assessed Value (E.A.V.) Of Property Within
 The 119th And Halsted Redevelopment Project Area.*
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Block	PIN	1999 EAV
2528124	0210000	\$54,937
2528124	0250000	\$8,364
2528124	0260000	\$8,128
2528124	0270000	\$6,064
2528124	0280000	\$5,166
2528124	0290000	\$4,169
2528124	0300000	\$2,446
2528124	0310000	\$9,598
2528124	0320000	\$2,446
2528124	0330000	\$4,840
2528124	0340000	\$11,478
2528124	0350000	\$12,813
2528124	0360000	\$6,656
2528124	0370000	\$9,530
2528124	0380000	\$8,503
2528124	0390000	\$5,992
2528124	0400000	\$9,218
2528124	0410000	\$2,003
2528124	0420000	\$12,137
2528124	0430000	\$4,611
2528124	0440000	\$72,018
2528124	0450000	\$75,896
2528108	0010000	\$37,480
2528108	0020000	\$39,602
2528108	0030000	\$34,034
2528108	0040000	\$2,070
2528108	0050000	\$1,967
2528108	0060000	\$2,091
2528108	0070000	\$2,091
2528108	0080000	\$2,091
2528108	0090000	\$14,574
2528108	0100000	\$2,370
2528108	0140000	\$1,967
2528108	0150000	\$3,936
2528108	0160000	\$1,967
2528108	0170000	\$1,967
2528108	0180000	\$1,967
2528108	0190000	\$4,328
2528108	0200000	EX
2528108	0210000	\$3,030
2528108	0220000	\$1,688
2528108	0230000	\$10,793
2528108	0240000	\$10,422
2528108	0250000	\$2,115
2528108	0260000	\$2,739
2528108	0270000	\$2,425
2528108	0280000	\$2,282
2528108	0290000	\$2,425

Appendix "D".
 (To 119th And Halsted Tax Increment Financing
 Redevelopment Plan And Project)

*Initial Equalized Assessed Value (E.A.V.) Of Property Within
 The 119th And Halsted Redevelopment Project Area.*
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Block	PIN	1999 EAV
2528108	0300000	\$1.764
2528108	0310000	\$4.791
2528108	0320000	\$56.863
2528108	0330000	\$2.426
2528108	0340000	\$2.779
2528108	0350000	\$2.282
2528108	0360000	\$9.423
2528108	0370000	\$6.665
2528108	0380000	\$2.282
2528108	0390000	\$2.282
2528108	0400000	\$1.287
2528108	0410000	\$3.542
2528108	0420000	\$19.907
2528109	0020000	\$1.677
2528109	0030000	\$4.388
2528109	0040000	\$2.320
2528109	0050000	\$2.476
2528109	0060000	EX
2528109	0070000	EX
2528109	0080000	\$2.244
2528109	0090000	\$4.339
2528109	0110000	\$4.035
2528109	0100000	\$20.374
2528109	0120000	\$3.244
2528109	0130000	\$2.446
2528109	0170000	\$3.242
2528109	0180000	\$9.736
2528109	0190000	\$14.117
2528109	0200000	\$14.237
2528109	0210000	\$4.413
2528109	0220000	\$21.657
2528109	0230000	\$2.075
2528109	0240000	\$2.705
2528109	0250000	\$29.965
2528109	0260000	\$22.982
2528109	0270000	\$11.655
2528109	0010000	EX
2528116	0010000	\$2.640
2528116	0020000	\$25.322
2528116	0030000	\$17.525
2528116	0040000	\$2.199
2528116	0050000	\$2.199
2528116	0060000	\$17.531
2528116	0070000	\$2.199
2528116	0080000	\$2.199
2528116	0090000	\$2.199
2528116	0100000	\$6.844

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*Initial Equalized Assessed Value (E.A.V.) Of Property Within
The 119th And Halsted Redevelopment Project Area.*

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Block	PIN	1999 EAV
2528116	0110000	\$2,199
2528116	0120000	\$2,199
2528116	0130000	\$3,560
2528116	0140000	\$2,323
2528116	0150000	\$2,323
2528116	0160000	\$2,323
2528116	0170000	\$37,149
2528116	0180000	\$6,162
2528116	0190000	\$2,323
2528116	0200000	\$2,302
2528116	0210000	\$2,471
2528116	0220000	\$11,258
2528116	0230000	\$2,077
2528116	0450000	\$11,019
2528116	0250000	\$11,388
2528116	0440000	\$14,831
2528116	0450000	\$10,405
2528116	0380000	\$10,048
2528116	0420000	\$8,902
2528116	0430000	\$12,692
2528116	0310000	\$11,862
2528116	0320000	\$11,399
2528116	0330000	\$9,111
2528116	0340000	\$8,703
2528116	0350000	\$1,483
2528116	0360000	\$14,540
2528116	0370000	\$1,858
2528116	0380000	\$10,048
2528116	0390000	\$2,446
2528116	0400000	\$14,667
2528116	0410000	\$10,065
2521300	0240000	\$222,349
2521300	0290000	\$198,568
2521303	0300000	\$1,150,559
2521310	0010000	\$42,586
2521310	0020000	\$40,189
2521310	0030000	\$48,188
2521310	0040000	\$63,824
2521310	0050000	\$142,022
2521310	0060000	\$131,292
2521317	0220000	\$483,502
2521327	0010000	EX
2521327	0020000	EX
2521327	0030000	\$6,673

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*Initial Equalized Assessed Value (E.A.V.) Of Property Within
The 119th And Halsted Redevelopment Project Area.*

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Block	PIN	1999 EAV
2521327	0040000	\$18,283
2521327	0050000	\$13,717
2521327	0060000	\$13,717
2521327	0070000	\$13,717
2521327	0080000	\$13,717
2521327	0090000	\$29,130
2521327	0100000	\$24,900
2521332	0290000	\$8,311
2521332	0300000	\$60,903
2521332	0310000	\$48,960
2521332	0320000	\$38,880
2521332	0330000	\$3,220
2521333	0380000	\$256,555
2521334	0330000	\$6,085
2521334	0250000	\$2,685
2521334	0260000	\$2,685
2521334	0270000	\$10,211
2521334	0280000	\$1,953
2521334	0290000	\$1,953
2521334	0300000	\$3,405
2521334	0310000	\$7,580
2521334	0320000	\$11,114
2521335	0240000	\$13,403
2521335	0250000	\$13,089
2521335	0260000	\$8,381
2521335	0270000	\$8,916
2521335	0280000	\$4,243
2521335	0290000	\$3,881
2521335	0300000	\$2,505
2521335	0310000	\$11,291
2521335	0320000	\$6,032
2521422	0210000	\$30,312
2521422	0220000	\$2,552
2521422	0230000	\$5,449
2521422	0240000	\$49,615
2521422	0250000	\$2,552
2521422	0260000	\$2,552
2521422	0270000	\$41,515
2521423	0390000	EX
2521423	0400000	EX
2521424	0260000	\$12,195
2521424	0330000	\$4,332

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*Initial Equalized Assessed Value (E.A.V.) Of Property Within
 The 119th And Halsted Redevelopment Project Area.*
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Block	PIN	1999 EAV
2521424	0340000	\$6,666
2521424	0350000	\$11,538
2521424	0360000	\$8,094
2521424	0370000	\$14,880
2521425	0380000	\$2,476
2521425	0390000	\$14,603
2521425	0290000	\$1,575
2521425	0300000	\$1,575
2521425	0310000	\$12,368
2521425	0320000	\$29,636
2521425	0330000	\$8,763
2521425	0340000	\$8,795
2521425	0350000	\$2,165
2521425	0360000	\$7,175
2528200	0010000	\$51,165
2528200	0020000	\$56,073
2528200	0030000	\$4,436
2528200	0040000	\$1,445
2528200	0050000	\$2,214
2528200	0060000	\$2,214
2528200	0070000	\$2,214
2528200	0080000	\$2,214
2528200	0090000	\$43,491
2528201	0010000	\$2,797
2528201	0020000	\$2,214
2528201	0030000	\$28,057
2528201	0040000	\$14,736
2528201	0050000	\$18,164
2528201	0060000	\$2,338
2528201	0070000	\$2,338
2528201	0080000	\$2,338
2528201	0090000	\$2,214
2528201	0100000	\$2,797
2528202	0010000	EX
2528202	0020000	\$6,646
2528202	0030000	\$103,262
2528202	0040000	\$108,299
2528203	0010000	\$45,960
2528203	0020000	\$46,099
2528203	0030000	\$2,214
2528203	0040000	\$2,214
2528203	0050000	\$2,214
2528203	0060000	\$40,507
2528203	0070000	\$2,214
2528203	0080000	\$2,214

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*Initial Equalized Assessed Value (E.A.V.) Of Property Within
 The 119th And Halsted Redevelopment Project Area.*
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Block	PIN	1999 EAV
2528203	0090000	\$53,931
2528104	0010000	\$57,606
2528104	0020000	\$59,929
2528104	0030000	EX
2528104	0040000	EX
2528104	0050000	\$21,693
2528104	0060000	\$15,164
2528104	0070000	\$2,214
2528104	0080000	\$2,797
2528104	0090000	\$7,712
2528104	0100000	\$12,054
2528104	0110000	\$16,098
2528104	0120000	\$8,952
2528104	0130000	\$2,460
2528104	0140000	\$4,813
2528104	0150000	\$9,907
2528104	0160000	\$5,011
2528104	0170000	\$10,926
2528104	0180000	\$13,607
2528104	0190000	\$3,451
2528104	0200000	\$10,841
2528104	0210000	\$7,008
2528104	0220000	\$4,599
2528104	0230000	\$6,561
2528104	0240000	\$6,405
2528104	0250000	EX
2528104	0260000	\$1,701
2528104	0270000	EX
2528104	0280000	\$12,315
2528104	0290000	\$9,076
2528104	0300000	EX
2528104	0310000	\$2,460
2528104	0320000	\$2,460
2528104	0330000	\$3,207
2528104	0340000	\$3,691
2528104	0350000	\$7,259
2528104	0360000	\$9,331
2528104	0370000	\$9,502
2528104	0380000	\$9,301
2528104	0390000	\$2,676
2528104	0400000	\$15,006
2528104	0410000	\$14,291
2528104	0420000	\$38,832
2528104	0430000	\$15,258
2528104	0440000	\$1,701
2528105	0010000	\$7,330
2528105	0020000	\$2,988

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*Initial Equalized Assessed Value (E.A.V.) Of Property Within
 The 119th And Halsted Redevelopment Project Area.*
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Block	PIN	1999 EAV
2528105	0030000	\$13,414
2528105	0040000	\$2,214
2528105	0050000	\$2,214
2528105	0060000	\$2,214
2528105	0070000	\$2,214
2528105	0080000	EX
2528105	0090000	EX
2528106	0010000	EX
2528106	0020000	EX
2528106	0030000	EX
2528106	0040000	EX
2528106	0050000	EX
2528106	0060000	EX
2528106	0070000	EX
2528106	0080000	\$83,115
2528107	0070000	\$2,214
2528107	0080000	\$2,214
2528107	0090000	\$43,030
2528107	0390000	\$13,312
2528107	0400000	\$36,553
2528100	0060000	\$297
2528100	0170000	\$13,996
2528100	0130000	\$2,133
2528100	0190000	\$6,225
2528100	0180000	\$5,561
2528100	0150000	\$5,093
2528100	0160000	\$69,920
2528100	0110000	\$80,595
2528100	0020000	\$12,612
2528100	0010000	\$1,749
2528100	0070000	\$835
2528100	0080000	\$1,485
2528100	0090000	\$4,285
2528101	0010000	\$33,728
2528101	0020000	\$19,086
2528101	0030000	\$17,336
2528101	0040000	\$6,110
2528101	0050000	\$2,199
2528101	0060000	\$4,782
2528101	0070000	\$16,098
2528101	0080000	\$16,471
2528101	0090000	\$16,098
2528101	0110000	\$22,478
2528101	0120000	\$2,446
2528101	0130000	\$23,633
2528101	0140000	\$6,781

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*Initial Equalized Assessed Value (E.A.V.) Of Property Within
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Block	PIN	1999 EAV
2528101	0150000	\$6.781
2528101	0160000	\$2.446
2528101	0170000	\$18.047
2528101	0180000	\$2.408
2528101	0190000	\$22.773
2528101	0200000	\$2.003
2528101	0210000	\$17.900
2528101	0250000	EX
2528101	0260000	\$7.343
2528101	0270000	\$2.446
2528101	0280000	\$2.446
2528101	0290000	\$2.446
2528101	0300000	\$2.446
2528101	0310000	\$11.975
2528101	0320000	\$2.446
2528101	0330000	EX
2528101	0340000	\$2.201
2528101	0350000	\$5.888
2528101	0380000	\$2.194
2528101	0390000	\$13.701
2528101	0400000	EX
2528101	0420000	\$1.508
2528101	0410000	\$1.897
2528101	0220000	\$1.780
2528101	0230000	\$1.780
2528101	0240000	\$1.780
2528101	0360000	\$2.446
2528101	0370000	\$2.446
2528102	0010000	\$4.960
2528102	0020000	\$2.199
2528102	0030000	\$2.199
2528102	0040000	\$2.199
2528102	0050000	\$17.471
2528102	0060000	\$67.452
2528102	0070000	\$33.694
2528102	0080000	\$34.352
2528102	0090000	\$8.307
2528102	0100000	\$6.780
2528102	0110000	\$12.547
2528102	0120000	\$2.284
2528102	0130000	\$2.446
2528102	0140000	\$2.446
2528102	0150000	\$10.073
2528102	0160000	\$2.446
2528102	0170000	\$3.671
2528102	0180000	\$3.671
2528102	0190000	EX
2528102	0200000	EX

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 Redevelopment Plan And Project)

*Initial Equalized Assessed Value (E.A.V.) Of Property Within
 The 119th And Halsted Redevelopment Project Area.*
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Block	PIN	1999 EAV
2528102	0210000	\$7.983
2528102	0220000	\$2.109
2528102	0230000	\$5.152
2528102	0240000	\$8.595
2528102	0250000	\$5.996
2528102	0260000	\$5.843
2528102	0270000	\$6.737
2528102	0280000	\$6.584
2528102	0290000	\$7.957
2528102	0300000	\$12.727
2528102	0310000	\$7.889
2528102	0340000	\$10.168
2528102	0350000	\$2.446
2528102	0360000	\$1.428
2528102	0370000	\$2.446
2528102	0380000	\$2.109
2528102	0390000	\$12.326
2528102	0400000	\$2.876
2528102	0410000	\$3.707
2528102	0420000	\$12.701
2528103	0010000	\$52.095
2528103	0020000	\$29.694
2528103	0030000	\$3.520
2528103	0040000	\$3.657
2528103	0050000	\$3.520
2528103	0060000	\$2.199
2528103	0070000	\$19.624
2528103	0080000	\$10.568
2528103	0090000	EX
2528103	0100000	\$15.200
2528103	0110000	\$7.785
2528103	0130000	\$7.675
2528103	0140000	\$12.175
2528103	0150000	\$1.400
2528103	0160000	\$11.671
2528103	0170000	\$2.195
2528103	0180000	\$2.460
2528103	0190000	\$8.173
2528103	0200000	\$2.275
2528103	0210000	\$2.999
2528103	0220000	EX
2528103	0230000	EX
2528103	0240000	EX
2528103	0250000	\$18.780
2528103	0260000	EX
2528103	0270000	EX
2528103	0280000	\$7.313
2528103	0290000	\$7.253

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*Initial Equalized Assessed Value (E.A.V.) Of Property Within
The 119th And Halsted Redevelopment Project Area.
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Block	PIN	1999 EAV
2528103	0300000	\$18,304
2528103	0310000	\$3,623
2528103	0320000	\$13,935
2528103	0330000	\$2,460
2528103	0340000	\$10,814
2528103	0350000	\$2,460
2528103	0360000	\$9,894
2528103	0370000	\$7,491
2528103	0380000	\$6,240
2528103	0390000	\$2,583
2528103	0400000	EX
2528103	0410000	EX
2528103	0420000	\$2,050
2528103	0430000	\$2,109
2528103	0440000	\$2,109
2528103	0450000	\$18,516
2528103	0460000	\$14,243
2521320	0010000	\$6,756
2521320	0020000	\$6,935
2521320	0030000	\$4,895
2521320	0040000	\$4,895
2521320	0070000	\$11,964
2521320	0280000	\$8,634
2521320	0290000	\$8,456
2521320	0300000	\$11,797
2521320	0310000	\$11,653
2528117	0010000	\$14,261
2528117	0020000	\$10,439
2528117	0030000	\$11,448
2528117	0040000	\$6,948
2528117	0050000	\$6,820
2528117	0060000	\$15,636
2528117	0070000	\$7,003
2528117	0080000	\$10,667
2528117	0090000	\$13,456
2528117	0100000	\$7,110
2528117	0140000	\$6,138
2528117	0150000	\$7,109
2528117	0160000	\$6,655
2528117	0170000	\$2,405
2528117	0180000	\$17,610
2528117	0190000	\$9,032
2528117	0210000	\$2,588
2528117	0220000	\$3,823
2528117	0230000	\$4,100
2528117	0240000	\$2,325
2528117	0250000	\$1,596

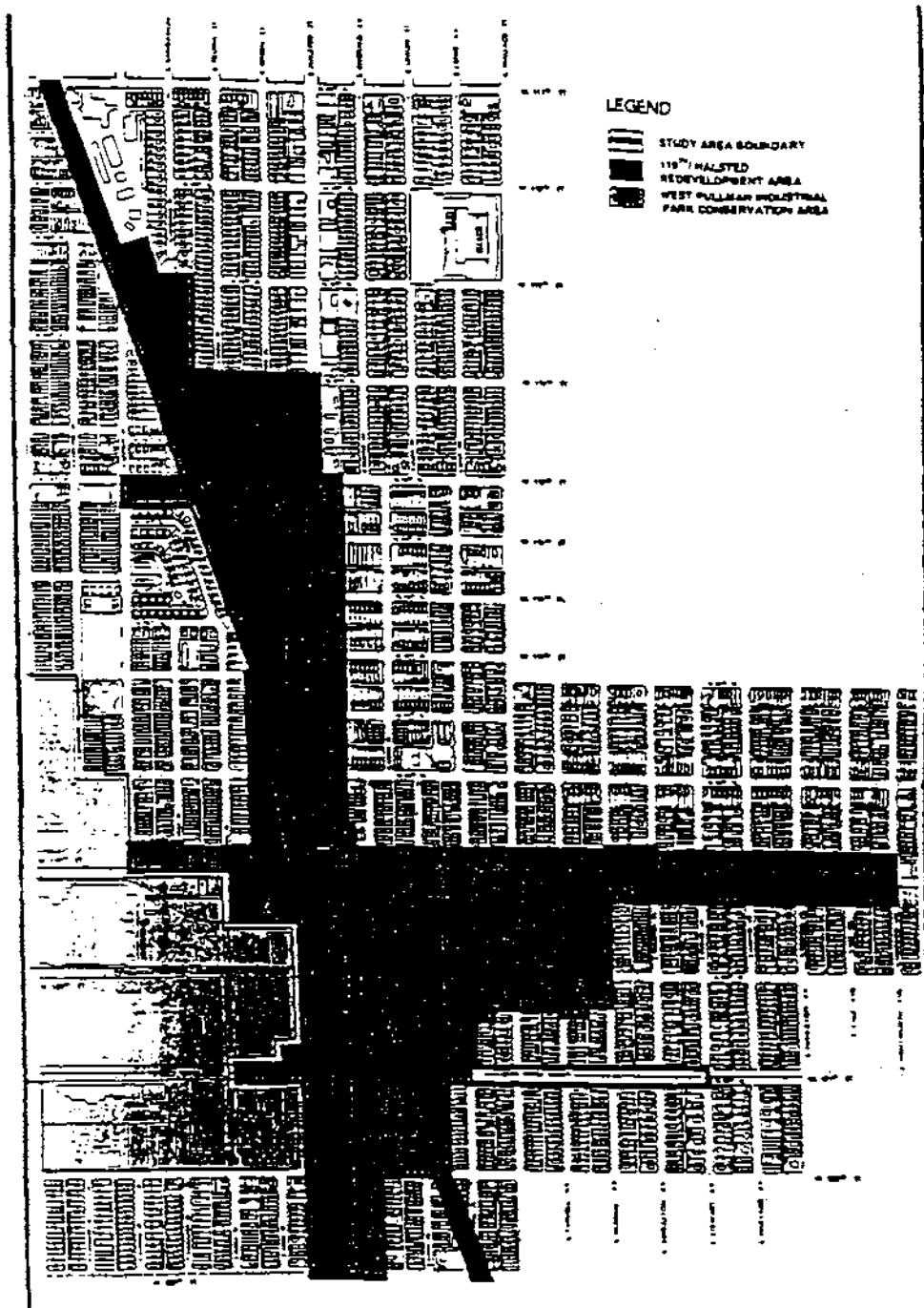
Appendix "D".
 (To 119th And Halsted Tax Increment Financing
 Redevelopment Plan And Project)

*Initial Equalized Assessed Value (E.A.V.) Of Property Within
 The 119th And Halsted Redevelopment Project Area.*
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Block	PIN	1999 EAV
2528117	0260000	\$3.047
2528117	0270000	\$10.391
2528117	0280000	\$2.273
2528117	0290000	\$2.431
2528117	0300000	\$9.091
2528117	0350000	\$10.368
2528117	0360000	\$18.227
2528117	0370000	\$12.196
2528117	0380000	\$15.118
2528118	0010000	\$2.764
2528118	0020000	\$2.282
2528118	0030000	\$2.282
2528118	0070000	\$2.154
2528118	0080000	\$2.097
2528118	0090000	\$1.857
2528118	0100000	\$3.601
2528118	0110000	\$1.337
2528118	0160000	\$2.446
2528118	0130000	\$3.803
2528118	0340000	\$3.432
2528118	0350000	\$3.452
2528110	0010000	\$4.217
2528110	0020000	\$1.976
2528110	0030000	\$4.217
2528110	0040000	\$13.084
2528110	0050000	\$6.579
2528110	0060000	\$8.615
2528110	0070000	EX
2528110	0080000	\$2.446
2528110	0090000	\$9.190
2528110	0100000	\$11.709
2528110	0110000	\$12.970
2528110	0120000	\$11.219
2528110	0130000	\$2.446
2528110	0140000	\$11.178
2528110	0150000	\$9.941
2528110	0160000	\$14.142
2528110	0170000	\$9.658
2528110	0180000	\$9.404
2528110	0190000	\$4.459
2528110	0200000	\$2.262
2528110	0210000	\$1.976
2528110	0220000	\$6.346
2528110	0230000	\$1.949
2528110	0240000	EX
2528110	0300000	\$2.446
2528110	0310000	\$2.446

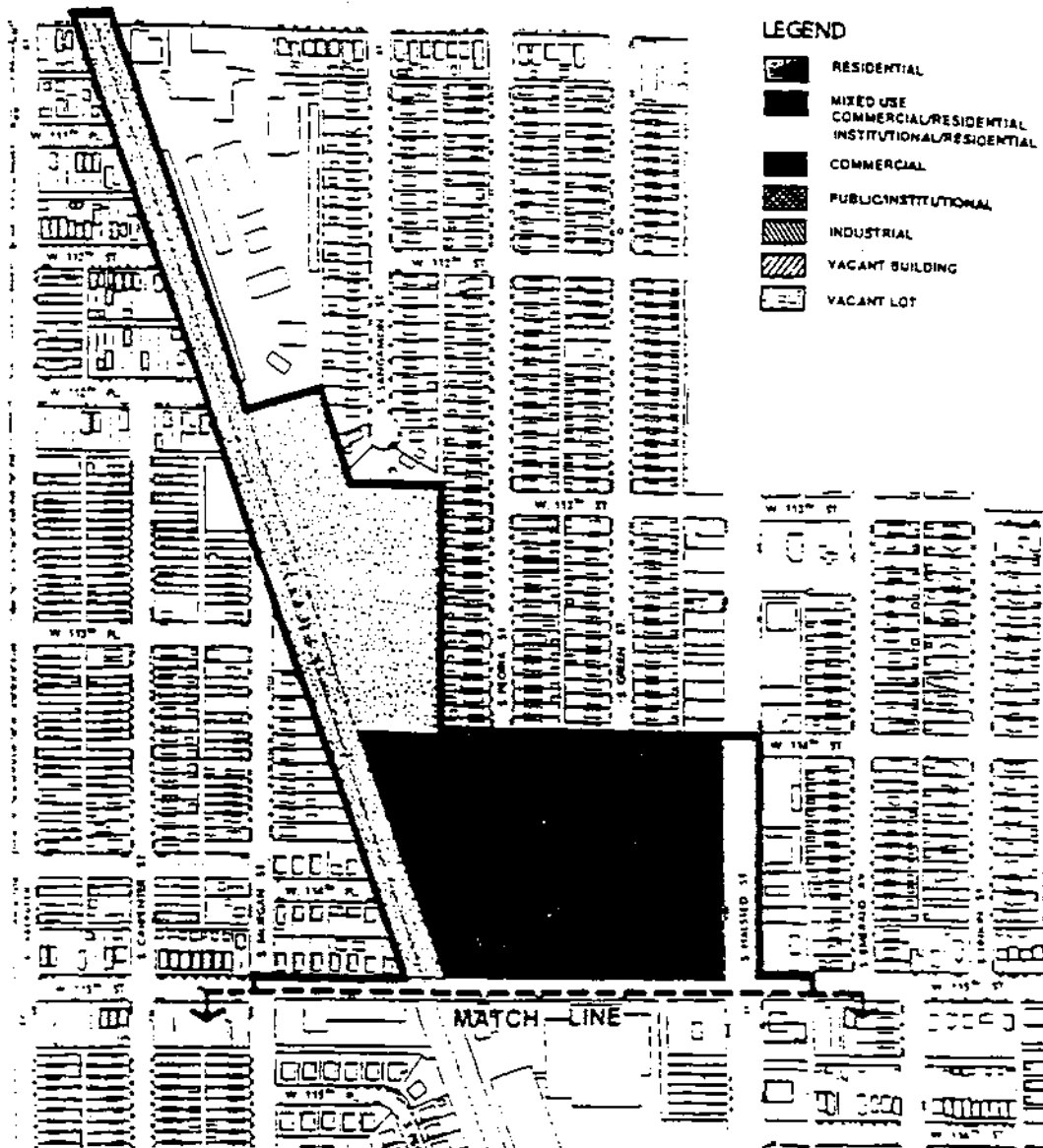
Appendix "D".
(To 119th And Halsted Tax Increment Financing
Redevelopment Plan And Project)

Initial Equalized Assessed Value (E.A.V.) Of Property Within
The 119th And Halsted Redevelopment Project Area.
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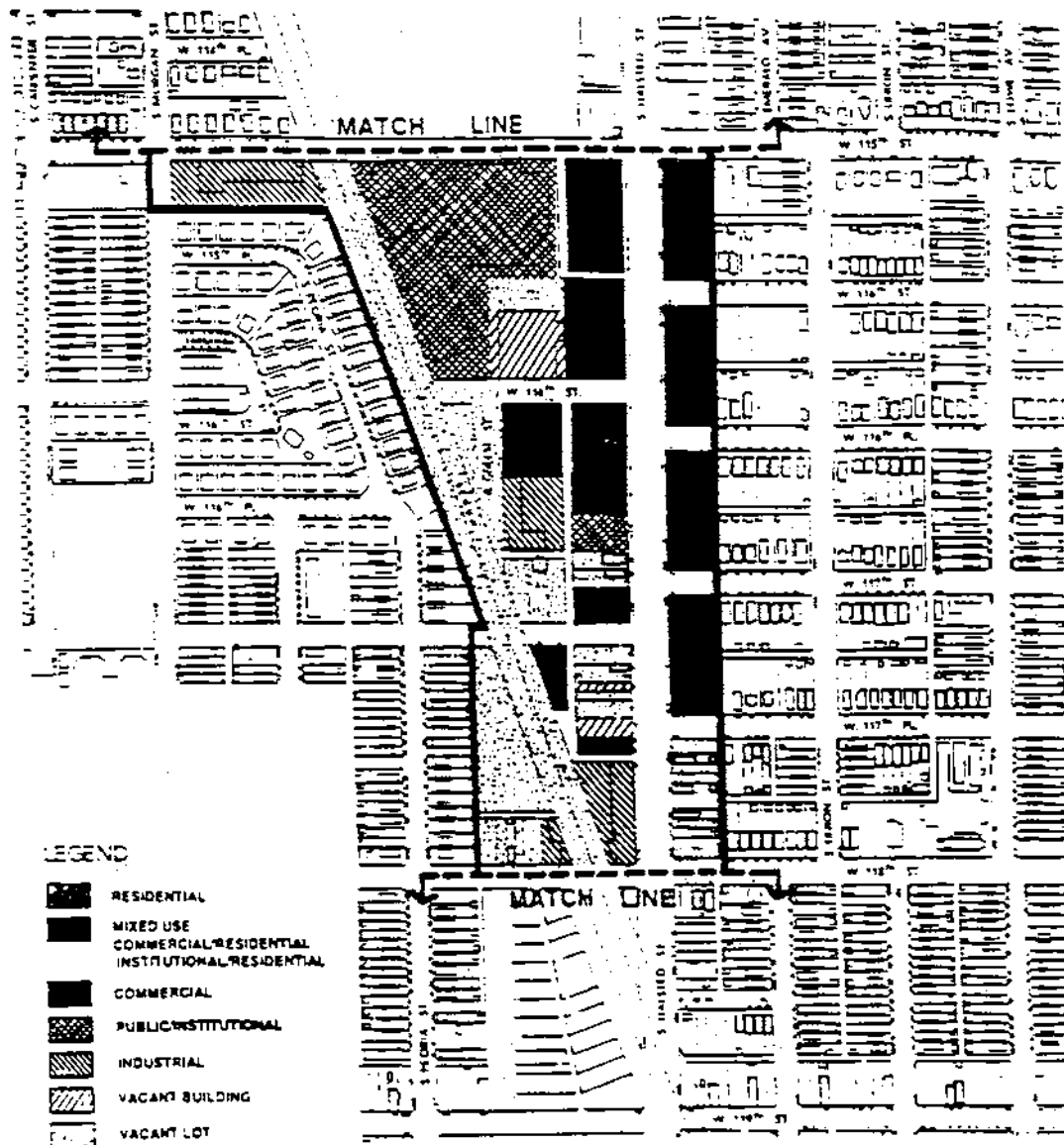
Appendix "A" - Figure 2.
(To 119th And Halsted Tax Increment Financing
Redevelopment Plan And Project)

Redevelopment Area Designations.



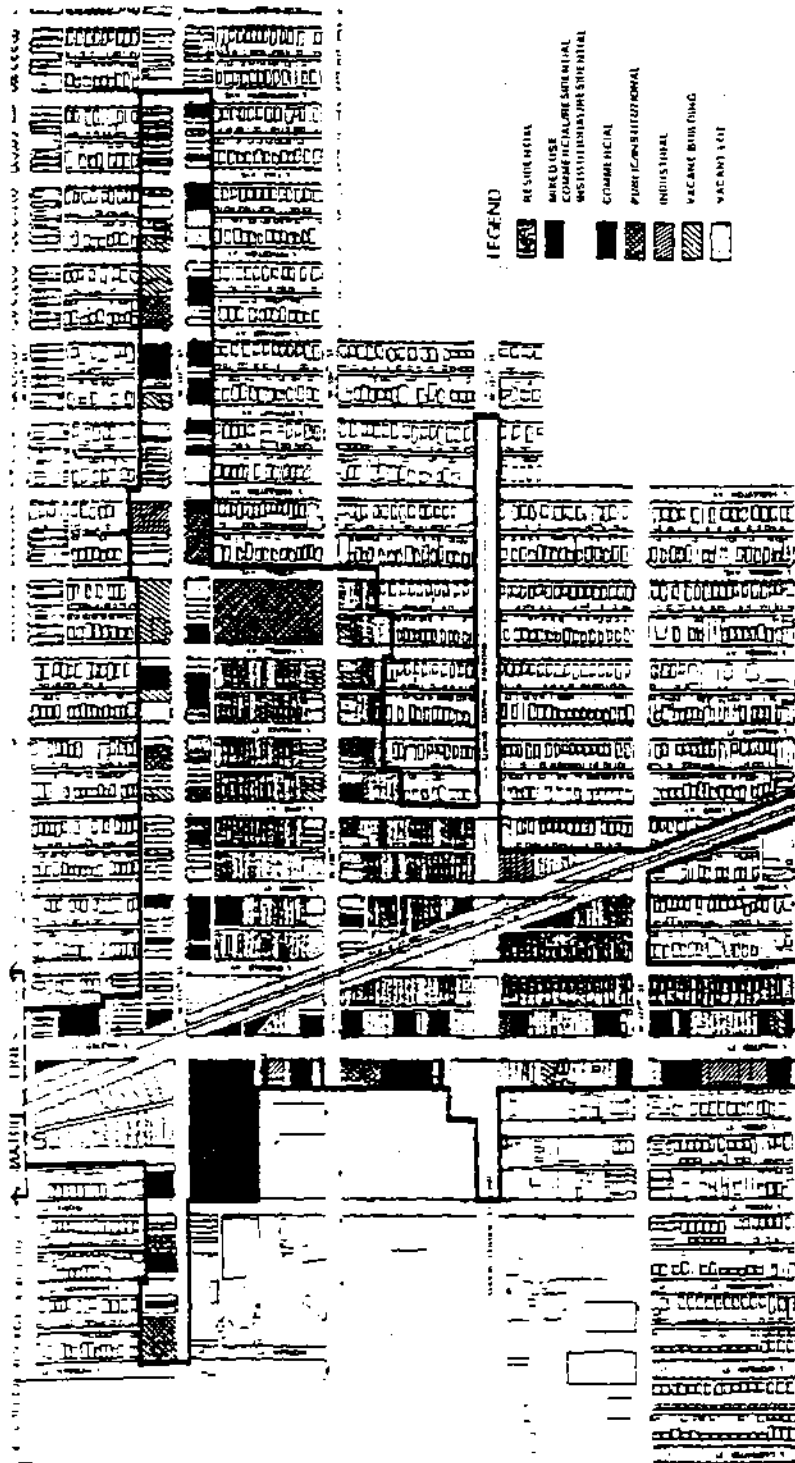
Appendix "A" - Figure 3.
(To 119th And Halsted Tax Increment Financing
Redevelopment Plan And Project)

Existing Land-Use.
(Map 1 of 3)



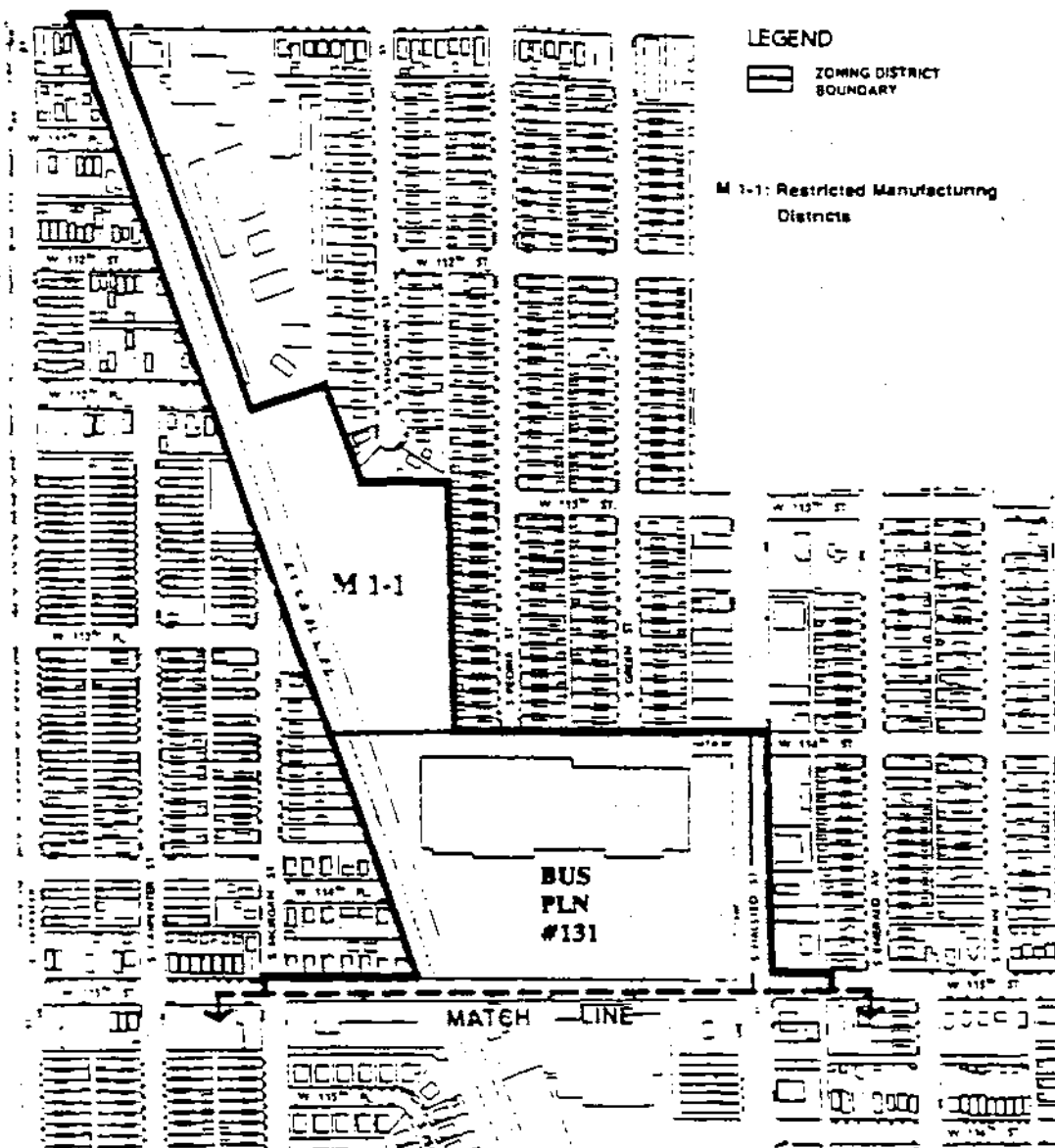
Appendix "A" -- Figure 3.
(To 119th And Halsted Tax Increment Financing
Redevelopment Plan And Project)

Existing Land-Use.
(Map 2 of 3)



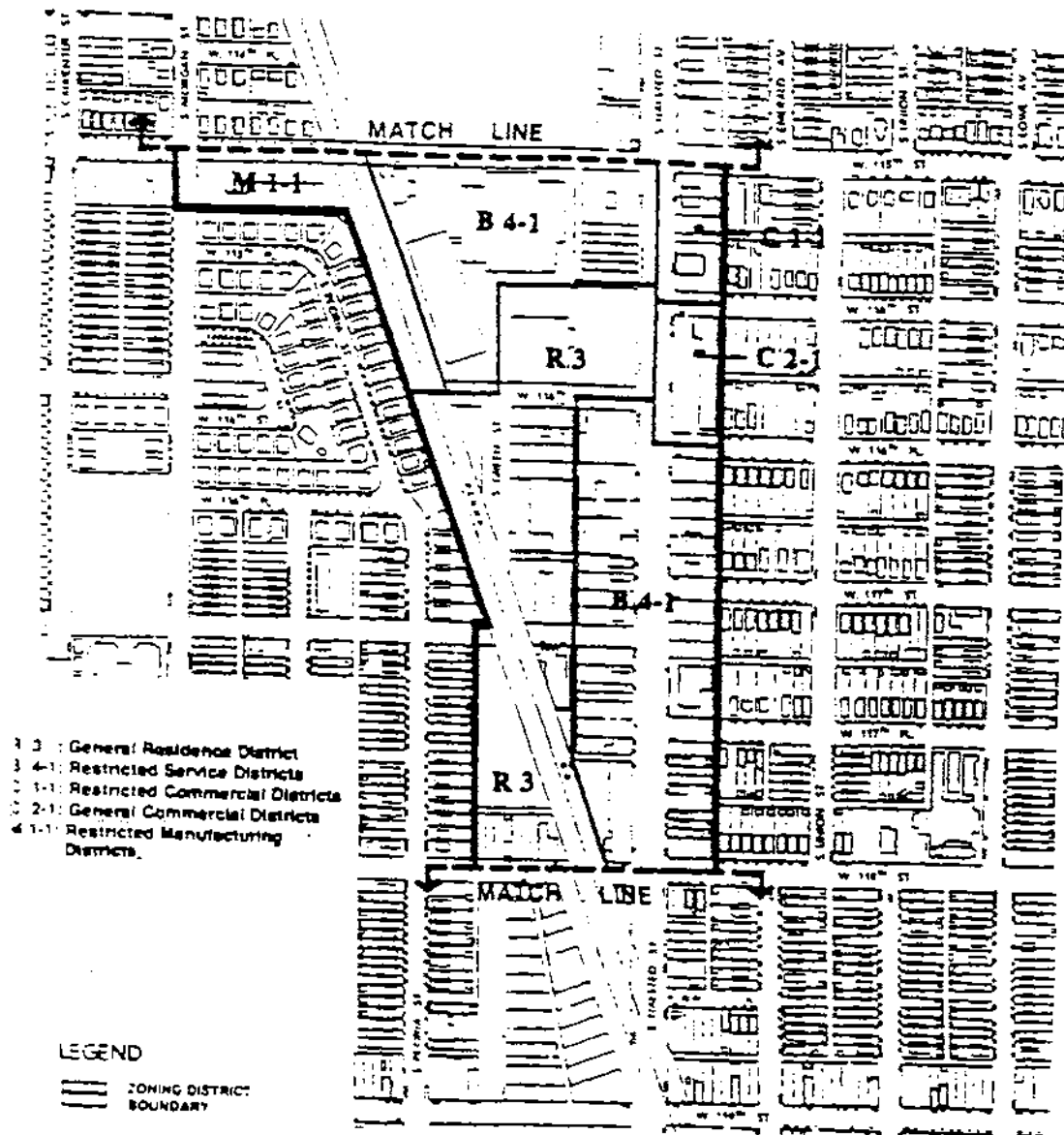
Appendix "A" -- Figure 3.
(To 119th And Halsted Tax Increment Financing
Redevelopment Plan And Project)

Existing Land-Use.
(Map 3 of 3)



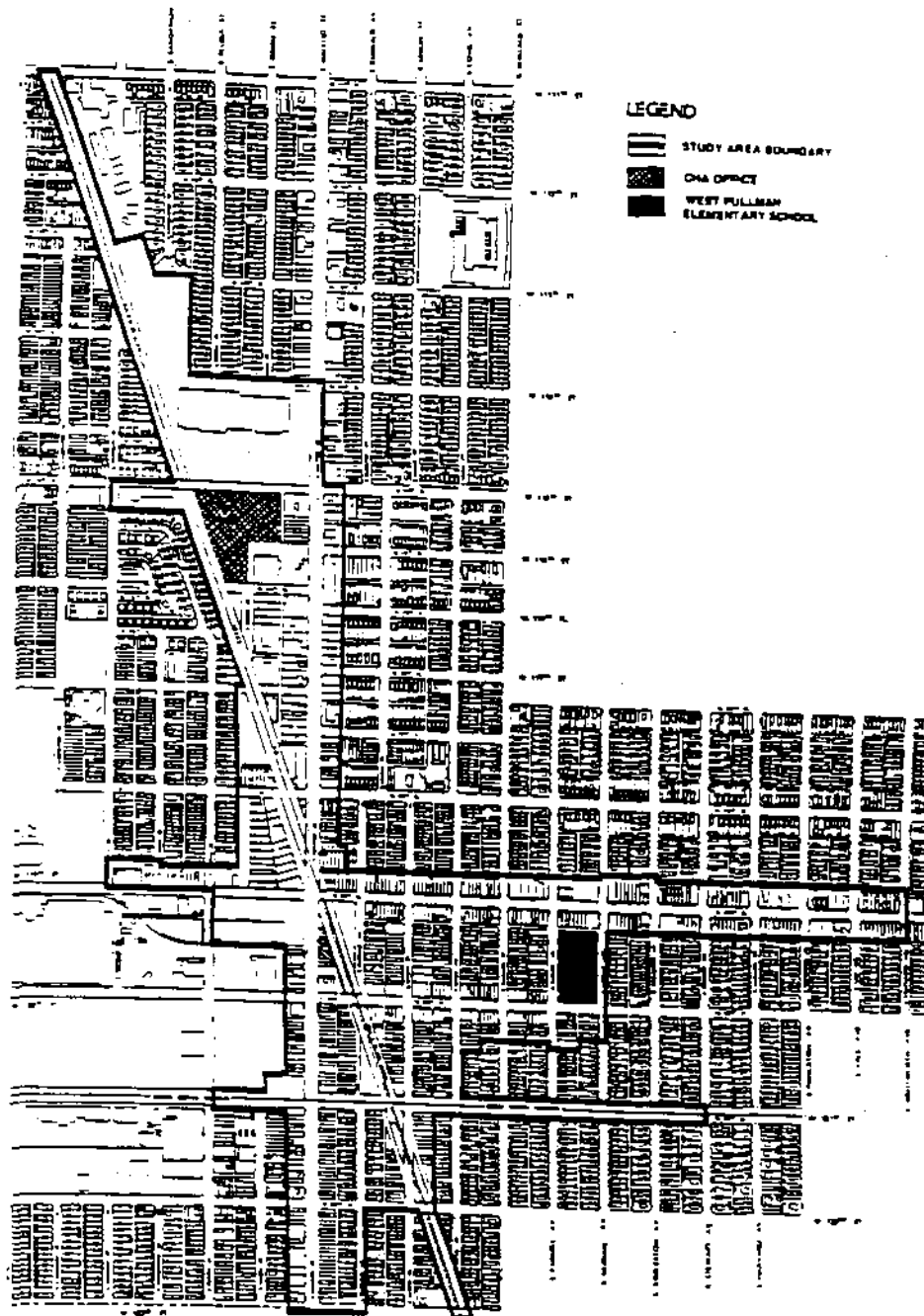
Appendix "A" - Figure 4.
 (To 119th And Halsted Tax Increment Financing
 Redevelopment Plan And Project)

Existing Zoning.
 (Map 1 of 3)



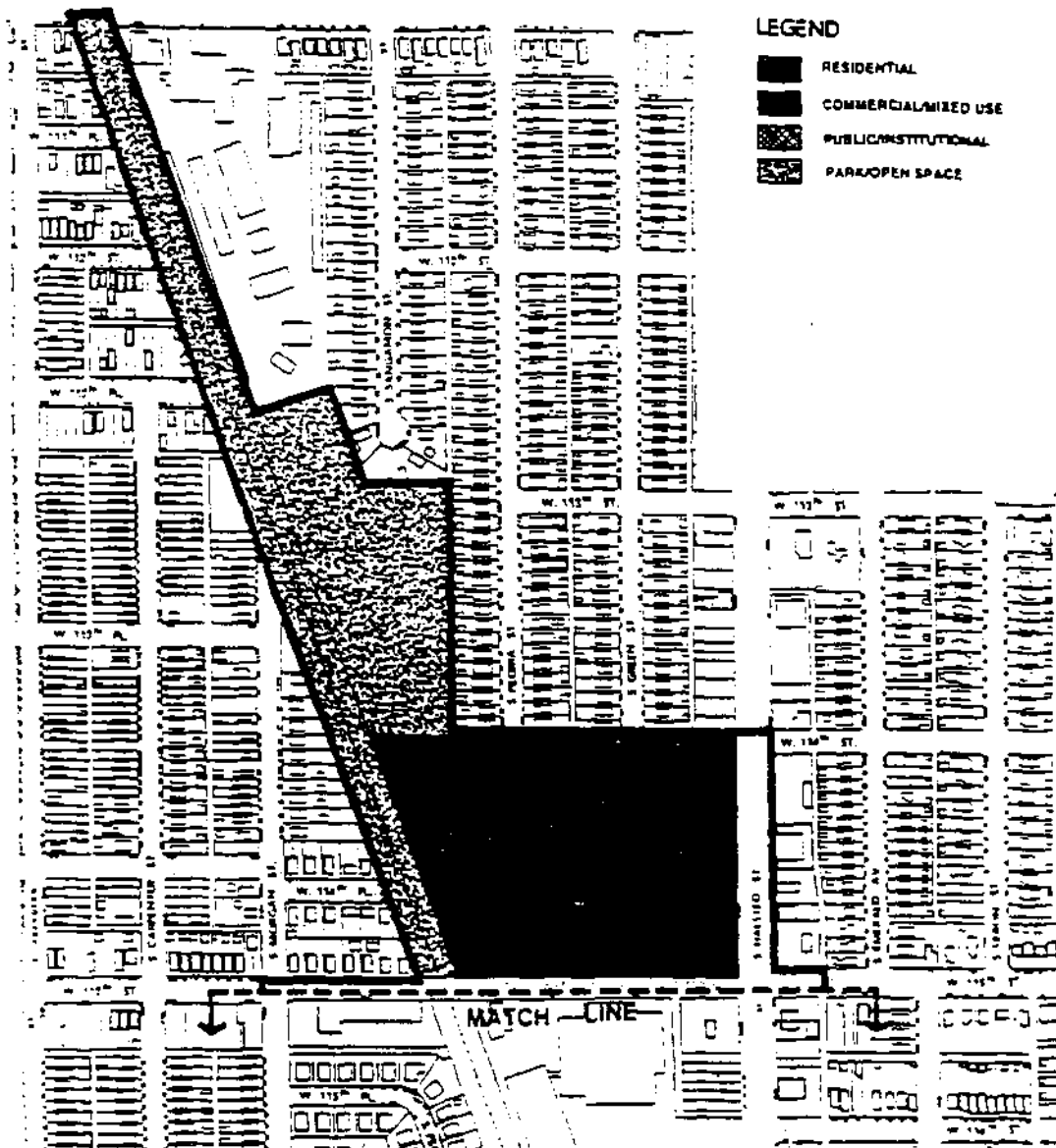
Appendix "A" - Figure 4.
(To 119th And Halsted Tax Increment Financing
Redevelopment Plan And Project)

Existing Zoning.
(Map 3 of 3)



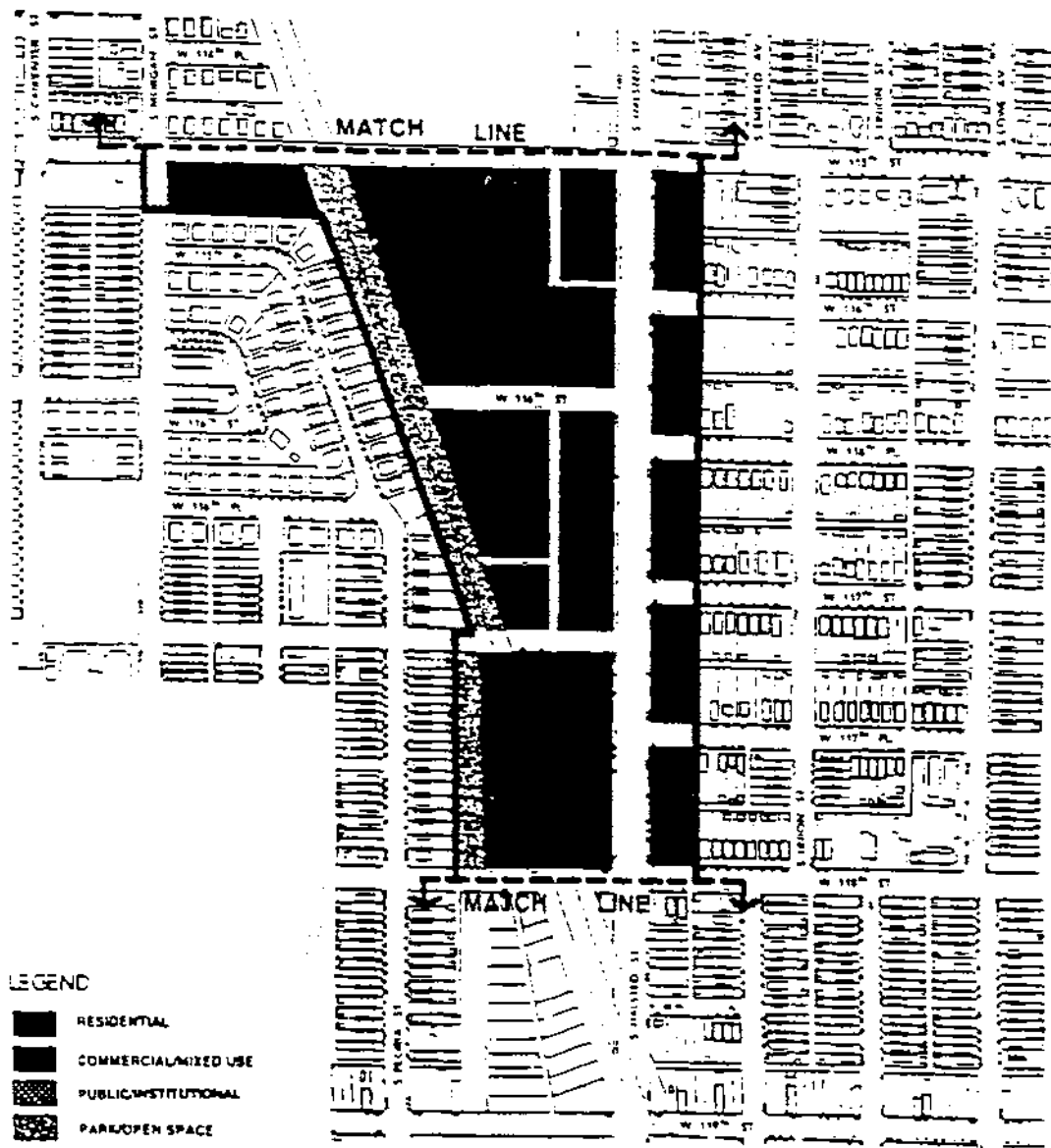
Appendix "A" -- Figure 5.
(To 119th And Halsted Tax Increment Financing
Redevelopment Plan And Project)

Public Facilities Map.



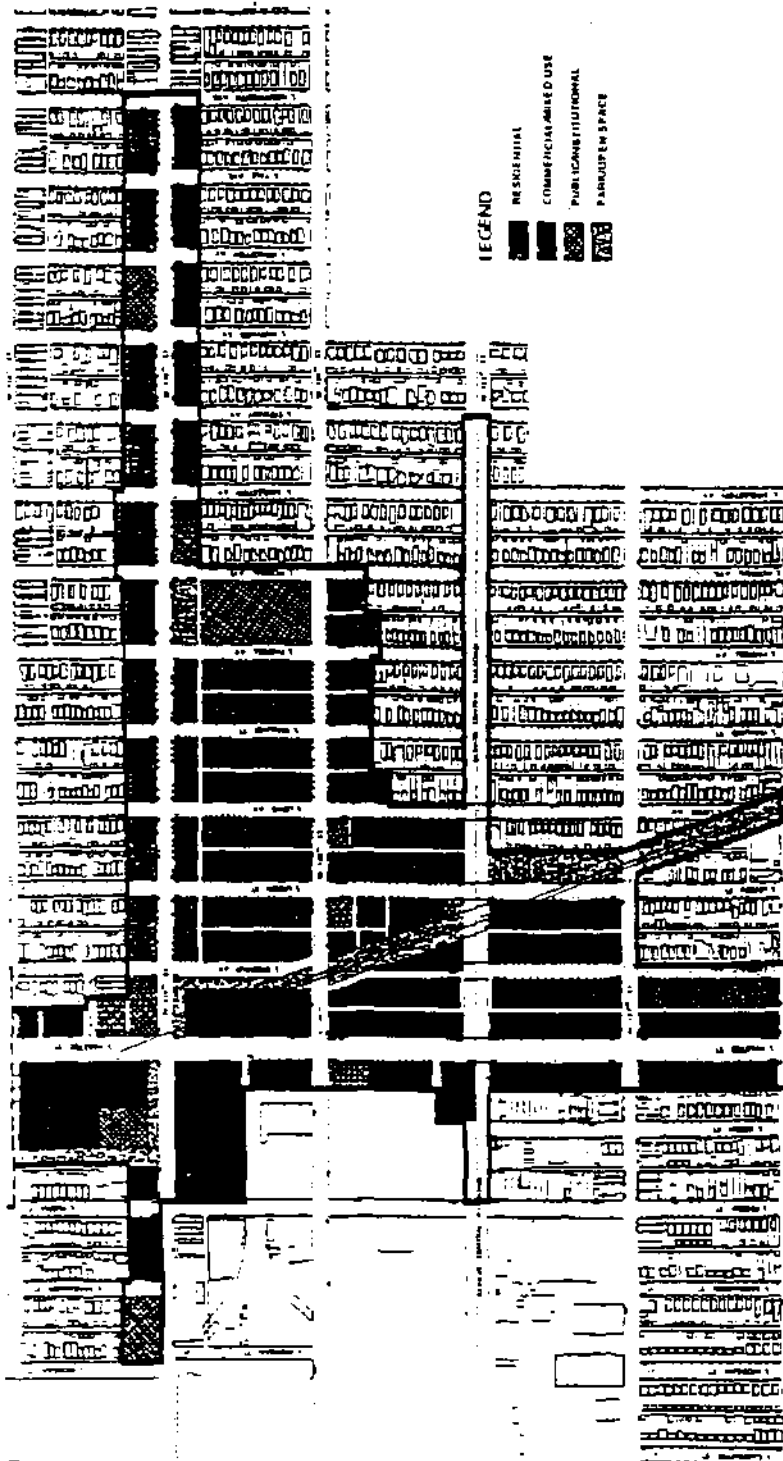
Appendix "A" - Figure 6.
(To 119th And Halsted Tax Increment Financing
Redevelopment Plan And Project)

General Land-Use Plan.
(Map 1 of 3)



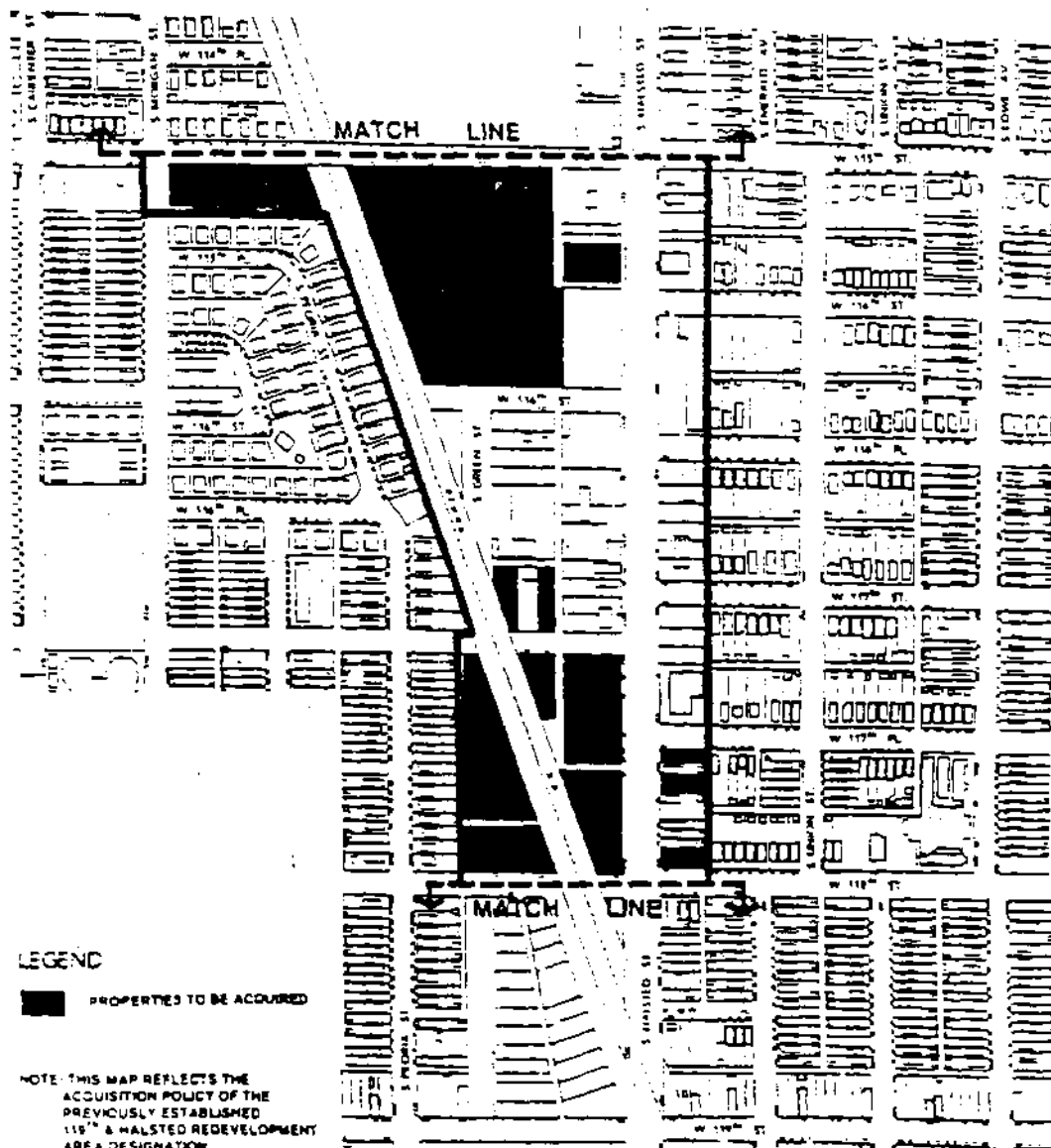
Appendix "A" - Figure 6.
(To 119th And Halsted Tax Increment Financing
Redevelopment Plan And Project)

General Land-Use Plan.
(Map 2 of 3)



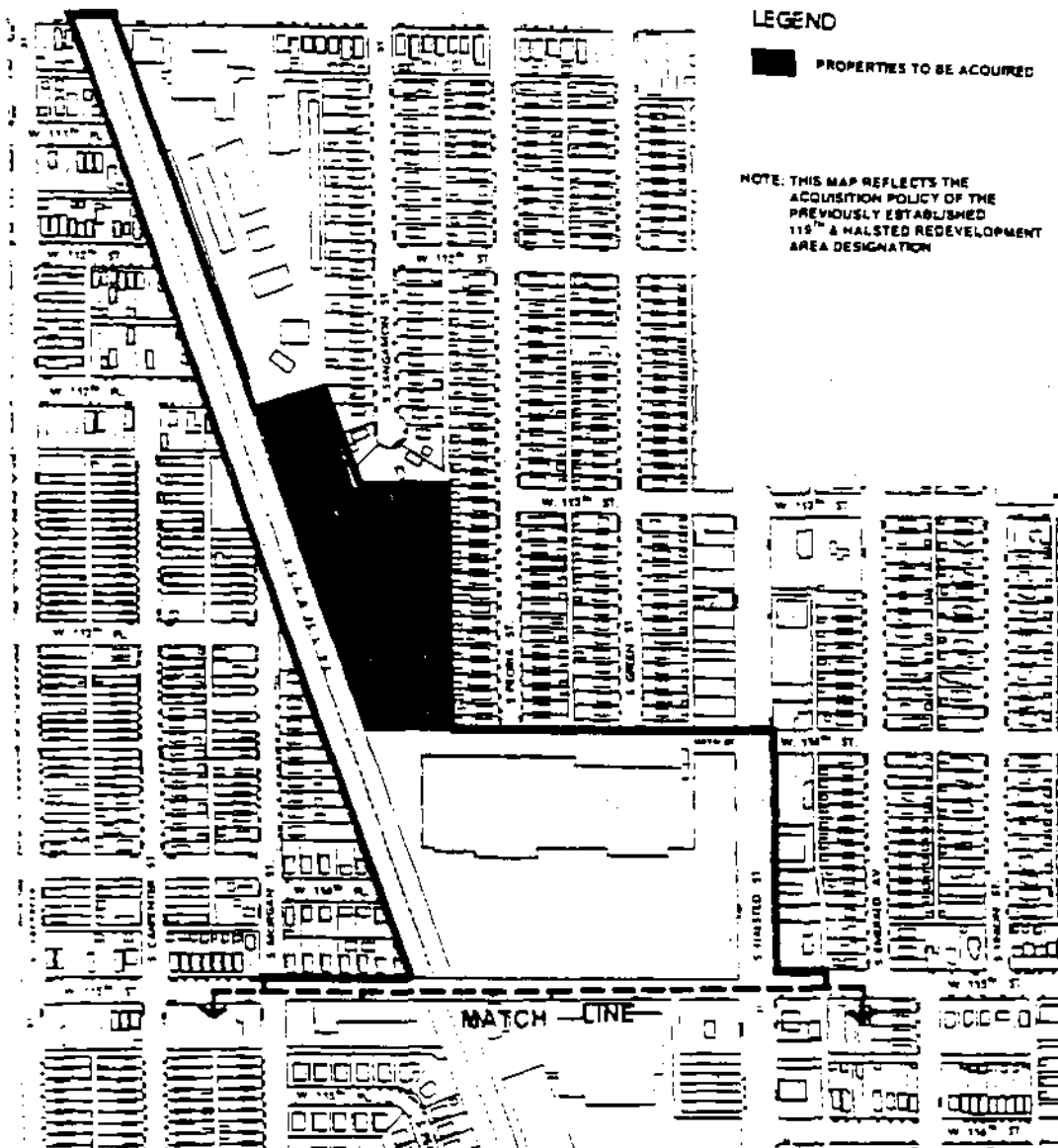
Appendix "A" - Figure 6.
(To 119th And Halsted Tax Increment Financing
Redevelopment Plan And Project)

General Land-Use Plan.
(Map 3 of 3)



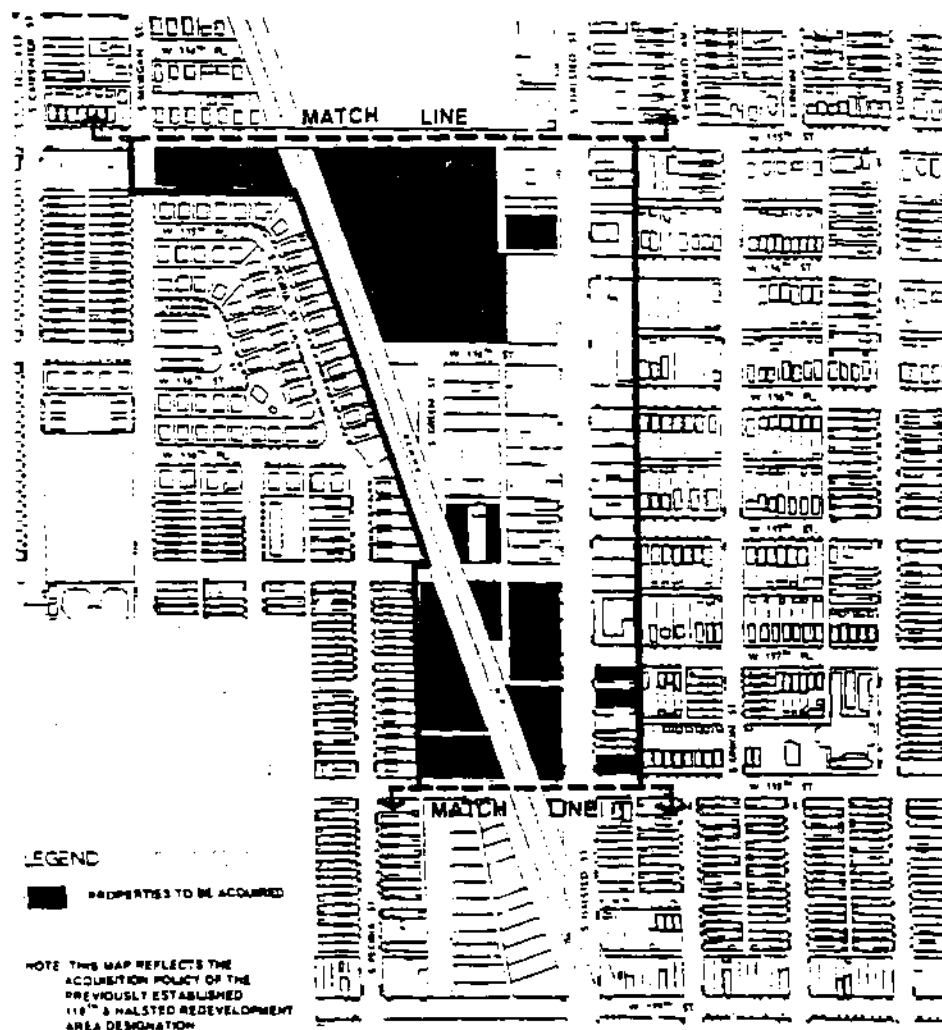
Appendix "A" - Figure 7.
(To 119th And Halsted Tax Increment Financing
Redevelopment Plan And Project)

Acquisition Map.
(Map 1 of 3)



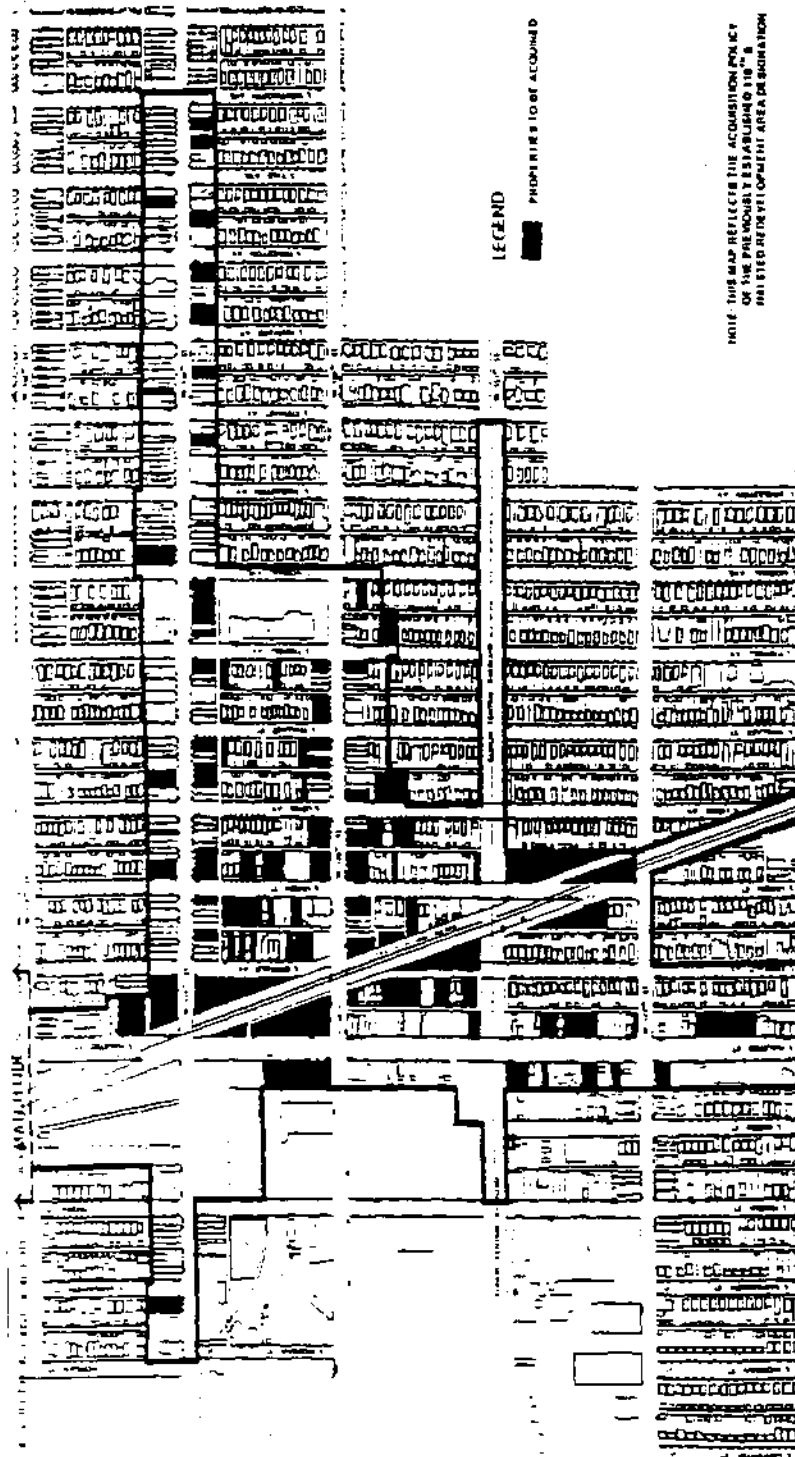
Appendix "A" – Figure 7.
(To 119th And Halsted Tax Increment Financing
Redevelopment Plan And Project)

Acquisition Map.
(Map 2 of 3)



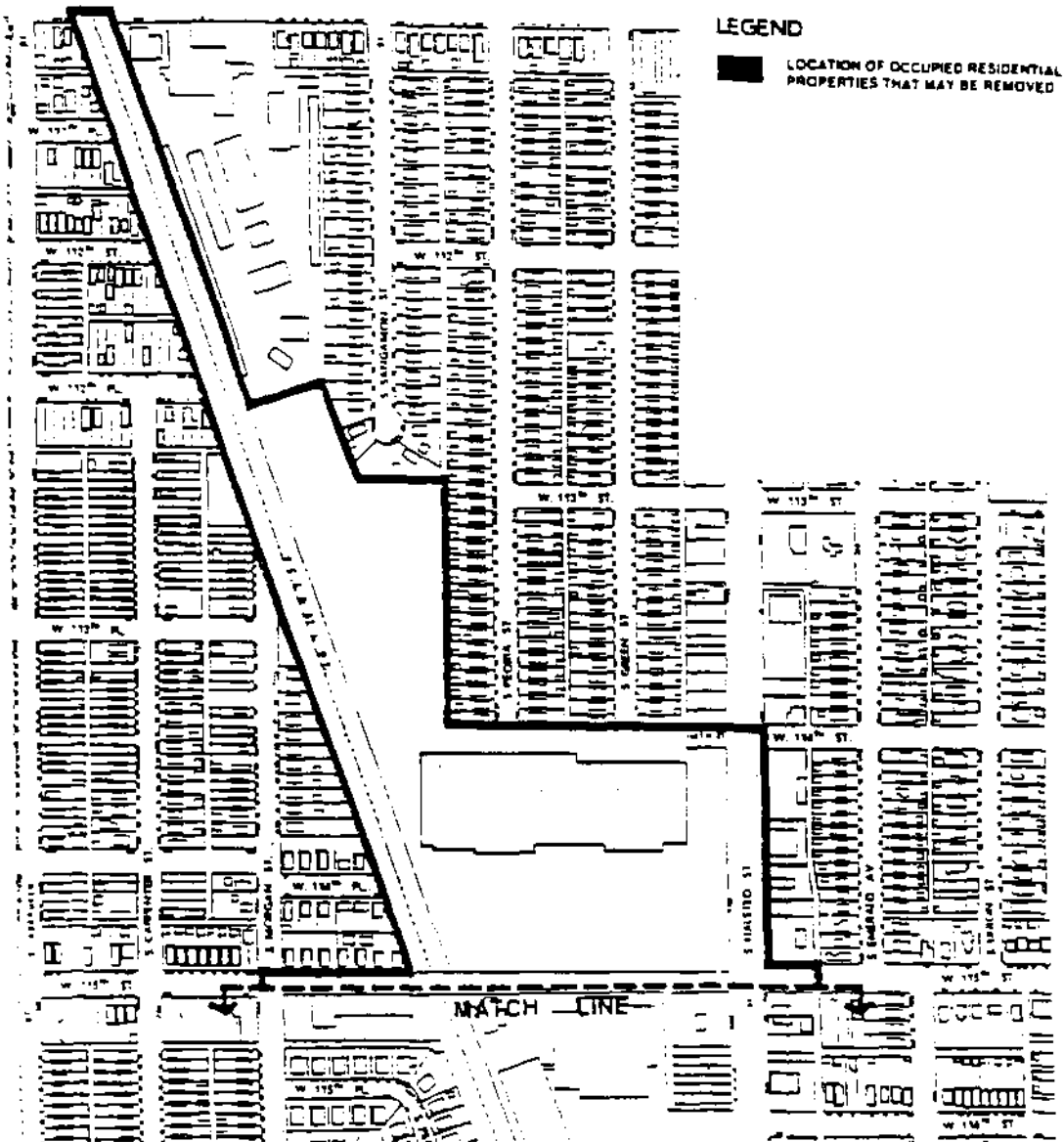
Appendix "A" - Figure 7.
(To 119th And Halsted Tax Increment Financing
Redevelopment Plan And Project)

Acquisition Map.
(Map 3 of 3)

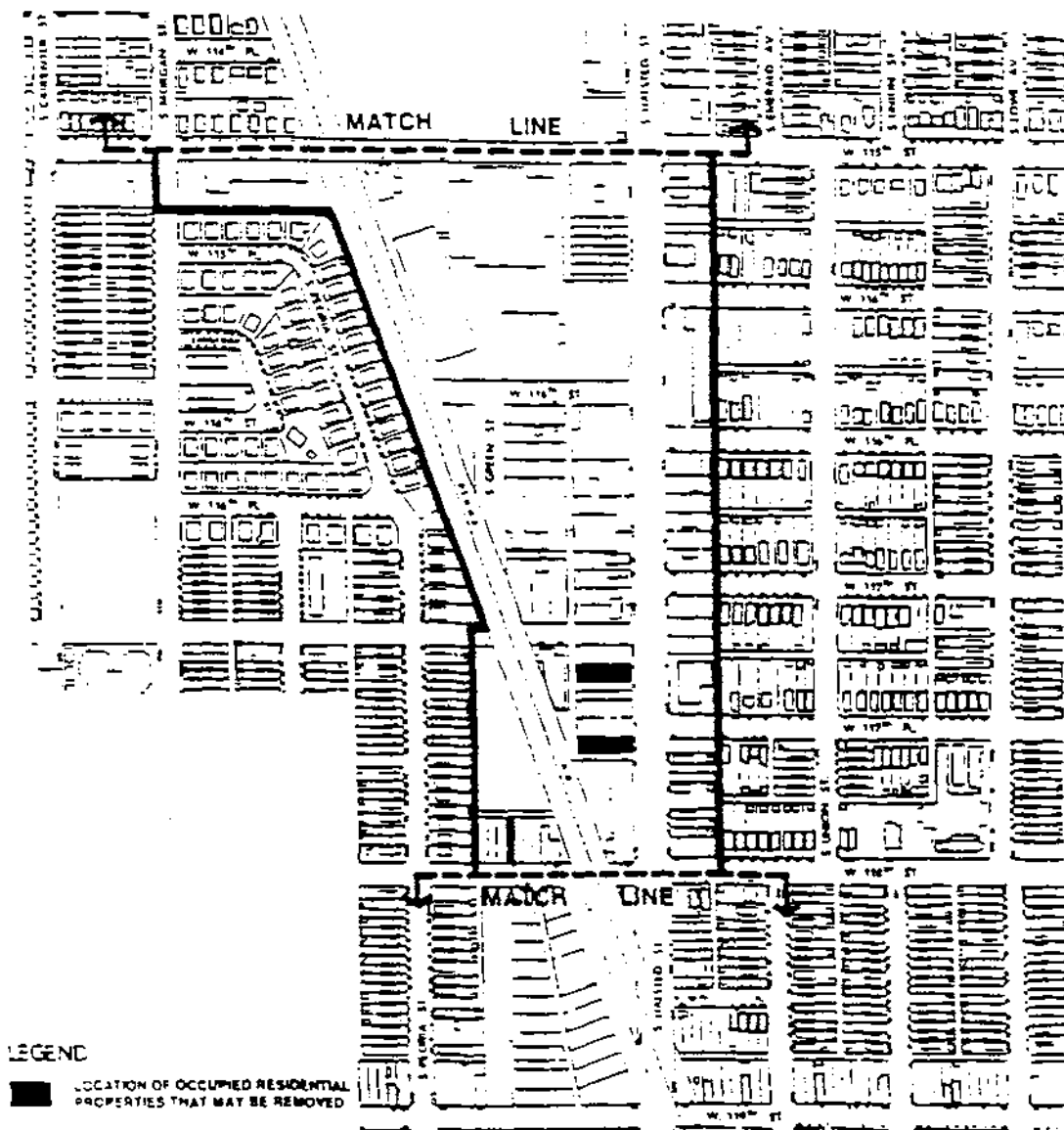


Appendix "A" -- Figure 8.
(To 119th And Halsted Tax Increment Financing
Redevelopment Plan And Project)

*Location Of Occupied Residential Properties
That May Be Removed.
(Page 1 of 3)*

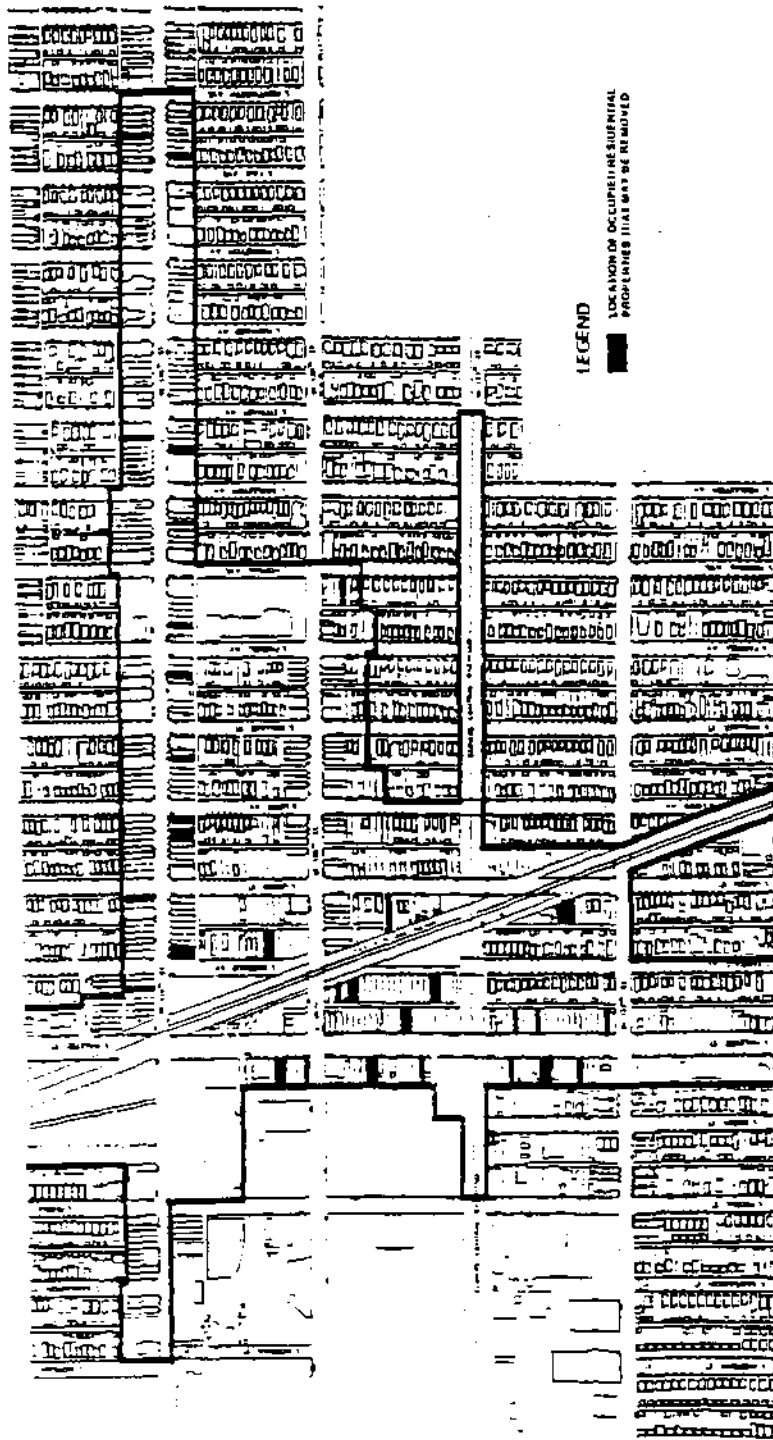


*Location Of Occupied Residential Properties
That May Be Removed.
(Page 2 of 3)*



Appendix "A" - Figure 8.
(To 119th And Halsted Tax Increment Financing
Redevelopment Plan And Project)

*Location Of Occupied Residential Properties
That May Be Removed.*
(Page 3 of 3)



Appendix "A" – Table 9.
 (To 119th And Halsted Tax Increment Financing
 Redevelopment Plan And Project)

Land Acquisition By Parcel Identification Number And Address.
 (Page 1 of 6)

Parcel Identification Number	Parcel Address	City	State	Zip Code
25-20-210-043-0000	11239 S. Morgan St.	Chicago	IL	60628
25-20-210-037-0000	11233 S. Sangamon St.	Chicago	IL	60628
25-20-216-037-0000	11236 S. Morgan St.	Chicago	IL	60628
25-20-404-001-0000	955 W. 115th St.	Chicago	IL	60628
25-20-404-007-0000	11501 S. Green St.	Chicago	IL	60629
25-20-404-108-0000	11513 S. Green St.	Chicago	IL	60628
25-20-404-020-0000	11533 S. Peoria St.	Chicago	IL	60628
25-20-404-021-0000	11529 S. Peoria St.	Chicago	IL	60629
25-20-404-022-0000	11543 S. Peoria St.	Chicago	IL	60628
25-20-404-023-0000	11549 S. Peoria St.	Chicago	IL	60628
25-20-404-024-0000	11553 S. Peoria St.	Chicago	IL	60628
25-20-404-025-0000	11559 S. Peoria St.	Chicago	IL	60628
25-20-404-043-0000	11520 S. Halsted St.	Chicago	IL	60628
25-20-404-044-0000	11522 S. Halsted St.	Chicago	IL	60629
25-20-404-045-0000	11526 S. Halsted St.	Chicago	IL	60628
25-20-404-046-0000	11528 S. Halsted St.	Chicago	IL	60628
25-20-404-107-0000	11513 S. Green St.	Chicago	IL	60628
25-20-412-006-0000	830 W. 117th St.	Chicago	IL	60628
25-20-412-008-0000	820 W. 117th St.	Chicago	IL	60628
25-20-418-034-0000	823 W. 117th St.	Chicago	IL	60628
25-20-418-035-0000	11700 S. Halsted St.	Chicago	IL	60628
25-20-418-036-0000	11706 S. Halsted St.	Chicago	IL	60628
25-20-418-037-0000	11710 S. Halsted St.	Chicago	IL	60628
25-20-418-038-0000	11712 S. Halsted St.	Chicago	IL	60628
25-20-418-039-0000	11716 S. Halsted St.	Chicago	IL	60628
25-20-418-048-0000	11720 S. Halsted St.	Chicago	IL	60629
25-20-418-049-0000	11724 S. Halsted St.	Chicago	IL	60628
25-20-418-050-0000	800 W. 118th St.	Chicago	IL	60629
25-20-418-051-0000	11756 S. Halsted St.	Chicago	IL	60628
25-20-418-025-0000	844 W. 118th St.	Chicago	IL	60628
25-20-418-026-0000	840 W. 118th St.	Chicago	IL	60628
25-20-418-027-0000	838 W. 118th St.	Chicago	IL	60628
25-20-418-028-0000	834 W. 118th St.	Chicago	IL	60628
25-20-418-029-0000	832 W. 118th St.	Chicago	IL	60628
25-20-418-030-0000	830 W. 118th St.	Chicago	IL	60629
25-20-418-031-0000	828 W. 118th St.	Chicago	IL	60629
25-20-418-032-0000	826 W. 118th St.	Chicago	IL	60628
25-20-418-033-0000	822 W. 118th St.	Chicago	IL	60628
25-20-418-023-0000	843 W. 117th St.	Chicago	IL	60628
25-20-420-034-0000	940 W. 119th St.	Chicago	IL	60628
25-20-420-035-0000	936 W. 119th St.	Chicago	IL	60628
25-20-420-036-0000	934 W. 119th St.	Chicago	IL	60628
25-28-111-001-0000	661 W. 120th St.	Chicago	IL	60628
25-28-111-005-0000	12013 S. Lowe Ave.	Chicago	IL	60628
25-28-111-006-0000	12017 S. Lowe Ave.	Chicago	IL	60628
25-28-111-007-0000	12019 S. Lowe Ave.	Chicago	IL	60628
25-28-111-008-0000	12021 S. Lowe Ave.	Chicago	IL	60628
25-28-111-009-0000	12025 S. Lowe Ave.	Chicago	IL	60628
25-28-112-024-0000	837 W. 120th St.	Chicago	IL	60628

Appendix "A" – Table 9.
 (To 119th And Halsted Tax Increment Financing
 Redevelopment Plan And Project)

Land Acquisition By Parcel Identification Number And Address.
 (Page 2 of 6)

Parcel Identification Number	Parcel Address	City	State	Zip Code
25-28-113-009-0000	12017 S. Parnell Ave.	Chicago	IL	60628
25-28-113-010-0000	12019 S. Parnell Ave.	Chicago	IL	60628
25-28-113-026-0000	12006 S. Parnell Ave.	Chicago	IL	60628
25-28-113-027-0000	12010 S. Normal Ave.	Chicago	IL	60628
25-21-328-001-0000	757 W. 118th Plc.	Chicago	IL	60628
25-21-328-002-0000	755 W. 118th Plc.	Chicago	IL	60628
25-21-328-003-0000	753 W. 118th Plc.	Chicago	IL	60628
25-21-328-004-0000	749 W. 118th Plc.	Chicago	IL	60628
25-21-328-005-0000	747 W. 118th Plc.	Chicago	IL	60628
25-21-328-006-0000	743 W. 118th Plc.	Chicago	IL	60628
25-21-328-011-0000	750 W. 119th St.	Chicago	IL	60628
25-21-328-012-0000	748 W. 119th St.	Chicago	IL	60628
25-21-328-013-0000	744 W. 119th St.	Chicago	IL	60628
25-21-328-014-0000	742 W. 119th St.	Chicago	IL	60628
25-21-328-015-0000	740 W. 119th St.	Chicago	IL	60628
25-21-328-016-0000	738 W. 119th St.	Chicago	IL	60628
25-21-328-020-0000	736 W. 119th St.	Chicago	IL	60628
25-21-328-019-0000	734 W. 119th St.	Chicago	IL	60628
25-21-330-045-0000	658 W. 119th St.	Chicago	IL	60628
25-21-330-037-0000	652 W. 119th St.	Chicago	IL	60628
25-21-330-042-0000	642 W. 119th St.	Chicago	IL	60628
25-21-331-030-0000	618 W. 119th St.	Chicago	IL	60628
25-21-331-031-0000	616 W. 119th St.	Chicago	IL	60628
25-21-331-032-0000	614 W. 119th St.	Chicago	IL	60628
25-29-202-004-0000	11932 S. Halsted St.	Chicago	IL	60628
25-29-202-005-0000	11934 S. Halsted St.	Chicago	IL	60628
25-29-202-006-0000	11942 S. Halsted St.	Chicago	IL	60628
25-29-202-007-0000	11944 S. Halsted St.	Chicago	IL	60628
25-29-202-008-0000	11948 S. Halsted St.	Chicago	IL	60628
25-29-202-009-0000	11950 S. Halsted St.	Chicago	IL	60628
25-29-202-010-0000	11954 S. Halsted St.	Chicago	IL	60628
25-29-202-011-0000	11956 S. Halsted St.	Chicago	IL	60628
25-29-210-042-0000	12100 S. Halsted St.	Chicago	IL	60628
25-29-210-023-0000	12104 S. Halsted St.	Chicago	IL	60628
25-29-210-024-0000	12108 S. Halsted St.	Chicago	IL	60628
25-29-210-027-0000	12116 S. Halsted St.	Chicago	IL	60628
25-29-210-032-0000	12134 S. Halsted St.	Chicago	IL	60628
25-29-210-033-0000	12138 S. Halsted St.	Chicago	IL	60628
25-29-210-036-0000	12144 S. Halsted St.	Chicago	IL	60628
25-29-210-037-0000	12146 S. Halsted St.	Chicago	IL	60628
25-29-218-019-0000	12200 S. Halsted St.	Chicago	IL	60628
25-29-218-020-0000	12202 S. Halsted St.	Chicago	IL	60628
25-29-218-021-0000	12204 S. Halsted St.	Chicago	IL	60628
25-28-124-006-0000	12219 S. Halsted St.	Chicago	IL	60628
25-28-124-009-0000	12221 S. Halsted St.	Chicago	IL	60628
25-28-124-010-0000	12223 S. Halsted St.	Chicago	IL	60628
25-28-124-011-0000	12227 S. Halsted St.	Chicago	IL	60628
25-28-124-012-0000	12229 S. Halsted St.	Chicago	IL	60628
25-28-124-013-0000	12231 S. Halsted St.	Chicago	IL	60628

Appendix "A" – Table 9.
 (To 119th And Halsted Tax Increment Financing
 Redevelopment Plan And Project)

Land Acquisition By Parcel Identification Number And Address.
 (Page 3 of 6)

Parcel Identification Number	Parcel Address	City	State	Zip Code
25-28-124-014-0000	12233 S. Halsted St.	Chicago	IL	60628
25-28-124-015-0000	12235 S. Halsted St.	Chicago	IL	60628
25-28-124-016-0000	12239 S. Halsted St.	Chicago	IL	60628
25-28-124-017-0000	12241 S. Halsted St.	Chicago	IL	60628
25-28-108-019-0000	12055 S. Halsted St.	Chicago	IL	60628
25-28-108-020-0000	12002 S. Emerald Ave.	Chicago	IL	60628
25-28-108-025-0000	12018 S. Emerald Ave.	Chicago	IL	60628
25-28-108-026-0000	12020 S. Emerald Ave.	Chicago	IL	60628
25-28-108-027-0000	12022 S. Emerald Ave.	Chicago	IL	60628
25-28-108-028-0000	12026 S. Emerald Ave.	Chicago	IL	60628
25-28-108-029-0000	12028 S. Emerald Ave.	Chicago	IL	60628
25-28-108-030-0000	12030 S. Emerald Ave.	Chicago	IL	60628
25-28-108-031-0000	12032 S. Emerald Ave.	Chicago	IL	60628
25-28-108-033-0000	12040 S. Emerald Ave.	Chicago	IL	60628
25-28-108-034-0000	12042 S. Emerald Ave.	Chicago	IL	60628
25-28-108-035-0000	12044 S. Emerald Ave.	Chicago	IL	60680
25-28-108-038-0000	12050 S. Emerald Ave.	Chicago	IL	60628
25-28-108-039-0000	12052 S. Emerald Ave.	Chicago	IL	60628
25-28-108-040-0000	12054 S. Emerald Ave.	Chicago	IL	60628
25-28-109-002-0000	723 W. 120th St.	Chicago	IL	60628
25-28-109-003-0000	721 W. 120th St.	Chicago	IL	60628
25-28-109-004-0000	717 W. 120th St.	Chicago	IL	60628
25-28-109-008-0000	709 W. 120th St.	Chicago	IL	60628
25-28-109-009-0000	701 W. 120th St.	Chicago	IL	60628
25-28-109-011-0000	719 W. 120th St.	Chicago	IL	60628
25-28-109-010-0000	12045 S. Emerald Ave.	Chicago	IL	60628
25-28-109-017-0000	12026 S. Union Ave.	Chicago	IL	60628
25-28-109-018-0000	12028 S. Union Ave.	Chicago	IL	60628
25-28-109-001-0000	725 W. 120th St.	Chicago	IL	60628
25-28-116-007-0000	12117 S. Halsted St.	Chicago	IL	60628
25-28-116-008-0000	12119 S. Halsted St.	Chicago	IL	60628
25-28-116-009-0000	12123 S. Halsted St.	Chicago	IL	60628
25-28-116-011-0000	12127 S. Halsted St.	Chicago	IL	60628
25-28-116-012-0000	12129 S. Halsted St.	Chicago	IL	60628
25-28-116-013-0000	12133 S. Halsted St.	Chicago	IL	60628
25-28-116-014-0000	12135 S. Halsted St.	Chicago	IL	60628
25-28-116-015-0000	12137 S. Halsted St.	Chicago	IL	60628
25-28-116-016-0000	12139 S. Halsted St.	Chicago	IL	60628
25-28-116-023-0000	12157 S. Halsted St.	Chicago	IL	60628
25-21-334-033-0000	11857 S. Normal Av.	Chicago	IL	60628
25-21-334-025-0000	452 W. 119th St.	Chicago	IL	60628
25-21-422-022-0000	352 W. 119th St.	Chicago	IL	60628
25-21-424-033-0000	236 W. 119th St.	Chicago	IL	60628
25-28-200-005-0000	347 W. 119th St.	Chicago	IL	60628
25-28-200-006-0000	345 W. 119th St.	Chicago	IL	60628
25-28-201-001-0000	325 W. 119th St.	Chicago	IL	60628
25-28-201-002-0000	321 W. 119th St.	Chicago	IL	60628
25-28-201-003-0000	315 W. 119th St.	Chicago	IL	60628
25-28-201-006-0000	307 W. 119th St.	Chicago	IL	60628

Appendix "A" -- Table 9.
 (To 119th And Halsted Tax Increment Financing
 Redevelopment Plan And Project)

Land Acquisition By Parcel Identification Number And Address.
 (Page 4 of 6)

Parcel Identification Number	Parcel Address	City	State	Zip Code
25-28-201-009-0000	305 W. 119th St.	Chicago	IL	60628
25-28-201-010-0000	301 W. 119th St.	Chicago	IL	60628
25-28-202-002-0000	247 W. 119th St.	Chicago	IL	60628
25-28-203-004-0000	217 W. 119th St.	Chicago	IL	60628
25-28-203-005-0000	215 W. 119th St.	Chicago	IL	60628
25-28-203-007-0000	209 W. 119th St.	Chicago	IL	60628
25-28-203-008-0000	207 W. 119th St.	Chicago	IL	60628
25-28-104-007-0000	337 W. 119th St.	Chicago	IL	60628
25-28-104-008-0000	335 W. 119th St.	Chicago	IL	60628
25-28-104-024-0000	338 W. 120th St.	Chicago	IL	60628
25-28-104-025-0000	332 W. 120th St.	Chicago	IL	60628
25-28-104-026-0000	348 W. 120th St.	Chicago	IL	60628
25-28-104-027-0000	11914 S. Parnell Ave.	Chicago	IL	60628
25-28-104-034-0000	11936 S. Parnell Ave.	Chicago	IL	60628
25-28-104-043-0000	536 W. 120th St.	Chicago	IL	60628
25-28-104-044-0000	534 W. 120th St.	Chicago	IL	60628
25-28-105-002-0000	521 W. 119th St.	Dixmoor	IL	60628
25-28-105-004-0000	517 W. 119th St.	Chicago	IL	60628
25-28-105-005-0000	515 W. 119th St.	Chicago	IL	60628
25-28-105-006-0000	513 W. 119th St.	Chicago	IL	60628
25-28-105-007-0000	507 W. 119th St.	Chicago	IL	60628
25-28-105-008-0000	505 W. 119th St.	Chicago	IL	60628
25-28-107-007-0000	409 W. 119th St.	Chicago	IL	60628
25-28-107-008-0000	407 W. 119th St.	Chicago	IL	60628
25-28-100-006-0000	11925 S. Halsted St.	Chicago	IL	60628
25-28-100-017-0000	11923 S. Halsted St.	Chicago	IL	60628
25-28-100-013-0000	11939 S. Halsted St.	Chicago	IL	60628
25-28-100-019-0000	11937 S. Halsted St.	Chicago	IL	60628
25-28-100-018-0000	11945 S. Halsted St.	Chicago	IL	60628
25-28-100-016-0000	739 W. 119th St.	Chicago	IL	60628
25-28-100-011-0000	11957 S. Halsted St.	Chicago	IL	60628
25-28-100-002-0000	11921 S. Halsted St.	Chicago	IL	60628
25-28-100-001-0000	11911-11919 S. Halsted St.	Chicago	IL	60628
25-28-100-007-0000	11937 S. Halsted St.	Chicago	IL	60628
25-28-100-008-0000	11939 S. Halsted St.	Chicago	IL	60628
25-28-100-009-0000	11941 S. Halsted St.	Chicago	IL	60628
25-28-101-004-0000	717 W. 119th St.	Chicago	IL	60628
25-28-101-005-0000	715 W. 119th St.	Chicago	IL	60628
25-28-101-012-0000	11917 S. Emerald Ave.	Chicago	IL	60628
25-28-101-014-0000	11921 S. Emerald Ave.	Chicago	IL	60628
25-28-101-016-0000	11927 S. Emerald Ave.	Chicago	IL	60628
25-28-101-026-0000	11914 S. Union Ave.	Chicago	IL	60628
25-28-101-027-0000	11920 S. Union Ave.	Chicago	IL	60628
25-28-101-028-0000	11924 S. Union Ave.	Chicago	IL	60628
25-28-101-029-0000	11925 S. Union Ave.	Chicago	IL	60628
25-28-101-030-0000	11928 S. Union Ave.	Chicago	IL	60628
25-28-101-032-0000	11932 S. Union Ave.	Chicago	IL	60628
25-28-101-042-0000	11906 S. Union Ave.	Chicago	IL	60628

Appendix "A" -- Table 9.
 (To 119th And Halsted Tax Increment Financing
 Redevelopment Plan And Project)

Land Acquisition By Parcel Identification Number And Address.
 (Page 5 of 6)

Parcel Identification Number	Parcel Address	City	State	Zip Code
25-28-101-041-0000	701 W. 119th St.	Chicago	IL	60628
25-28-101-022-0000	11947 S. Emerald Ave.	Chicago	IL	60628
25-28-101-023-0000	11949 S. Emerald Ave.	Chicago	IL	60628
25-28-101-024-0000	11951 S. Emerald Ave.	Chicago	IL	60628
25-28-101-036-0000	11942 S. Union Ave.	Chicago	IL	60628
25-28-101-037-0000	11946 S. Union Ave.	Chicago	IL	60628
25-28-102-001-0000	655 W. 119th St.	Chicago	IL	60628
25-28-102-002-0000	653 W. 119th St.	Chicago	IL	60628
25-28-102-003-0000	651 W. 119th St.	Chicago	IL	60628
25-28-102-004-0000	647 W. 119th St.	Chicago	IL	60628
25-28-102-012-0000	11921 S. Union Ave.	Chicago	IL	60628
25-28-102-013-0000	11925 S. Union Ave.	Chicago	IL	60628
25-28-102-014-0000	11927 S. Union Ave.	Chicago	IL	60628
25-28-102-016-0000	11933 S. Union Ave.	Chicago	IL	60628
25-28-102-017-0000	11935 S. Union Ave.	Chicago	IL	60628
25-28-102-018-0000	11939 S. Union Ave.	Chicago	IL	60628
25-28-102-021-0000	658 W. 120th St.	Chicago	IL	60628
25-28-102-022-0000	650 W. 120th St.	Chicago	IL	60628
25-28-102-038-0000	640 W. 120th St.	Chicago	IL	60628
25-28-102-039-0000	638 W. 120th St.	Chicago	IL	60628
25-28-102-040-0000	636 W. 120th St.	Chicago	IL	60628
25-28-102-041-0000	642 W. 120th St.	Chicago	IL	60628
25-28-103-003-0000	619 W. 119th St.	Chicago	IL	60628
25-28-103-004-0000	617 W. 119th St.	Chicago	IL	60628
25-28-103-005-0000	615 W. 119th St.	Chicago	IL	60628
25-28-103-006-0000	611 W. 119th St.	Chicago	IL	60628
25-28-103-009-0000	601 W. 119th St.	Chicago	IL	60628
25-28-103-022-0000	11947 S. Lowe Ave.	Chicago	IL	60628
25-28-103-026-0000	614 W. 120th St.	Chicago	IL	60628
25-28-103-027-0000	11914 S. Wallace St.	Chicago	IL	60628
25-28-103-039-0000	11946 S. Wallace St.	Chicago	IL	60628
25-28-103-040-0000	610 W. 120th St.	Chicago	IL	60628
25-28-103-041-0000	608 W. 120th St.	Chicago	IL	60628
25-28-103-043-0000	602 W. 120th St.	Chicago	IL	60628
25-28-103-044-0000	600 W. 120th St.	Chicago	IL	60628
25-21-320-001-0000	11741 S. Halsted St.	Chicago	IL	60628
25-21-320-003-0000	11747 S. Halsted St.	Chicago	IL	60628
25-21-320-004-0000	11749 S. Halsted St.	Chicago	IL	60628
25-21-320-031-0000	11771 S. Halsted St.	Chicago	IL	60628

Appendix "A" – Table 9.
 (To 119th And Halsted Tax Increment Financing
 Redevelopment Plan And Project)

Land Acquisition By Parcel Identification Number And Address.
 (Page 6 of 6)

Parcel Identification Number	Parcel Address	City	State	Zip Code
25-28-117-021-0000	12120 S. Union Ave.	Chicago	IL	60628
25-28-117-022-0000	12126 S. Union Ave.	Chicago	IL	60628
25-28-117-023-0000	12128 S. Union Ave.	Chicago	IL	60628
25-28-117-024-0000	12132 S. Union Ave.	Chicago	IL	60628
25-28-117-025-0000	12134 S. Union Ave.	Chicago	IL	60628
25-28-117-026-0000	12136 S. Union Ave.	Chicago	IL	60628
25-28-117-027-0000	12140 S. Union Ave.	Chicago	IL	60628
25-28-117-028-0000	12140 S. Union Ave.	Chicago	IL	60628
25-28-117-029-0000	12144 S. Union Ave.	Chicago	IL	60628
25-28-118-001-0000	12101 S. Union Ave.	Chicago	IL	60628
25-28-118-002-0000	12103 S. Union Ave.	Chicago	IL	60628
25-28-118-003-0000	12109 S. Union Ave.	Chicago	IL	60628
25-28-118-007-0000	12119 S. Union Ave.	Chicago	IL	60628
25-28-118-008-0000	12121 S. Union Ave.	Chicago	IL	60628
25-28-118-009-0000	12123 S. Union Ave.	Chicago	IL	60628
25-28-118-010-0000	12127 S. Union Ave.	Chicago	IL	60628
25-28-118-011-0000	12129 S. Union Ave.	Chicago	IL	60628
25-28-118-012-0000	12135 S. Union Ave.	Chicago	IL	60628
25-28-118-013-0000	12139 S. Union Ave.	Chicago	IL	60628
25-28-118-034-0000	12115 S. Union Ave.	Chicago	IL	60628
25-28-118-035-0000	12111 S. Union Ave.	Chicago	IL	60628
25-28-110-001-0000	657 W. 120th St.	Chicago	IL	60628
25-28-110-002-0000	653 W. 120th St.	Chicago	IL	60628
25-28-110-003-0000	649 W. 120th St.	Chicago	IL	60628
25-28-110-008-0000	12021 S. Union Ave.	Chicago	IL	60628
25-28-110-021-0000	12055 S. Union Ave.	Chicago	IL	60628
25-28-110-022-0000	643 W. 120th St.	Chicago	IL	60628
25-28-110-023-0000	639 W. 120th St.	Chicago	IL	60628
25-28-110-030-0000	12020 S. Lowe Ave.	Chicago	IL	60628
25-28-110-031-0000	12022 S. Lowe Ave.	Chicago	IL	60628
25-28-110-032-0000	12026 S. Lowe Ave.	Chicago	IL	60628
25-28-110-033-0000	12028 S. Lowe Ave.	Chicago	IL	60628
25-28-110-043-0000	12014 S. Lowe Ave.	Chicago	IL	60628
25-28-118-014-0000	12157 S. Union Ave.	Chicago	IL	60628

Exhibit "B".
(To Ordinance)

State of Illinois)
)SS.
County of Cook)

Certificate.

I, Jennifer Rampke, the duly authorized, qualified and executive secretary of the Community Development Commission of the City of Chicago, and the custodian of the records thereof, do hereby certify that I have compared the attached copy of a resolution adopted by the Community Development Commission of the City of Chicago at a regular meeting held on the eleventh (11th) day of December 2001 with the original resolution adopted at said meeting and recorded in the minutes of the Commission, and do hereby certify that said copy is a true, correct and complete transcript of said resolution.

Dated this eleventh (11th) day of December, 2001.

(Signed) Jennifer Rampke
Assistant Secretary

Resolution Number 01-CDC-107 referred to in this Certificate reads as follows:

*Community Development Commission
Of The City Of Chicago*

Resolution 01-CDC-107

*Recommending To The City Council Of The
City Of Chicago For The Proposed
119th/Halsted Redevelopment
Project Area:*

*Approval Of A Redevelopment Plan,
Designation Of A Redevelopment Project Area
And
Adoption Of Tax Increment Allocation Financing.*

Whereas, The Community Development Commission (the "Commission") of the City of Chicago (the "City") has heretofore been appointed by the Mayor of the City with the approval of its City Council ("City Council", referred to herein collectively with the Mayor as the "Corporate Authorities") (as codified in Section 2-124 of the City's Municipal Code) pursuant to Section 5/11-74.4-4(k) of the Illinois Tax Increment Allocation Redevelopment Act, as amended (65 ILCS 5/11-74.4-1, et seq.) (the "Act"); and

Whereas, The Commission is empowered by the Corporate Authorities to exercise certain powers enumerated in Section 5/11-74.4-4(k) of the Act, including the holding of certain public hearings required by the Act; and

Whereas, Staff of the City's Department of Planning and Development has conducted or caused to be conducted certain investigations, studies and surveys of the 119th and Halsted Tax Increment Financing Redevelopment Project Area, the street boundaries of which are described on (Sub)Exhibit A hereto (the "Area"), to determine the eligibility of the Area as a redevelopment project area as defined in the Act (a "Redevelopment Project Area") and for tax increment allocation financing pursuant to the Act ("Tax Increment Allocation Financing"), and previously has presented the following documents to the Commission for its review:

the 119th and Halsted Redevelopment Project Area Redevelopment Plan and Project (the "Plan") attached hereto as (Sub)Exhibit B (which has attached as an appendix the 119th and Halsted Redevelopment Project Area Eligibility Report (the "Report")); and

Whereas, The Commission has heretofore passed Resolution 01-CDC-35 on May 8, 2001 that contains the information required by Section 5/11-74.4-4.1(a) of the Act to be included therein and that provides for the preparation of a feasibility study on designation of the Area as a Redevelopment Project Area and requires that such feasibility study include the preparation of the housing impact study set forth in Section 5/11-74.4-3(n)(5) of the Act, all as required by Section 5/11-74.4-4.1(b) of the Act, which has resulted in the preparation of the Plan, the Housing Impact Study and the Report being presented to the Commission; and

Whereas, A public meeting (the "Public Meeting") was held in accordance and in compliance with the requirements of Section 5/11-74.4-6(e) of the Act on June 26, 2001 at 6:00 P.M. at 447 West 120th Street, Chicago, Illinois, being a date not less than fourteen (14) business days before the mailing of the notice of the Hearing (hereinafter defined), pursuant to notice from the City's Commissioner of the Department of Planning and Development given on June 11, 2001, being a date not less than fifteen (15) days before the date of the Public Meeting, by certified mail to all taxing districts having real property in the proposed Area and to all entities requesting that information that have taken the steps necessary to register to be included on the interested parties registry for the proposed Area in accordance with Section 5/11-74.4-4.2 of the Act and, with a good faith effort, given on June 11, 2001 by regular mail to all residents and the last known persons who paid property taxes on real estate in the proposed Area (which good faith effort was satisfied by such notice being mailed to each residential address and the person or persons in whose name property taxes were paid on real property for the last preceding year located in the proposed Area), which to the extent necessary to effectively communicate such notice, was given in English and in other languages; and

Whereas, Prior to the adoption by the Corporate Authorities of ordinances approving a redevelopment plan, designating an area as a Redevelopment Project Area or adopting Tax Increment Allocation Financing for an area, it is necessary that the Commission hold a public hearing (the "Hearing") pursuant to Section 5/11-74.4-5(a) of the Act, convene a meeting of a joint review board (the "Board") pursuant to Section 5/11-74.4-5(b) of the Act, set the dates of such Hearing and Board meeting and give notice thereof pursuant to Section 5/11-74.4-6 of the Act; and

Whereas, The Plan (including the related eligibility report attached thereto as an exhibit and, if applicable, the feasibility study and the housing impact study) was made available for public inspection and review pursuant to Section 5/11-74.4-5(a) of the Act since July 9, 2001, being a date not less than ten (10) days before the meeting on September 24, 2001 of the Community Development Commission of the City ("Commission") at which the Commission adopted Resolution 01-CDC-78 fixing the time and place for a public hearing ("Hearing"), at the offices of the City Clerk and the City's Department of Planning and Development; and

Whereas, Notice of the Hearing by publication was given at least twice, the first publication being on November 13, 2001, a date which is not more than thirty (30) nor less than ten (10) days prior to the Hearing, and the second publication being on November 20, 2001, both in the *Chicago Sun-Times* or the *Chicago Tribune*, being newspapers of general circulation within the taxing districts having property in the Area; and

Whereas, Notice of the Hearing was given by mail to taxpayers by depositing such notice in the United States mail by certified mail addressed to the persons in whose names the general taxes for the last preceding year were paid on each lot, block,

tract or parcel of land lying within the Area, on November 13, 2001, being a date not less than ten (10) days prior to the date set for the Hearing; and where taxes for the last preceding year were not paid, notice was also mailed to the persons last listed on the tax rolls as the owners of such property within the preceding three (3) years; and

Whereas, A good faith effort was made to give notice of the Hearing by mail to all residents of the Area by, at a minimum, giving notice by mail to each residential address located in the Area, which to the extent necessary to effectively communicate such notice was given in English and in the predominant language of residents of the Area other than English on November 13, 2001, being a date not less than ten (10) days prior to the date set for the Hearing; and

Whereas, Notice of the Hearing was given by mail to the Illinois Department of Commerce and Community Affairs ("D.C.C.A.") and members of the Board (including notice of the convening of the Board), by depositing such notice in the United States mail by certified mail addressed to D.C.C.A. and all Board members, on October 24, 2001, being a date not less than forty-five (45) days prior to the date set for the Hearing; and

Whereas, Notice of the Hearing and copies of the Plan (including the Report) were sent by mail to taxing districts having taxable property in the Area, by depositing such notice and documents in the United States mail by certified mail addressed to all taxing districts having taxable property within the Area, on October 24, 2001, being a date not less than forty-five (45) days prior to the date set for the Hearing; and

Whereas, Notice of the availability of the Plan (including the Report) was sent by mail on October 5, 2001, which is within a reasonable time after the adoption by the Commission of Resolution 01-CDC-78 to: (a) all residential addresses that, after a good faith effort, were determined to be (i) located within the Area and (ii) located within seven hundred fifty (750) feet of the boundaries of the Area (or, if applicable, were determined to be the seven hundred fifty (750) residential addresses that were closest to the boundaries of the Area); and (b) organizations and residents that were registered interested parties for such Area; and

Whereas, The Hearing was held on December 11, 2001 at 2:00 P.M. at City Hall, City Council Chambers, 121 North LaSalle Street, Chicago, Illinois, as the official public hearing, and testimony was heard from all interested persons or representatives of any affected taxing district present at the Hearing and wishing to testify, concerning the Commission's recommendation to City Council regarding approval of the Plan (including the Report), designation of the Area as a Redevelopment Project Area and adoption of Tax Increment Allocation Financing within the Area; and

Whereas, The Board meeting (a) was convened on November 9, 2001 at

10:00 A.M. (being a date no less than fourteen (14) days following the mailing of the notice to all taxing districts on October 24, 2001) in Room 1003A, City Hall, 121 North LaSalle Street, Chicago, Illinois, to review the matters properly coming before the Board to allow it to provide its advisory recommendation regarding the approval of the Plan (including the Report), designation of the Area as a Redevelopment Project Area, adoption of Tax Increment Allocation Financing within the Area and other matters, if any, properly before it, all in accordance with Section 5/11-74.4-5(b) of the Act, and the Board issued its report finding that the Plan meets one (1) or more of the objectives of the Act and both the Plan requirements and the eligibility criteria defined in Section 11-74.4-3; and

Whereas, The Commission has reviewed the Plan, considered testimony from the Hearing, if any, the recommendation of the Board, if any, and such other matters or studies as the Commission deemed necessary or appropriate in making the findings set forth herein and formulating its decision whether to recommend to City Council approval of the Plan, designation of the Area as a Redevelopment Project Area and adoption of Tax Increment Allocation Financing within the Area now, therefore,

Be It Resolved by the Community Development Commission of the City of Chicago:

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

Section 2. The Commission hereby makes the following findings pursuant to Section 5/11-74.4-3(n) of the Act or such other section as is referenced herein:

a. the Area on the whole has not been subject to growth and development through investment by private enterprise and would not reasonably be expected to be developed without the adoption of the Plan;

b. the Plan:

(i) conforms to the comprehensive plan for the development of the City as a whole; or

(ii) either (A) conforms to the strategic economic development or redevelopment plan issued by the Chicago Plan Commission or (B) includes land uses that are expected to be approved by the Chicago Plan Commission;

c. the Plan meets all of the requirements of a redevelopment plan as defined in the Act and, as set forth in the Plan, the estimated date of completion of the projects described therein and retirement of all obligations issued to finance redevelopment project costs is not later than December 31 of the year in which the payment to the municipal treasurer as provided in subsection (b) of Section

5/11-74.4-8 of the Act is to be made with respect to ad valorem taxes levied in the twenty-third (23rd) calendar year after the year in which the ordinance approving the Area as a redevelopment project area is adopted, and, as required pursuant to Section 5/11-74.4-7 of the Act, no such obligation shall have a maturity date greater than twenty (20) years;

d. to the extent required by Section 5/11-74.4-3(n)(6) of the Act, the Plan incorporates the housing impact study, if such study is required by Section 5/11-74.4-3(n)(5) of the Act;

e. the Area includes only those contiguous parcels of real property and improvements thereon that are to be substantially benefitted by proposed Plan improvements, as required pursuant to Section 5/11-74.4-4(a) of the Act;

f. as required pursuant to Section 5/11-74.4-3(p) of the Act:

(i) the Area is not less, in the aggregate, than one and one-half (1½) acres in size; and

(ii) conditions exist in the Area that cause the Area to qualify for designation as a redevelopment project area and a conservation area, as defined in the Act.

Section 3. The Commission recommends that the City Council approve the Plan pursuant to Section 5/11-74.4-4 of the Act.

Section 4. The Commission recommends that the City Council designate the Area as a Redevelopment Project Area pursuant to Section 5/11-74.4-4 of the Act.

Section 5. The Commission recommends that the City Council adopt Tax Increment Allocation Financing within the Area.

Section 6. If any provision of this resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this resolution.

Section 7. All resolutions, motions or orders in conflict with this resolution are hereby repealed to the extent of such conflict.

Section 8. This resolution shall be effective as of the date of its adoption.

Section 9. A certified copy of this resolution shall be transmitted to the City Council.

[(Sub)Exhibit "A" referred to in this Resolution 01-CDC-107
constitutes Exhibit "D" to the ordinance and is
printed on page 78636 of this Journal.]

[(Sub)Exhibit "B" referred to in this Resolution 01-CDC-107
constitutes Exhibit "A" to the ordinance and is printed
on pages 78518 through 78623 of this Journal.]

Exhibit "C".
(To Ordinance)

*Legal Description Of The 119th And Halsted
Redevelopment Project Area.*

All that part of Sections 20, 21, 28 (north of the Indian Boundary Line) and 29 in Township 37 North, Range 14 East of the Third Principal Meridian bounded and described as follows:

beginning at the point of intersection of the centerline of 115th Street with the centerline of Morgan Street; thence south along said centerline of Morgan Street to the westerly extension of a line 8 feet north of and parallel with the north line of Lot 1 in Maple Park Court Resubdivision of part of Stanley Mathew's Subdivision in the west half of the southeast quarter of Section 20, Township 37 North, Range 14 East of the Third Principal Meridian, said line being also the centerline of the 16 foot alley lying north of and adjoining said Lot 1 in Maple Park Court Resubdivision; thence east along said easterly extension and along the line 8 feet north of and parallel with the north line of Lot 1 in Maple Park Court resubdivision and along the easterly extension thereof to the westerly line of the Penn Central Railroad right-of-way; thence southeasterly along said

westerly line of the Penn Central Railroad right-of-way to the centerline of 117th Street thence west along said centerline of 117th Street to the northerly extension of the centerline of the 16 foot alley lying east of and adjoining the east line of Lots 12 through 35, inclusive, in Block 1 in the resubdivision of the east half of original Blocks 8 and 11 and all of that part of Block 7, lying west of the P. C. C. & St. L. R. R. in original subdivision of the east half of the southeast quarter of Section 20, Township 37 North, Range 14 East of the Third Principal Meridian; thence south along said northerly extension and along said centerline of the 16 foot alley and along the southerly extension thereof to the centerline of 118th Street; thence east along said centerline of 118th Street to the northerly extension of the east line of the alley lying east of and adjoining the east line of Lots 1 through 15, inclusive, in Block 2 in said resubdivision of the east half of original Blocks 8 and 11 and all of that part of Block 7, lying west of the P. C. C. & St. L. R. R. in original subdivision of the east half of the southeast quarter of Section 20, Township 37 North, Range 14 East of the Third Principal Meridian; thence south along said northerly extension and along the east line of the alley lying east of and adjoining the east line of Lots 1 through 15, inclusive, in Block 2 in said resubdivision and along the southerly extension thereof to the centerline of the alley lying south of and adjoining the south line of Lot 15 in said Block 2 in the resubdivision of the east half of original Blocks 8 and 11 and all of that part of Block 7, lying west of the P. C. C. & St. L. R. R. in original subdivision of the east half of the southeast quarter of Section 20, Township 37 North, Range 14 East of the Third Principal Meridian; thence west along the centerline of said alley lying south of and adjoining the south line of Lot 15 in Block 2 in said resubdivision to the east line of Peoria Street; thence west along a straight line to the point of intersection of the west line of Peoria Street with the centerline of the alley lying south of and adjoining the south line of Lots 29 and 18 in Block 4 in the resubdivision of the west half of Blocks 8 and 11 and all of Blocks 9 and 10, except Lots 19, 22 and 23 of Block 10 of the original subdivision of the east half of the southeast quarter of Section 20, Township 37 North, Range 14 East of the Third Principal Meridian; thence west along the centerline of the alley lying south of and adjoining the south line of Lots 29 and 18 in Block 4 in said resubdivision and the westerly extension thereof to the centerline of Sangamon Street; thence north along said centerline of Sangamon Street to the easterly extension of the centerline of the alley lying north of and adjoining the north line of Lots 19, 20 and 21 in Block 3 in said resubdivision of the west half of Blocks 8 and 11 and all of Blocks 9 and 10, except Lots 19, 22, and 23 of Block 10 of the original subdivision of the east half of the southeast quarter of Section 20, Township 37 North, Range 14 East of the Third Principal Meridian; thence west along said centerline of the alley lying north of and adjoining the north line of Lots 19, 20 and 21 in Block 3 in said resubdivision to the northerly extension of the west

line of said Lot 21 in Block 3 in said resubdivision; thence north along said northerly extension of the west line of said Lot 21 to the south line of Lot 18 in half of original Blocks 8 and 11 and all of that part of Block 7, lying west of the P. C. C. & St. L. R. R. in original subdivision of the east half of the southeast Block 3 in said resubdivision; thence west along said south line of Lot 18 and along the westerly extension thereof and along the south line of Lot 22 in Block 3 in said resubdivision to the east line of Morgan Street; thence south along said east line of Morgan Street to the north line of 119th Street; thence east along said north line of 119th Street to the east line of Peoria Street; thence south along said east line of Peoria Street to the westerly extension of the northerly line of Lot 1 in Block 1 of First Addition of West Pullman Subdivision; thence easterly along said westerly extension of the northerly line of Lot 1 in Block 1 of First Addition of West Pullman Subdivision to the northwest corner of said Lot 1; thence southerly along the westerly line of Lots 1 through 11, inclusive, in said Block 1 of First Addition of West Pullman Subdivision to the north line of 120th Street; thence southerly to the northwest corner of Lot 1 in Block 8 of said First Addition to West Pullman Subdivision; thence southerly along the westerly line of Lots 1 through 18, inclusive, in said Block 8 to the southwest corner of said Lot 18; thence southerly a distance of 25.00 feet along the prolongation of the last described course; thence 165 feet, more or less, westerly to the east line of vacated Green Street; thence southerly along said east line of vacated Green Street to the northerly right-of-way line of Illinois Central Railroad; thence west along said northerly right-of-way line of Illinois Central Railroad to the east line of Peoria Street; thence south along said east line of Peoria Street to the southerly right-of-way line of the Illinois Central Railroad; thence east along said southerly right-of-way line of the Illinois Central Railroad to the northwest corner of Lot 1 in Block 9 of First Addition to West Pullman Subdivision; thence south along the westerly line of Lots 1 through 12 to the easterly extension of the southerly line of Lot 11 in Block 1 of the resubdivision of Blocks 9 to 16, inclusive, of said First Addition to West Pullman Subdivision; thence west along said easterly extension of the southerly line of Lot 11 in Block 1 in said resubdivision, a distance of 8 feet, to the centerline of the alley lying west of and parallel with Halsted Street, said alley being also east of and adjoining said Lot 11; thence south along said centerline line of the alley lying west of and parallel with Halsted Street to the centerline of 123rd Street; thence east along said centerline of 123rd Street to the centerline of Emerald Avenue; thence north along said centerline of Emerald Avenue to the centerline of 122nd Street; thence east along said centerline of 122nd Street to the westerly line of the right-of-way of the Penn Central Railroad; thence southeasterly along said westerly line of the right-of-way of the Penn Central Railroad to the centerline of 123rd Street; thence east along said centerline of 123rd Street to the easterly line of the right-of-way of the Penn Central Railroad; thence northwesterly along

said easterly line of the right-of-way of the Penn Central Railroad to the southerly extension of the centerline of the alley west of and parallel with Lowe Avenue, said alley being also west of and adjoining the west line of Lots 1 through 22 in Block 34 in West Pullman, a subdivision in the west half of the northeast quarter and the northwest quarter of Section 28, Township 37 North, Range 14 East of the Third Principal Meridian; thence north along said centerline of the alley west of and parallel with Lowe Avenue to the south line of the right-of-way of the Illinois Central Railroad; thence east along said south line of the right-of-way of the Illinois Central Railroad to the east line of the east half of the northwest quarter of Section 28, Township 37 North, Range 14 East of the Third Principal Meridian, said east line of the east half of the northwest quarter of Section 28 being also the centerline of Stewart Avenue; thence north along said centerline of Stewart Avenue to the north line of the right-of-way of the Illinois Central Railroad; thence west along said north line of the right-of-way of the Illinois Central Railroad to the centerline of Lowe Avenue; thence north along said centerline of Lowe Avenue to the westerly extension of the south line of Lot 37 in Block 16 in said West Pullman; thence east along said westerly extension and along the south line of Lot 37 and along the easterly extension thereof to the centerline of the alley east of and parallel with Lowe Avenue, said alley being also east of and adjoining said Lot 37; thence north along said centerline of the alley east of and parallel with Lowe Avenue to the westerly extension of the south line of Lot 7 in said Block 16 in West Pullman; thence east along said westerly extension and along the south line of Lot 7 in said Block 16 in West Pullman to the west line of Wallace Street; thence east along a straight line to the southwest corner of Lot 40 in Block 17 in said West Pullman; thence east along the south line of said Lot 40 in Block 17 in West Pullman and along the easterly extension thereof and along the south line of Lot 7 in said Block 17 in West Pullman and along the easterly extension thereof to the centerline of Parnell Avenue; thence south along said centerline of Parnell Avenue to the westerly extension of the south line of the north 12.5 feet of Lot 38 in Block 18 in said West Pullman; thence east along said westerly extension and along the south line of the north 12.5 feet of Lot 38 in Block 18 in said West Pullman and the easterly extension thereof to the centerline of the alley east of and parallel with Parnell Avenue, said alley being also east of and adjoining said Lot 38; thence north along said centerline of the alley east of and parallel with Parnell Avenue to the westerly extension of the south line of Lot 6 in said Block 18 in West Pullman; thence east along said westerly extension and along the south line of said Lot 6 in Block 18 in West Pullman, and along the easterly extension thereof, to the centerline of Normal Avenue; thence north along said centerline of Normal Avenue to the westerly extension of the centerline of the alley south of and parallel with 119th Street in Block 6 in West Pullman, said alley being also

south of and adjoining the south line of Lots 1 through 10, inclusive, in the resubdivision of that part of West Pullman lying in the northwest quarter of the west half of the northeast quarter of Section 28, Township 37 North, Range 14 East of the Third Principal Meridian; thence east along said centerline of the alley south of and parallel with 119th Street to the centerline of Wentworth Avenue; thence north along said centerline of Wentworth Avenue to the easterly extension of the centerline of the alley north of and parallel with 119th Street, said alley being also north of and adjoining Lots 23 through 32, inclusive, in Block 4 in Thomas Scanlan's Addition to Pullman, being a subdivision of the east half of the southwest quarter of the southeast quarter of Section 21, Township 37 North, Range 14 East of the Third Principal Meridian; thence west along said easterly extension and along the centerline of the alley north of and parallel with 119th Street to the centerline of Harvard Avenue; thence north along said centerline of Harvard Avenue to the easterly extension of the centerline of the alley north of and parallel with 119th Street, said alley being also north of and adjoining the north line of Lots 17 through 26, inclusive, in Block 6 in A. O. Tylor's Addition to Pullman, a subdivision of the east half of the southeast quarter of the southwest quarter and of the west half of the west half of the southwest quarter of the southeast quarter of Section 21, Township 37 North, Range 14 East of the Third Principal Meridian; thence west along said easterly extension and the centerline of the alley north of and parallel with 119th Street to the centerline of Stewart Avenue; thence south along the centerline of Stewart Avenue, to the easterly extension of the centerline of the alley north of and parallel with 119th Street, said alley being also north of and adjoining the north line of Lots 6 through 15, inclusive, in Hugh Lauder's Subdivision of Lot 8 in Block 5 in said A. O. Tylor's Addition to Pullman; thence west along said easterly extension and the centerline of the alley north of and parallel with 119th Street to the centerline of Eggleston Avenue; thence north along said centerline of Eggleston Avenue to the easterly extension of the centerline of the alley north of and parallel with 119th Street, said alley being also north of and adjoining the north line of Lots 10 through 19, inclusive, in Block 4 in said A. O. Tylor's Addition to Pullman; thence west along said easterly extension and the centerline of the alley north of and parallel with 119th Street to the centerline of Normal Avenue; thence south along said centerline of Normal Avenue to the easterly extension of the centerline of the alley north of and parallel with 119th Street, said alley being also north of and adjoining the north line of Lots 17 through 26, inclusive, in Block 4 in Hannah B. Gano's Addition to Pullman, being a subdivision of the west half of the southeast quarter of the southwest quarter of Section 21, Township 37 North, Range 14 East of the Third Principal Meridian; thence west along said easterly extension and the centerline of the alley north of and parallel with 119th Street to the southerly extension of the east line of Lot 28 in Block 4 in Kneeland and Wright's 2nd Addition to West

Pullman in the southwest quarter of Section 21, Township 37 North, Range 14 East of the Third Principal Meridian; thence north along said southerly extension and the east line of Lot 28 in Block 4 in Kneeland and Wright's 2nd Addition to West Pullman and the northerly extension thereof to the centerline of 118th Place; thence west along said centerline of 118th Place to the southerly extension of the centerline of the alley east of and parallel with Halsted Street, said alley being also west of and adjoining the west line of Lots 1 through 11, inclusive, in said Block 4 in Kneeland and Wright's 2nd Addition to West Pullman; thence north along said centerline of the alley east of and parallel with Halsted Street to the centerline of 118th Street; thence east along said centerline of 118th Street to the southerly extension of the centerline of the alley east of and parallel with Halsted Street, said alley being also east of and adjoining the east line of Lots 170 through 165, inclusive, in Sharpshooter's Park Subdivision of part of Sharpshooter's Park, said park being the west half of the southwest quarter of Section 21, Township 37 North, Range 14 East of the Third Principal Meridian; thence north along said southerly extension and along the centerline of the alley east of and parallel with Halsted Street to the centerline of 115th Street; thence west along said centerline of 115th Street to the centerline of Halsted Street; thence north along said centerline of Halsted Street to the centerline of 114th Street; thence west along said centerline of 114th Street to the southerly extension of the centerline of the alley west of and parallel with Green Street, said alley being also east of and adjoining the east line of Lots 16 through 30, inclusive, in Sheldon Heights West Fifth Addition, a subdivision of a part of the east half of the northeast quarter of Section 20, Township 37 North, Range 14 East of the Third Principal Meridian; thence north along said southerly extension of the centerline of the alley west of and parallel with Green Street to the easterly extension of the south line of said Lot 30 in Sheldon Heights West Fifth Addition; thence west along said easterly extension and the south line of said Lot 30 in Sheldon Heights West Fifth Addition and along the westerly extension thereof to the southeast corner of Lot 31 in said Sheldon Heights West Fifth Addition; thence continuing west along the south line of said Lot 31 in said Sheldon Heights West Fifth Addition and along the westerly extension thereof to the southwest corner of said Sheldon Heights West Fifth Addition; thence north along the west line of said Sheldon Heights West Fifth Addition, said west line being also the west line of an 8 foot alley west of and parallel with Peoria Street, to the easterly extension of a line 16 feet south of and parallel with the south line of Lots 19 and 20 in the Sixth Addition to Sheldon Heights West, being a subdivision of part of the east two-thirds of the west three-eighths of the north half of the east half of the northeast quarter of Section 20, Township 37 North, Range 14 East of the Third Principal Meridian; thence west along said easterly extension and along a line 16 feet south of and parallel with the south line of Lots 19 and 20 in the Sixth Addition to Sheldon Heights West to the southwesterly line of said Sixth Addition to Sheldon Heights West Subdivision,

said southwesterly line being also a line 8 feet southwest of and parallel with the southwesterly line of Lots 20 through 23, inclusive, in said Sixth Addition to Sheldon Heights West; thence northwest along said southwesterly line of Sixth Addition to Sheldon Heights West Subdivision to the point of intersection of said southwesterly line with the west line of said Sixth Addition to Sheldon Heights West Subdivision, said point being 1,032.98 feet south of the north line of the west half of the northeast quarter of Section 20, Township 37 North, Range 14 East of the Third Principal Meridian; thence southwesterly along a straight line to a point on the west line of the east half of the northeast quarter of Section 20, Township 37 North, Range 14 East of the Third Principal Meridian, said point being 1,188.76 feet south of the north line of said Section 20 as measured along said west line of the east half of the northeast quarter of Section 20; thence south along said west line of the east half of the northeast quarter of Section 20 to the northeasterly line of the right-of-way of the Penn Central Railroad; thence northwest along said northeasterly line of the right-of-way of the Penn Central Railroad to the centerline of 111th Street; thence west along said centerline of 111th Street to the southwesterly line of the right-of-way of the Penn Central Railroad; thence southeast along said southwesterly line of the right-of-way of the Penn Central Railroad to the centerline of 115th Street; thence west along said centerline of 115th Street to the point of beginning on the centerline of Morgan Street, all in Cook County, Illinois.

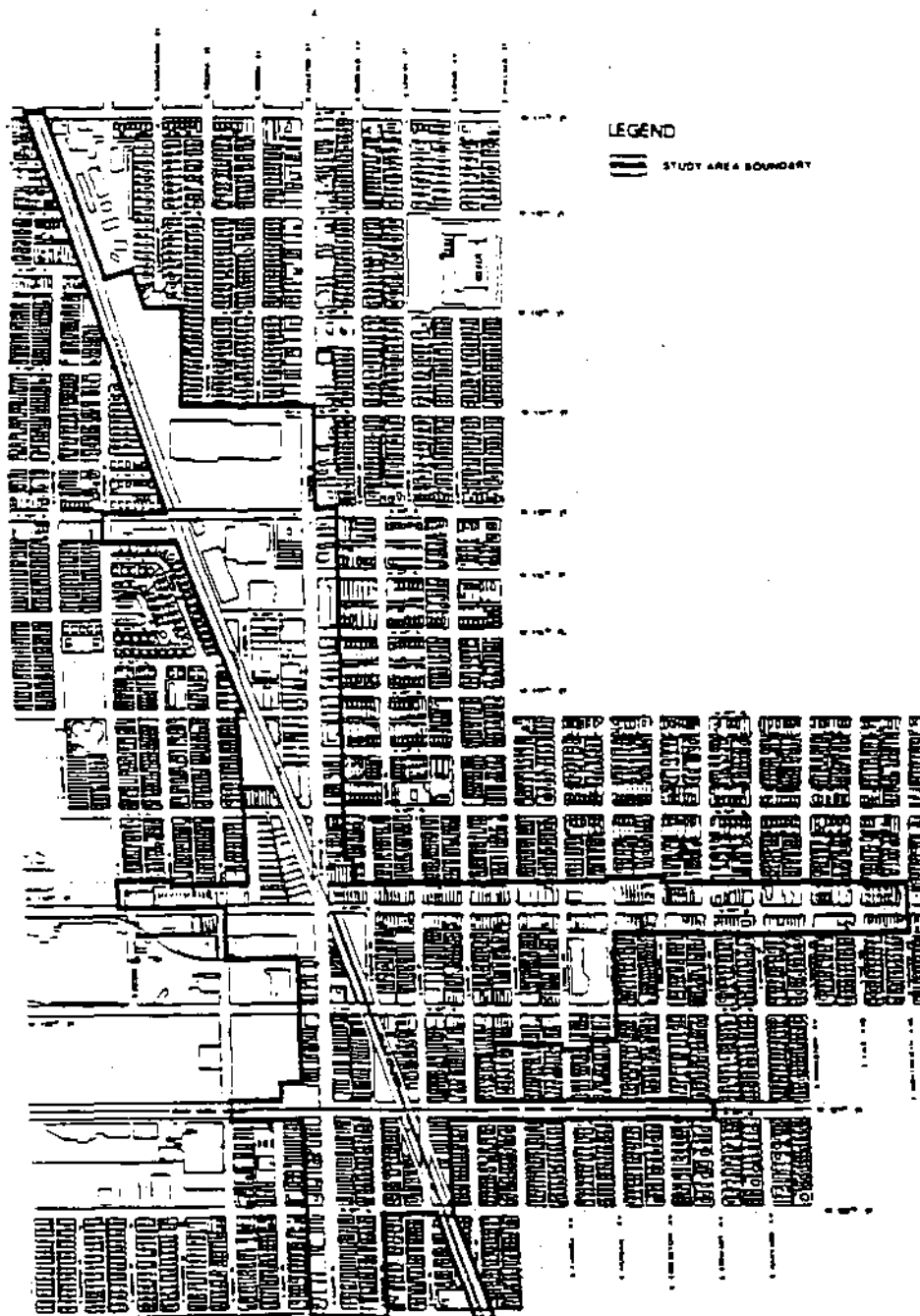
Exhibit "D".
(To Ordinance)

Street Location.

The 119th and Halsted Redevelopment Project Area lies primarily in the West Pullman community area, and is generally bounded by 123rd Street on the south, Wentworth Avenue and Normal Avenue on the east, 111th Street on the north and Morgan Street on the west.

*Exhibit "E".
(To Ordinance)*

Boundary Map.



DESIGNATION OF 119TH AND HALSTED REDEVELOPMENT PROJECT
AREA AS TAX INCREMENT FINANCING DISTRICT.

The Committee on Finance submitted the following report:

CHICAGO, February 6, 2002.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance designating the 119th and Halsted Tax Increment Financing Redevelopment Project Area as a redevelopment project area, 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, Hairston, Beavers, Stroger, Beale, Pope, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 48.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, It is desirable and in the best interest of the citizens of the City of Chicago, Illinois (the "City") for the City to implement tax increment allocation financing ("Tax Increment Allocation Financing") pursuant to the Illinois Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, et seq., as amended (the "Act"), for a proposed redevelopment project area to be known as the 119th and Halsted Redevelopment Project Area (the "Area") described in Section 2 of this ordinance, to be redeveloped pursuant to a proposed redevelopment plan and project (the "Plan"); and

WHEREAS, A public meeting ("Public Meeting") was held in compliance with the requirements of Section 5/11-74.4-6(e) of the Act on June 26, 2001 at 6:00 P.M. at 447 West 120th Street, Chicago, Illinois; and

WHEREAS, The Plan (including the related eligibility report attached thereto as an exhibit and, if applicable, the feasibility study and the housing impact study) was made available for public inspection and review pursuant to Section 5/11-74.4-5(a) of the Act beginning July 9, 2001, which was prior to the time scheduled for the meeting on September 24, 2001 of the Community Development Commission of the City ("Commission") at which the Commission adopted Resolution 01-CDC-78 fixing the time and place for a public hearing ("Hearing"), at the offices of the City Clerk and the City's Department of Planning and Development; and

WHEREAS, Pursuant to Section 5/11-74.4-5(a) of the Act, notice of the availability of the Plan (including the related eligibility report attached thereto as an exhibit and, if applicable, the feasibility study and the housing impact study) was sent by mail on October 5, 2001 which is within a reasonable time after the adoption by the Commission of Resolution 01-CDC-78 to: (a) all residential addresses that, after a good faith effort, were determined to be (i) located within the Area and (ii) located within seven hundred fifty (750) feet of the boundaries of the Area (or, if applicable, were determined to be the seven hundred fifty (750) residential addresses that were closest to the boundaries of the Area); and (b) organizations and residents that were registered interested parties for such Area; and

WHEREAS, A meeting of the joint review board established pursuant to Section 5/11-74.4-5(b) of the Act (the "Board") was convened upon the provision of due notice on November 9, 2001 at 10:00 A.M., to review the matters properly coming before the Board and to allow it to provide its advisory recommendation regarding the approval of the Plan, designation of the Area as a redevelopment project area pursuant to the Act and adoption of Tax Increment Allocation Financing within the Area, and other matters, if any, properly before it; and

WHEREAS, Pursuant to Sections 5/11-74.4-4 and 5/11-74.4-5 of the Act, the Commission held the Hearing concerning approval of the Plan, designation of the Area as a redevelopment project area pursuant to the Act and adoption of Tax Increment Allocation Financing within the Area pursuant to the Act on December 11, 2001; and

WHEREAS, The Commission has forwarded to the City Council a copy of its Resolution 01-CDC-107, recommending to the City Council approval of the Plan, among other related matters; and

WHEREAS, The City Council has heretofore approved the Plan, which was identified in An Ordinance Of The City Of Chicago, Illinois, Approving A Redevelopment Plan For The 119th And Halsted Redevelopment Project Area; now, therefore,

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

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

SECTION 2. The Area. The Area is legally described in Exhibit A attached hereto and incorporated herein. The street location (as near as practicable) for the Area is described in Exhibit B attached hereto and incorporated herein. The map of the Area is depicted on Exhibit C attached hereto and incorporated herein.

SECTION 3. Findings. The Corporate Authorities hereby make the following findings:

a. the Area includes only those contiguous parcels of real property and improvements thereon that are to be substantially benefitted by proposed Plan improvements, as required pursuant to Section 5/11-74.4-4(a) of the Act;

b. as required pursuant to Section 5/11-74.4-3(p) of the Act:

(i) the Area is not less, in the aggregate, than one and one-half (1½) acres in size; and

(ii) conditions exist in the Area that cause the Area to qualify for designation as a redevelopment project area and a blighted area as defined in the Act;

c. if the Area is qualified as a "blighted area", whether improved or vacant, each of the factors necessary to qualify the Area as a redevelopment project area on that basis is (i) clearly present within the intent of the Act and with that presence documented to a meaningful extent, and (ii) reasonably distributed throughout the improved part or vacant part, as applicable, of the Area as required pursuant to Section 5/11-74.4-3(a) of the Act;

d. if the Area is qualified as a "conservation area", the combination of the factors necessary to qualify the Area as a redevelopment project area on that basis is detrimental to the public health, safety, morals or welfare, and the Area may become a blighted area.

SECTION 4. Area Designated. The Area is hereby designated as a redevelopment project area pursuant to Section 5/11-74.4-4 of the Act.

SECTION 5. Invalidity Of Any Section. If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this ordinance.

SECTION 6. Superseder. All ordinances, resolutions, motions or orders in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 7. Effective Date. This ordinance shall be in full force and effect immediately upon its passage.

[Exhibit "C" referred to in this ordinance printed
on page 78648 of this Journal.]

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

Exhibit "A".

*Legal Description Of The 119th And Halsted
Redevelopment Project Area.*

All that part of Sections 20, 21, 28 (north of the Indian Boundary Line) and 29 in Township 37 North, Range 14 East of the Third Principal Meridian bounded and described as follows:

beginning at the point of intersection of the centerline of 115th Street with the centerline of Morgan Street; thence south along said centerline of Morgan Street to the westerly extension of a line 8 feet north of and parallel with the north line of Lot 1 in Maple Park Court Resubdivision of part of Stanley Mathew's Subdivision in the west half of the southeast quarter of Section 20, Township 37 North, Range 14 East of the Third Principal Meridian, said line being also the centerline of the 16 foot alley lying north of and adjoining said Lot 1 in Maple

Park Court Resubdivision; thence east along said easterly extension and along the line 8 feet north of and parallel with the north line of Lot 1 in Maple Park Court resubdivision and along the easterly extension thereof to the westerly line of the Penn Central Railroad right-of-way; thence southeasterly along said westerly line of the Penn Central Railroad right-of-way to the centerline of 117th Street; thence west along said centerline of 117th Street to the northerly extension of the centerline of the 16 foot alley lying east and adjoining the east line of Lots 12 through 35, inclusive, in Block 1 in the resubdivision of the east half of original Blocks 8 and 11 and all of that part of Block 7, lying west of the P. C. C. & St. L. R. R. in original subdivision of the east half of the southeast quarter of Section 20, Township 37 North, Range 14 East of the Third Principal Meridian; thence south along said northerly extension and along said centerline of the 16 foot alley and along the southerly extension thereof to the centerline of 118th Street; thence east along said centerline of 118th Street to the northerly extension of the east line of the alley lying east of and adjoining the east line of Lots 1 through 15, inclusive, in Block 2 in said resubdivision of the east half of original Blocks 8 and 11 and all of that part of Block 7, lying west of the P. C. C. & St. L. R. R. in original subdivision of the east half of the southeast quarter of Section 20, Township 37 North, Range 14 East of the Third Principal Meridian; thence south along said northerly extension and along the east line of the alley lying east of and adjoining the east line of Lots 1 through 15, inclusive, in Block 2 in said resubdivision and along the southerly extension thereof to the centerline of the alley lying south of and adjoining the south line of Lot 15 in said Block 2 in the resubdivision of the east half of original Blocks 8 and 11 and all of that part of Block 7, lying west of the P. C. C. & St. L. R. R. in original subdivision of the east half of the southeast quarter of Section 20, Township 37 North, Range 14 East of the Third Principal Meridian; thence west along the centerline of said alley lying south of and adjoining the south line of Lot 15 in Block 2 in said resubdivision to the east line of Peoria Street; thence west along a straight line to the point of intersection of the west line of Peoria Street with the centerline of the alley lying south of and adjoining the south line of Lots 29 and 18 in Block 4 in the resubdivision of the west half of Blocks 8 and 11 and all of Blocks 9 and 10, except Lots 19, 22 and 23 of Block 10 of the original subdivision of the east half of the southeast quarter of Section 20, Township 37 North, Range 14 East of the Third Principal Meridian; thence west along the centerline of the alley lying south of and adjoining the south line of Lots 29 and 18 in Block 4 in said resubdivision and the westerly extension thereof to the centerline of Sangamon Street; thence north along said centerline of Sangamon Street to the easterly extension of the centerline of the alley lying north of and adjoining the north line of Lots 19, 20 and 21 in Block 3 in said resubdivision of the west half of Blocks 8 and 11 and all of Blocks 9 and 10, except Lots 19, 22 and 23 of Block 10 of the original subdivision of the east half

of the southeast quarter of Section 20, Township 37 North, Range 14 East of the Third Principal Meridian; thence west along said centerline of the alley lying north of and adjoining the north line of Lots 19, 20 and 21 in Block 3 in said resubdivision to the northerly extension of the west line of said Lot 21 in Block 3 in said resubdivision; thence north along said northerly extension of the west line of said Lot 21 to the south line of Lot 18 in Block 3 in said resubdivision; thence west along said south line of Lot 18 and along the westerly extension thereof and along the south line of Lot 22 in Block 3 in said resubdivision to the east line of Morgan Street; thence south along said east line of Morgan Street to the north line of 119th Street; thence east along said north line of 119th Street to the east line of Peoria Street; thence south along said east line of Peoria Street to the westerly extension of the northerly line of Lot 1 in Block 1 of First Addition of West Pullman Subdivision; thence easterly along said westerly extension of the northerly line of Lot 1 in Block 1 of First Addition of West Pullman Subdivision to the northwest corner of said Lot 1; thence southerly along the westerly line of Lots 1 through 11, inclusive, in said Block 1 of First Addition of West Pullman Subdivision to the north line of 120th Street; thence southerly to the northwest corner of Lot 1 in Block 8 of said First Addition to West Pullman Subdivision; thence southerly along the westerly line of Lots 1 through 18, inclusive, in said Block 8 to the southwest corner of said Lot 18; thence southerly a distance of 25.00 feet along the prolongation of the last described course; thence 165 feet, more or less, westerly to the east line of vacated Green Street; thence southerly along said east line of vacated Green Street to the northerly right-of-way line of Illinois Central Railroad; thence west along said northerly right-of-way line of Illinois Central Railroad to the east line of Peoria Street; thence south along said east line of Peoria Street to the southerly right-of-way line of the Illinois Central Railroad; thence east along said southerly right-of-way line of the Illinois Central Railroad to the northwest corner of Lot 1 in Block 9 of First Addition to West Pullman Subdivision; thence south along the westerly line of Lots 1 through 12 to the easterly extension of the southerly line of Lot 11 in Block 1 of the resubdivision of Blocks 9 to 16, inclusive, of said First Addition to West Pullman Subdivision; thence west along said easterly extension of the southerly line of Lot 11 in Block 1 in said resubdivision, a distance of 8 feet, to the centerline of the alley lying west of and parallel with Halsted Street, said alley being also east of and adjoining said Lot 11; thence south along said centerline line of the alley lying west of and parallel with Halsted Street to the centerline of 123rd Street; thence east along said centerline of 123rd Street to the centerline of Emerald Avenue; thence north along said centerline of Emerald Avenue to the centerline of 122nd Street; thence east along said centerline of 122nd Street to the westerly line of the right-of-way of the Penn Central Railroad; thence southeasterly along said westerly line of the right-of-way of the Penn Central Railroad to the centerline of 123rd Street; thence

east along said centerline of 123rd Street to the easterly line of the right-of-way of the Penn Central Railroad; thence northwesterly along said easterly line of the right-of-way of the Penn Central Railroad to the southerly extension of the centerline of the alley west of and parallel with Lowe Avenue, said alley being also west of and adjoining the west line of Lots 1 through 22 in Block 34 in West Pullman, a subdivision in the west half of the northeast quarter and the northwest quarter of Section 28, Township 37 North, Range 14 East of the Third Principal Meridian; thence north along said centerline of the alley west of and parallel with Lowe Avenue to the south line of the right-of-way of the Illinois Central Railroad; thence east along said south line of the right-of-way of the Illinois Central Railroad to the east line of the east half of the northwest quarter of Section 28, Township 37 North, Range 14 East of the Third Principal Meridian, said east line of the east half of the northwest quarter of Section 28 being also the centerline of Stewart Avenue; thence north along said centerline of Stewart Avenue to the north line of the right-of-way of the Illinois Central Railroad; thence west along said north line of the right-of-way of the Illinois Central Railroad to the centerline of Lowe Avenue; thence north along said centerline of Lowe Avenue to the westerly extension of the south line of Lot 37 in Block 16 in said West Pullman; thence east along said westerly extension and along the south line of Lot 37 and along the easterly extension thereof to the centerline of the alley east of and parallel with Lowe Avenue, said alley being also east of and adjoining said Lot 37; thence north along said centerline of the alley east of and parallel with Lowe Avenue to the westerly extension of the south line of Lot 7 in said Block 16 in West Pullman; thence east along said westerly extension and along the south line of Lot 7 in said Block 16 in West Pullman to the west line of Wallace Street; thence east along a straight line to the southwest corner of Lot 40 in Block 17 in said West Pullman; thence east along the south line of said Lot 40 in Block 17 in West Pullman and along the easterly extension thereof and along the south line of Lot 7 in said Block 17 in West Pullman and along the easterly extension thereof to the centerline of Parnell Avenue; thence south along said centerline of Parnell Avenue to the westerly extension of the south line of the north 12.5 feet of Lot 38 in Block 18 in said West Pullman; thence east along said westerly extension and along the south line of the north 12.5 feet of Lot 38 in Block 18 in said West Pullman and the easterly extension thereof to the centerline of the alley east of and parallel with Parnell Avenue, said alley being also east of and adjoining said Lot 38; thence north along said centerline of the alley east of and parallel with Parnell Avenue to the westerly extension of the south line of Lot 6 in said Block 18 in West Pullman; thence east along said westerly extension and along the south line of said Lot 6 in Block 18 in West Pullman, and along the easterly extension thereof, to the

centerline of Normal Avenue; thence north along said centerline of Normal Avenue to the westerly extension of the centerline of the alley south of and parallel with 119th Street in Block 6 in West Pullman, said alley being also south of and adjoining the south line of Lots 1 through 10, inclusive, in the resubdivision of that part of West Pullman lying in the northwest quarter of the west half of the northeast quarter of Section 28, Township 37 North, Range 14 East of the Third Principal Meridian; thence east along said centerline of the alley south of and parallel with 119th Street to the centerline of Wentworth Avenue; thence north along said centerline of Wentworth Avenue to the easterly extension of the centerline of the alley north of and parallel with 119th Street, said alley being also north of and adjoining Lots 23 through 32, inclusive, in Block 4 in Thomas Scanlan's Addition to Pullman, being a subdivision of the east half of the southwest quarter of the southeast quarter of Section 21, Township 37 North, Range 14 East of the Third Principal Meridian; thence west along said easterly extension and along the centerline of the alley north of and parallel with 119th Street to the centerline of Harvard Avenue; thence north along said centerline of Harvard Avenue to the easterly extension of the centerline of the alley north of and parallel with 119th Street, said alley being also north of and adjoining the north line of Lots 17 through 26, inclusive, in Block 6 in A. O. Tylor's Addition to Pullman, a subdivision of the east half of the southeast quarter of the southwest quarter and of the west half of the west half of the southwest quarter of the southeast quarter of Section 21, Township 37 North, Range 14 East of the Third Principal Meridian; thence west along said easterly extension and the centerline of the alley north of and parallel with 119th Street to the centerline of Stewart Avenue; thence south along the centerline of Stewart Avenue, to the easterly extension of the centerline of the alley north of and parallel with 119th Street, said alley being also north of and adjoining the north line of Lots 6 through 15, inclusive, in Hugh Lauder's Subdivision of Lot 8 in Block 5 in said A. O. Tylor's Addition to Pullman; thence west along said easterly extension and the centerline of the alley north of and parallel with 119th Street to the centerline of Eggleston Avenue; thence north along said centerline of Eggleston Avenue to the easterly extension of the centerline of the alley north of and parallel with 119th Street, said alley being also north of and adjoining the north line of Lots 10 through 19, inclusive, in Block 4 in said A. O. Tylor's Addition to Pullman; thence west along said easterly extension and the centerline of the alley north of and parallel with 119th Street to the centerline of Normal Avenue; thence south along said centerline of Normal Avenue to the easterly extension of the centerline of the alley north of and parallel with 119th Street, said alley being also north of and adjoining the north line of Lots 17 through 26, inclusive, in Block 4 in Hannah B. Gano's Addition to Pullman,

being a subdivision of the west half of the southeast quarter of the southwest quarter of Section 21, Township 37 North, Range 14 East of the Third Principal Meridian; thence west along said easterly extension and the centerline of the alley north of and parallel with 119th Street to the southerly extension of the east line of Lot 28 in Block 4 in Kneeland and Wright's 2nd Addition to West Pullman in the southwest quarter of Section 21, Township 37 North, Range 14 East of the Third Principal Meridian; thence north along said southerly extension and the east line of Lot 28 in Block 4 in Kneeland and Wright's 2nd Addition to West Pullman and the northerly extension thereof to the centerline of 118th Place; thence west along said centerline of 118th Place to the southerly extension of the centerline of the alley east of and parallel with Halsted Street, said alley being also west of and adjoining the west line of Lots 1 through 11, inclusive, in said Block 4 in Kneeland and Wright's 2nd Addition to West Pullman; thence north along said centerline of the alley east of and parallel with Halsted Street to the centerline of 118th Street; thence east along said centerline of 118th Street to the southerly extension of the centerline of the alley east of and parallel with Halsted Street, said alley being also east of and adjoining the east line of Lots 170 through 165, inclusive, in Sharpshooter's Park Subdivision of part of Sharpshooter's Park, said park being the west half of the southwest quarter of Section 21, Township 37 North, Range 14 East of the Third Principal Meridian; thence north along said southerly extension and along the centerline of the alley east of and parallel with Halsted Street to the centerline of 115th Street; thence west along said centerline of 115th Street to the centerline of Halsted Street; thence north along said centerline of Halsted Street to the centerline of 114th Street; thence west along said centerline of 114th Street to the southerly extension of the centerline of the alley west of and parallel with Green Street, said alley being also east of and adjoining the east line of Lots 16 through 30, inclusive, in Sheldon Heights West Fifth Addition, a subdivision of a part of the east half of the northeast quarter of Section 20, Township 37 North, Range 14 East of the Third Principal Meridian; thence north along said southerly extension of the centerline of the alley west of and parallel with Green Street to the easterly extension of the south line of said Lot 30 in Sheldon Heights West Fifth Addition; thence west along said easterly extension and the south line of said Lot 30 in Sheldon Heights West Fifth Addition and along the westerly extension thereof to the southeast corner of Lot 31 in said Sheldon Heights West Fifth Addition; thence continuing west along the south line of said Lot 31 in said Sheldon Heights West Fifth Addition and along the westerly extension thereof to the southwest corner of said Sheldon Heights West Fifth Addition; thence north along the west line of said Sheldon Heights West Fifth Addition, said west line being also the west line of an 8 foot alley west of and parallel with Peoria Street, to the easterly extension of a line 16 feet south of and parallel with the south

line of Lots 19 and 20 in the Sixth Addition to Sheldon Heights West, being a subdivision of part of the east two-thirds of the west three-eighths of the north half of the east half of the northeast quarter of Section 20, Township 37 North, Range 14 East of the Third Principal Meridian; thence west along said easterly extension and along a line 16 feet south of and parallel with the south line of Lots 19 and 20 in the Sixth Addition to Sheldon Heights West to the southwesterly line of said Sixth Addition to Sheldon Heights West Subdivision, said southwesterly line being also a line 8 feet southwest of and parallel with the southwesterly line of Lots 20 through 23, inclusive, in said Sixth Addition to Sheldon Heights West; thence northwest along said southwesterly line of Sixth Addition to Sheldon Heights West Subdivision to the point of intersection of said southwesterly line with the west line of said Sixth Addition to Sheldon Heights West Subdivision, said point being 1,032.98 feet south of the north line of the west half of the northeast quarter of Section 20, Township 37 North, Range 14 East of the Third Principal Meridian; thence southwesterly along a straight line to a point on the west line of the east half of the northeast quarter of Section 20, Township 37 North, Range 14 East of the Third Principal Meridian, said point being 1,188.76 feet south of the north line of said Section 20 as measured along said west line of the east half of the northeast quarter of Section 20; thence south along said west line of the east half of the northeast quarter of Section 20 to the northeasterly line of the right-of-way of the Penn Central Railroad; thence northwest along said northeasterly line of the right-of-way of the Penn Central Railroad to the centerline of 111th Street; thence west along said centerline of 111th Street to the southwesterly line of the right-of-way of the Penn Central Railroad; thence southeast along said southwesterly line of the right-of-way of the Penn Central Railroad to the centerline of 115th Street; thence west along said centerline of 115th Street to the point of beginning on the centerline of Morgan Street, all in Cook County, Illinois.

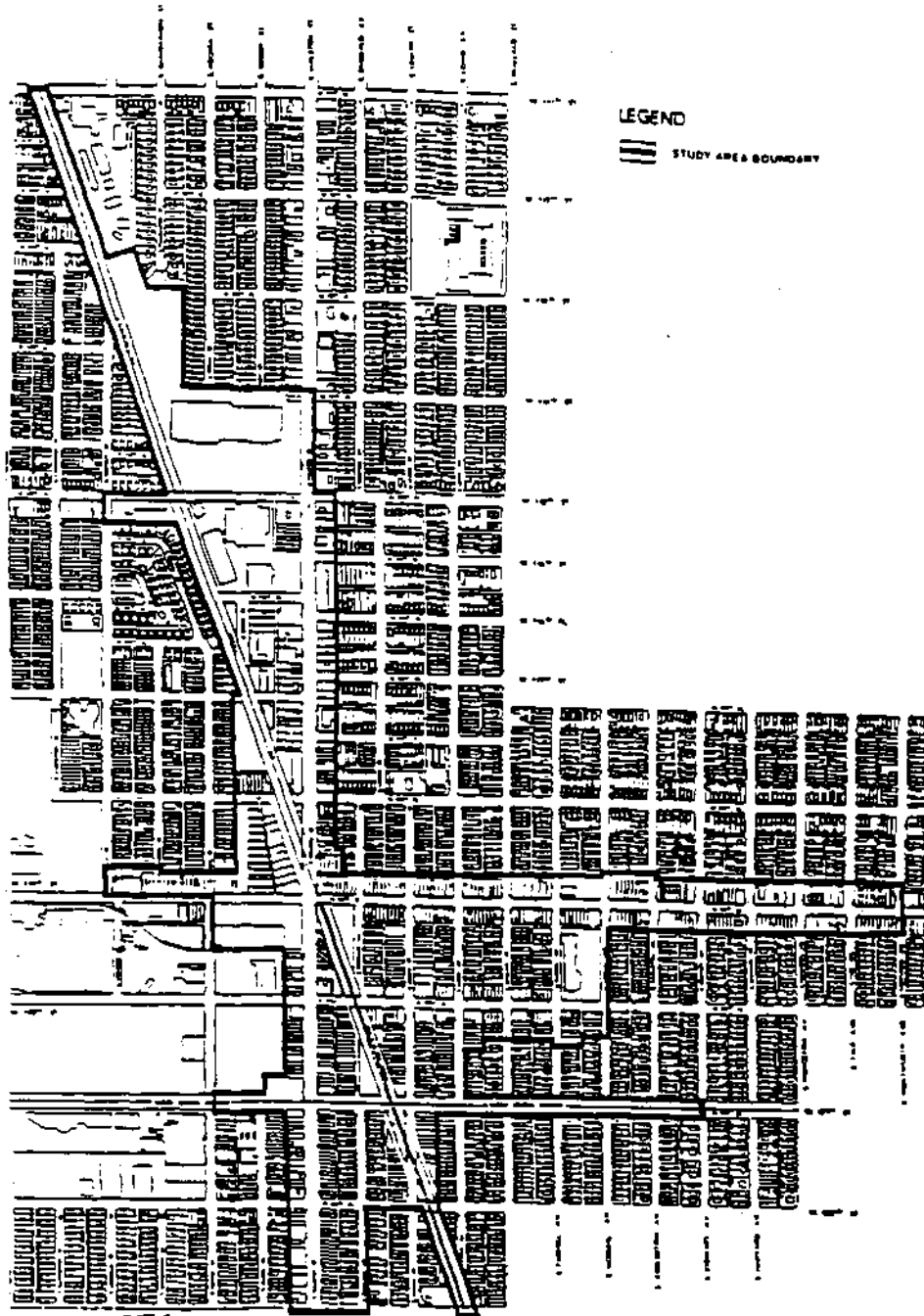
Exhibit "B".

Street Location.

The 119th and Halsted Redevelopment Project Area lies primarily in the West Pullman community area, and is generally bounded by 123rd Street on the south, South Wentworth Avenue and South Normal Avenue on the east, 111th Street on the north and Morgan Street on the west.

Exhibit "C".

Boundary Map.



ADOPTION OF TAX INCREMENT ALLOCATION FINANCING FOR
119TH AND HALSTED REDEVELOPMENT PROJECT AREA.

The Committee on Finance submitted the following report:

CHICAGO, February 6, 2002.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance adopting tax increment financing for the 119th and Halsted Redevelopment Project Area, 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, Hairston, Beavers, Stroger, Beale, Pope, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 48.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, It is desirable and in the best interest of the citizens of the City of Chicago Illinois (the "City") for the City to implement tax increment allocation financing ("Tax Increment Allocation Financing") pursuant to the Illinois Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, et seq., as amended (the "Act"), for a proposed redevelopment project area to be known as the 119th and Halsted Redevelopment Project Area (the "Area") described in Section 2 of this ordinance, to be redeveloped pursuant to a proposed redevelopment plan and project (the "Plan"); and

WHEREAS, The Community Development Commission of the City has forwarded to the City Council of the City ("City Council") a copy of its Resolution 01-CDC-107, recommending to the City Council the adoption of Tax Increment Allocation Financing for the Area, among other things; and

WHEREAS, As required by the Act, the City has heretofore approved the Plan, which was identified in An Ordinance Of The City Of Chicago, Illinois, Approving A Redevelopment Plan For The 119th And Halsted Redevelopment Project Area and has heretofore designated the Area as a redevelopment project area by passage of An Ordinance Of The City Of Chicago, Illinois, Designating The 119th And Halsted Redevelopment Project Area A Redevelopment Project Area Pursuant To The Tax Increment Allocation Redevelopment Act and has otherwise complied with all other conditions precedent required by the Act; now, therefore,

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

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

SECTION 2. Tax Increment Allocation Financing Adopted. Tax Increment Allocation Financing is hereby adopted pursuant to Section 5/11-74.4-8 of the Act to finance redevelopment project costs as defined in the Act and as set forth in the Plan within the Area legally described in Exhibit A attached hereto and incorporated herein. The street location (as near as practicable) for the Area is described in Exhibit B attached hereto and incorporated herein. The map of the Area is depicted in Exhibit C attached hereto and incorporated herein.

SECTION 3. Allocation Of Ad Valorem Taxes. Pursuant to the Act, the ad valorem taxes, if any, arising from the levies upon taxable real property in the Area by taxing districts and tax rates determined in the manner provided in

Section 5/11-74.4-9(c) of the Act each year after the effective date of this ordinance until redevelopment project costs and all municipal obligations financing redevelopment project costs incurred under the Act have been paid, shall be divided as follows:

a. that portion of taxes levied upon each taxable lot, block, tract or parcel of real property which is attributable to the lower of the current equalized assessed value or the initial equalized assessed value of each such taxable lot, block, tract or parcel of real property in the Area shall be allocated to, and when collected, shall be paid by the county collector to the respective affected taxing districts in the manner required by law in the absence of the adoption of Tax Increment Allocation Financing; and

b. that portion, if any, of such taxes which is attributable to the increase in the current equalized assessed valuation of each taxable lot, block, tract or parcel of real property in the Area over and above the initial equalized assessed value of each property in the Area shall be allocated to, and when collected, shall be paid to the City treasurer who shall deposit said taxes into a special fund, hereby created, and designated the "119th and Halsted Redevelopment Project Area Special Tax Allocation Fund" of the City for the purpose of paying redevelopment project costs and obligations incurred in the payment thereof.

SECTION 4. Invalidity Of Any Section. If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this ordinance.

SECTION 5. Superseder. All ordinances, resolutions, motions or orders in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 6. Effective Date. This ordinance shall be in full force and effect immediately upon its passage.

[Exhibit "C" referred to in this ordinance printed
on page 78658 of this Journal.]

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

Exhibit "A".

*Legal Description Of The 119th And Halsted
Redevelopment Project Area.*

All that part of Sections 20, 21, 28 (north of the Indian Boundary Line) and 29 in Township 37 North, Range 14 East of the Third Principal Meridian bounded and described as follows:

beginning at the point of intersection of the centerline of 115th Street with the centerline of Morgan Street; thence south along said centerline of Morgan Street to the westerly extension of a line 8 feet north of and parallel with the north line of Lot 1 in Maple Park Court Resubdivision of part of Stanley Mathew's Subdivision in the west half of the southeast quarter of Section 20, Township 37 North, Range 14 East of the Third Principal Meridian, said line being also the centerline of the 16 foot alley lying north of and adjoining said Lot 1 in Maple Park Court Resubdivision; thence east along said easterly extension and along the line 8 feet north of and parallel with the north line of Lot 1 in Maple Park Court resubdivision and along the easterly extension thereof to the westerly line of the Penn Central Railroad right-of-way; thence southeasterly along said westerly line of the Penn Central Railroad right-of-way to the centerline of 117th Street thence west along said centerline of 117th Street to the northerly extension of the centerline of the 16 foot alley lying east and adjoining the east line of Lots 12 through 35, inclusive, in Block 1 in the resubdivision of the east half of original Blocks 8 and 11 and all of that part of Block 7, lying west of the P. C. C. & St. L. R. R. in original subdivision of the east half of the southeast quarter of Section 20, Township 37 North, Range 14 East of the Third Principal Meridian; thence south along said northerly extension and along said centerline of the 16 foot alley and along the southerly extension thereof to the centerline of 118th Street; thence east along said centerline of 118th Street to the northerly extension of the east line of the alley lying east of and adjoining the east line of Lots 1 through 15, inclusive, in Block 2 in said resubdivision of the east half of original Blocks 8 and 11 and all of that part of Block 7, lying west of the P. C. C. & St. L. R. R. in original subdivision of the east half of the southeast quarter of Section 20, Township 37 North, Range 14 East of the Third Principal Meridian; thence south along said northerly extension and along the east line of the alley lying east of and adjoining the east line of Lots 1 through 15, inclusive, in Block 2 in said resubdivision and along the southerly extension thereof to the centerline of the alley lying south of and adjoining the south line of Lot 15 in said Block 2 in the resubdivision of the east half of original Blocks 8 and 11 and all of that part of Block 7, lying west of the P. C. C. & St. L. R. R. in original subdivision of the east half of the southeast quarter of Section 20, Township 37 North, Range 14 East of the Third Principal Meridian; thence west

along the centerline of said alley lying south of and adjoining the south line of Lot 15 in Block 2 in said resubdivision to the east line of Peoria Street; thence west along a straight line to the point of intersection of the west line of Peoria Street with the centerline of the alley lying south of and adjoining the south line of Lots 29 and 18 in Block 4 in the resubdivision of the west half of Blocks 8 and 11 and all of Blocks 9 and 10, except Lots 19, 22 and 23 of Block 10 of the original subdivision of the east half of the southeast quarter of Section 20, Township 37 North, Range 14 East of the Third Principal Meridian; thence west along the centerline of the alley lying south of and adjoining the south line of Lots 29 and 18 in Block 4 in said resubdivision and the westerly extension thereof to the centerline of Sangamon Street; thence north along said centerline of Sangamon Street to the easterly extension of the center line of the alley lying north of and adjoining the north line of Lots 19, 20 and 21 in Block 3 in said resubdivision of the west half of Blocks 8 and 11 and all of Blocks 9 and 10, except Lots 19, 22 and 23 of Block 10 of the original subdivision of the east half of the southeast quarter of Section 20, Township 37 North, Range 14 East of the Third Principal Meridian; thence west along said centerline of the alley lying north of and adjoining the north line of Lots 19, 20 and 21 in Block 3 in said resubdivision to the northerly extension of the west line of said Lot 21 in Block 3 in said resubdivision; thence north along said northerly extension of the west line of said Lot 21 to the south line of Lot 18 in Block 3 in said resubdivision; thence west along said south line of Lot 18 and along the westerly extension thereof and along the south line of Lot 22 in Block 3 in said resubdivision to the east line of Morgan Street; thence south along said east line of Morgan Street to the north line of 119th Street; thence east along said north line of 119th Street to the east line of Peoria Street; thence south along said east line of Peoria Street to the westerly extension of the northerly line of Lot 1 in Block 1 of First Addition of West Pullman Subdivision; thence easterly along said westerly extension of the northerly line of Lot 1 in Block 1 of First Addition of West Pullman Subdivision to the northwest corner of said Lot 1; thence southerly along the westerly line of Lots 1 through 11, inclusive, in said Block 1 of First Addition of West Pullman Subdivision to the north line of 120th Street; thence southerly to the northwest corner of Lot 1 in Block 8 of said First Addition to West Pullman Subdivision; thence southerly along the westerly line of Lots 1 through 18, inclusive, in said Block 8 to the southwest corner of said Lot 18; thence southerly a distance of 25.00 feet along the prolongation of the last described course; thence 165 feet, more or less, westerly to the east line of vacated Green Street; thence southerly along said east line of vacated Green Street to the northerly right-of-way line of Illinois Central Railroad; thence west along said northerly right-of-way line of Illinois Central Railroad to the east line of Peoria Street; thence south along said east line of Peoria Street to the southerly right-of-way line of the Illinois Central Railroad; thence east along said southerly right-of-way line of the Illinois Central Railroad to the northwest corner of Lot 1 in Block 9 of First Addition to West Pullman Subdivision; thence south along the westerly line of Lots 1 through 12 to the easterly extension of the southerly line of Lot 11 in Block 1 of the resubdivision of Block 9 to 16, inclusive, of said

First Addition to West Pullman Subdivision; thence west along said easterly extension of the southerly line of Lot 11 in Block 1 in said resubdivision, a distance of 8 feet, to the centerline of the alley lying west of and parallel with Halsted Street, said alley being also east of and adjoining said Lot 11; thence south along said centerline of the alley lying west of and parallel with Halsted Street to the centerline of 123rd Street; thence east along said centerline of 123rd Street to the centerline of Emerald Avenue; thence north along said centerline of Emerald Avenue to the centerline of 122nd Street; thence east along said centerline of 122nd Street to the westerly line of the right-of-way of the Penn Central Railroad; thence southeasterly along said westerly line of the right-of-way of the Penn Central Railroad to the centerline of 123rd Street; thence east along said centerline of 123rd Street to the easterly line of the right-of-way of the Penn Central Railroad; thence northwesterly along said easterly line of the right-of-way of the Penn Central Railroad to the southerly extension of the centerline of the alley west of and parallel with Lowe Avenue, said alley being also west of and adjoining the west line of Lots 1 through 22 in Block 34 in West Pullman, a subdivision in the west half of the northeast quarter and the northwest quarter of Section 28, Township 37 North, Range 14 East of the Third Principal Meridian; thence north along said centerline of the alley west of and parallel with Lowe Avenue to the south line of the right-of-way of the Illinois Central Railroad; thence east along said south line of the right-of-way of the Illinois Central Railroad to the east line of the east half of the northwest quarter of Section 28, Township 37 North, Range 14 East of the Third Principal Meridian, said east line of the east half of the northwest quarter of Section 28 being also the centerline of South Stewart Avenue; thence north along said centerline of South Stewart Avenue to the north line of the right-of-way of the Illinois Central Railroad; thence west along said north line of the right-of-way of the Illinois Central Railroad to the centerline of Lowe Avenue; thence north along said centerline of Lowe Avenue to the westerly extension of the south line of Lot 37 in Block 16 in said West Pullman; thence east along said westerly extension and along the south line of Lot 37 and along the easterly extension thereof to the centerline of the alley east of and parallel with Lowe Avenue, said alley being also east of and adjoining said Lot 37; thence north along said centerline of the alley east of and parallel with Lowe Avenue to the westerly extension of the south line of Lot 7 in said Block 16 in West Pullman; thence east along said westerly extension and along the south line of Lot 7 in said Block 16 in West Pullman to the west line of Wallace Street; thence east along a straight line to the southwest corner of Lot 40 in Block 17 in said West Pullman; thence east along the south line of said Lot 40 in Block 17 in West Pullman and along the easterly extension thereof and along the south line of Lot 7 in said Block 17 in West Pullman and along the easterly extension thereof to the centerline of Parnell Avenue; thence south along said centerline of Parnell Avenue to the westerly extension of the south line of the north 12.5 feet of Lot 38 in Block 18 in said West Pullman; thence east along said westerly extension and along the south line of the north 12.5 feet of Lot 38 in Block 18 in said West Pullman and the easterly extension thereof to the centerline of the alley east of and parallel with Parnell Avenue, said alley

being also east of and adjoining said Lot 38; thence north along said centerline of the alley east of and parallel with Parnell Avenue to the westerly extension of the south line of Lot 6 in said Block 18 in West Pullman; thence east along said westerly extension and along the south line of said Lot 6 in Block 18 in West Pullman, and along the easterly extension thereof, to the centerline of Normal Avenue; thence north along said centerline of Normal Avenue to the westerly extension of the centerline of the alley south of and parallel with 119th Street in Block 6 in West Pullman, said alley being also south of and adjoining the south line of Lots 1 through 10, inclusive, in the resubdivision of that part of West Pullman lying in the northwest quarter of the west half of the northeast quarter of Section 28, Township 37 North, Range 14 East of the Third Principal Meridian; thence east along said centerline of the alley south of and parallel with 119th Street to the centerline of Wentworth Avenue; thence north along said centerline of Wentworth Avenue to the easterly extension of the centerline of the alley north of and parallel with 119th Street, said alley being also north of and adjoining Lots 23 through 32, inclusive, in Block 4 in Thomas Scanlan's Addition to Pullman, being a subdivision of the east half of the southwest quarter of the southeast quarter of Section 21, Township 37 North, Range 14 East of the Third Principal Meridian; thence west along said easterly extension and along the centerline of the alley north of and parallel with 119th Street to the centerline of Harvard Avenue; thence north along said centerline of Harvard Avenue to the easterly extension of the centerline of the alley north of and parallel with 119th Street, said alley being also north of and adjoining the north line of Lots 17 through 26, inclusive, in Block 6 in A. O. Tylor's addition to Pullman, a subdivision of the east half of the southeast quarter of the southwest quarter and of the west half of the west half of the southwest quarter of the southeast quarter of Section 21, Township 37 North, Range 14 East of the Third Principal Meridian; thence west along said easterly extension and the centerline of the alley north of and parallel with 119th Street to the centerline of Stewart Avenue; thence south along the centerline of Stewart Avenue, to the easterly extension of the centerline of the alley north of and parallel with 119th Street, said alley being also north of and adjoining the north line of Lots 6 through 15, inclusive, in Hugh Lauder's Subdivision of Lot 8 in Block 5 in said A.O. Tylor's Addition to Pullman; thence west along said easterly extension and the centerline of the alley north of and parallel with 119th Street to the centerline of Eggleston Avenue; thence north along said centerline of Eggleston Avenue to the easterly extension of the centerline of the alley north of and parallel with 119th Street, said alley being also north of and adjoining the north line of Lots 10 through 19, inclusive, in Block 4 in said A. O. Tylor's Addition to Pullman; thence west along said easterly extension and the centerline of the alley north of and parallel with 119th Street to the centerline of Normal Avenue; thence south along said centerline of Normal Avenue to the easterly extension of the centerline of the alley north of and parallel with 119th Street, said alley being also north of and adjoining the north line of Lots 17 through 26, inclusive, in Block 4 in Hannah B. Gano's Addition to Pullman, being a subdivision of the west half of the southeast quarter of the southwest quarter of Section 21, Township 37 North, Range 14 East of the Third

Principal Meridian; thence west along said easterly extension and the centerline of the alley north of and parallel with 119th Street to the southerly extension of the east line of Lot 28 in Block 4 in Kneeland and Wright's 2nd Addition to West Pullman in the southwest quarter of Section 21, Township 37 North, Range 14 East of the Third Principal Meridian; thence north along said southerly extension and the east line of Lot 28 in Block 4 in Kneeland and Wright's 2nd Addition to West Pullman and the northerly extension thereof to the centerline of 118th Place; thence west along said centerline of 118th Place to the southerly extension of the centerline of the alley east of and parallel with Halsted Street, said alley being also west of and adjoining the west line of Lots 1 through 11, inclusive, in said Block 4 in Kneeland and Wright's 2nd Addition to West Pullman; thence north along said centerline of the alley east of and parallel with Halsted Street to the centerline of 118th Street; thence east along said centerline of 118th Street to the southerly extension of the centerline of the alley east of and parallel with Halsted Street, said alley being also east of and adjoining the east line of Lots 170 through 165, inclusive, in Sharpshooter's Park Subdivision of part of Sharpshooter's Park, said park being the west half of the southwest quarter of Section 21, Township 37 North, Range 14 East of the Third Principal Meridian; thence north along said southerly extension and along the centerline of the alley east of and parallel with Halsted Street to the centerline of 115th Street; thence west along said centerline of 115th Street to the centerline of Halsted Street; thence north along said centerline of Halsted Street to the centerline of 114th Street; thence west along said centerline of 114th Street to the southerly extension of the centerline of the alley west of and parallel with Green Street, said alley being also east of and adjoining the east line of Lots 16 through 30, inclusive, in Sheldon Heights West Fifth Addition, a subdivision of a part of the east half of the northeast quarter of Section 20, Township 37 North, Range 14 East of the Third Principal Meridian; thence north along said southerly extension of the centerline of the alley west of and parallel with Green Street to the easterly extension of the south line of said Lot 30 in Sheldon Heights West Fifth Addition; thence west along said easterly extension and the south line of said Lot 30 in Sheldon Heights West Fifth Addition and along the westerly extension thereof to the southeast corner of Lot 31 in said Sheldon Heights West Fifth Addition; thence continuing west along the south line of said Lot 31 in said Sheldon Heights West Fifth Addition and along the westerly extension thereof to the southwest corner of said Sheldon Heights West Fifth Addition; thence north along the west line of said Sheldon Heights West Fifth Addition, said west line being also the west line of an 8 foot alley west of and parallel with Peoria Street, to the easterly extension of a line 16 feet south of and parallel with the south line of Lots 19 and 20 in the Sixth Addition to Sheldon Heights West, being a subdivision of part of the east two-thirds of the west three-eighths of the north half of the east half of the northeast quarter of Section 20, Township 37

North, Range 14 East of the Third Principal Meridian; thence west along said easterly extension and along a line 16 feet south of and parallel with the south line of Lots 19 and 20 in the Sixth Addition to Sheldon Heights West to the southwesterly line of said Sixth Addition to Sheldon Heights West Subdivision, said southwesterly line being also a line 8 feet southwest of and parallel with the southwesterly line of Lots 20 through 23, inclusive, in said Sixth Addition to Sheldon Heights West; thence northwest along said southwesterly line of Sixth Addition to Sheldon Heights West Subdivision to the point of intersection of said southwesterly line with the west line of said Sixth Addition to Sheldon Heights West Subdivision, said point being 1,032.98 feet south of the north line of the west half of the northeast quarter of Section 20, Township 37 North, Range 14 East of the Third Principal Meridian; thence southwesterly along a straight line to a point on the west line of the east half of the northeast quarter of Section 20, Township 37 North, Range 14 East of the Third Principal Meridian, said point being 1,188.76 feet south of the north line of said Section 20 as measured along said west line of the east half of the northeast quarter of Section 20; thence south along said west line of the east half of the northeast quarter of Section 20 to the northeasterly line of the right-of-way of the Penn Central Railroad; thence northwest along said northeasterly line of the right-of-way of the Penn Central Railroad to the centerline of 111th Street; thence west along said centerline of 111th Street to the southwesterly line of the right-of-way of the Penn Central Railroad; thence southeast along said southwesterly line of the right-of-way of the Penn Central Railroad to the centerline of 115th Street; thence west along said centerline of 115th Street to the point of beginning on the centerline of Morgan Street, all in Cook County, Illinois.

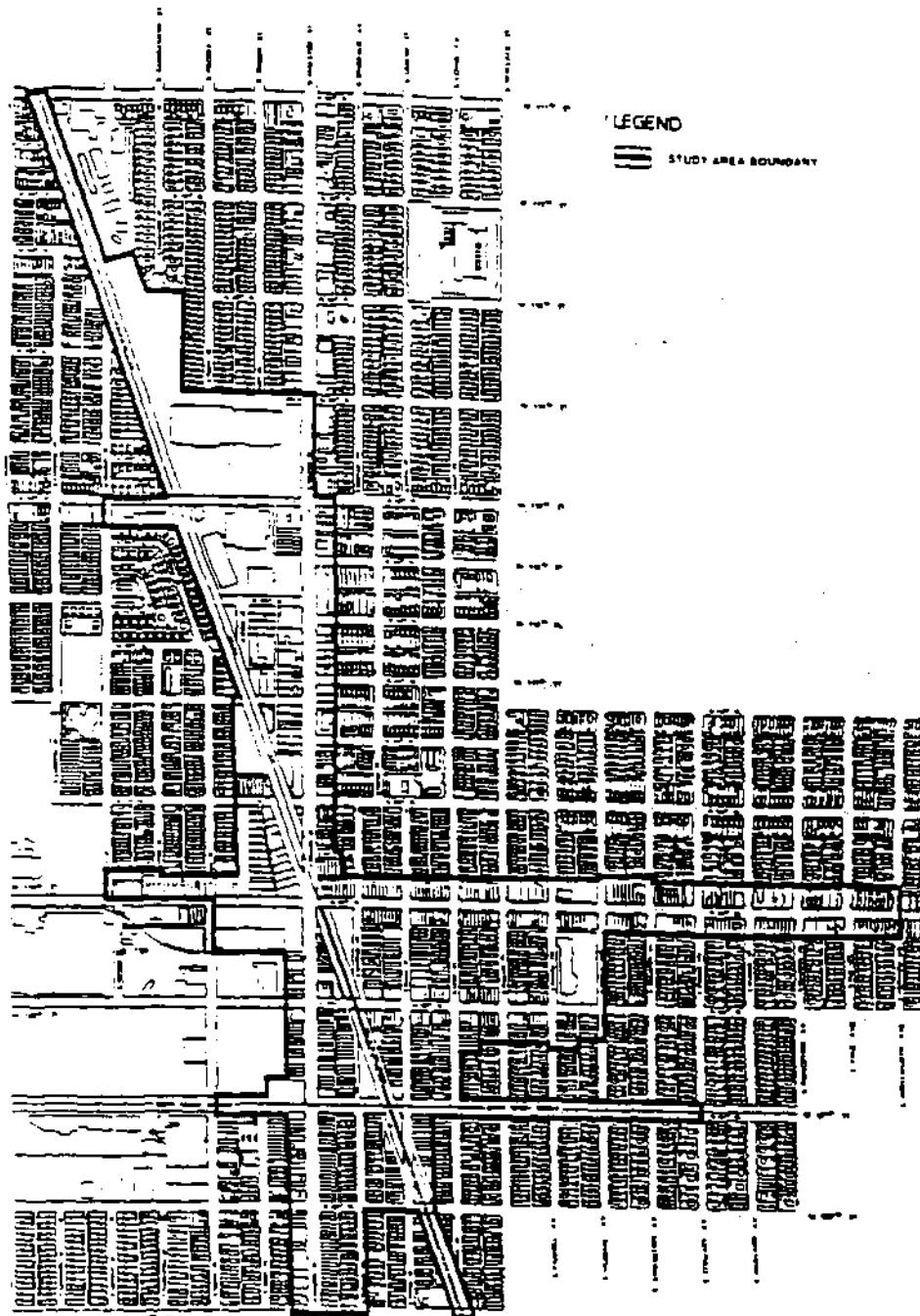
Exhibit "B".

Street Location.

The 119th and Halsted Redevelopment Project Area lies primarily in the West Pullman community area, and is generally bounded by 123rd Street on the south, Wentworth Avenue and Normal Avenue on the east, 111th Street on the north and Morgan Street on the west.

Exhibit "C".

Boundary Map.



ESTABLISHMENT OF PARKING RATES FOR CITY-OWNED
FACILITY AT 5230 SOUTH LAKE PARK AVENUE.

The Committee on Finance submitted the following report:

CHICAGO, February 6, 2002.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance establishing the parking rates at the City of Chicago parking facility at 5230 South Lake Park 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, Hairston, Beavers, Stroger, Beale, Pope, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Hansen, Levar, Shiller, Schuler, M. Smith, Moore -- 48.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago owns the parking lot located at 5230 South Lake Park Avenue; and

WHEREAS, The City of Chicago wishes to charge an amount comparable to other lots in the surrounding area; now, therefore,

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

SECTION 1. The following parking fees, exclusive of any applicable taxes, shall be charged for each motor vehicle parked at the parking lot;

A. The monthly parking rate shall be Sixty-five and no/100 Dollars (\$65.00) per month.

B. The parking meter rate shall be twenty-five cents (25¢) per fifteen (15) minutes, with a three (3) hour limit, twenty-four (24) hours a day, seven (7) days a week, at the parking lot.

SECTION 2. This ordinance takes effect on the first (1st) day of the month following its passage and approval.

AUTHORIZATION FOR ISSUANCE OF FREE PERMITS, LICENSE
FEE EXEMPTIONS AND REFUND OF FEES FOR
CERTAIN CHARITABLE, EDUCATIONAL AND
RELIGIOUS INSTITUTIONS.

The Committee on Finance submitted the following report:

CHICAGO, February 6, 2002.

To the President and Members of the City Council:

Your Committee on Finance, to which had been referred November 28, October 3, October 31, December 5, 2001 and January 16, 2002, sundry proposed ordinances and orders transmitted therewith to authorize the issuance of free permits, license fee exemptions and refund 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, substitute ordinances, orders and 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 ordinances, substitute ordinances, orders and substitute order transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Hairston, Beavers, Stroger, Beale, Pope, Balcer, Frias, Olivo, Burke, T Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 48.

Nays -- None.

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

The following are said ordinances and orders as passed (the italic heading in each case not being a part of the ordinance or order):

FREE PERMITS.

Abraham Lincoln Center.
(6957 South Green Street)

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 Fire, the Commissioner of Sewers, the Commissioner of Water and the Director of Revenue are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to Abraham Lincoln Center, 6957 South Green Street, for Section 811 housing proposed for construction on city-owned land.

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.

Abraham Lincoln Center.
(7200 South Harvard Avenue)

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 Fire, the Commissioner of Sewers, the Commissioner of Water and the Director of Revenue, are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to Abraham Lincoln Center, 7200 South Harvard Avenue, for Section 811 housing proposed for construction on city-owned land.

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 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.

Church In Chicago.

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 Fire, the Commissioner of Sewers, the Commissioner of Water and the Director of Revenue are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to Church In Chicago, 3927 West Irving Park Road, for remodeling on the premises known as 3915 West Irving Park Road.

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.

Cristo Rey Jesuit High School.

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 Director of Revenue, 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 Cristo Rey Jesuit High School for new construction (new gymnasium, cafeteria and library) on the premises known as 1851 West 22nd Place.

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.

Educational Advancement Fund/University Center Chicago.

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 Director of Revenue are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to Educational Advancement Fund/University Center Chicago, 525 South State Street, for construction (exterior and interior) on the premises to be known as 525 South State 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.

Fellowship 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, 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 Fellowship Missionary Baptist Church for construction of Fellowship Manor on the premises of 5041 South Princeton Avenue.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

Helping People, Inc.
(6957 South Green Street)

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 Fire, the Commissioner of Sewers, the Commissioner of Water and the Director of Revenue are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to Helping People, Inc., 6957 South Green Street, for Section 811 housing proposed for construction on city-owned land.

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.

Helping People, Inc.
(7200 South Harvard Avenue)

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 Fire, the Commissioner of Sewers, the Commissioner of Water and the Director of

Revenue are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to Helping People, Inc., 7200 South Harvard Avenue, for Section 811 housing proposed for construction on city-owned land.

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.

Makki Masjid.

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 Makki Masjid, 3418 West Ainslie Street, on the premises known as 3418 West Ainslie 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.

Northwestern Memorial Hospital/Wesley Pavilion.

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 Director of Revenue are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to Northwestern Memorial Hospital, 251 East Huron Street, for demolition of low-rise buildings west of Wesley Pavilion -- 201, 212, 216 and 222 East Superior Street. These buildings house administrative functions that are being relocated on the premises known as Northwestern Memorial/Wesley Pavilion, 250 East Superior Street (the contracts will clearly state that Northwestern Memorial Hospital will not reimburse any contractor for any city permit fees for the above addresses for demolition).

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.

Saint Gabriel School.

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 Environment, the Commissioner of Fire, the Director of Revenue, the Commissioner of Sewers and the Commissioner of Water are hereby authorized and 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 Saint Gabriel School, a not-for-profit Illinois corporation, related to the erection and maintenance of building(s) and fuel storage facilities at Saint Gabriel School, 4500 South Wallace Street.

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 plans submitted and all of the appropriate provisions of the Municipal Code of the City of Chicago, and departmental requirements of various departments of the City of Chicago, and said building(s) all 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 necessary permits and licenses.

SECTION 2. This ordinance shall take effect and be enforced upon its passage and publication.

LICENSE FEE EXEMPTIONS.

Day Care Center.

Beverly Montessori School.

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 I) for the period beginning August 16, 2001 and ending August 15, 2002:

Beverly Montessori School
9916 South Walden Parkway.

SECTION 2. This ordinance shall take effect and be in force upon its passage and publication.

Good Shepherd Lutheran Church And School.

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 I) for the period beginning November 16, 2001 and ending November 15, 2002:

Good Shepherd Lutheran Church and School
4200 West 62nd Street.

SECTION 2. This ordinance shall take effect upon its passage and publication.

Hull House Association/Uptown Family 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 payment of the annual Day Care License fee (Code 1584/Class I) for the period beginning August 16, 2001 and ending August 15, 2002:

Hull House Association
Uptown Family Day Care Center
4520 North Beacon Street, 1st floor.

SECTION 2. This ordinance shall take effect upon its passage and publication.

Humboldt Park Head Start Program.

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 I) for a period beginning November 16, 2000 and

ending November 15, 2001:

Humboldt Park Head Start Program
1132 North Spaulding Avenue.

SECTION 2. This ordinance shall take effect and be in force upon its passage and publication.

Jane Addams Hull House/Uptown Head Start.

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 I) for the period beginning August 15, 2001 through August 15, 2002:

Jane Addams Hull House
Uptown Head Start
1020 West Bryn Mawr Avenue.

SECTION 2. This ordinance shall take effect and be in force upon its passage and publication.

Lincoln Park Cooperative Nursery.

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 I) for the period beginning February 16, 2002 and

ending February 15, 2003:

Lincoln Park Cooperative Nursery
1753 North Fern Court, 1st floor.

SECTION 2. This ordinance shall take effect and be in force upon its passage and publication.

Maryville Parenting Teen Center.
(Code 1584/Class I)

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 I) for the period beginning February 16, 2000 and ending November 15, 2003:

Maryville Parenting Teen Center
400 West Dickens Avenue, 1st floor.

SECTION 2. This ordinance shall take effect upon its passage and publication.

Maryville Parenting Teen Center.
(Code 1585/Class I)

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 1585/Class I) for the period beginning February 16, 2002 and

ending February 15, 2003:

Maryville Parenting Teen Center
400 West Dickens Avenue, 1st floor.

SECTION 2. This ordinance shall take effect upon its passage and publication.

Park West Cooperative Nursery.

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 I) for the period beginning February 16, 2002 and ending February 15, 2003:

Park West Cooperative Nursery
2335 North Orchard Street, 1st floor.

SECTION 2. This ordinance shall take effect upon its passage and publication.

Saint Vincent De Paul Center.
(Code 1584/Class I)

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 I) for the period beginning February 16, 2002 and ending February 15, 2003:

Saint Vincent De Paul Center
2145 North Halsted Street, 1st floor.

SECTION 2. This ordinance shall take effect and be in force upon its passage and publication.

Saint Vincent De Paul Center
(Code 1585/Class I)

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 1585/Class I) for the period beginning February 16, 2002 and ending February 15, 2003:

Saint Vincent De Paul Center
2145 North Halsted Street, 1st floor.

SECTION 2. This ordinance shall take effect upon its passage and publication.

Young Men's Christian Association Child Development Center/Austin
Young Men's Christian Association Pre-School.
(Year Ending May 15, 2001)

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 I) for the period beginning May 15, 2000 and ending May 15, 2001:

Young Men's Christian Association Child
Development Center
Austin Young Men's Christian Association Pre-School
501 North Central Avenue.

SECTION 2. This ordinance shall take effect and be in force upon its passage and publication.

*Young Men's Christian Association Child Development Center/Austin
Young Men's Christian Association Pre-School.
(Year Ending May 15, 2002)*

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 I) for the period beginning May 16, 2001 and ending May 15, 2002:

Young Men's Christian Association Child
Development Center
Austin Young Men's Christian Association Pre-School
501 North Central Avenue.

SECTION 2. This ordinance shall take effect and be in force upon its passage and publication.

*Young Men's Christian Association of Metropolitan
Chicago/Dorothy Cole-Gray.
(Code 1584/Class I)*

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 I) for the period beginning August 15, 2001 and ending August 16, 2002:

Dorothy Cole-Gray
Young Men's Christian Association of
Metropolitan Chicago
3449 West Arthington Street.

SECTION 2. This ordinance shall take effect and be in force upon its passage and publication.

*Young Men's Christian Association Of Metropolitan
Chicago/Dorothy Cole-Gray.
(Code 1585/Class I)*

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 1585/Class I) for the period beginning August 15, 2001 and ending August 16, 2002:

Dorothy Cole-Gray
Young Men's Christian Association of
Metropolitan Chicago
3449 West Arthington Street.

SECTION 2. This ordinance shall take effect and be in force upon its passage and publication.

REFUND OF FEES.

Deborah's Place/Rebecca Johnson Apartments.

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

SECTION 1. Pursuant to Sections 4-209-010, 4-209-020 and 13-20-060 of the Municipal Code of Chicago, the Director of Revenue and the City Comptroller are hereby authorized and directed to refund the amount of \$100.00 to Deborah's Place/Rebecca Johnson Apartments, for the property located at 2822 West Jackson Boulevard, representing payment of the annual Single Room Occupancy License fee (License Code 1371/License Number 1167196) for the period of November 16, 2001 through November 15, 2002.

SECTION 2. This order shall take effect and be in full force from and after its passage and publication.

EXEMPTION OF ADVOCATE ILLINOIS MASONIC MEDICAL CENTER
FROM PAYMENT OF ALL CITY PERMIT, LICENSE AND
INSPECTION FEES FOR YEAR ENDING
DECEMBER 31, 2002.

The Committee on Finance submitted the following report:

CHICAGO, February 6, 2002.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a proposed ordinance presented by Alderman Hansen (44th Ward) exempting Advocate Illinois Masonic Medical Center from payment of all city permit, license and inspection fees for the year ending December 31, 2002, 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, Hairston, Beavers, Stroger, Beale, Pope, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 48.

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 authorized and 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 Advocate Illinois Masonic Medical Center, a not-for-profit Illinois corporation, related to the erection and maintenance of buildings at the following locations:

810 West Nelson Street;

814 West Nelson Street;

824 West Nelson Street;

831 West Nelson Street;
836 West Nelson Avenue;
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;
3000 North Halsted Street; and
3048 North Wilton Avenue.

Said buildings 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 plans submitted and all appropriate provisions of the Municipal Code of the City of Chicago and departmental requirements of various departments of the City of Chicago, and said buildings and all 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 Advocate 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 the collection of inspection fees.

SECTION 3. The Advocate Illinois Masonic Medical Center shall be entitled to a refund of city fees which it has paid and to which it is exempt pursuant to Sections 1 and 2 of this ordinance.

SECTION 4. This ordinance shall be in force for a period of one (1) year but in no event beyond December 31, 2002.

EXEMPTION OF CHICAGO HOUSING AUTHORITY/HALSTED
AND DICKENS SENIOR BUILDING FROM PAYMENT OF
ALL CITY PERMIT, LICENSE AND INSPECTION FEES.

The Committee on Finance submitted the following report:

CHICAGO, February 6, 2002.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a proposed ordinance presented by Alderman Daley (43rd Ward) exempting the Chicago Housing Authority/Halsted and Dickens Senior Building from payment of all city permit, license and inspection fees, 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, Hairston, Beavers, Stroger, Beale, Pope, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Hansen, Levar, Shiller, Schuler, M. Smith, Moore -- 48.

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 Environment, the Commissioner Fire, the Director of Revenue, the Commissioner of Sewers and the Commissioner of Water are hereby authorized and 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 Chicago Housing Authority, a not-for-profit corporation, related to the erection and maintenance of building(s) and fuel storage facilities at 2111 North Halsted Street (Halsted and Dickens Seniors Building).

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 plans submitted and all of the appropriate provisions of the Municipal Code of the City of Chicago and departmental requirements of various departments of the City of Chicago, and said building(s) and all 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 necessary permits and licenses.

SECTION 2. The Chicago Housing Authority, a not-for-profit corporation, engaged in low income senior citizen residential housing and related activities, shall be exempt from the payment of city license fees and shall be entitled to the cancellation of warrants for the collection of inspection fees.

SECTION 3. The Chicago Housing Authority shall be entitled to a refund of city fees which it has paid and to which it is exempt pursuant to Sections 1 and 2 of this ordinance.

SECTION 4. This ordinance shall take effect be in force upon its passage and publication.

EXEMPTION OF CHICAGO YOUTH CENTERS FROM PAYMENT OF
ALL CITY PERMIT, LICENSE AND INSPECTION FEES
FOR YEAR ENDING FEBRUARY 15, 2003.

The Committee on Finance submitted the following report:

CHICAGO, February 6, 2002.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a proposed substitute ordinance presented by Alderman Ocasio (26th Ward) exempting Chicago Youth Centers from payment of all city permit, license and inspection fees for the year ending February 15, 2003, 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, Hairston, Beavers, Stroger, Beale, Pope, Balcer, Frias, Olivo, Burke, T. Thomas Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Hansen, Levar, Shiller, Schuler, M. Smith, Moore -- 48.

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 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 Chicago Youth Centers, a not-for-profit Illinois corporation, related to the erection and maintenance of building(s) and fuel storage facilities located at 3208 West North Avenue.

Said building(s) and 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 plans submitted and all appropriate provisions of the Municipal Code of the City of Chicago and departmental requirements of various departments of the City of Chicago, and said building(s) and all 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. Chicago Youth Center's, a not-for-profit Illinois corporation, located at 3208 West North Avenue, engaged in medical, educational and related activities, shall be exempt from payment of city license fees and shall be entitled to the cancellation of warrants for the collection of inspection fees.

SECTION 3. Chicago Youth Centers shall be entitled to a refund of city fees, which it has paid and to which it is exempt pursuant to Sections 1 and 2 of this ordinance.

SECTION 4. This ordinance shall be in force for a period of one (1) year but in no event beyond February 15, 2003.

EXEMPTION OF CHICAGO YOUTH CENTERS/ABC CHILD
DEVELOPMENT FROM PAYMENT OF ALL CITY
PERMIT, LICENSE AND INSPECTION
FEES FOR YEAR ENDING
FEBRUARY 15, 2003.

The Committee on Finance submitted the following report:

CHICAGO, February 6, 2002.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a proposed substitute ordinance presented by Alderman Chandler (24th Ward) exempting Chicago Youth Centers/ABC Child Development from payment of all city permit, license and inspection fees for the year ending February 15, 2003, 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, Hairston, Beavers, Stroger, Beale, Pope, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 48.

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 Chicago Youth Centers/ABC Child Development, located at 3415 West 13th Place, a not-for-profit Illinois corporation, engaged in social, educational and related activities, shall be exempt from the payment of city license fees and shall be entitled to the cancellation of warrants for the collection of inspection fees.

Said building(s) and all appurtenances thereto shall be used exclusively for charitable purposes and shall be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted and all of the appropriate provisions of the Municipal Code of the City of Chicago and departmental requirements of various departments of the City of Chicago, and said building(s) and all 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.

SECTION 2. The Chicago Youth Centers/ABC Child Development, located at 3415 West 13th Place, shall be entitled to a refund of city fees, which it has paid and to which it is exempt pursuant to Section 1 of this ordinance.

SECTION 3. This ordinance shall be in force for the period of February 16, 2002 through February 15, 2003.

EXEMPTION OF CHILDREN'S MEMORIAL HOSPITAL/THE WHITE
ELEPHANT SHOP FROM PAYMENT OF ALL CITY PERMIT,
LICENSE AND INSPECTION FEES FOR YEAR
ENDING FEBRUARY 15, 2003.

The Committee on Finance submitted the following report:

CHICAGO, February 6, 2002.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a proposed substitute ordinance presented by Alderman Daley (43rd Ward) exempting Children's Memorial Hospital/The White Elephant Shop from payment of all city permit, license and inspection fees for year ending February 15, 2003, 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, Hairston, Beavers, Stroger, Beale, Pope, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 48.

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 Environment, 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 authorized and 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 Children's Memorial Hospital, a not-for-profit Illinois corporation, related to the erection and maintenance of various buildings and fuel storage facilities at 2380 North Lincoln Avenue, The White Elephant Shop.

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 plans submitted and all of the appropriate provisions of the Municipal Code of the City of Chicago and departmental requirements of various departments of the City of Chicago, and said building(s) and all 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 necessary permits and licenses.

SECTION 2. Children's Memorial Hospital, a not-for-profit Illinois corporation, located at 2300 Children's Plaza, 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 the collection of inspection fees.

SECTION 3. Children's Memorial Hospital shall be entitled to a refund of city fees which it has paid and to which it is exempt pursuant to Sections 1 and 2 of this ordinance.

SECTION 4. This ordinance shall be in force for a period of one (1) year but in on event beyond February 15, 2003.

EXEMPTION OF NEW COOK COUNTY HOSPITAL FROM PAYMENT
OF ALL CITY PERMIT, LICENSE AND INSPECTION FEES
FOR YEAR ENDING DECEMBER 31, 2002.

The Committee on Finance submitted the following report:

CHICAGO, February 6, 2002.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a proposed ordinance presented by Alderman Haithcock (2nd Ward) exempting the New Cook County Hospital from payment of all city permit, license and inspection fees for the year ending December 31, 2002, 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, Hairston, Beavers, Stroger, Beale, Pope, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Hansen, Levar, Shiller, Schuler, M. Smith, Moore -- 48.

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 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 the New Cook County Hospital on the premises encompassing West Polk Street, between South Wood Street and South Damen Avenue, and including 1900 West Polk Street.

Said buildings and all appurtenances thereto 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 and all of the appropriate provisions of the Municipal Code of the City of Chicago and departmental requirements of various departments of the City of Chicago, and said buildings and all 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 New Cook County Hospital, a not-for-profit, Illinois municipal corporation, located at West Polk Street, between South Wood Street and South Damen Avenue, and including 1900 West Polk Street, engaged in medical and education related activities, shall be exempt from payment of city license fees and shall be entitled to the cancellation of warrants for the collection of inspection fees.

SECTION 3. The New Cook County Hospital shall be entitled to a refund of city fees which it has paid and to which it is exempt pursuant to Sections 1 and 2 of this ordinance.

SECTION 4. This ordinance shall take effect and be in force for a period of one (1) year but in no event beyond December 31, 2002.

EXEMPTION OF DEBORAH'S PLACE AT 1742 NORTH MILWAUKEE
AVENUE FROM PAYMENT OF ALL CITY PERMIT, LICENSE
AND INSPECTION FEES FOR YEAR ENDING
AUGUST 15, 2003.

The Committee on Finance submitted the following report:

CHICAGO, February 6, 2002.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a proposed substitute ordinance presented by Alderman Matlak (32nd Ward) exempting Deborah's Place, 1742 North Milwaukee Avenue, from payment of all city permit, license and inspection fees for the year ending August 15, 2003, 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 ordinances transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Hairston, Beavers, Stroger, Beale, Pope, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 48.

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. Deborah's Place, a homeless shelter, located at 1742 North Milwaukee Avenue, a not-for-profit, Illinois corporation, engaged in bettering the lives of displaced or homeless women, shall be exempt from the payment of city license fees and shall be entitled to the cancellation of warrants for the collection of inspection fees.

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 plans submitted and all of the appropriate provisions of the Municipal Code of the City of Chicago and departmental requirements of various departments of the City of Chicago, and said building(s) and all 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.

SECTION 2. Deborah's Place, a homeless shelter, located at 1742 North Milwaukee Avenue, shall be entitled to a refund of city fees, which it has paid and to which it is exempt pursuant to Section 1 of this ordinance.

SECTION 3. This ordinance shall be in force for the period of August 16, 2001 through August 15, 2003.

EXEMPTION OF DEBORAH'S PLACE AT 1456 WEST OAKDALE
AVENUE FROM PAYMENT OF ALL CITY PERMIT, LICENSE
AND INSPECTION FEES FOR YEAR ENDING
AUGUST 15, 2003.

The Committee on Finance submitted the following report:

CHICAGO, February 6, 2002.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a proposed substitute ordinance presented by Alderman Matlak (32nd Ward) exempting Deborah's Place, 1456 West Oakdale Avenue, from payment of all city permit, license and inspection fees for the year ending August 15, 2003, 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, Hairston, Beavers, Stroger, Beale, Pope, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 48.

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. Deborah's Place, a homeless shelter, located at 1456 West Oakdale Avenue, a not-for-profit Illinois corporation, engaged in bettering the lives of displaced or homeless women, shall be exempt from the payment of city license fees and shall be entitled to the cancellation of warrants for the collection of inspection fees.

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 plans submitted and all of the appropriate provisions of the Municipal Code of the City of Chicago and departmental requirements of various departments of the City of Chicago, and said building(s) and all 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.

SECTION 2. Deborah's Place, a homeless shelter, located at 1456 West Oakdale Avenue, shall be entitled to a refund of city fees, which it has paid and to which it is exempt pursuant to Section 1 of this ordinance.

SECTION 3. This ordinance shall be in force for the period of August 16, 2001 through August 15, 2003.

EXEMPTION OF EDUCATIONAL ADVANCEMENT FUND/UNIVERSITY
CENTER CHICAGO FROM PAYMENT OF ALL CITY PERMIT,
LICENSE AND INSPECTION FEES FOR YEAR
ENDING DECEMBER 31, 2002.

The Committee on Finance submitted the following report:

CHICAGO, February 6, 2002.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a proposed ordinance presented by Alderman Natarus (42nd Ward) exempting Educational Advancement Fund/University Center Chicago from payment of all city permit, license and inspection fees for the year ending December 31, 2002, 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, Hairston, Beavers, Stroger, Beale, Pope, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Hansen, Levar, Shiller, Schuiter, M. Smith, Moore -- 48.

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 and the Commissioner of Fire are hereby directed to issue all necessary permits, all on-site water/sewer plan review fees, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to Educational Advancement Fund/University Center Chicago, a not-for-profit Illinois corporation, related to the erection and maintenance of building(s) and fuel storage facilities located at 525 South State Street.

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 plans submitted and all of the appropriate provisions of the Municipal Code of the City of Chicago and departmental requirements of various departments of the City of Chicago, and said building(s) and all 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. Educational Advancement Fund/University Center Chicago, a not-for-profit Illinois corporation, located at 525 South State Street, also doing business engaged in cultural, educational and related activities, shall be exempt from the payment of city license fees, and shall be entitled to the cancellation of warrants for the collection of inspection fees.

SECTION 3. Educational Advancement Fund/University Center Chicago, shall be entitled to a refund of city fees which it has paid and to which it is exempt pursuant to Sections 1 and 2 of this ordinance.

SECTION 4. This ordinance shall be in force for a period of one (1) year but in no event beyond December 31, 2002.

EXEMPTION OF HOME OF LIFE CHURCH FROM PAYMENT OF
ALL CITY PERMIT, LICENSE AND INSPECTION FEES
FOR YEAR ENDING JANUARY 16, 2003.

The Committee on Finance submitted the following report:

CHICAGO, February 6, 2002.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a proposed ordinance presented by Alderman E. Smith (28th Ward) exempting Home of Life Church from payment of all city permit, license and inspection fees for the year ending January 16, 2003, 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, Hairston, Beavers, Stroger, Beale, Pope, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 48.

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 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 Home of Life Church, a not-for-profit Illinois corporation, related to the erection and maintenance of building(s) located at 4640 West Madison Street.

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 plans submitted and all of the appropriate provisions of the Municipal Code of the City of Chicago and departmental requirements of various departments of the City of Chicago, and said building(s) and all 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. Home of Life Church, a not-for-profit Illinois corporation, also doing business 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 the collection of inspection fees.

SECTION 3. Home of Life Church, shall be entitled to a refund of city fees which it has paid and to which it is exempt pursuant to Sections 1 and 2 of this ordinance.

SECTION 4. This ordinance shall be in force for a period of one (1) year but in no event beyond January 16, 2003.

EXEMPTION OF ILLINOIS INSTITUTE OF TECHNOLOGY FROM
PAYMENT OF ALL CITY PERMIT, LICENSE AND
INSPECTION FEES FOR YEAR ENDING
DECEMBER 31, 2002.

The Committee on Finance submitted the following report:

CHICAGO, February 6, 2002.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a proposed ordinance presented by Alderman Haithcock (2nd Ward) exempting the Illinois Institute of Technology from payment of all city permit, license and inspection fees for the year ending December 31, 2002, 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, Hairston, Beavers, Stroger, Beale, Pope, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 48.

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 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 the Illinois Institute of Technology on the premises known as:

3105 South Dearborn Street	3430 South Federal Street
3110 South Dearborn Street	3100 South Michigan Avenue
3201 South Dearborn Street	3132 South Michigan Avenue
3255 South Dearborn Street	3140 South Michigan Avenue
3301 South Dearborn Street	3201 South Michigan Avenue
3440 South Dearborn Street	3300 South Michigan Avenue
3100 South Federal Street	3330 South Michigan Avenue
3110 South Federal Street	3340 South Michigan Avenue
3125 South Federal Street	3350 South Michigan Avenue
3140 South Federal Street	3360 South Michigan Avenue
3240 South Federal Street	3366 South Michigan Avenue
3241 South Federal Street	3100 South State Street
3300 South Federal Street	3360 South State Street
3330 South Federal Street	3424 South State Street
3350 South Federal Street	3438 South State Street

3440 South State Street	71 East 32 nd Street
3040 South Wabash Avenue	70 East 33 rd Street
3101 South Wabash Avenue	10 West 31 st Street
3200 South Wabash Avenue	10 West 32 nd Street
3211 South Wabash Avenue	10 West 33 rd Street
3240 South Wabash Avenue	20 East 33 rd Street
3241 South Wabash Avenue	33 West 33 rd Street
3333 South Wabash Avenue	35 West 33 rd Street
3341 South Wabash Avenue	100 West 33 rd Street
3349 South Wabash Avenue	101 West 33 rd Street
3361 South Wabash Avenue	55 East 34 th Street
51 East 31 st Street	33 West 34 th Street
60 East 32 nd Street	35 West 34 th Street
65 East 32 nd Street	10 West 35 th Street

Said buildings and all appurtenances thereto 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 in accordance with plans submitted and all of the appropriate provisions of the Municipal Code of the City of Chicago and departmental requirements of various departments of the City of Chicago, and said buildings and all 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 Institute of Technology, a not-for-profit Illinois municipal corporation, located at 10 West 33rd Street and various other previously noted locations in the 2nd Ward, engaged in educational and related activities, shall be exempt from the payment of city license fees, and shall be entitled to the

cancellation of warrants for the collection of inspection fees.

SECTION 3. The Illinois Institute of Technology shall be entitled to a refund of city fees which it has paid and to which it is exempt pursuant to Sections 1 and 2 of this ordinance.

SECTION 4. This ordinance shall take effect and be in force for a period of one (1) year but in no event beyond December 31, 2002.

EXEMPTION OF JACKSON PARK HOSPITAL FROM PAYMENT OF
ALL CITY PERMIT, LICENSE AND INSPECTION FEES FOR
YEAR ENDING FEBRUARY 16, 2003.

The Committee on Finance submitted the following report:

CHICAGO, February 6, 2002.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a proposed ordinance presented by Alderman Stroger (8th Ward) exempting Jackson Park Hospital from payment of all city permit, license and inspection fees for the year ending February 16, 2003, 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, Hairston, Beavers, Stroger, Beale, Pope, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 48.

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 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 Jackson Park Hospital, a not-for-profit Illinois corporation, related to the erection and maintenance of building(s) located at 7531 South Stony Island 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 plans submitted and all of the appropriate provisions of the Municipal Code of the City of Chicago and departmental requirements of various departments of the City of Chicago, and said building(s) and all 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. Jackson Park Hospital, a not-for-profit Illinois corporation, also doing business 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 the collection of inspection fees.

SECTION 3. Jackson Park Hospital shall be entitled to a refund of city fees which it has paid and to which it is exempt pursuant to Sections 1 and 2 of this ordinance.

SECTION 4. This ordinance shall be in force for a period of one (1) year but in no event beyond February 16, 2003.

EXEMPTION OF NORTH PARK UNIVERSITY FROM PAYMENT
OF ALL CITY PERMIT, LICENSE AND INSPECTION
FEES FOR YEAR ENDING
DECEMBER 1, 2002.

The Committee on Finance submitted the following report:

CHICAGO, February 6, 2002.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a proposed ordinance presented by Alderman Laurino (39th Ward) exempting North Park University from payment of all city permit, license and inspection fees for the year ending December 31, 2002, 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, Hairston, Beavers, Stroger, Beale, Pope, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 48.

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 Water, the Commissioner of Fire and the Director of Revenue 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 North Park University, a not-for-profit Illinois corporation, related to the erection and maintenance of building(s) and fuel storage facilities located at 3225 West Foster Avenue.

Said building(s) and all appurtenances thereto shall be used exclusively for charitable purposes and shall be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted and all of the appropriate provisions of the Municipal Code of the City of Chicago and departmental requirements of various departments of the City of Chicago, and said building(s) and all 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 necessary permits and licenses.

SECTION 2. North Park University, a not-for-profit Illinois corporation located at 3225 West Foster Avenue, engaged in educational and related activities, shall be exempt from the payment of city license fees and shall be entitled to the cancellation of warrants for the collection of inspection fees.

SECTION 3. North Park University shall be entitled to a refund of city fees which it has paid 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 of December 1, 2001 through December 1, 2002.

EXEMPTION OF SAINT CLEMENTS SCHOOL FROM
PAYMENT OF ALL CITY PERMIT, LICENSE
AND INSPECTION FEES.

The Committee on Finance submitted the following report:

CHICAGO, February 6, 2002.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a proposed ordinance presented by Alderman Daley (43rd Ward) exempting Saint Clements School from payment of all city permit, license and inspection fees, 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, Hairston, Beavers, Stroger, Beale, Pope, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Hansen, Levar, Shiller, Schuler, M. Smith, Moore -- 48.

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 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 Clements School, located at 2524 North Orchard Street, a not-for-profit Illinois institution, Archbishop of Chicago corporation sole, for construction of a new building (adjacent to and south of the existing building) for student classrooms.

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 to plans submitted.

SECTION 2. Saint Clements School shall be entitled to a refund of city fees which it has paid and to which it is exempt pursuant to Section 1 of this ordinance.

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

EXEMPTION OF SAINT FRANCIS OF ASSISI CHURCH FROM
PAYMENT OF ALL CITY PERMIT, LICENSE AND
INSPECTION FEES FOR YEAR ENDING
DECEMBER 31, 2002.

The Committee on Finance submitted the following report:

CHICAGO, February 6, 2002.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a proposed ordinance presented by Alderman Haithcock (2nd Ward) exempting Saint Francis of Assisi Church from payment of all city permit, license and inspection fees for the year ending December 31, 2002, 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, Hairston, Beavers, Stroger, Beale, Pope, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Hansen, Levar, Shiller, Schuler, M. Smith, Moore -- 48.

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 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 Francis of Assisi Church on the premises known as 813 West Roosevelt Road.

Said buildings and all appurtenances thereto 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 and all of the appropriate provisions of the Municipal Code of the City of Chicago

and departmental requirements of various departments of the City of Chicago, and said buildings and all 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 necessary permits and licenses.

SECTION 2. Saint Francis of Assisi Church, a not-for-profit Illinois corporation, engaged in religious and education related activities, shall be exempt from the payment of city license fees and shall be entitled to the cancellation of warrants for the collection of inspection fees.

SECTION 3. Saint Francis of Assisi Church shall be entitled to a refund of city fees which it has paid and to which it is exempt pursuant to Sections 1 and 2 of this ordinance.

SECTION 4. This ordinance shall take effect and be in force for the period of one (1) year but in no event beyond December 31, 2002.

EXEMPTION OF SAINT JOSEPH HOSPITAL FROM PAYMENT OF
ALL CITY PERMIT, LICENSE AND INSPECTION FEES FOR
YEAR ENDING DECEMBER 31, 2002.

The Committee on Finance submitted the following report:

CHICAGO, February 6, 2002.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a proposed ordinance presented by Alderman Hansen (44th Ward) exempting Saint Joseph Hospital from payment of all city permit, license and inspection fees for year ending December 31, 2002, 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, Hairston, Beavers, Stroger, Beale, Pope, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 48.

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 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 Joseph Hospital, a not-for-profit Illinois corporation, related to erection and maintenance of building(s) and fuel storage facilities at 2900 North Lake Shore Drive.

Said building(s) and all appurtenances thereto shall be used exclusively for charitable purposes and shall be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted and all of the appropriate provisions of the Municipal Code of the City of Chicago, and said building(s) and all 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 necessary permits and licenses.

SECTION 2. Saint Joseph Hospital, a not-for-profit Illinois corporation located at 2900 North Lake Shore Drive, 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 the collection of inspection fees.

SECTION 3. Saint Joseph Hospital shall be entitled to a refund of city fees which it has paid and to which it is exempt pursuant to Sections 1 and 2 of this ordinance.

SECTION 4. This ordinance shall be in force for a period of one (1) year, but in no event beyond December 31, 2002.

AUTHORIZATION FOR CANCELLATION OF FEES FOR EMERGENCY
MEDICAL SERVICES RENDERED TO MR. LESTER LEVINTHAL.

The Committee on Finance submitted the following report:

CHICAGO, February 6, 2002.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an order authorizing the cancellation of fees for emergency medical services rendered to Lester Levinthal, 1555 North Astor Street, 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, Hairston, Beavers, Stroger, Beale, Pope, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Hansen, Levar, Shiller, Schuler, M. Smith, Moore -- 48.

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 and the Director of Revenue are hereby authorized and directed to cancel Invoice/Account Number 65474071, in the amount of \$310.00, for emergency medical services rendered on October 13, 2001 to Lester Levinthal, who resides at 1555 North Astor Street, Apartment 24SE, for services from 2960 North Lake Shore Drive to Saint Joseph Hospital.

AUTHORIZATION FOR CANCELLATION OF FEES FOR
EMERGENCY MEDICAL SERVICES RENDERED
TO MR. EDWARD ZUREK.

The Committee on Finance submitted the following report:

CHICAGO, February 6, 2002.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an order authorizing the cancellation of fees for emergency medical services rendered to Edward Zurek, 5908 West 55th Street, 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, Hairston, Beavers, Stroger, Beale, Pope, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Hansen, Levar, Shiller, Schuler, M. Smith, Moore -- 48.

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 Invoice Number 65-13319-7 under the date of November 2, 1999, in the amount of \$195.00, for emergency medical services rendered to Edward Zurek of 5908 West 55th Street.

AUTHORIZATION FOR CANCELLATION OF WARRANTS FOR
COLLECTION ISSUED AGAINST CERTAIN CHARITABLE,
EDUCATIONAL AND RELIGIOUS INSTITUTIONS.

The Committee on Finance submitted the following report:

CHICAGO, February 6, 2002.

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, Hairston, Beavers, Stroger, Beale, Pope, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 48.

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 institutions, as follows:

Name And Address	Warrant Number And Type Of Inspection	Amount
Archdiocese of Chicago 7956 South Racine Avenue	R1-108702 (Drwy.)	\$204.00
Chicago Youth Center 461 East 111 th Street	D1-103077 (Sign)	22.00
Hotel Florence 11111 South Forrestville Avenue	F4-011576 (Mech. Vent.)	40.00
	F4-033340 (Mech. Vent.)	40.00
Menomonee Club 940 West Weed Street	A1-104918 (Elev.)	50.00
The Moody Church 1641 North LaSalle Street	R1-106424 (Drwy.)	68.00
Mount Carmel Holiness Church 4800 West Washington Boulevard	C2-103255 (Refrig.)	340.00
North Park University 5000 North Spaulding Avenue	B3-102016 (Pub. Place of Assem.)	60.00
	B3-102017 (Pub. Place of Assem.)	60.00
	B3-102550 (Pub. Place of Assem.)	60.00
	B3-102551 (Pub. Place of Assem.)	60.00

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Name And Address	Warrant Number And Type Of Inspection	Amount
Pullman Historic Site (various locations)	B1-110032 (Bldg.)	\$100.00
	B3-004474 (Pub. Place of Assem.)	60.00
	B3-006656 (Pub. Place of Assem.)	60.00
Rogers Park Montessori School 1244 West Thorndale Avenue	P1-103428 (Fuel Burn. Equip.)	45.00
Roseland Community Center 11121 South Eberhart Avenue	P1-120391 (Fuel Burn. Equip.)	45.00
South-East Asia Center 1124 West Ainslie Street	F4-108195 (Mech. Vent.)	40.00
Washington and Jane Smith Home 2340 West 113 th Place	P1-120975 (Fuel Burn. Equip.)	90.00

CONSIDERATION FOR INSTALLATION OF STREETLIGHTS
AT SPECIFIED LOCATIONS.

The Committee on Finance submitted the following report:

CHICAGO, February 6, 2002.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration proposed orders authorizing the installation of streetlights 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, Hairston, Beavers, Stroger, Beale, Pope, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Hansen, Levar, Shiller, Schuler, M. Smith, Moore -- 48.

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):

3002 West Harrison Street.

Ordered, That the Commissioner of Transportation is hereby authorized and directed to give consideration to the installation of a streetlight to be installed in front of the premises located at 3002 West Harrison Street.

3030 West Harrison Street.

Ordered, That the Commissioner of Transportation is hereby authorized and directed to give consideration to the installation of a streetlight to be installed in front of the premises located at 3030 West Harrison Street.

3038 West Harrison Street.

Ordered, That the Commissioner of Transportation is hereby authorized and directed to give consideration to the installation of a streetlight to be installed in front of the premises located at 3038 West Harrison Street.

**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, February 6, 2002.

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, Hairston, Beavers, Stroger, Beale, Pope, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 48.

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 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 78717
through 78725 of this Journal.]

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REPORTS OF COMMITTEES

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CITY COUNCIL ORDERS
COUNCIL MEETING OF 2/06/2002
REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
ACCARDO	POLICE OFFICER	RECRUIT TRAINING	8/14/2001	633.00
ADAMS	POLICE OFFICER	TWENTY-THIRD DISTRICT	6/12/2001	1230.27
ALBHART	POLICE OFFICER	DETECTIVE DIVISION - AREA 2	8/28/2001	364164.44
ALVAREZ-PENA	SHERRY	TWELFTH DISTRICT	6/09/2001	1736.40
ANDERSON	POLICE OFFICER	NINTH DISTRICT	6/24/2001	209.65
ARNSTEAD	POLICE OFFICER	SEVENTH DISTRICT	9/21/2001	760.90
ARNSTRONG	POLICE OFFICER	SECOND DISTRICT	1/10/2001	5902.77
AZTLAN	POLICE OFFICER	TWENTY-THIRD DISTRICT	6/08/2001	197.22
BARNES	POLICE OFFICER	PUBLIC HOUSING UNIT-NORTH	6/23/2001	449.10
BARRY	POLICE OFFICER	SIXTH DISTRICT	8/26/2001	124.90
BAUGHNS	POLICE OFFICER	NINETEENTH DISTRICT	5/06/2001	1060.00
BEATOVIC	POLICE OFFICER	SEVENTEENTH DISTRICT	4/19/2001	64.00
BEEBE	POLICE OFFICER	FIFTEENTH DISTRICT	5/26/2001	1301.39
BELL	POLICE OFFICER	EIGHTH DISTRICT	7/02/2000	502.20
BEVER	POLICE OFFICER	TWENTY-FIFTH DISTRICT	9/17/2000	936.75
BIALECKI	POLICE OFFICER	TRAFFIC SECTION - ENFORCEMENT	6/19/2001	1572.76
BILLOTTI	POLICE OFFICER	FOURTH DISTRICT	9/06/2001	3063.99
BLACKMAN	POLICE OFFICER	PUBLIC HOUSING UNIT-NORTH	6/07/2001	4987.00
BLAKE	POLICE OFFICER	TRAFFIC SECTION - ENFORCEMENT	6/23/2001	7786.47
BOCHNAK	POLICE OFFICER	NINTH DISTRICT	6/27/2001	559.50
BOND	POLICE OFFICER	TRAFFIC SECTION - LOOP TRAFFIC	10/24/2000	1828.30
BONNER	POLICE OFFICER	RECRUIT TRAINING	5/07/2001	207.00
BOOKER	POLICE OFFICER	PUBLIC HOUSING UNIT-NORTH	7/18/2001	470.20
BOYER	POLICE OFFICER	RECRUIT TRAINING	7/26/2001	188.00
BRIDGEMAN	MICHELE	FIFTH DISTRICT	11/03/2000	183.89
BROWN	MILLAN	SIXTH DISTRICT	6/16/2001	320.00
BROWNSTEIN	STEVEN C	PUBLIC HOUSING UNIT-SOUTH	6/29/2001	690.20
BUCIO	FROILAN	ELEVENTH DISTRICT	6/24/2001	248.50
BURKE	ISAAC	ELEVENTH DISTRICT	6/10/2001	313.99
BUTLER	ROBERT	SPECIAL OPERATIONS SECTION	2/18/2001	185.60
BYRNE	JAMES E.	ELEVENTH DISTRICT	9/30/2000	129.00
CARSTEN	JAMES T	TWENTY-FOURTH DISTRICT	2/09/2001	819.90
CHAN	KELLY J	TWENTY-THIRD DISTRICT	7/01/2001	269.00
CHAPELLO	MARY J	TWENTY-FIRST DISTRICT	10/09/1999	99.22
CHEVAS	NICHOLAS	SEVENTEENTH DISTRICT	9/06/2001	114.76
CHEVAS	JAMES L	THIRTEENTH DISTRICT	12/12/2000	789.60
CHUDZIK	JAMES L	THIRTEENTH DISTRICT	9/07/1999	178.00
CLARK	WALTER T	PUBLIC HOUSING UNIT-NORTH	6/30/2001	373.70
CLARK	MICHAEL D	PUBLIC HOUSING UNIT-NORTH	2/27/2001	401.40
CLAY	MICHAEL D	FIFTEENTH DISTRICT	9/30/2000	490.83
CLAY	ROBEATA	TWELFTH DISTRICT	6/07/2001	290.90
CONLAN	JAMES B	TWENTY-FIRST DISTRICT	6/12/2001	509.17
CONTRERAS	CYNTHIA A	EIGHTH DISTRICT	6/09/2001	190.30
CONWAY	POLICE OFFICER	FIFTEENTH DISTRICT	6/21/2001	840.32
COOPER	RONALD E	SEVENTEENTH DISTRICT	9/30/2001	2423.99
CORNELIUS	DON	FIFTH DISTRICT	2/02/2001	3363.55
COTTON	ANGELA	FOURTEENTH DISTRICT	1/03/2001	326.00
COUGHLIN	KRISTIE	THIRD DISTRICT	4/24/2001	159.00
CUAREBMA	GAVINO	TWENTY-THIRD DISTRICT	6/12/2001	219.28

CITY COUNCIL ORDERS

COUNCIL MEETING OF 2/06/2002

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
CULVER	POLICE OFFICER	NINETEENTH DISTRICT	8/25/2001	8119.06
CURRY	POLICE OFFICER	TWENTY-FOURTH DISTRICT	7/20/2001	2047.49
CZARNIA	POLICE OFFICER	PUBLIC HOUSING UNIT-NORTH	6/11/2001	609.00
DANIELS	POLICE OFFICER	TWENTY-FOURTH DISTRICT	6/12/2001	653.01
DAVIS	POLICE OFFICER	SIXTH DISTRICT	6/15/2001	779.38
DEDOER	POLICE OFFICER	TWENTY-FOURTH DISTRICT	2/23/2001	1329.00
DEFALCO	POLICE OFFICER	GANG CRIME SECTION	4/25/2000	130.00
DELDEFIELD	POLICE OFFICER	TWENTY-FIFTH DISTRICT	9/26/2001	14928.04
DEMBSKI	POLICE OFFICER	FOURTEENTH DISTRICT	11/27/2000	32.50
DEPOIAN	POLICE OFFICER	TWENTY-FOURTH DISTRICT	6/14/2001	985.30
DINEEN	POLICE OFFICER	TWENTY-FIFTH DISTRICT	6/16/2001	899.75
DOLES	POLICE OFFICER	TRIPOLI LAW ENFORCEMENT NORTH	9/10/2000	13.00
DOMAGALA	POLICE OFFICER	UNKNOWN	7/14/1998	40.45
DOMENECH	POLICE OFFICER	FOURTEENTH DISTRICT	4/27/2000	4401.80
DOMICO	POLICE OFFICER	ELEVENTH DISTRICT	6/28/2001	270.70
DOHLING	POLICE OFFICER	NINTH DISTRICT	6/16/2001	390.70
DOYLE	POLICE OFFICER	FOURTEENTH DISTRICT	9/08/2001	310.90
DUBINSKI	POLICE OFFICER	TWENTY-THIRD DISTRICT	6/08/2001	1234.07
DUERBON-CARTER	POLICE OFFICER	THIRD DISTRICT	1/11/2001	61.00
EIGENBAUER	POLICE OFFICER	FOURTEENTH DISTRICT	7/08/2001	216.00
ELLIOT	POLICE OFFICER	TWENTY-THIRD DISTRICT	6/22/2001	172.70
ELLIOTT	POLICE OFFICER	PUBLIC HOUSING UNIT-SOUTH	11/07/2000	396.70
ENG	POLICE OFFICER	PUBLIC HOUSING UNIT-NORTH	2/13/2001	539.10
EVANS	POLICE OFFICER	FIRST DISTRICT	10/17/2000	26.00
FALK	POLICE OFFICER	SIXTEENTH DISTRICT	10/31/2000	22.00
FERENZI	POLICE OFFICER	SPECIAL OPERATIONS SECTION	6/17/1998	1264.79
FERET	POLICE OFFICER	SEVENTH DISTRICT	7/10/2001	518.00
FERRARO	POLICE OFFICER	TWENTY-FIFTH DISTRICT	3/10/2001	619.40
FIELDS	POLICE OFFICER	EIGHTEENTH DISTRICT	6/06/2001	441.00
FIQUEROA	POLICE OFFICER	EIGHTEENTH DISTRICT	6/09/2001	495.50
FINOCCHIO	POLICE OFFICER	FOURTEENTH DISTRICT	6/13/2001	2043.40
FLAGO	POLICE OFFICER	SEVENTH DISTRICT	6/18/2001	767.69
FOLEY	POLICE OFFICER	TRAFFIC SECTION - LOOP TRAFFIC	3/21/1990	38.00
FOLLMER	POLICE OFFICER	TWENTY-FOURTH DISTRICT	11/13/2000	332.49
FOSB	POLICE OFFICER	EIGHTH DISTRICT	1/28/2000	105.00
FRIEBIE	POLICE OFFICER	PUBLIC TRANSPORTATION SECTION	6/22/2000	4200.00
FUELLING	POLICE OFFICER	EIGHTH DISTRICT	6/14/2001	1013.50
GALLACHER	POLICE OFFICER	SPECIAL OPERATIONS SECTION	4/23/2001	728.00
GALUHN	POLICE OFFICER	SEVENTEENTH DISTRICT	10/22/1998	3525.00
GARCIA	POLICE OFFICER	UNKNOWN	11/09/2000	143.20
GARCIA	POLICE OFFICER	TWELFTH DISTRICT	4/06/1998	860.00
GAWRYLCZYK	POLICE OFFICER	THIRTEENTH DISTRICT	6/16/2001	726.45
GHUNEIM	POLICE OFFICER	PUBLIC HOUSING UNIT-NORTH	6/14/2001	398.45
GIBBONS	POLICE OFFICER	SPECIAL OPERATIONS SECTION	6/11/2001	539.70
GILTHIER	POLICE OFFICER	FIFTH DISTRICT	4/18/2001	312.00
GLOVER	POLICE OFFICER	THIRD DISTRICT	6/03/2001	392.32
GONZALES	POLICE OFFICER	TWENTY-SECOND DISTRICT	6/19/1999	783.95
GONZALEZ	POLICE OFFICER	PUBLIC HOUSING UNIT-NORTH	2/08/2000	259.28
GONZALEZ	POLICE OFFICER	PUBLIC HOUSING UNIT-SOUTH	7/28/2000	92.57

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CITY COUNCIL ORDERS

COUNCIL MEETING OF 2/06/2002

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
GONZALEZ	POLICE OFFICER	RECRUIT TRAINING	7/10/1999	51.00
ODVEA	POLICE OFFICER	SPECIAL OPERATIONS SECTION	1/08/2001	2832.75
GRASJENSKI	POLICE OFFICER	ELEVENTH DISTRICT	9/02/2000	30.00
GRASSI	POLICE OFFICER	FOURTEENTH DISTRICT	6/11/2001	426.60
GREEN	POLICE OFFICER	FOURTEENTH DISTRICT	7/06/2001	880.25
GREEN	POLICE OFFICER	SECOND DISTRICT	9/13/2000	498.00
GREENWOOD	POLICE OFFICER	FOURTH DISTRICT	9/14/2000	349.92
GREGGIRE	POLICE OFFICER	FIFTEENTH DISTRICT	6/26/2001	488.36
GREY	POLICE OFFICER	PUBLIC HOUSING UNIT-SOUTH	6/12/2001	462.72
GRIFFIN	POLICE OFFICER	THIRD DISTRICT	7/03/2001	1507.92
GRIFFIN	POLICE OFFICER	TENTH DISTRICT	6/26/2001	223.00
GRZYWA	POLICE OFFICER	TWENTY-SECOND DISTRICT	6/23/2001	633.80
HAMMOND	POLICE OFFICER	TWELFTH DISTRICT	7/23/2001	263.00
HARTFORD	POLICE OFFICER	DETECTIVE DIVISION - AREA 4	6/08/2001	846.40
HEIN	POLICE OFFICER	TWENTY-FOURTH DISTRICT	10/13/2001	1215.25
HENRY	POLICE OFFICER	SIXTH DISTRICT	6/06/2001	223.00
HENRY-PHELPS	POLICE OFFICER	FOURTH DISTRICT	6/17/2001	358.00
HENSON	POLICE OFFICER	UNKNOWN	3/18/1997	383.00
HERNANDEZ	POLICE OFFICER	SEVENTH DISTRICT	9/09/1999	142.00
HERRING	POLICE OFFICER	EIGHTEENTH DISTRICT	12/18/1999	5482.71
HERRON-BLAKELY	POLICE OFFICER	SEVENTH DISTRICT	8/25/1993	454.00
HOEGER	POLICE OFFICER	EIGHTEENTH DISTRICT	6/17/1996	3668.60
HOLMES	POLICE OFFICER	TWENTY-FIFTH DISTRICT	6/20/2001	433.80
HOUSER	POLICE OFFICER	NINETEENTH DISTRICT	6/17/2001	495.00
HOUSER	POLICE OFFICER	FOURTH DISTRICT	3/23/2000	43.00
HOWE	POLICE OFFICER	RECRUIT TRAINING	9/05/1998	39.00
HUDSON	POLICE OFFICER	TWELFTH DISTRICT	5/20/2001	1407.60
HUNT	POLICE OFFICER	FOURTH DISTRICT	1/30/2001	5641.72
HURT	POLICE OFFICER	TWENTIETH DISTRICT	11/22/2000	82.60
HYBL	POLICE OFFICER	SECOND DISTRICT	9/10/2001	157.30
ISADORE	POLICE OFFICER	TWENTY-FIFTH DISTRICT	2/25/2001	1271.90
ISAKSON	POLICE OFFICER	EIGHTH DISTRICT	6/30/2001	1051.64
IVERY-PADRO	POLICE OFFICER	ELEVENTH DISTRICT	7/30/2001	782.70
JANIA	POLICE OFFICER	THIRTEENTH DISTRICT	6/29/2001	690.00
JEDD	POLICE OFFICER	TENTH DISTRICT	10/23/2000	178.14
JENNINGS	POLICE OFFICER	FIFTEENTH DISTRICT	6/17/2001	1178.35
JOHNSON	POLICE OFFICER	EIGHTEENTH DISTRICT	10/19/2000	114.00
JOHNSON	POLICE OFFICER	UNKNOWN	9/21/1991	142.00
JOHNSON	POLICE OFFICER	FOURTH DISTRICT	9/20/2001	1003.50
JOHNSON	POLICE OFFICER	NINETEENTH DISTRICT	2/11/2001	33.00
JOHNSON	POLICE OFFICER	NINETEENTH DISTRICT	6/06/2001	150.60
JOHNSON	POLICE OFFICER	FOURTEENTH DISTRICT	5/30/2001	1911.90
JONES JR	POLICE OFFICER	THIRD DISTRICT	12/04/2000	10.12
JUGO	POLICE OFFICER	TENTH DISTRICT	7/06/2001	7095.94
JUST	POLICE OFFICER	AIRPORT LAW ENFORCEMENT NORTH	10/02/2001	12854.80
KAPIOR	POLICE OFFICER	ELEVENTH DISTRICT	6/01/2001	834.70
KARADJIAS	POLICE OFFICER	TWENTY-FIFTH DISTRICT	4/28/1995	59.00
KARNEY	POLICE OFFICER	TWENTIETH DISTRICT	9/22/2001	510.36
KARNEY	POLICE OFFICER	TWENTIETH DISTRICT	11/06/1999	632.80

CITY COUNCIL UNDERB
COUNCIL MEETING OF 2/06/2002
REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
KEHOE	POLICE OFFICER	TWENTY-FIFTH DISTRICT	8/11/2001	4272.61
KENDRICKS	POLICE OFFICER	THIRD DISTRICT	10/31/2000	384.70
KMETZ	POLICE OFFICER	TWELFTH DISTRICT	2/03/2001	227.00
KNEZEVICH	POLICE OFFICER	FOURTH DISTRICT	6/10/2001	567.50
KNIGHT	POLICE OFFICER	NINTH DISTRICT	1/13/2001	1351.00
KOCANDA	POLICE OFFICER	TWELFTH DISTRICT	1/17/2001	528.84
KOSHNA	POLICE OFFICER	TWENTY-FIFTH DISTRICT	6/12/2001	210.60
KOWALSKI	POLICE OFFICER	SEVENTEENTH DISTRICT	6/11/2001	179.20
KRALUS	POLICE OFFICER	RECRUIT TRAINING	6/08/2001	142.00
KUNZ	POLICE OFFICER	PUBLIC TRANSPORTATION SECTION	6/29/2001	305.12
KUSTWIN	POLICE OFFICER	FIRST DISTRICT	10/17/2000	26.00
LADON	POLICE OFFICER	TWENTY-FIFTH DISTRICT	3/31/2000	433.20
LAMB	POLICE OFFICER	SPECIAL OPERATIONS SECTION	11/22/2000	214.24
LAMPAIN	POLICE OFFICER	RECRUIT TRAINING	3/30/2000	37.00
LAPPE	POLICE OFFICER	SIXTEENTH DISTRICT	4/23/1988	70.56
LAURATA	POLICE OFFICER	EIGHTEENTH DISTRICT	6/09/2001	207.00
LAWRENCE	POLICE OFFICER	TWELFTH DISTRICT	5/10/2000	181.00
LEAL	POLICE OFFICER	TWENTY-THIRD DISTRICT	5/25/2001	4118.75
LEBENSORGER	POLICE OFFICER	TWELFTH DISTRICT	4/21/2001	4068.26
LEE	POLICE OFFICER	THIRD DISTRICT	9/19/2000	494.50
LEHUS	POLICE OFFICER	TWENTY-THIRD DISTRICT	12/02/1998	463.34
LEWIS	POLICE OFFICER	TWENTY-THIRD DISTRICT	3/17/2001	233.00
LEWIS	POLICE OFFICER	THIRD DISTRICT	6/03/2001	566.78
LEWIS	POLICE OFFICER	TWENTY-THIRD DISTRICT	10/01/2000	59.00
LEWIS	POLICE OFFICER	TWENTY-THIRD DISTRICT	1/27/2001	837.40
LIBERTY	POLICE OFFICER	TENTH DISTRICT	1/22/2001	534.50
LOCANTE	POLICE OFFICER	NINTH DISTRICT	6/16/2001	1292.50
LOGGIN	POLICE OFFICER	SEVENTH DISTRICT	6/05/2001	372.65
LOPEZ	POLICE OFFICER	FOURTEENTH DISTRICT	2/11/2001	15.00
LOPEZ	POLICE OFFICER	FOURTEENTH DISTRICT	6/07/2001	9836.41
LUGO	POLICE OFFICER	FOURTEENTH DISTRICT	6/21/2001	339.05
LUTHER	POLICE OFFICER	NINETEENTH DISTRICT	10/16/2001	979.64
MALITO	POLICE OFFICER	SCHOO. PATROL UNIT-ADMINISTRAT	5/17/1999	75.30
MALUCHNIK	POLICE OFFICER	THIRTEENTH DISTRICT	3/11/2001	1885.00
MARKOVICH	POLICE OFFICER	DISTRICT REINSTATEMENTS	12/16/2000	385.30
MARSHALL	POLICE OFFICER	THIRD DISTRICT	1/19/2001	370.30
MARSHALL	POLICE OFFICER	FIFTH DISTRICT	6/25/2001	386.12
MARTIN	POLICE OFFICER	RECRUIT TRAINING	5/16/2001	33.00
MATIAS	POLICE OFFICER	DETECTIVE DIVISION - AREA 4	2/25/2001	562.00
MATOS	POLICE OFFICER	FOURTEENTH DISTRICT	9/06/2000	608.57
MAYHEW	POLICE OFFICER	SEVENTH DISTRICT	6/18/2001	388.63
MAZUR	POLICE OFFICER	EIGHTEENTH DISTRICT	6/18/2001	927.60
MAZUR	POLICE OFFICER	EIGHTEENTH DISTRICT	3/04/1997	548.80
MCCANN	POLICE OFFICER	SIXTH DISTRICT	10/29/1998	59.00
MCCANN	POLICE OFFICER	SIXTH DISTRICT	6/28/1999	573.12
MCCORMACK	POLICE OFFICER	EIGHTEENTH DISTRICT	7/30/2001	12968.34
MCCULLAR	POLICE OFFICER	PUBLIC HOUSING UNIT-NORTH	4/13/2001	554.52
MCGANN	POLICE OFFICER	SEVENTEENTH DISTRICT	6/21/2001	26.40
MCGEE	POLICE OFFICER	FIFTEENTH DISTRICT	5/03/2001	1287.07

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REPORTS OF COMMITTEES

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CITY COUNCIL ORDERS

COUNCIL MEETING OF 2/06/2002

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
MEDINA	POLICE OFFICER	ORGANIZED CRIME DIVISION ADMIN	12/12/2000	1838.90
MENDOZA	POLICE OFFICER	TWELFTH DISTRICT	5/16/2001	760.00
MERRIWEATHER	POLICE OFFICER	FIFTH DISTRICT	7/23/2001	819.00
MERRIWEATHER	POLICE OFFICER	FIFTH DISTRICT	9/20/1998	161.00
METTS	POLICE OFFICER	PUBLIC TRANSPORTATION SECTION	12/21/2000	467.15
MILLS	POLICE OFFICER	SCHOOL PATROL UNIT-ADMINISTRAT	11/22/2000	600.00
MIRANDA	POLICE OFFICER	ELEVANTH DISTRICT	6/02/2001	152.60
MOORE	POLICE OFFICER	AIRPORT LAW ENFORCEMENT NORTH	1/24/2000	815.00
MORANSKI	POLICE OFFICER	TRAINING DIVISION	6/14/1999	146.00
MORRIS	POLICE OFFICER	PUBLIC HOUSING UNIT-NORTH	11/03/2000	61.00
MORRIS	POLICE OFFICER	TWENTY-FIFTH DISTRICT	11/20/2000	497.79
MORRIS	POLICE OFFICER	TWENTY-FIFTH DISTRICT	7/21/2001	2720.99
MORRIS	POLICE OFFICER	PUBLIC HOUSING UNIT-SOUTH	8/30/2001	229.95
MULLEN	POLICE OFFICER	TWENTY-FOURTH DISTRICT	10/16/1996	2564.10
MULLINS	POLICE OFFICER	FOURTEENTH DISTRICT	1/06/2001	434.93
MUNTZ	POLICE OFFICER	FOURTEENTH DISTRICT	8/12/2001	556.70
MUNYON	POLICE OFFICER	FIFTEENTH DISTRICT	2/25/2001	375.48
NAPOLITANO	POLICE OFFICER	RECRUIT TRAINING	6/08/2001	761.30
NASSER	POLICE OFFICER	TWENTY-THIRD DISTRICT	11/03/2001	89.00
NABAKE	POLICE OFFICER	FIFTEENTH DISTRICT	6/25/2001	160.76
NIKIN	POLICE OFFICER	RECRUIT TRAINING	6/20/2001	2098.42
ODONNELL	POLICE OFFICER	EIGHTEENTH DISTRICT	2/20/2001	1766.90
OHARA	POLICE OFFICER	FOURTH DISTRICT	12/10/2000	557.32
OLBRISCH	POLICE OFFICER	SIXTEENTH DISTRICT	9/09/2000	150.00
ORTIZ	POLICE OFFICER	FIFTEENTH DISTRICT	1/14/2000	330.45
ORTIZ	POLICE OFFICER	FOURTEENTH DISTRICT	9/14/2000	260.00
ORYAN	POLICE OFFICER	FIRST DISTRICT	6/06/2001	232.05
OSWALD	POLICE OFFICER	TWELFTH DISTRICT	8/11/1999	90.00
OTERO	POLICE OFFICER	RECRUIT TRAINING	9/10/2001	2308.91
PANCA	POLICE OFFICER	EIGHTH DISTRICT	6/16/2001	486.80
PASQUALE	POLICE OFFICER	SIXTEENTH DISTRICT	6/29/2001	558.91
PATER	POLICE OFFICER	CRIME LAB DIVISION	11/21/2000	189.00
PAZ	POLICE OFFICER	THIRTEENTH DISTRICT	6/09/2001	142.00
PENA	POLICE OFFICER	FOURTH DISTRICT	3/10/2001	672.30
PENDELTON	POLICE OFFICER	FIFTH DISTRICT	4/18/2001	352.50
PEREZ	POLICE OFFICER	FOURTEENTH DISTRICT	10/26/2000	833.93
PERRY	POLICE OFFICER	SIXTH DISTRICT	6/12/2001	906.20
PETT	POLICE OFFICER	THIRD DISTRICT	1/24/2001	501.10
PICKETT	POLICE OFFICER	FIFTEENTH DISTRICT	12/05/1998	89.00
PIENIK	POLICE OFFICER	TWENTY-THIRD DISTRICT	6/22/2001	283.91
PIENTA	POLICE OFFICER	NINTH DISTRICT	5/02/2001	656.51
POCTASK	POLICE OFFICER	THIRTEENTH DISTRICT	6/09/2001	322.00
PODLO	POLICE OFFICER	EIGHTEENTH DISTRICT	6/24/2001	4192.14
PONNE	POLICE OFFICER	TWELFTH DISTRICT	1/14/2001	328.30
PORRATA	POLICE OFFICER	EIGHTEENTH DISTRICT	8/11/2001	300.00
PRieto	POLICE OFFICER	TENTH DISTRICT	10/24/2000	654.50
PRSKALO	POLICE OFFICER	SECOND DISTRICT	2/08/2000	119.64
GUINN	POLICE OFFICER	EIGHTH DISTRICT	1/30/2001	7190.56
RADTKE-UGINCHUS-EVANS	POLICE OFFICER	EIGHTH DISTRICT	6/29/2001	1582.26

CITY COUNCIL ORDERS
COUNCIL MEETING OF 2/06/2002
REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
RAPIER-MARTIN	POLICE OFFICER	THIRD DISTRICT	6/06/2001	1440.75
REAVES-WALLEN	POLICE OFFICER	THIRD DISTRICT	6/04/2001	53.48
REGNIER	POLICE OFFICER	FIFTH DISTRICT	6/01/2001	188.00
REYKJALIN	POLICE OFFICER	ELEVENTH DISTRICT	7/01/2001	730.00
RHYNE	POLICE OFFICER	ELEVENTH DISTRICT	9/24/2000	420.00
RICHARDS	POLICE OFFICER	DETECTIVE DIVISION - AREA 1	1/12/1999	6634.00
RICHTER	POLICE OFFICER	TWENTY-FOURTH DISTRICT	2/13/2001	180.00
RICHTER	POLICE OFFICER	TWENTY-FOURTH DISTRICT	1/12/2001	140.70
RILEY	POLICE OFFICER	SECOND DISTRICT	1/02/2001	220.00
RIVERA	POLICE OFFICER	FIFTEENTH DISTRICT	9/19/2001	1030.00
ROCCO-PIGNATO	POLICE OFFICER	NINTH DISTRICT	9/18/2000	965.25
RODRIGUEZ	POLICE OFFICER	FOURTEENTH DISTRICT	1/31/2001	99.00
RODRIGUEZ	POLICE OFFICER	THIRTEENTH DISTRICT	8/21/2000	599.00
RODRIGUEZ	POLICE OFFICER	SEVENTH DISTRICT	9/17/2000	4584.50
ROMERO-DELGADO	POLICE OFFICER	TWENTY-FIRST DISTRICT	6/29/2001	762.82
ROOT	POLICE OFFICER	RECRUIT TRAINING	8/31/2000	44.00
ROOT	POLICE OFFICER	TWENTY-FIFTH DISTRICT	7/16/2001	397.20
ROSADO	POLICE OFFICER	THIRTEENTH DISTRICT	9/11/2000	687.89
ROSEMAN	POLICE OFFICER	SCHOOL PATROL UNIT-ADMINISTRAT	2/22/2001	329.00
RYAN	POLICE OFFICER	THIRTEENTH DISTRICT	12/20/2000	489.00
RYCRAH	POLICE OFFICER	SIXTH DISTRICT	4/27/1995	89.00
SALAZAR	POLICE OFFICER	SPECIAL OPERATIONS SECTION	6/23/2000	131.00
SALUSTRO	POLICE OFFICER	INTERNAL AFFAIRS DIVISION	1/02/2001	1021.00
SALYERS	POLICE OFFICER	TWENTY-THIRD DISTRICT	8/16/1991	49.00
SAMARCO	POLICE OFFICER	EIGHTEENTH DISTRICT	6/03/2001	83.41
SANCHEZ	POLICE OFFICER	FIFTEENTH DISTRICT	9/20/2001	329.83
SAVERSON	POLICE OFFICER	FOURTH DISTRICT	3/07/2001	290.00
SCALI	POLICE OFFICER	EIGHTEENTH DISTRICT	6/04/2001	346.42
SCHODTLER	POLICE OFFICER	TWENTY-THIRD DISTRICT	2/13/1992	844.00
SCHULER	POLICE OFFICER	TWELFTH DISTRICT	10/03/2000	549.00
SHANNON	POLICE OFFICER	EIGHTEENTH DISTRICT	4/06/2001	364.87
SHERRY	POLICE OFFICER	ELEVENTH DISTRICT	12/06/2000	1064.00
SILVA	POLICE OFFICER	PUBLIC TRANSPORTATION SECTION	4/11/2001	1219.87
SINGLETON	POLICE OFFICER	SEVENTH DISTRICT	9/24/2001	157.00
SKELLY	POLICE OFFICER	SIXTEENTH DISTRICT	6/10/2001	256.00
SMITH	POLICE OFFICER	FIFTEENTH DISTRICT	1/27/2001	354.56
SMITH	POLICE OFFICER	MAJOR ACCIDENT INVESTIGATION U	4/28/2001	412.90
SMITH	POLICE OFFICER	SECOND DISTRICT	1/24/1998	1286.47
SNYDER	POLICE OFFICER	MARCOFICS SECTION	5/22/2000	213.22
SPAARGAREN	POLICE OFFICER	PUBLIC HOUSING UNIT-SOUTH	9/10/2001	1071.35
SPAARGAREN	POLICE OFFICER	PUBLIC HOUSING UNIT-SOUTH	1/17/2000	29.00
STAPLETON	POLICE OFFICER	PUBLIC HOUSING UNIT-NORTH	8/03/2000	749.60
STEFAN	POLICE OFFICER	NINETEENTH DISTRICT	12/08/1999	627.60
STEWART	POLICE OFFICER	ELEVENTH DISTRICT	9/21/2001	242.00
STEWART	POLICE OFFICER	FOURTEENTH DISTRICT	10/26/2000	388.78
STROUSE	POLICE OFFICER	TWELFTH DISTRICT	9/11/2001	216.00
STPARKOWSKI	POLICE OFFICER	PUBLIC TRANSPORTATION SECTION	5/09/2000	173.00
TATE	POLICE OFFICER	UNKNOWN	10/25/1997	227.00
			2/26/2001	48.00

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REPORTS OF COMMITTEES

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CITY COUNCIL ORDERS

COUNCIL MEETING OF 2/06/2002

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
TEAMAN	POLICE OFFICER	TWENTY-FIRST DISTRICT	6/23/2001	192.50
THIBAUT-BLACK	POLICE OFFICER	SIXTH DISTRICT	8/03/2001	4631.09
TOKARZ	POLICE OFFICER	ELEVENTH DISTRICT	9/25/2001	792.90
TOPCZEWSKI	POLICE OFFICER	EIGHTEENTH DISTRICT	1/23/2001	269.04
TRACY	POLICE OFFICER	EIGHTH DISTRICT	8/09/2001	4192.49
TREPELAB	POLICE OFFICER	FIFTEENTH DISTRICT	6/26/2001	1203.38
TURNER	POLICE OFFICER	PUBLIC TRANSPORTATION SECTION	8/31/2001	3030.60
TURRISE	POLICE OFFICER	RECRUIT TRAINING	6/07/2001	733.96
TYLER	POLICE OFFICER	THIRD DISTRICT	3/03/2001	388.00
UNDERWOOD	POLICE OFFICER	SIXTEENTH DISTRICT	1/27/2001	150.00
VAHL	POLICE OFFICER	NINTH DISTRICT	6/22/2001	1189.00
VALADEZ	POLICE OFFICER	DETECTIVE DIVISION - AREA 1	2/24/2001	244.18
VALAITIS	POLICE OFFICER	EIGHTEENTH DISTRICT	3/24/2001	314.00
VALENTINE	POLICE OFFICER	FIFTEENTH DISTRICT	2/07/2001	1201.33
VALENT	POLICE OFFICER	SEVENTH DISTRICT	3/25/1990	140.00
VANVEGTEN	POLICE OFFICER	EIGHTH DISTRICT	1/08/1997	1763.81
VEGA	POLICE OFFICER	FOURTEENTH DISTRICT	3/04/2001	609.00
VODY	POLICE OFFICER	NINTH DISTRICT	4/11/2001	1130.00
VOIGHT	POLICE OFFICER	PUBLIC TRANSPORTATION SECTION	7/23/2001	9609.23
WALKER	POLICE OFFICER	FOURTEENTH DISTRICT	7/04/2001	4884.55
WATTS	POLICE OFFICER	PUBLIC HOUSING UNIT-NORTH	2/24/2001	202.16
WEBBROOKS	POLICE OFFICER	EIGHTEENTH DISTRICT	8/14/2001	7017.94
WETZEL	POLICE OFFICER	SECOND DISTRICT	7/11/2001	217.90
WHITE	POLICE OFFICER	RECRUIT TRAINING	9/07/2001	9667.10
WHITE	POLICE OFFICER	FIFTEENTH DISTRICT	5/22/2001	1945.40
WHITESIDE	POLICE OFFICER	SEVENTH DISTRICT	8/03/1999	1295.00
WIECZOREK	POLICE OFFICER	THIRTEENTH DISTRICT	1/24/2001	548.81
WILLIAMS	POLICE OFFICER	SECOND DISTRICT	5/14/2000	185.00
WILLIAMS	POLICE OFFICER	TWENTY-FIRST DISTRICT	2/19/2001	89.07
WILLIAMS	POLICE OFFICER	FOURTH DISTRICT	2/07/2001	512.00
WILLIAMS	POLICE OFFICER	FOURTH DISTRICT	7/03/2001	1820.00
WILLIAMS	POLICE OFFICER	FOURTH DISTRICT	6/17/2001	358.00
WILLIAMS	POLICE OFFICER	FOURTH DISTRICT	9/06/2001	2917.00
WILLIAMS	POLICE OFFICER	NARCOTICS SECTION	5/17/2001	7034.33
WILSON	POLICE OFFICER	EIGHTEENTH DISTRICT	5/19/2001	148.00
WILSON	POLICE OFFICER	TWENTY-THIRD DISTRICT	3/26/2001	630.00
WOJTAN	POLICE OFFICER	FIFTH DISTRICT	7/16/2001	712.49
WOODS	POLICE OFFICER	TWENTY-FIRST DISTRICT	7/07/2001	373.47
WOODS	POLICE OFFICER	PUBLIC HOUSING UNIT-SOUTH	8/26/2000	538.84
WRIGHT-KRYGOWSKI	POLICE OFFICER	TWENTY-SECOND DISTRICT	9/08/1997	2091.49
YOUNG	POLICE OFFICER	PUBLIC HOUSING UNIT-SOUTH	6/23/2001	148.00
YTSEN	POLICE OFFICER	TENTH DISTRICT	7/18/1999	25.00
ZABLOCKI	POLICE OFFICER	RECRUIT TRAINING	1/25/2001	174.00
ZALINSKI	POLICE OFFICER	TWENTY-THIRD DISTRICT	5/19/2001	561.00
ZARAGDZA	POLICE OFFICER	PUBLIC TRANSPORTATION SECTION	6/03/2001	240.00
ZIEMBA	POLICE OFFICER	NINETEENTH DISTRICT	2/25/2001	263.00
ZOLDAN	POLICE OFFICER	FIFTEENTH DISTRICT	1/27/2001	478.37
ABDULLAH	FIREFIGHTER	TRUCK 15	11/19/1999	490.00
ADAMCZYK	FIREFIGHTER	TRUCK 39	7/09/2001	407.28

CITY COUNCIL ORDERS

COUNCIL MEETING OF 2/06/2002

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
ALLETTO	FIREFIGHTER	SUPPORT SERVICES DEPUTY'S OFFI	7/20/1989	155.00
ANDERSEN	FIREFIGHTER	ENGINE COMPANY 112	6/25/2001	1939.80
ARAFAT	FIREFIGHTER	ENGINE COMPANY 120	12/24/2000	736.27
ARANDA	FIREFIGHTER	TRUCK 11	7/11/2001	351.50
ABENCIO	PARAMEDIC	AMBULANCE 17	4/20/2001	262.00
BACK	PARAMEDIC	AMBULANCE 7	9/28/2001	355.20
BALTA	PARAMEDIC	AMBULANCE 34	2/03/2001	965.50
BARABABZ	PARAMEDIC	ENGINE COMPANY 102	2/11/2001	700.00
BARTECKI	PARAMEDIC	AMBULANCE 14	6/17/2001	174.50
BAYNE	FIREFIGHTER	UNKNOWN	2/23/2000	326.82
BIGOTT	CAPTAIN	TRUCK 15	5/02/2001	2283.04
BLAUL	ENGINEER	BATTALION 11	11/25/2000	60.17
BRACKEN	FIREFIGHTER	ENGINE COMPANY 34	8/07/2001	78.00
BROWN	FIREFIGHTER	ENGINE COMPANY 120	12/24/2000	44.00
CIARA	FIREFIGHTER	UNKNOWN	5/28/2000	484.00
CIRA	FIREFIGHTER	ENGINE COMPANY 123	3/06/2001	182.40
CLAUSSEN	FIREFIGHTER	ENGINE COMPANY 28	7/25/2000	303.97
COLLINS	FIREFIGHTER	TRUCK 39	7/17/2001	534.52
CURLEY	FIREFIGHTER	TRUCK 47	2/24/2000	532.70
DALTON	FIREFIGHTER	TRUCK 55	5/07/1998	215.00
DIANA	ENGINEER	AIR AND SEA RESCUE	5/15/2001	566.06
OILORETO	FIREFIGHTER	ENGINE COMPANY 18	4/06/1999	19759.43
DUDDLESTON	FIREFIGHTER	TRUCK 17	9/26/2001	778.50
EASON	FIREFIGHTER	ENGINE COMPANY 60	8/08/2001	461.00
ERNST	PARAMEDIC	UNKNOWN	10/03/2001	287.83
FIELDS	FIREFIGHTER	ENGINE COMPANY 29	8/06/2001	329.20
FITZGERALD	PARAMEDIC	TRUCK 10	11/13/2000	821.55
FOSTER	FIREFIGHTER	TRUCK 41	8/29/2001	130.97
GARCIA	FIREFIGHTER	TRUCK 22	7/26/2001	110.00
GAUGHAN	LIEUTENANT	DISTRICT RELIEF 3	12/23/2000	4927.60
GILLESPIE	ENGINEER	ENGINE COMPANY 71	9/12/2001	66.00
GLEESON	PARAMEDIC	ENGINE COMPANY 61	8/18/1999	443.40
GRAVES	LIEUTENANT	TRUCK 29	4/16/2001	14478.84
GREENWOOD	FIREFIGHTER	ENGINE COMPANY 81	10/31/2001	357.60
GRICUS	FIREFIGHTER	ENGINE COMPANY 49	5/01/2001	717.30
GUIEL	PARAMEDIC	UNKNOWN	3/17/2001	340.00
GUINAZZO	FIREFIGHTER	TRUCK 42	8/30/2001	4809.60
HAMPTON	FIREFIGHTER	MEDICAL LAY UP	10/09/2001	690.24
HILL	FIREFIGHTER	ENGINE COMPANY 22	2/03/2000	282.00
HOSEK	FIREFIGHTER	TRUCK 8	12/20/2000	495.77
HOWARD	FIREFIGHTER	TRUCK 8	12/12/2000	927.00
ISA	FIREFIGHTER	AIR AND SEA RESCUE	6/18/2001	300.20
JACKSON	PARAMEDIC	UNKNOWN	10/10/2001	360.36
JOHNSON	PARAMEDIC	AMBULANCE 6	5/27/2001	463.71
JOYCE	FIREFIGHTER	ENGINE COMPANY 29	9/02/2001	343.75
KAPPEL	FIREFIGHTER	TRUCK 22	4/04/2000	215.00
KELLY	CAPTAIN	TRUCK 18	8/24/2001	305.00
KOLK	PARAMEDIC	AMBULANCE 13	9/10/1999	1126.40
KROL	FIREFIGHTER	ENGINE COMPANY 100	6/22/2001	431.20

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CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 2/06/2002

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
LEE	FIREFIGHTER	ENGINE COMPANY 73	1/07/2001	140.00
LUCKIES	PARAMEDIC	AMBULANCE 34	2/23/2001	260.37
MAGLIANO	CAPTAIN	TRUCK 49	9/03/2001	2017.75
MINNICH	FIREFIGHTER	TRUCK 45	4/28/2001	641.60
MURPHY	FIREFIGHTER	ENGINE COMPANY 50	9/16/2001	606.80
MUBIL	FIREFIGHTER	ENGINE COMPANY 79	9/12/2000	485.80
NG	LIEUTENANT	DISTRICT RELIEF 2	9/09/2001	288.09
NICHOLS	PARAMEDIC	AMBULANCE 34	3/21/2001	372.70
NOONAN	FIREFIGHTER	ENGINE COMPANY 116	7/11/2001	1523.12
OBROCHTA	FIREFIGHTER	UNKNOWN	8/14/2001	795.43
OKAWA	PARAMEDIC	UNKNOWN	10/30/2001	496.80
ORZADA	PARAMEDIC	AMBULANCE 47	12/12/2000	34.32
OSHEA	FIREFIGHTER	UNKNOWN	5/11/1995	85.50
PAOLINI-THANOS	PARAMEDIC	AMBULANCE 41	9/07/2000	243.90
PHALIN	PARAMEDIC	ENGINE COMPANY 113	7/01/2001	26.40
RAO	FIREFIGHTER	UNKNOWN	9/24/2001	433.36
RIORDAN	FIREFIGHTER	TRUCK 8	7/04/2001	78.00
ROBINSON	PARAMEDIC	AMBULANCE 15	6/08/1994	77757.60
ROSARIO	FIREFIGHTER	TRUCK 60	5/16/2001	5464.65
SEMERAU-MURBACH	PARAMEDIC	AMBULANCE 35	10/02/2001	1250.75
SOPKO	ENGINEER	ENGINE COMPANY 78	10/04/2001	738.00
SORRENTINO	FIREFIGHTER	ENGINE COMPANY 57	10/23/2001	24202.95
BOSO	PARAMEDIC	AMBULANCE 26	12/21/1999	5831.00
STROUD	FIREFIGHTER	TRUCK 42	11/01/2000	630.87
STULL	ENGINEER	ENGINE COMPANY 47	4/03/2000	276.00
TYLER	PARAMEDIC	AMBULANCE 38	9/22/2001	1704.50
VAIL	PARAMEDIC	UNKNOWN	8/07/2000	49.06
VAIL	PARAMEDIC	AMBULANCE 15	10/13/2001	1026.49
WALTON	FIREFIGHTER	ENGINE COMPANY 55	2/15/2001	19167.28
WARFIELD	FIREFIGHTER	ENGINE COMPANY 4	11/12/1997	53.90

; 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 claims 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 78727
through 78729 of this Journal.]

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REPORTS OF COMMITTEES

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COUNCIL MEETING OF 2/06/2002

THIRD PARTY ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
ACEVEDO	POLICE OFFICER	BEVENTEENH DISTRICT	5/07/2001	3988.13
ADAMS	POLICE OFFICER	TWENTY-SECOND DISTRICT	6/23/2001	210.75
ADAMS	POLICE OFFICER	TWENTY-FIFTH DISTRICT	6/05/1997	318.00
ALDRIDGE	POLICE OFFICER	FIFTH DISTRICT	4/07/2000	255.00
ALLEN	POLICE OFFICER	SIXTH DISTRICT	6/23/2001	208.40
ANATO	POLICE OFFICER	SEVENTEENH DISTRICT	7/17/1998	190.00
ANTHONY	POLICE OFFICER	SIXTEENH DISTRICT	7/28/2001	514.40
ARROYO	POLICE OFFICER	THIRTEENH DISTRICT	6/17/2001	821.61
BELL	POLICE OFFICER	SECOND DISTRICT	6/17/2000	308.25
BODIE-PEALS	POLICE OFFICER	YOUTH DIVISION AREA ONE	2/16/2001	198.27
BROWN	POLICE OFFICER	SIXTH DISTRICT	6/26/2001	1699.84
BUHRKE	POLICE OFFICER	TENTH DISTRICT	6/03/2001	724.29
CANACHO	POLICE OFFICER	NARCOTICS SECTION	1/19/2001	1548.00
CANO	POLICE OFFICER	ELEVENTH DISTRICT	7/11/2001	2505.28
CASTRO	POLICE OFFICER	FOURTEENH DISTRICT	4/15/2001	60.00
CIAMPAGLIA	POLICE OFFICER	TWENTY-FIRST DISTRICT	6/15/2001	6164.40
COLEMAN	POLICE OFFICER	PUBLIC TRANSPORTATION SECTION	3/08/2001	257.00
COLVIN	POLICE OFFICER	TWENTY-FIRST DISTRICT	6/21/2001	69.30
CROW	POLICE OFFICER	TWENTY-THIRD DISTRICT	6/14/2001	3242.40
CROWLEY	POLICE OFFICER	SECOND DISTRICT	9/04/1987	12900.00
DORONIU	POLICE OFFICER	TWENTY-SECOND DISTRICT	6/15/2001	718.32
ENG	POLICE OFFICER	UNKNOWN	3/07/2001	162.00
EPING	POLICE OFFICER	TWENTY-FIRST DISTRICT	2/21/2000	725.00
FITZGERALD	POLICE OFFICER	SIXTEENH DISTRICT	6/29/2001	100.40
FORTIN	POLICE OFFICER	TWENTY-THIRD DISTRICT	8/12/2000	2617.39
GARCIA	POLICE OFFICER	EIGHTEENH DISTRICT	1/27/2000	1940.00
GARTH	POLICE OFFICER	FIFTH DISTRICT	12/11/2000	38910.76
GILL	POLICE OFFICER	PUBLIC HOUSING UNIT-SOUTH	9/17/2001	896.60
GILLESPIE	POLICE OFFICER	TWENTY-THIRD DISTRICT	11/07/2000	42.00
GILMER	POLICE OFFICER	SECOND DISTRICT	6/13/2001	369.39
GRABOWSKI	POLICE OFFICER	FOURTH DISTRICT	6/19/2001	677.80
GURKAN	POLICE OFFICER	FOURTEENH DISTRICT	5/15/2000	59.00
GUTIERREZ	POLICE OFFICER	TWELFTH DISTRICT	12/27/2000	150.00
HADDON	POLICE OFFICER	PUBLIC HOUSING - ADMINISTRATION	12/14/1999	4645.00
HANLEY	POLICE OFFICER	BEVENTH DISTRICT	8/05/1992	848.00
HORNOWSKI	POLICE OFFICER	SEVENTEENH DISTRICT	6/20/2001	1016.05
HUBACK	POLICE OFFICER	FOURTEENH DISTRICT	3/26/2001	311.30
HURT	POLICE OFFICER	SECOND DISTRICT	10/15/2000	230.00
JOHNSON	POLICE OFFICER	FIFTEENH DISTRICT	10/27/1999	1087.80
KEYES	POLICE OFFICER	SIXTH DISTRICT	2/24/1998	72.99
LAWRENCE-HARRYLI	POLICE OFFICER	UNKNOWN	9/26/2000	218.80
LIBERTY	POLICE OFFICER	TWENTY-FIFTH DISTRICT	3/21/2001	33.00
LONG	POLICE OFFICER	EIGHTEENH DISTRICT	11/28/1999	107.00
LOPEZ	POLICE OFFICER	SEVENTH DISTRICT	5/29/2001	206.00
LOUIS	POLICE OFFICER	TWENTY-FIFTH DISTRICT	8/30/2000	160.00
MACKEY	POLICE OFFICER	RECRUIT TRAINING	5/16/1999	12295.10
MCKENNA	POLICE OFFICER	MAJOR ACCIDENT INVESTIGATION U	12/15/1999	43.00
MILLS	POLICE OFFICER	SCHOOL PATROL UNIT-ADMINISTRAT	9/19/2001	4927.31
MINNECI	POLICE OFFICER	EIGHTH DISTRICT	6/11/2001	407.95

CITY COUNCIL ORDERS

COUNCIL MEETING OF 2/06/2002

THIRD PARTY ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
MULDOON	POLICE OFFICER	PUBLIC HOUSING UNIT-SOUTH	9/17/2001	1474.65
MCNEILL	POLICE OFFICER	SIXTH DISTRICT	2/24/1998	606.02
OLSEN	POLICE OFFICER	TENTH DISTRICT	12/10/2000	2384.35
OVERTON	POLICE OFFICER	NINETEENTH DISTRICT	11/25/1984	96.00
PELLONARI	POLICE OFFICER	FOURTEENTH DISTRICT	12/07/1997	164.00
PERKINS	POLICE OFFICER	FOURTEENTH DISTRICT	9/13/2000	239.00
PERRONE-ORLORE	POLICE OFFICER	TWENTIETH DISTRICT	5/11/1999	65.00
PERRY	POLICE OFFICER	FIFTEENTH DISTRICT	10/03/2000	348.00
PLEBANSKI	POLICE OFFICER	TWENTY-FIRST DISTRICT	5/29/2000	216.00
POWELL	POLICE OFFICER	ELEVENTH DISTRICT	12/25/2000	609.00
PRILL	POLICE OFFICER	SECOND DISTRICT	11/11/2000	464.40
RADTKE	POLICE OFFICER	NINTH DISTRICT	4/05/2001	6878.81
RENAULT-WOERNER	POLICE OFFICER	TWELFTH DISTRICT	2/16/2001	239.00
RICE	POLICE OFFICER	VICE CONTROL SECTION	4/20/2001	5726.00
RIVERA	POLICE OFFICER	TWENTY-FIFTH DISTRICT	1/03/1996	2638.74
RODRIGUEZ	POLICE OFFICER	FOURTEENTH DISTRICT	4/13/2001	122.00
RODRIGUEZ	POLICE OFFICER	TWENTY-THIRD DISTRICT	8/12/2000	147.60
ROMAN	POLICE OFFICER	TENTH DISTRICT	5/06/2001	1272.15
ROMERO	POLICE OFFICER	FOURTEENTH DISTRICT	5/08/2001	461.00
RUIZ	POLICE OFFICER	TWENTY-FIFTH DISTRICT	9/14/2000	1963.10
SCOTT	POLICE OFFICER	ELEVENTH DISTRICT	6/01/2001	39.00
SELKE	POLICE OFFICER	EIGHTH DISTRICT	8/31/2000	15288.67
SHEPHERD	POLICE OFFICER	THIRTEENTH DISTRICT	6/03/2000	1293.69
SLEEPER	POLICE OFFICER	SPECIAL OPERATIONS SECTION	12/19/2000	9926.00
SLOWINSKI	POLICE OFFICER	FIFTEENTH DISTRICT	1/12/2001	365.32
SNOWLEY	POLICE OFFICER	SECOND DISTRICT	9/21/2000	1270.00
SNAYZER	POLICE OFFICER	FIRST DISTRICT	6/30/2001	561.64
SWIDERSKI	POLICE OFFICER	TWENTY-FIRST DISTRICT	6/13/1987	472.00
TAYLOR-HILL	POLICE OFFICER	SCHOOL PATROL UNIT-ADMINISTRAT	6/07/2001	180.00
TOBIN	POLICE OFFICER	SCHOOL PATROL UNIT-ADMINISTRAT	6/13/2000	4068.65
TORRES	POLICE OFFICER	MAJOR ACCIDENT INVESTIGATION U	2/03/2000	40.00
TOWN	POLICE OFFICER	PUBLIC HOUSING UNIT-SOUTH	9/17/2001	1840.00
TRAFICANTI	POLICE OFFICER	EIGHTEENTH DISTRICT	6/04/1997	141.00
URBON	POLICE OFFICER	PUBLIC HOUSING UNIT-SOUTH	8/22/2001	2411.85
VIDALES	POLICE OFFICER	SEVENTEENTH DISTRICT	1/27/2001	105.00
VLCANSKY	POLICE OFFICER	RECRUIT TRAINING	5/05/2001	6954.80
WAGNER	POLICE OFFICER	EIGHTEENTH DISTRICT	2/23/2001	148.00
WALKER	POLICE OFFICER	TWENTY-FIRST DISTRICT	6/13/2001	2646.88
WALLACE	POLICE OFFICER	TWELFTH DISTRICT	7/14/2001	2006.10
WARNER	POLICE OFFICER	TWENTY-FIRST DISTRICT	6/13/2001	1578.55
WASHINGTON	POLICE OFFICER	FIFTH DISTRICT	7/29/2001	920.36
WATKINS	POLICE OFFICER	FOURTH DISTRICT	7/03/2000	86.00
WELGUS-BARTIK	POLICE OFFICER	YOUTH DIVISION-ADMINISTRATION	1/25/2001	1026.03
WILLIAMS	POLICE OFFICER	NINTH DISTRICT	9/02/2000	3334.50
WOJTECKI	POLICE OFFICER	FIFTH DISTRICT	8/04/2001	598.60
ZAMUDIO-SCOTT	POLICE OFFICER	ELEVENTH DISTRICT	7/31/2000	763.00
ADOSTINELLI	PARAMEDIC	UNKNOWN	8/23/2001	672.40
ALBERT-COLLINS	PARAMEDIC	AMBULANCE 15	10/19/2001	400.65
BAUER	FIREFIGHTER	ENGINE COMPANY 116	4/29/2001	427.01

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REPORTS OF COMMITTEES

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CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 2/06/2002

THIRD PARTY ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
FENNESSEY	FIREFIGHTER	UNKNOWN	2/14/2001	310.30
GUTTILLO	FIREFIGHTER	ENGINE COMPANY 98	5/06/2001	12531.88
JANIGA	FIREFIGHTER	ENGINE COMPANY 77	9/27/2001	5614.64
RIOS	PARAMEDIC	AMBULANCE 6	10/14/2001	408.17
SEVIER	FIREFIGHTER	TRUCK 24	4/29/2000	3780.00
SWIATEK	PARAMEDIC	AMBULANCE 4	10/14/2001	799.52

AUTHORIZATION FOR PAYMENT OF MISCELLANEOUS REFUNDS,
COMPENSATION FOR PROPERTY DAMAGE, ET CETERA.

The Committee on Finance submitted the following report:

CHICAGO, February 6, 2002.

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, Hairston, Beavers, Stroger, Beale, Pope, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 48.

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 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/Office Of Emergency Communication:
Account Number 100-99-2005-0934-0934.*

Name And Address	Date And Location	Amount
Raymond Brown and Allstate and CBC National 475 Market Street 2 nd Floor Elmwood Park, New Jersey 07407	3/20/01 6352 South Hoyne Avenue	\$ 500.00
Romona Smith-Battle 1353 North Mason Avenue Chicago, Illinois 60651	6/26/01 1353 North Mason Avenue	1,030.00

Damage To Vehicle.

*Department Of Police/Office Of Emergency Communication:
Account Number 100-99-2005-0934-0934.*

Name And Address	Date And Location	Amount
Janet M. Kyles 6637 South Marshfield Avenue Chicago, Illinois 60636	8/5/01 6637 South Marshfield Avenue	\$ 500.00 50.00*
Maria Eugenia Mosquera and State Farm Insurance 2702 Ireland Grove Road P.O. Box 2311 Bloomington, Illinois 61702	8/18/00 6300 River Road	266.00
William Templeman and Firemen's Fund P.O. Box 419083 Attention: Susan Donovan St. Louis, Missouri 63141	12/7/00 621 West Surf Street	1,317.00

Damage To Property.

*Department Of Sewers:
Account Number 314-99-2005-0934-0934.*

Name And Address	Date And Location	Amount
Richard Nielsen 7250 West Rascher Avenue Chicago, Illinois 60656	7/11/01 7250 West Rascher Avenue	\$425.00

* To City of Chicago, Bureau of Parking

2/6/2002

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Damage To Vehicle.

*Department Of Sewers:
Account Number 314-99-2005-0934-0934.*

Name And Address	Date And Location	Amount
Doris J. Mason 300 West North Avenue Apartment 1601 Chicago, Illinois 60610	8/7/01 6299 South Calumet Avenue	\$194.00 60.00*
John Williams 3800 North Lake Shore Drive Apartment 3F Chicago, Illinois 60613	6/16/01 1825 North Lincoln Avenue	149.00
Reginald A. Young 7329 South Coles Avenue Unit 2RS Chicago, Illinois 60649	8/13/01 5400 South Dearborn Street	322.00 100.00*

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
Eugene Corker 9359 South Normal Avenue Chicago, Illinois 60620	6/1/01 9359 South Normal Avenue	\$ 135.00

* To City of Chicago, Bureau of Parking

Name And Address	Date And Location	Amount
Emily E. Fairchild 3419 West Shakespeare Avenue Chicago, Illinois 60647	5/14/01 3419 West Shakespeare Avenue	\$ 610.00 150.00*
Lenora Lott 1509 West 103 rd Street Chicago, Illinois 60643	7/1/01 1509 West 103 rd Street (alley)	520.00
Warfiel Mashburn 5531 West 132 nd Street Crestwood, Illinois 60445	7/25/01 3212 South Leavitt Street	1,200.00
Reverend Walter and Thelma McCray 2859 West Wilcox Street Chicago, Illinois 60612	7/16/01 2859 West Wilcox Street	500.00
Hector Negron 1845 North Pulaski Road Chicago, Illinois 60639	5/25/01 1845 North Pulaski Road	390.00 310.00*
Dario Penaranda 6160 West Higgins Road Chicago, Illinois 60630	5/14/01 3417 West Shakespeare Avenue	750.00
Donald Sumien 6221 West Addison Street Chicago, Illinois 60634	10/18/00 6221 West Addison Street	675.00

* To City of Chicago, Bureau of Parking

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
Dorothy L. Brice 11904 South Gregory Street Apartment 6 Blue Island, Illinois 60406	7/08/01 1900 West 119 th Street	\$508.00 480.00*
Stepehn Culen and State Farm Insurance Company 2702 Ireland Grove Road P.O. Box 2311 Bloomington, Illinois 61702	1/29/01 West 55 th and South Kenton Avenue	664.00
Seiji Daito 2753 North Wayne Avenue Unit C Chicago, Illinois 60614	7/28/01 2630 West Diversey Avenue	202.00
Anthony Evangelisti 4912 North Kenneth Avenue Chicago, Illinois 60630	8/22/01 4810 North Kostner Avenue	193.00
Karen A. Farmer 1735 West Diversey Avenue Apartment 405 Chicago, Illinois 60614	7/29/01 2750 West Diversey Avenue	143.00
Michael J. Ford 11901 South 92 nd Avenue Palos Park, Illinois 60464	5/23/01 During relocation	438.00

* To City of Chicago, Bureau of Parking

Name And Address	Date And Location	Amount
Willie Gist 9928 South Winston Avenue Chicago, Illinois 60643	6/13/01 I-94 and East 87 th Street (southbound)	\$168.00
Amelia Gonzalez-Guzman 3580 West Medill Avenue Chicago, Illinois 60647	5/6/01 4000 West Fullerton Avenue	69.00
Luis Gonzalez 1537 West Farwell Avenue Apartment 3N Chicago, Illinois 60626	1/30/01 4856 North Kimball Avenue	48.00 50.00*
Harold J. Hanley 11113 South Avenue G Chicago, Illinois 60617	7/23/01 13201 South Brainard Avenue	158.00
April M. Hann 2503A West Winnemac Avenue Apartment 6 Chicago, Illinois 60625	5/25/01 3425 West Peterson Avenue	180.00
Estella D. Jones 1533 East 85 th Street Chicago, Illinois 60619	9/3/01 7500 East Stony Island Avenue	188.00
Dorothy L. Koblack 10412 Avenue O Chicago, Illinois 60617	7/12/01 12200 South Avenue O	57.00 50.00*
Kathleen Ann Konecki 1866 North Halsted Street Unit 2 Chicago, Illinois 60614	9/13/01 West Monroe Street and South Aberdeen Street	149.00

* To City of Chicago, Bureau of Parking

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Name And Address	Date And Location	Amount
Robert Kravich 1442 West Flourney Street Chicago, Illinois 60607	7/26/01 500 South LaSalle Street	\$ 40.00 100.00*
Adam J. Low 2112 North Kenmore Avenue Apartment 1F Chicago, Illinois 60614	1/5/01 740 West Chicago Avenue	347.00
Charlene Rebecca McGee 5124 South Kimbark Avenue Apartment 1E Chicago, Illinois 60615	5/31/01 634 East 111 th Street	72.00
Michele McGee 8036 South Champlain Avenue Apartment 1 Chicago, Illinois 60619	7/26/01 3500 South Dr. Martin Luther King, Jr. Drive	95.00
Dennis C. Moore 7846 South Honore Street Chicago, Illinois 60620	6/7/01 432 West 95 th Street	253.00
Kelly M. Murphy 1933 West Ridgewood Glenview, Illinois 60025	5/25/01 3720 West Peterson Avenue	211.00
Joseph D. Nendza 10828 South Laramie Oak Lawn, Illinois 60453	7/8/01 516 North Clark Street	90.00

* To City of Chicago, Bureau of Parking

Name And Address	Date And Location	Amount
Edward M. Nieves 1909 North Nordica Avenue Chicago, Illinois 60707	8/10/01 7132 West Armitage Avenue	\$ 54.00
Helen Nudelman 1540 North LaSalle Drive Apartment 401 Chicago, Illinois 60610	5/10/01 West Deming Place and North Clark Street (alley)	406.00
Pepi Paradise 6611 North Fairfield Avenue Chicago, Illinois 60645	2/11/01 5719 North Ridge Avenue	59.00
Joseph Pieczykowski 2851 Bernice Road Lansing, Illinois 60438	7/1/01 11700 South Avenue O	807.00
Roxie Porter 7212 South Union Avenue Chicago, Illinois 60621	8/12/01 8100 South Lafayette Avenue	98.00
Mary E. Rachmaciej and American Family Insurance 475 North Martingale Road Schaumburg, Illinois 60173	6/2/01 6302 West Giddings Street	814.00
Jessie L. Ricks 839 California Avenue Dolton, Illinois 60419	8/5/01 11100 Doty Road	57.00
Dorothy W. Rossa 2518 West Lyndale Street Chicago, Illinois 60647	8/25/01 2452 West Belmont Avenue	356.00

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Name And Address	Date And Location	Amount
Mari Fran Schechtnan 2034 North Honore Street Apartment 1 Chicago, Illinois 60614	2/9/01 2300 North Magnolia Avenue	\$ 74.00
Sophie Soursos 7812 West Park Avenue Niles, Illinois 60714	8/14/01 5958 North Ravenswood Avenue	203.00
Les Stern and State Farm Insurance Company 2702 Ireland Grove Road P.O. Box 2311 Bloomington, Illinois 61702	5/24/01 3800 West Peterson Avenue	344.00
Richard B. Tomaso 1901 North 73 rd Avenue Elmwood Park, Illinois 60707	7/7/01 3725 North Christiana Avenue	77.00 40.00*
Peter Vazul 2008 West Addison Street Chicago, Illinois 60618	1/4/01 2402 West Montrose Avenue	716.00
Barbara Webb 1242 North Lake Shore Drive Chicago, Illinois 60601	7/16/01 1310 North Ritchie Court	116.00

* To City of Chicago, Bureau of Parking

Damage To Property.

*Department Of Streets And Sanitation/Sanitation And Bulk:
Account Number: 300-99-105-0934-0934.*

Name And Address	Date And Location	Amount
Lezlee Crawford 3844 West Wrightwood Avenue Chicago, Illinois 60647	11/1/00 3844 West Wrightwood Avenue	\$645.00
Annie M. Frazier 10105 South Calhoun Avenue Chicago, Illinois 60617	3/1/01 10105 South Calhoun Avenue	425.00
Alfonso Juarez 8132 South Crandon Avenue Chicago, Illinois 60617	2/26/01 8132 South Crandon Avenue	900.00

Damage To Vehicle.

*Department Of Transportation/Bureau Of Traffic:
Account Number: 300-99-2005-0934-0934.*

Name And Address	Date And Location	Amount
Giovind B. Patel 8436 Walredon Avenue Burr Ridge, Illinois 60521	5/18/01 3600 South Pulaski Road	\$1,030.00

Damage To Property.

*Department Of Transportation/Department Of Special Services:
Account Number: 300-99-2005-0934-0934.*

Name And Address	Date And Location	Amount
Western Waterproofing Company, Inc. 2658 West Van Buren Street Chicago, Illinois 60612	4/1/01 325 South Wells Street	\$900.00 55.00*

Damage To Vehicle.

*Department Of Fire:
Account Number: 100-99-2005-0934-0934.*

Name And Address	Date And Location	Amount
Sylvester Brown 12108 South Perry Avenue Chicago, Illinois 60628	4/12/01 12108 South Perry Avenue	\$200.00
Edwina Froiland 1257 West 61 st Street Chicago, Illinois 60636	4/24/01 8531 South Kedzie Avenue	323.00 460.00*
Paul Zimmer 6219 West Cuyler Avenue Chicago, Illinois 60634	7/8/01 5650 West Grace Street	823.00

* To City of Chicago, Bureau of Parking

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
Charles Boyle 2163 Green Valley Road Darien, Illinois 60561	3/31/01 During towing	\$ 250.00
Carlos Delgado P.O. Box 802952 Chicago, Illinois 60680	4/10/01 During towing	302.00 100.00*
Diana Lynn Hansen 3039 West Cornelia Avenue Chicago, Illinois 60618	6/3/01 During towing	814.00
Dariusz L. Janiczek 1724 South Prospect Avenue Park Ridge, Illinois 60068	1/25/01 During towing	453.00
Joann Marie Kilroy 385 Butternut Trail Frankfort, Illinois 60423	2/17/01 During towing	684.00
Curtissa L. Moore-Powell 5424 West Ferdinand Street Unit 209 Chicago, Illinois 60644	12/19/00 During towing	375.00
Paul L. Roustan 2823 West Glenflora Avenue Apartment 204 Waukegan, Illinois 60085	8/3/01 During towing	324.00 100.00*
Brad G. Seavoy 1017 West Oakdale Avenue Chicago, Illinois 60657	7/7/01 During towing	791.00

* To City of Chicago, Bureau of Parking

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Name And Address	Date And Location	Amount
William Urbanski and State Farm Insurance Company 2702 Ireland Grove Road P.O. Box 2311 Bloomington, Illinois 61702	12/17/00 During towing	\$1,232.00

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
Ibroxkanita Prses 6209 North Maplewood Avenue Chicago, Illinois 60659	7/10/01 1205 West Pratt Avenue	\$900.00

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
John Shilney 3807 South Wallace Street Chicago, Illinois 60609	4/18/01 556 West 38 th Street	\$ 394.00*

* To City of Chicago, Bureau of Parking

Name And Address	Date And Location	Amount
Delfondo Herron 3259 West 62 nd Place Apartment 11 Chicago, Illinois 60629	12/28/00 6234 South Spaulding Avenue	\$1,397.00 125.00*
Mitchell and Rebecca Langeier 2446 West Hutchinson Street Chicago, Illinois 60618	8/10/01 4331 North Bell Avenue	1,496.00
Luis M. Santiago 2146 North Nordica Avenue Chicago, Illinois 60707	4/23/01 3742 North Austin Boulevard	1,194.00 320.00*
Omar Taiym and State Farm Insurance Company 2702 Ireland Grove Road P.O. Box 2311 Bloomington, Illinois 61702	10/28/00 50 East Lower Wacker Drive	873.00
Donna J. Tracy 3044 North Kolmar Avenue Chicago, Illinois 60641	1/10/01 2801 North Kolmar Avenue	50.00

AUTHORIZATION FOR PAYMENT OF SUNDRY CLAIMS
FOR CONDOMINIUM REFUSE REBATES.

The Committee on Finance submitted the following report:

CHICAGO, February 6, 2002.

To the President and Members of the City Council:

* To City of Chicago, Bureau of Parking

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, Hairston, Beavers, Stroger, Beale, Pope, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 48.

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:

[List of claimants printed on pages 78746
through 78748 of this Journal.]

COMMITTEE ON CLAIMS AND LIABILITY
REFUSE REBATE COUNCIL ORDERS--PASSED

MEETING DATE 2/06/2002

CONDOMINIUM/ COOPERATIVE NAME	NO. OF ELIGIBLE UNITS	TYPE	AMOUNT OF REBATE	***** SPONSOR *****	
ADDISON MANOR CONDOMINIUM	12	ANNUAL	900.00	THOMAS ALLEN	38
ARGYLE APT. BLDG. COOPERATIVE	24	ANNUAL	1,800.00	HELEN SHILLER	46
ARMITAGE RACINE CONDO. ASSN.	12	ANNUAL	900.00	VI DALEY	43
ASHLIE MANOR CONDO ASSOC.	26	ANNUAL	1,950.00	EUGENE C. SCHULTER	47
AVANTI POINT CONDO ASSOC.	30	ANNUAL	1,488.00	THOMAS ALLEN	38
BALMORAL PLAZA CONDOMINIUMS	60	ANNUAL	4,500.00	MARGARET LAURIND	39
BEL-HARBOR CONDOMINIUMS	206	ANNUAL	7,515.60	BERNARD J. HANSEN	44
BELMONT HARBOR 1 CONDOMINIUM	20	ANNUAL	1,500.00	BERNARD J. HANSEN	44
BIRCH TREE MANOR CONDO #4	18	ANNUAL	1,350.00	BRIAN G. DOHERTY	41
BUCKTOWN PARK CONDO. ASS'N.	48	ANNUAL	3,600.00	THEODORE MATLAK	32
BYRON GREYSTONE CONDO. ASSN.	12	ANNUAL	900.00	BERNARD J. HANSEN	44
CARL BANDBURG VILLAGE CONDO. 3	60	ANNUAL	4,500.00	BURTON F. NATARUS	42
CATALPA WINTHROP BUILDING	30	ANNUAL	3,750.00	MARY ANN SMITH	48
CEDAR CONDOMINIUMS, INC.	6	ANNUAL	450.00	BERNARD L. STONE	50
CLAREMONT CONDO ASSOC.	13	ANNUAL	846.63	EUGENE C. SCHULTER	47
COASTLAND APARTMENTS, INC.	24	ANNUAL	1,800.00	WILLIAM M. BEAVERS	07
COLONIAL TERRACE CONDOMINIUM	17	ANNUAL	1,275.00	WILLIAM JP BANKS	36
CONSERVATORY CONDOMINIUM ASSN.	39	SEMI-ANNUAL	1,462.50	VI DALEY	43
DNIPRO TERRACE CONDO ASSOC.	18	SEMI-ANNUAL	510.15	JESSE GRANATO	01
DOVER SUITES CONDOMINIUMS	6	ANNUAL	450.00	HELEN SHILLER	46
DRUMMOND SQUARE CONDO. ASSN.	24	ANNUAL	1,800.00	VI DALEY	43
EMMERSON PARK CONDOMINIUM, INC	56	ANNUAL	4,200.00	BERNARD L. STONE	50
FACTORY CONDOMINIUM ASSN.	11	ANNUAL	825.00	VI DALEY	43
FARWELL TERRACE CONDOMINIUM	12	ANNUAL	900.00	JOE MOORE	49
FOREST TOWERS CONDOMINIUM #1	39	ANNUAL	2,340.66	BRIAN G. DOHERTY	41
FOSTER CONDOMINIUM ASSOCIATION	6	ANNUAL	450.00	BERNARD J. HANSEN	44
FOUNTAIN PLACE CONDO ASSOC.	11	ANNUAL	825.00	BRIAN G. DOHERTY	41
FOUR CORNERS II CONDO. ASSN.	30	ANNUAL	1,571.95	BERNARD L. STONE	50
FRANKLIN HOUSE CONDO., ASSN.	21	ANNUAL	1,575.00	TONI PRECKWINKLE	04
GALEWOOD NORTH CONDOMINIUMS	6	ANNUAL	450.00	BERNARD J. HANSEN	44
GALLERY LOFTS CONDO. ASSN.	12	ANNUAL	432.00	WILLIAM JP BANKS	36
GLENWOOD CONDO AND HEALTH CLUB	29	ANNUAL	1,280.00	THEODORE MATLAK	32
GRANVILLE SYNDICATE	29	ANNUAL	1,602.86	MICHAEL R. ZALEWSKI	23
GREENVIEW BUILDING CORPORATION	28	ANNUAL	2,100.00	PATRICK J O'CONNOR	40
GREENVIEW POINT CONDO. ASSN.	6	ANNUAL	450.00	PATRICK J O'CONNOR	40
HALLMARK HOUSE 1 CONDOMINIUMS	24	ANNUAL	1,800.00	JOE MOORE	49
HARLEM MANOR CONDO. ASS'N.	15	ANNUAL	1,123.00	THEODORE MATLAK	32
HIGGINS PLACE CONDO. ASSN.	7	ANNUAL	525.00	HELEN SHILLER	46
INNISBROOK # 2 CONDO. ASSOC.	8	ANNUAL	600.00	WILLIAM JP BANKS	36
INNISBROOK CONDO #3	9	SEMI-ANNUAL	337.50	BRIAN G. DOHERTY	41
INNISBROOK CONDO BLDG. #1	54	ANNUAL	4,050.00	BRIAN G. DOHERTY	41
JEFFERSON COURTE CONDO. ASSN.	54	ANNUAL	4,050.00	BRIAN G. DOHERTY	41
JEFFERSON HOUSE CONDO. ASSN.	44	SEMI-ANNUAL	1,353.00	PATRICK J. LEVAR	43
	20	ANNUAL	1,500.00	THOMAS ALLEN	38

2/6/2002

REPORTS OF COMMITTEES

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CITY OF CHICAGO
COMMITTEE ON CLAIMS AND LIABILITY
REFUSE REBATE COUNCIL ORDERS--PASSED

MEETING DATE 2/06/2002

CONDOMINIUM/ COOPERATIVE NAME	NO. OF ELIGIBLE UNITS	TYPE	AMOUNT OF REBATE	***** SPONSOR *****	
JEFFERSON PARK PL. CONDO. ASSOC.	12	ANNUAL	900.00	PATRICK J. LEVAR	43
KATHERINE CONDO BLDG. ASSOC.	6	ANNUAL	450.00	BRIAN G. DOHERTY	41
KENMORE TOWNHOUSE CONDOMINIUM	6	ANNUAL	450.00	BERNARD J. HANSEN	44
KENMORE-LELAND WEST CONDO.	13	ANNUAL	975.00	HELEN SHILLER	46
LAKE EDGE CO-OPERATIVE	24	ANNUAL	1,248.00	WILLIAM M. BEAVERS	07
LAKE TERRACE CONDOMINIUM	360	SEMI-ANNUAL	3,350.00	WILLIAM M. BEAVERS	07
LASALLE MANOR CONDO. ASSN.	20	ANNUAL	1,500.00	BURTON F. NATARUS	42
LILLVIEW CONDO ASSOCIATION	16	ANNUAL	1,200.00	VI DALEY	43
LINCOLNWOOD TERRACE CONDO.	18	ANNUAL	1,350.00	MARGARET LAURIND	39
MASON TERRACE CONDOMINIUM	18	ANNUAL	1,244.00	PATRICK J. LEVAR	43
MEDILL WEST CONDO. ASS'N.	8	ANNUAL	600.00	WILLIAM JP BANKS	36
MELROSE COMMONS CONDOMINIUM	16	ANNUAL	1,200.00	BERNARD J. HANSEN	44
MELROSE COURT CONDO. ASSOC.	18	ANNUAL	1,350.00	BERNARD J. HANSEN	44
MENOMONEE LANE CONDO ASSOC	14	ANNUAL	1,050.00	VI DALEY	43
MEENAH MANOR CONDO ASSOCIATION	17	ANNUAL	1,275.00	WILLIAM JP BANKS	36
NEW CONCORD CONDOMINIUM-EAST	6	ANNUAL	450.00	TONI PRECKWINKLE	04
NEUGARD SQUARE CONDOMINIUM	12	ANNUAL	900.00	PATRICK J O'CONNOR	40
NORTH FREMONT CONDO. ASSN.	6	ANNUAL	450.00	HELEN SHILLER	46
NORWOOD MANOR CONDO. ASSN.	26	ANNUAL	1,950.00	BRIAN G. DOHERTY	41
ORLEANS CONDO ASSN.	63	ANNUAL	4,725.00	BRIAN G. DOHERTY	41
OXFORD HOMES CONDOMINIUM ASSN.	21	ANNUAL	1,575.00	LEBLIE HAIRSTON	09
PETERSON PARK ONE CONDO. ASSN.	6	ANNUAL	450.00	MARGARET LAURIND	39
PIERRE CONDOMINIUM ASSOCIATION	103	ANNUAL	7,725.00	VI DALEY	43
RASCHER COMMONS CONDOMINIUM	6	ANNUAL	450.00	MARY ANN SMITH	48
RENAISSANCE CONDO. ASSOC.	32	ANNUAL	2,400.00	MARY ANN SMITH	48
RIDGEMOOR ESTATES CONDO. ASSN. 3	44	SEMI-ANNUAL	1,248.00	THOMAS ALLEN	38
SAUGANASH OAKS CONDO. ASSN.	14	ANNUAL	1,050.00	THOMAS ALLEN	38
SAUGANASH VILLAGE H/O	24	ANNUAL	1,800.00	MARGARET LAURIND	39
SHEFFIELD LILL TOWNHOUSE CONDO	20	ANNUAL	1,500.00	VI DALEY	43
SHORE MANOR CONDOMINIUM	90	ANNUAL	4,738.00	MARY ANN SMITH	48
SOUTHPORT CONDOMINIUM ASSOC.	18	ANNUAL	1,350.00	BERNARD J. HANSEN	44
STRATFORD PLACE CONDO.	29	ANNUAL	2,175.00	BERNARD J. HANSEN	44
BURFIDE CONDOMINIUM	188	SEMI-ANNUAL	3,666.00	MARY ANN SMITH	48
THE BARRY CONDOMINIUM	65	ANNUAL	4,875.00	BERNARD J. HANSEN	44
THE SCOTT CONDOMINIUM ASSOC.	60	ANNUAL	3,273.75	BURTON F. NATARUS	42
THE SHEFFIELD BUILDING ASSN.	6	ANNUAL	450.00	BERNARD J. HANSEN	44
THE SHERIDAN-BUENA CONDO	29	ANNUAL	1,875.00	HELEN SHILLER	46
THE 601 CONDOMINIUM ASSOC.	140	ANNUAL	3,480.00	TONI PRECKWINKLE	04
THORNDALE BEACH SOUTH CONDO	226	SEMI-ANNUAL	8,475.00	MARY ANN SMITH	48
TWIN GABLES CONDOMINIUM ASSN.	20	ANNUAL	1,500.00	BERNARD L. STONE	50
WATERFORD CONDO ASSOC., INC.	252	ANNUAL	9,426.00	HELEN SHILLER	46
WELLINGTON TERRACE CONDOMINIUM	48	ANNUAL	2,801.00	BERNARD J. HANSEN	44
WINCHESTER COURT CONDO ASSOC.	38	ANNUAL	2,122.00	PATRICK J O'CONNOR	40
WINONA ELSTON CONDO. ASSN.	19	ANNUAL	1,071.00	PATRICK J. LEVAR	43
WINTHROP CONDOMINIUM ASSN.	7	ANNUAL	525.00	MARY ANN SMITH	48

CITY OF CHICAGO
COMMITTEE ON CLAIMS AND LIABILITY
REFUSE REBATE COUNCIL ORDERS--PASSED

MEETING DATE 2/06/2002

CONDOMINIUM/ COOPERATIVE NAME	NO. OF ELIGIBLE UNITS	TYPE	AMOUNT OF REBATE	***** SPONSOR *****	
WRIGHTWOOD MANOR CONDO ASSN.	7	ANNUAL	523.00	VI DALEY	43
WRIGHTWOOD-DAYTON CONDO. ASSN.	15	ANNUAL	1,123.00	VI DALEY	43
YESTERYEAR CONDO. ASSN.	31	ANNUAL	2,323.00	EUGENE C. SCHULTER	47
1348-50 HYDE PK. CONDO ASSOC.	6	ANNUAL	430.00	TONI PRECKWINKLE	04
1604-1612 W. FARWELL CONDO	10	ANNUAL	730.00	JOE MOORE	49
3110 N. SHERIDAN ROAD CONDO.	108	ANNUAL	6,080.00	BERNARD J. HANSEN	44
320 OAKDALE CONDOMINIUM	36	ANNUAL	4,200.00	BERNARD J. HANSEN	44
339 W. BARRY HOMEOWNERS ASSN.	48	ANNUAL	5,100.00	BERNARD J. HANSEN	44
3400 N. LAKE SHORE DRIVE	49	ANNUAL	3,931.00	BERNARD J. HANSEN	44
3550 CONDOMINIUM ASSOCIATION	728	ANNUAL	31,896.36	HELEN SHILLER	46
3930 NORTH LAKE SHORE DRIVE	660	ANNUAL	40,411.00	HELEN SHILLER	46
4621-23 N. MALDEN CONDO. ASSN.	6	ANNUAL	430.00	HELEN SHILLER	46
4629-31 NORTH MALDEN CONDO	6	ANNUAL	430.00	HELEN SHILLER	46
4900 N. LESTER CONDOMINIUM	8	ANNUAL	600.00	PATRICK J. LEVAR	43
501 W. BELMONT CONDO. ASS'N.	19	ANNUAL	1,423.00	THEODORE MATLAK	32
515 W. BELDEN TOWNHOUSES	16	ANNUAL	1,200.00	VI DALEY	43
5223-25 S. DORCHESTER CONDO. #3	7	ANNUAL	523.00	TONI PRECKWINKLE	04
5237 N. EAST RIVER ROAD CONDO.	9	ANNUAL	675.00	BRIAN G. DOHERTY	41
5241 N. EAST RIVER RD. CONDO	9	ANNUAL	675.00	BRIAN G. DOHERTY	41
5404-06 N. GLENWOOD CONDO.	6	ANNUAL	450.00	MARY ANN SMITH	48
5457-59 HYDE PARK CONDOMINIUM	6	ANNUAL	450.00	LESLIE HAIRSTON	09
560 ROBCOE BUILDING CONDO. ASSN	6	ANNUAL	450.00	BERNARD J. HANSEN	44
5640 N. KENMORE CONDO. ASSN.	8	ANNUAL	600.00	MARY ANN SMITH	48
5935 N. ODELL CONDO. ASSOC.	11	ANNUAL	823.00	BRIAN G. DOHERTY	41
5989-91 N. NORTHWEST HIGHWAY	9	ANNUAL	675.00	BRIAN G. DOHERTY	41
6221-23 N. MAGNOLIA CONDO.	6	ANNUAL	450.00	PATRICK J O'CONNOR	40
6410-12 GLENWOOD CONDO. ASSN.	6	ANNUAL	450.00	PATRICK J O'CONNOR	40
6500 NORTH RIDGE CONDO. ASSN.	22	ANNUAL	1,650.00	BERNARD L. STONE	50
663 W. MELROSE CONDO. ASSN.	18	ANNUAL	1,330.00	BERNARD J. HANSEN	44
6638 W. 64TH PLACE CORPORATION	6	ANNUAL	450.00	MICHAEL R. ZALEWSKI	23
6718 W. 64TH PLACE CORPORATION	6	ANNUAL	450.00	MICHAEL R. ZALEWSKI	23
6820 W. RAVEN CONDO. ASSOC.	12	ANNUAL	900.00	BRIAN G. DOHERTY	41
701-709 BUENA CONDO. ASSN.	9	ANNUAL	675.00	HELEN SHILLER	46
7355 CONDOMINIUM ASSOCIATION	47	ANNUAL	2,219.00	WILLIAM M. BEAVERS	07
7320 RIDGE BUILDING CORP.	6	SEMI-ANNUAL	223.00	BERNARD L. STONE	50
7800 S. WINCHESTER CONDO. ASSOC	8	ANNUAL	600.00	THOMAS W. MURPHY	18
8427-31 W. BRYN MAWR CONDO.	12	ANNUAL	900.00	BRIAN G. DOHERTY	41
939-43 AINSLIE CONDOMINIUM	6	ANNUAL	450.00	MARY ANN SMITH	48

AUTHORIZATION FOR PAYMENT OF SENIOR CITIZEN
SEWER REBATE CLAIMS.

The Committee on Finance submitted the following report:

CHICAGO, February 6, 2002.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an order authorizing the payment of senior citizen sewer rebate claims, having had the same under advisement, begs leave to report and recommend that Your Honorable Body Pass the proposed order transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the Committee.

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, Hairston, Beavers, Stroger, Beale, Pope, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 48.

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 314-99-2005-9148-0938:

[List of claimants printed on pages 78751
through 78754 of this Journal.]

*Do Not Pass -- SUNDRY CLAIMS FOR
VARIOUS REFUNDS.*

The Committee on Finance submitted the following report:

CHICAGO, February 6, 2002.

To the President and Members of the City Council:

Your Committee on Finance, Small Claims Division, to which was referred on September 1, 1999 and on subsequent dates, sundry claims as follows:

Adams, Alex

Asuncion, Christopher H.

Benka, James

Brazeman, Joel

Burnell, India

(Continued on page 78755)

2/6/2002

REPORTS OF COMMITTEES

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COMMITTEE ON FINANCE
SMALL CLAIMS, CITY OF CHICAGO
SEWER REBATE JOURNAL

NAME	PIN NUMBER	ALDERMAN	AMOUNT
ABBAMS, MARJORIE E.	17-10-202-083-1079	42 NATARUS	30.00
ABBIGLIK, CAROL A.	17-04-207-087-1012	42 NATARUS	30.00
ADAMS, CATHERINE	17-10-401-014-1046	42 NATARUS	30.00
ADAMS, LUCILLE J.	17-04-207-086-1413	42 NATARUS	30.00
ADAMS, TRUDI	17-09-410-014-1061	42 NATARUS	30.00
ALTBACH, MILTON	17-03-111-009-1030	42 NATARUS	30.00
ANDERSON, WILLIAM A.	17-03-226-065-1169	42 NATARUS	30.00
ARANYI, CATHERINE	17-10-401-005-1289	42 NATARUS	30.00
ARIES, MARIE L.	17-03-108-016-1064	42 NATARUS	30.00
ARNSTEIN, SAMUEL	17-10-214-011-1513	42 NATARUS	30.00
ASHER, MORRIS	10-36-100-011-1199	50 STONE	30.00
ASHTON, JOHN B.	17-03-201-055-0000	42 NATARUS	30.00
AXELROD, HARRY	17-03-222-020-0000	42 NATARUS	30.00
BALINA, RIVA	10-36-319-033-1011	50 STONE	30.00
BARKER, PAUL	17-03-226-065-1047	42 NATARUS	30.00
BARRERA, GLORIA	17-03-215-013-1025	42 NATARUS	30.00
BASKOVITZ, DIANA	10-36-119-003-1037	50 STONE	30.00
BASS, ISABELLE	17-03-111-005-0000	42 NATARUS	30.00
BECKER, PEARL	10-36-118-005-1032	50 STONE	30.00
BECKER, ROBERT	17-10-105-014-1061	42 NATARUS	30.00
BEEBE, ROBERT	17-10-401-005-1050	42 NATARUS	30.00
BERNSTEIN, ISADORE	17-03-108-016-1107	42 NATARUS	30.00
BERNSTEIN, NATHAN	10-36-416-032-0000	50 STONE	30.00
BIELEWICZ, BERNICE M.	17-10-401-005-1060	42 NATARUS	30.00
BIERNAN, JULIUS	10-25-325-008-1029	50 STONE	30.00
BIGG, JOAN L.	17-10-208-013-1110	42 NATARUS	30.00
BLACK, SIDNEY	17-03-228-024-1014	42 NATARUS	30.00
BODNEY, DOROTHY J.	17-09-410-014-1260	42 NATARUS	30.00
BORGEL, MARCIT C.	17-04-222-062-1279	42 NATARUS	30.00
BORDWITZ, JOSEPH	17-03-108-016-1134	42 NATARUS	30.00
BOSHES, ADELINE C.	17-03-220-020-1505	42 NATARUS	30.00
BOWEN, JEANNE	17-03-214-014-1071	42 NATARUS	30.00
BOYSEN, CHARLES C.	17-04-216-064-1208	42 NATARUS	30.00
BRASH, LYLUS	17-03-202-065-1053	42 NATARUS	30.00
BRADY, FLORENCE M.	17-03-204-064-1009	42 NATARUS	30.00
BRENTON, LOIS M.	20-03-119-017-0000	03 TILLMAN	30.00
BROWN, DONALD D.	17-10-401-005-1067	42 NATARUS	30.00
BROWN, WILLIE B.	20-24-408-023-0000	03 WATKINSON	30.00
BRUNBACK, CHARLES T.	17-03-101-022-0000	42 NATARUS	30.00
BUCKMAN, MORRIS	10-36-100-015-1034	50 STONE	30.00
BUCKMASTER-TAYLOR, LV	17-03-207-061-1189	42 NATARUS	30.00
BUTTITA, CARL	17-03-102-038-1016	42 NATARUS	30.00
CALICHO, ANGELINE	17-10-192-037-1462	42 NATARUS	30.00
CAROFF, SHIRLEY	10-36-120-003-1142	50 STONE	30.00
CAPPAERT, ROBERT	17-04-209-043-1090	42 NATARUS	30.00
CAREY, WILLIAM E.	17-10-400-012-1887	42 NATARUS	30.00
CASSELLA, JAMES A.	17-10-400-012-1774	42 NATARUS	30.00
CHALL, JANICE	17-04-207-087-1424	42 NATARUS	30.00
CHYZANSKA, BARBARA	17-10-200-065-1096	42 NATARUS	30.00
CLARK, K. RAYMOND	17-10-105-014-1197	42 NATARUS	30.00
CLAYTON, RUSSELL	17-03-220-020-1397	42 NATARUS	30.00

COMMITTEE ON FINANCE
SMALL CLAIMS, CITY OF CHICAGO
SEWER REBATE JOURNAL

NAME	PIN NUMBER	ALDERMAN	AMOUNT
CLEVELAND, MARTHA D.	21-20-108-029-0000	07 BEAVERS	50.00
COHEN, ESTHER	10-36-120-003-1218	50 STONE	50.00
COHEN, LOUIS	17-10-400-012-1559	42 NATARUS	50.00
COHN, BERNARD	17-03-215-013-1288	42 NATARUS	50.00
CONGER, DOROTHY L.	17-03-226-065-1099	42 NATARUS	50.00
CONLIN, ELIZABETH J.B.	17-10-202-043-1047	42 NATARUS	50.00
COONEY, NITA	17-04-207-087-1225	42 NATARUS	50.00
COOPER, BERNARD H.	17-03-214-014-1007	42 NATARUS	50.00
COSTELLO, RICHARD	17-10-105-014-1101	42 NATARUS	50.00
CRISTOL, MARTHA	10-36-119-003-1048	50 STONE	50.00
CRITCHFIELD, WALLACE	11-31-106-021-1017	50 STONE	50.00
CRYSTAL, HELEN	17-03-108-016-1068	42 NATARUS	50.00
CURLETTE, ROBERT	17-03-220-020-1295	42 NATARUS	50.00
CUTLER, LILLIAN A.	17-03-215-013-1006	42 NATARUS	50.00
DANFORTH, GEORGE E.	17-03-222-015-0000	42 NATARUS	50.00
DAVIS, BROOKS & ELIZABETH	17-03-104-020-1004	42 NATARUS	50.00
DAVIS, ISOBEL	17-03-226-065-1028	42 NATARUS	50.00
DELCADA, JOSEPH E.	17-03-215-013-1116	42 NATARUS	50.00
DELICHTER, ALBERT	17-03-226-065-1190	42 NATARUS	50.00
DENNISTON, MARION F.	17-03-102-032-1043	42 NATARUS	50.00
DIAMOND, HELEN	10-36-100-015-1179	50 STONE	50.00
DIENHART, JOHN H.	17-10-401-005-1594	42 NATARUS	50.00
DODDICK, ISADORE	17-03-215-013-1292	42 NATARUS	50.00
DRAPEKIN, MARION I.	17-10-122-022-1097	42 NATARUS	50.00
DREHER, LILLIAN A.	17-10-401-005-1266	42 NATARUS	50.00
DRY, FLORENCE	17-10-200-048-1185	42 NATARUS	50.00
DUNAJAR, ARA V.	17-03-220-020-1475	42 NATARUS	50.00
DUNBAR, DOROTHY H.	17-03-207-061-1134	42 NATARUS	50.00
DUNNE, MERA	17-10-400-012-1024	42 NATARUS	50.00
EATON, DORNA	17-03-222-018-8000	42 NATARUS	50.00
EDEL, PAUL H.	17-03-226-065-1182	42 NATARUS	50.00
ENGLE, MARIE A.	17-10-400-012-1173	42 NATARUS	50.00
ERICSON, MARGARET	17-04-207-086-1224	42 NATARUS	50.00
EVANS, JOHN V.	17-03-114-003-1101	42 NATARUS	50.00
FANTL, B. ROBERT	17-03-222-015-0080	42 NATARUS	50.00
FEINER, MAX C.	17-03-207-048-1134	42 NATARUS	50.00
FEITLER, JOAN	17-03-208-002-0080	42 NATARUS	50.00
FELDMAN, HELEN	17-03-224-065-1044	42 NATARUS	50.00
FERNIMAND, BETTY L.	17-03-227-018-1017	42 NATARUS	50.00
FINE, JULIA	10-36-109-015-1042	50 STONE	50.00
FISSEL, DONALD	17-03-100-013-1046	42 NATARUS	50.00
FRIEDLAND, PEARL	17-03-215-013-1118	42 NATARUS	50.00
FRIEDMAN, DAVID	17-03-227-022-1152	42 NATARUS	50.00
FROST, RUTH	17-10-019-027-1451	42 NATARUS	50.00
GAMM, ELIZABETH	17-03-206-043-1078	42 NATARUS	50.00
GARAY, MARGARET K.	17-10-132-037-1334	42 NATARUS	50.00
GARNISA, ESTELLE	17-10-202-083-1001	42 NATARUS	50.00
GEISENMEIER, EDWIN D.	17-03-106-027-1005	42 NATARUS	50.00
GERSON, CHARLOTTE	10-36-118-005-1127	50 STONE	50.00
SENTLER, HERBERT R.	17-10-105-014-1104	42 NATARUS	50.00
GILLETTE, RICHARD A.	17-07-410-014-1265	42 NATARUS	50.00

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REPORTS OF COMMITTEES

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COMMITTEE ON FINANCE
SMALL CLAIMS, CITY OF CHICAGO
SEWER REBATE JOURNAL

NAME	FIN NUMBER	ALDERMAN	AMOUNT
GILSON, EILMER	17-10-200-063-1213	42 NATARUS	50.00
GILMAN, SALLY	10-36-119-003-1161	50 STONE	50.00
GIUNTOLI, LEONORE	17-04-207-006-1029	42 NATARUS	50.00
GODFREY, RICHARD T.	17-09-410-014-1440	42 NATARUS	50.00
GOFF, DOROTHY W.	17-10-400-012-1741	42 NATARUS	50.00
GOLD, ESTHER	10-36-119-003-1034	50 STONE	50.00
GOLD, JERRY	17-03-220-020-1370	42 NATARUS	50.00
GOLD, MYRA F.	17-04-209-043-1140	42 NATARUS	50.00
GOLDSSTEIN, BERNARD	17-03-207-060-1016	42 NATARUS	50.00
GOLIN, HILTON	17-10-208-013-1077	42 NATARUS	50.00
GODMAN, ROBERT L.	17-10-400-012-1646	42 NATARUS	50.00
GORDON, BEREKICE	17-03-214-014-1000	42 NATARUS	50.00
GORDON, HERBERT	17-10-400-012-1809	42 NATARUS	50.00
GORDON, JOHN E.	17-03-222-023-1201	42 NATARUS	50.00
GORDON, PEARL	17-10-401-014-1113	42 NATARUS	50.00
GOTTLIEB, EVELYN	17-03-214-003-1011	42 NATARUS	50.00
GRASSI, JOSEPH X.	17-10-401-003-1192	42 NATARUS	50.00
GREABE, RAYMOND R.	17-03-200-021-1046	42 NATARUS	50.00
GREENBERG, SAM	15-93-574-651-0000	50 STONE	50.00
GROSS, HERMAN	10-36-117-013-1018	50 STONE	50.00
GUNZBURG, CHARLEY W.	17-10-202-063-1054	42 NATARUS	50.00
GUTMAN, SALLY	17-03-222-023-1007	42 NATARUS	50.00
HACK, LOUISE B.	17-10-400-012-1760	42 NATARUS	50.00
HACKNEY, JEANETTE B.	20-03-119-016-0000	03 TILLMAN	50.00
HADLEY, PRISCILLA	17-03-110-011-1017	42 NATARUS	50.00
HAKMAN, JACK P.	17-03-201-060-1027	42 NATARUS	50.00
HAMPTON, ROBERT W.	17-10-400-012-1462	42 NATARUS	50.00
HANDELMAN, MARIAN	17-10-318-031-1041	42 NATARUS	50.00
HANES, GEORGIA P.	17-10-401-003-1103	42 NATARUS	50.00
HANNA, BETTY J.	17-04-424-051-1370	42 NATARUS	50.00
HANNA, NESS	17-03-227-010-1031	42 NATARUS	50.00
HARRIS, MARJORIE R.	17-09-410-014-1127	42 NATARUS	50.00
HAUSLINGER, BERTON	17-10-200-063-1171	42 NATARUS	50.00
HEERMAN, THOMAS W.	17-04-210-026-0000	42 NATARUS	50.00
HEINAH, ROBERT S.	17-04-208-029-1039	42 NATARUS	50.00
HESH, SARIA B.	17-04-424-051-1216	42 NATARUS	50.00
HOEHN, GERALD L.	17-04-422-027-1002	42 NATARUS	50.00
HOLLAND, WILLIAM S.	10-36-400-040-0000	50 STONE	50.00
HUANG, MARIE K.	17-10-401-003-1146	42 NATARUS	50.00
HUGHES, MARGARET	17-03-213-013-1190	42 NATARUS	50.00
HUNTER, VIRGINIA R.	17-10-200-063-1271	42 NATARUS	50.00
HYMAN, IRVING R.	17-10-202-085-1099	42 NATARUS	50.00
ILLINGEN, CLARENCE	17-10-214-011-1820	42 NATARUS	50.00
JARZESKA, DANUTA S.D.	17-10-401-003-1431	42 NATARUS	50.00
JOHNSON, CAROL B.	17-03-102-042-1094	42 NATARUS	50.00
JOUSHIK, DONALD R.	17-03-204-063-1001	42 NATARUS	50.00
JOYCE, JOSEPH T.	17-04-207-007-1210	42 NATARUS	50.00
JOZAITIS, RAY D.	17-03-207-061-1015	42 NATARUS	50.00
KADINCHEN, MARJORIE	17-10-400-012-1797	42 NATARUS	50.00
KAPLAN, RANDALL	17-03-211-022-1014	42 NATARUS	50.00
KATZ, MERLE	10-36-100-013-1073	50 STONE	50.00

COMMITTEE ON FINANCE
SMALL CLAIMS, CITY OF CHICAGO
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NAME	PIN NUMBER	ALDERMAN	AMOUNT
KAUFMAN, TYRUS L.	17-04-207-087-1371	42 NATARUS	50.00
KAVKA, JEROME	17-03-222-018-0000	42 NATARUS	50.00
KAWANURA, SUEND	17-04-207-086-1337	42 NATARUS	50.00
KAYE, KABEL	17-03-220-020-1414	42 NATARUS	50.00
KAYLIN, ELAINE	17-04-210-028-1048	42 NATARUS	50.00
KEIG, SUSAN J.	17-03-222-018-0000	42 NATARUS	50.00
KELLER, DORIS JEAN	17-03-208-002-0000	42 NATARUS	50.00
KERNER, OLIVER	17-03-220-020-1434	42 NATARUS	50.00
KILPATRICK, MARYELLEN	17-10-400-012-1443	42 NATARUS	50.00
KIM, KYEN S.	17-10-318-031-1019	42 NATARUS	50.00
KING, NEIL J.	17-03-208-022-1006	42 NATARUS	50.00
KING, SALLY B.	17-04-216-044-1172	42 NATARUS	50.00
KINGSTON, DONALD J.	17-03-227-018-1048	42 NATARUS	50.00
KNOX, MARION F.	17-10-401-005-1720	42 NATARUS	50.00
KOEK, EVA	11-30-302-050-1005	50 STONE	50.00
KOLB, JULIA C.	17-10-400-012-1289	42 NATARUS	50.00
KOLODNY, MAX	10-36-100-011-1247	50 STONE	50.00
KRAITZIK, NORMAN I.	10-36-118-005-1044	50 STONE	50.00
KRAMER, EDWARD	17-10-219-023-1104	42 NATARUS	50.00
KROCKEY, MIRIAM	10-36-100-015-1127	50 STONE	50.00
KURONSKI, ISABELLE	10-31-409-040-1032	41 DOWERTY	50.00
KURONSKI, ISABELLE	10-31-409-040-1032	41 DOWERTY	50.00
KURONSKI, ISABELLE	10-31-409-040-1032	41 DOWERTY	50.00
KURONSKI, ISABELLE	10-31-409-040-1032	41 DOWERTY	50.00
KURONSKI, ISABELLE	10-31-409-040-1032	41 DOWERTY	50.00
KURONSKI, ISABELLE	10-31-409-040-1032	41 DOWERTY	50.00
LEVIN, PHYLLIS	10-36-118-005-1233	50 STONE	50.00
LIPMAN, BAURICE	10-36-317-039-1003	50 STONE	50.00
NIELSEN, CONSTANCE D.	11-31-302-078-1001	50 STONE	50.00
PITETSKA, MAYA	14-20-214-018-0000	46 SHILLER	50.00
PITETSKA, MAYA	14-20-214-018-0000	46 SHILLER	50.00
RODIN, MARY	10-36-100-011-1118	50 STONE	50.00
ROTHMAN, MARCIE	10-36-100-011-1188	50 STONE	50.00
SALTZBERG, SAN	10-36-100-015-1213	50 STONE	50.00
SANDLER, GALE	13-02-220-044-8002	50 STONE	50.00
SCHULTZ, CLARE F.	10-36-117-015-1004	50 STONE	50.00
SILVER, ALLAN	10-36-218-043-1001	50 STONE	50.00
SIMAY, FRED H.	10-36-100-015-1210	50 STONE	50.00
SKRYPNIK, MICHAEL	10-36-100-018-1233	50 STONE	50.00
SPEKTER, SEYMOR	10-36-100-018-1174	50 STONE	50.00
STITT, DOROTHY	17-07-420-037-0000	27 BURNETT JR.	50.00
STONE, BERNARD	10-36-120-003-1170	45 LEVAP	50.00
WASSERMAN, TANARA	13-01-122-034-1018	50 STONE	50.00
WEISENBERG, HYMEN	10-36-100-011-1182	50 STONE	50.00
WHITMAN, SHIRLEY L.	10-36-100-011-1184	50 STONE	50.00
YACH, JACOB	10-36-118-005-1038	50 STONE	50.00

* TOTAL AMOUNT

9,950.00

(Continued from page 78750)

Butt, Carolyn R. and American Ambassador Casualty Company

Calvillo, Miguel

Dear, Lenora

Elstein, Rochelle S.

Enterprise Leasing Company

Enterprise 1800 Rent-A-Car

Garrett, Corlis B.

Glasper, Deborah

Goldman, Janice and Allstate Insurance Company

Gross, Susan K.

Harris, Emma and State Farm Insurance Company

Haussler, Christopher and Geico

Herrera, Victor

Hertz RAC Corporation

Hollistor, Shani

Hubbard, Marilyn

Jackson, Floy-Dean

Jasso, Debra

Lightfoot, Jeri A.

Livingston, J. D.

Mallek, Frank and State Farm Insurance Company

Martin, Paul and Barbara

Martin, Shirlene

Maruso, Lori C.

Mueller, Werner

Niguel, Neal and State Farm Insurance

Octavia, Edgeson

Owens, James

Park, Chong Yun

Pelletier, Kenneth M.

Perry, Natalie

Petersen, Jennifer J.

Radcliff, George K.

Rah, Choonglim

Ross, Steven F.

Rowe, Margaret

Sanchez, Miguel

Schnieder, Maurie

Smith, Lester E.

Strojny, Ronald and State Farm Insurance Company

Szuran, Kazimierz

Tognocchi, Mark W. and Allstate Insurance Company

Veltman, Gerald W.

Vihon, Sarah

Wash, Bertha L.

Waters, Delores and Universal Casualty Company

Wiktorek, Shelly and State Farm Insurance Company

Zimmer, Leslie,

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, Hairston, Beavers, Stroger, Beale, Pope, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 48.

Nays -- None.

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

Placed On File -- REPORT OF SETTLEMENT OF SUITS AGAINST
CITY DURING MONTH OF DECEMBER, 2001.

The Committee on Finance submitted the following report:

CHICAGO, February 6, 2002.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a communication transmitting a list of various cases in which judgments were entered or cases were settled during the month of December, 2001, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Place on File* the proposed list of cases 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 report and list of cases were *Placed on File*.

Placed On File -- APPLICATIONS FOR CITY OF CHICAGO
CHARITABLE SOLICITATION (TAG DAY) PERMITS.

The Committee on Finance submitted the following report:

CHICAGO, February 6, 2002.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration applications for City of Chicago charitable solicitation (tag day) permits:

- A. Lions of Illinois Foundation (Caramel Day),
May 2, 2002 through May 4, 2002 -- citywide;
- B. Lions of Illinois Foundation (Candy Day),
October 10, 2002 through October 12, 2002 -- citywide;
- C. Veterans Poppy Day Association of Chicago, Inc.,
May 23, 2002 through May 24, 2002 -- citywide;
- D. Heartland Independent Veterans, Inc.,
November 1, 2002 through November 30, 2002,
December 1, 2002 through December 31, 2002 -- citywide;
- E. Mercy Home for Boys and Girls,
March 14, 2002 through March 17, 2002 -- citywide;
- F. March of Dimes Birth Defects Foundation,
February 9, 2002 through April 30, 2002 -- citywide.

having had the same under consideration, 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 AVIATION.

**AUTHORIZATION FOR EXECUTION OF AMENDMENT TO
LEASE AGREEMENT WITH CHICAGO PARK DISTRICT
CONCERNING MERRILL C. MEIGS FIELD.**

The Committee on Aviation submitted the following report:

CHICAGO, February 6, 2002.

To the President and Members of the City Council:

Your Committee on Aviation, having under consideration a communication from The Honorable Richard M. Daley, Mayor (which was referred on January 16, 2002) at the request of the Commissioner of Aviation, transmits an ordinance authorizing the execution of an amended lease agreement with the Chicago Park District concerning Meigs Field, begs leave to recommend that Your Honorable Body Pass the proposed ordinance which is transmitted herewith.

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

Respectfully submitted,

(Signed) PATRICK J. LEVAR,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Hairston, Beavers, Stroger, Beale, Pope, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Hansen, Levar, Shiller, Schuler, M. Smith, Moore -- 48.

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") is a duly constituted and existing municipality within the meaning of Section 1, Article VII of the 1970 Constitution of the State of Illinois (the "Constitution"), and is a home rule unit of local government under Section 6(a), Article VII of the Constitution; and

WHEREAS, The City operates an airport known as Merrill C. Meigs Field ("Meigs") on property owned by the Chicago Park District (the "Park District") and leased to the City pursuant to a lease dated February 10, 1997 (the "Lease"), which Lease will expire on February 10, 2002; and

WHEREAS, There is a comprehensive agreement concerning regional airport capacity that contemplates the continued operation of Meigs as an airport, and federal legislation embodying the agreement is pending; and

WHEREAS, The City and the Park District are willing to amend the Lease to extend the term beyond February 10, 2002, on a month-to-month basis; provided, however, that notwithstanding the date of the commencement of such month-to-month tenancy, either party may terminate the Lease effective the first (1st) day of any calendar month by providing written notice of termination at any time during the prior calendar month; and

WHEREAS, The City desires to authorize the Commissioner of the Department of Aviation (the "Commissioner") to negotiate and execute such an amendment to the Lease (the "Amendment") on behalf of the City; now, therefore,

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

SECTION 1. The above recitals are hereby incorporated by reference as if fully set forth herein and shall constitute the findings of the City Council.

SECTION 2. The Commissioner is hereby authorized to negotiate and execute the Amendment, including such other terms and conditions therein as may be necessary or desirable for the continued operation of Meigs during the time that the Lease remains in effect pursuant to the Amendment.

SECTION 3. The Commissioner and other City officers are authorized to take any and all actions as may be necessary or desirable for or as a result of the continued operation of Meigs during the time that the Lease remains in effect pursuant to the

Amendment, including but not limited to negotiating and executing other related documents, certifications, easements and agreements with other parties, including but not limited to extensions of subleases and agreements with the Federal Aviation Administration for its facilities and operations at Meigs.

SECTION 4. This ordinance shall be in full force and effect from and after the date of its passage.

AUTHORIZATION FOR ACQUISITION OF PROPERTY AT 7101 SOUTH
CICERO AVENUE FOR DEVELOPMENT OF AMERICAN TRANS AIR,
INC. TRAINING FACILITY AND ASSOCIATED IMPROVEMENTS.

The Committee on Aviation submitted the following report:

CHICAGO, February 6, 2002.

To the President and Members of the City Council:

Your Committee on Aviation, having under consideration a communication from The Honorable Richard M. Daley, Mayor (which was referred on January 16, 2002) at the request of the Commissioner of Aviation, transmits an ordinance authorizing the City to acquire the property for an ATA flight training facility and associated improvements, begs leave to recommend that Your Honorable Body Pass the proposed ordinance which is transmitted herewith.

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

Respectfully submitted,

(Signed) PATRICK J. LEVAR,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Hairston, Beavers, Stroger, Beale, Pope, Balcer, Frias, Olivo, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 47.

Nays -- None.

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

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

The following is said ordinance as passed:

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

WHEREAS, The City owns and operates an airport known as Chicago Midway Airport (the "Airport"); and

WHEREAS, American Trans Air, Inc., an Indiana corporation ("ATA"), is a signatory to the Amended and Restated Airport Use Agreement and Facilities Lease; and

WHEREAS, ATA and the City desire that ATA develop a flight training facility and an associated hotel and retail complex in the vicinity of the Airport; and

WHEREAS, CNF Properties, Inc., a Delaware corporation ("CNF"), owns a suitable parcel of property consisting of approximately twenty-six and thirty-four hundredths (26.34) acres and improved with several buildings configured as freight loading docks, along with accessory parking lots, bearing a common address of 7101 South Cicero Avenue, Chicago, Illinois, as further legally described on Exhibit A attached hereto (the "Property"); and

WHEREAS, CNF has entered into a contract with ATA dated as of March 28, 2001 (as the same has subsequently been amended by the parties) (the "Contract") to sell the Property to ATA; and

WHEREAS, The City is not a party to the Contract and will not become such a party by operation of this ordinance or the transactions contemplated hereunder, but ATA has the right under the Contract to direct that CNF convey title to the

Property directly to the City without creating any privity of contract between CNF and the City, and ATA has indicated that it will direct CNF to do so in exchange for the City's delivery of the purchase price; and

WHEREAS, The City has determined that it is useful, desirable and necessary that the City acquire the Property for the ATA training facility and for other Airport purposes and contribute to costs incurred by ATA to undertake such environmental remediation and other site preparation on the Property as is necessary to allow for the development of ATA's flight training facility and associated improvements; and

WHEREAS, The City Council, on June 27, 2001, approved the issuance of Midway Airport Revenue Bonds to acquire the Property, subject to City Council approval of a purchase price; and

WHEREAS, The City is authorized to acquire, pay for and provide for the environmental remediation and other site preparation of the Property pursuant to its authority as a home rule unit of government; now, therefore,

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

SECTION 1. The foregoing recitals are hereby adopted as the findings of the City Council.

SECTION 2. The Commissioner of the Department of Aviation ("Commissioner") and the City Comptroller are hereby authorized to deliver or cause to be delivered to CNF or CNF's designee proceeds from the issuance of Midway Airport Revenue Bonds in an amount not to exceed Fifteen Million Five Hundred Thousand Dollars (\$15,500,000) in exchange for delivery of title to the Property to the City. To the extent that Fifteen Million Five Hundred Thousand Dollars (\$15,500,000) exceeds the purchase price payable by ATA to CNF, the Commissioner and City Comptroller are further authorized either to use such excess amount to conduct environmental remediation or other site preparation of the Property or to deliver or cause to be delivered such excess amount to ATA or ATA's designee to reimburse ATA or its designee for its costs of environmental remediation or other site preparation of the Property.

SECTION 3. The Commissioner and other City officials are further authorized to execute such documents as may be necessary or desirable to implement the objectives of this ordinance.

SECTION 4. The Corporation Counsel or her designee is authorized to accept a deed to the Property on behalf of the City from the owner of the Property, in a form and subject only to those title exceptions approved by the Corporation Counsel.

SECTION 5. This ordinance shall be effective immediately upon its passage.

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

Exhibit "A".

Legal Description Of Property.

Parcel One:

Parts of the northwest quarter of Section 27 and of the southwest quarter of Section 22, both in Township 38 North, Range 13, East of the Third Principal Meridian, which parts are more particularly described as follows:

beginning at the point of intersection of the east line of the west 50 feet of said Section 27, being the east line of South Cicero Avenue with a line 2,723.50 feet north of and parallel to a straight line, hereinafter referred to as "Line A", which extends east from a point on the west line of said Section 27 which is 644.66 feet south from the northwest corner of the south half of said section to a point on the east line of said Section 27, which is 619.17 feet south from the northeast corner of said south half; thence north along said east line of the west 50 feet, being the east line of South Cicero Avenue, a distance of 595.58 feet to its intersection with the north line of said Section 27, which is also the south line of said southwest quarter of Section 22; thence northwardly, a distance of 572.04 feet to a point which is 75 feet (measured perpendicularly) east from the west line and 571.55 feet (measured perpendicularly) north from said south line of said southwest quarter of Section 22; thence southeastwardly, a distance of 1,141.29 feet, more or less, along a straight line which is extended southeastwardly would intersect the north and south centerline of said Section 27 at a point 401.70 feet south (measured along said centerline) of the north line of said Section 27, to a point in the east line of the west 1,140 feet (measured perpendicularly) of said Section 27 extended north; thence south along said east line of the west 1,140 feet of Section 27 extended north and along the east line of the west 1,140 feet of said Section 27, a distance of 756.87 feet, more or less, to a point on said line 2,723.50 feet north of and parallel to Line A; and thence west along said line 2,723.50 feet north of and parallel to Line A, a distance of 1,090 feet to the point of beginning, all in Cook County, Illinois.

Excepting that portion thereof more particularly described as follows:

A tract of land in the west half of the west half of the southwest quarter of Section 22, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois, bounded and described as follows:

to wit:

commencing at the southwest corner of said southwest quarter; thence easterly along the south line of said southwest quarter, a distance of 50 feet to the point of beginning; thence continuing easterly along the south line of said southwest quarter, a distance of 55 feet; thence northeasterly to a point which is 140 feet east of the west line of said southwest quarter measured at right angles thereto and on a straight line extending northwesterly from a point on the north and south centerline of said southwest quarter which is 105.73 feet north of the south line of said southwest quarter as measured along said north and south centerline to a point which is 75 feet east of the west line of said southwest quarter as measured at right angles thereto, 571.55 feet north of the south line of said southwest quarter as measured at right angles thereto; thence northwesterly to a point which is 75 feet east of the west line of said southwest quarter as measured at right angles thereto and 571.55 feet north of the south line of said southwest quarter as measured at right angles thereto; and thence southwesterly to the point of beginning.

Parcel Two:

Parts of the northwest quarter of Section 27 and of the southwest quarter of Section 22, both in Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois, which parts are more particularly described as follows:

beginning at the point of intersection of the east line of the west 50 feet of said Section 27, being the east line of South Cicero Avenue, with the north line of said Section 27, which is also the south line of said southwest quarter of Section 22; thence northwardly a distance of 572.04 feet to a point which is 75 feet (measured perpendicularly) east from the west line and 571.55 feet (measured perpendicularly) north from said south line of said southwest quarter of Section 22; thence southeastwardly a distance of 1,141.29 feet, more or less, along a straight line which if extended southeastwardly would intersect the north and south centerline of said Section 27, at a point 401.70 feet south (measured along said centerline) of the north line of said Section 27, to a point in the east line of the west 1,140 feet (measured perpendicularly) of said Section 27 extended north, for a point of beginning; thence southeastwardly along said straight line which if extended southeastwardly would intersect the north and south centerline of Section 27, at a point 401.70 feet south (measured

along south centerline) of the north line of Section 27, a distance of 286.65 feet more or less to a point in the east line of the west 1,407.50 feet (measured perpendicularly) of said Section 27 extended north; thence south along said east line of the west 1,407.50 feet of Section 27 extended north and along the east line of the west 1,407.50 feet (measured perpendicularly) of said Section 27 a distance of 398.32 feet, more or less, to a point on a line 2,979 feet north of and parallel to a straight line, hereinafter referred to as "Line A", which extends east from a point on the west line of said Section 27 which is 644.66 feet south from the northwest corner of the south half of said section to a point on the east line of said Section 27 which is 619.17 feet south from the northeast corner of said south half; thence west along said line 2,979 feet north of and parallel to Line A, a distance of 162 feet to a point in the east line of the west 1,245.50 feet (measured perpendicularly) of said Section 27; thence south along said east line of the west 1,245.50 feet of Section 27; a distance of 103 feet to a point in a line 2,876 feet north of and parallel to said Line A; thence west along said line 2,876 feet north of and parallel to Line A, a distance of 57 feet to a point in the east line of the west 1,188.50 feet (measured perpendicularly) of said Section 27; thence south along said east line of the west 1,188.50 feet of Section 27, a distance of 71.50 feet to a point in a line 2,804.50 feet north of and parallel to said Line A; thence west along said line 2,804.50 feet north of and parallel to Line A, a distance of 48.50 feet to a point in said east line of the west 1,140 feet of Section 27; thence north along said east line of the west 1,140 feet of Section 27 a distance of 675.87 feet, more or less, to the point of beginning with a 20 foot easement for railroad purposes, said easement lying 10 feet on either side of the centerline of an existing spur railroad track running across the above described property.

REPEAL OF PRIOR ORDINANCE WHICH AUTHORIZED LEASE
AGREEMENT WITH LYNXS CHICAGO CARGO PORT, L.L.C.
AT CHICAGO O'HARE INTERNATIONAL AIRPORT.

The Committee on Aviation submitted the following report:

CHICAGO, February 6, 2002.

To the President and Members of the City Council:

Your Committee on Aviation having under consideration a communication from The Honorable Richard M. Daley, Mayor (which was referred on January 16, 2002) at the request of the Commissioner of Aviation, transmits an ordinance authorizing a lease termination at O'Hare Airport.

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

Respectfully submitted,

(Signed) PATRICK J. LEVAR,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Hairston, Beavers, Stroger, Beale, Pope, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 48.

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 duly constituted and existing municipality within the meaning of Section 1, Article VII of the 1970 Constitution of the State of Illinois ("Constitution"), and is a home rule unit of local government under Section 6(a), Article VII of the Constitution; and

WHEREAS, The City owns and operates an airport known as Chicago O'Hare International Airport ("Airport") and possesses the power and authority to lease premises thereon and to grant other rights and privileges with respect thereto; and

WHEREAS, The City entered into a Cargo Building Site Lease dated July 15, 1987 (the "Original Lease") between the City and Continental Airlines, Inc. ("Continental") pursuant to which the City leased to Continental a cargo site and cargo facility at the Airport (the "Property"); and

WHEREAS, The Original Lease was supplemented and amended by the First Amendment to the Cargo Building Site Lease dated June 19, 1998 between the City and Continental (the "First Amendment", which together with the Original Lease, is hereinafter referred to as the "Lease"); and

WHEREAS, Simultaneously with the execution of the First Amendment, Continental assigned certain of its rights under the Lease to Lynxs Chicago Cargo Port, L.L.C. ("Lynxs"); and

WHEREAS, The City issued its Chicago O'Hare International Airport Special Facilities Airport Revenue Bonds (Lynxs Chicago Cargo Port, L.L.C. Project) Series 1998 in the aggregate principal amount of Seven Million One Hundred Seventy Thousand Dollars (\$7,170,000) (the "Bonds"); and

WHEREAS, On March 7, 2001 the City Council passed an ordinance as published in the *Journal of the Proceedings of the City Council* of that date at pages 53341 -- 53344, providing Authorization For Execution Of Design-Build Agreement For Terminal 6 At Chicago O'Hare International Airport (the "T6 Project"); and

WHEREAS, The City Council of the City of Chicago "City Council" passed an ordinance on September 27, 2000 (*Journal of the Proceedings of the City Council*, pages 41458 -- 41463) (the "Original Ordinance") which authorized the Commissioner of Aviation ("Commissioner") to negotiate and enter into an agreement with Lynxs to relocate Lynxs to another site at the Airport (the "Proposed Agreement"); and

WHEREAS, The Department of Aviation has determined that the real property which is subject to the Lease is required for the T6 Project, and it is necessary and desirable that the City acquire and terminate all interests now existing in the Property held by parties other than the City; now, therefore,

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

SECTION 1. The above recitals are hereby incorporated by reference as if fully set forth herein and shall constitute the findings of the City Council.

SECTION 2. The Original Ordinance is hereby repealed.

SECTION 3. The Commissioner is authorized to pursue all rights and remedies the City has under the Lease, and to negotiate and, subject to approval by this City Council, settle all outstanding interests in and under the Lease and the tenancies and other interests created under the auspices of the Lease, and to provide for the vacation of the Property by all interested parties so as to permit the City to gain exclusive control and possession of the Property. Such settlement may include one (1) or more payments to parties with an interest in the Property and/or the tenancy, including but not limited to Continental, Lynxs, and/or subtenants under the Lease, the cost of paying debt service on and/or redeeming the Bonds, forgiveness of past due rents under the Lease, release of Lynxs from its obligations under the Lease, and any other terms that the Commissioner, in his sole discretion, deems necessary or desirable to accomplish the objectives of this ordinance.

SECTION 4. In the event that the Commissioner is unable to negotiate or agree with a holder or holders of any leasehold or other interest or interests in the Property, or if a holder of any such interest or interests cannot be found, then the Commissioner shall report such fact to the Corporation Counsel who is hereby authorized to institute proceedings in eminent domain to acquire any and all interests in the Property, in accordance with the laws of the State of Illinois.

SECTION 5. Subject to the terms of the Chicago O'Hare International Airport Amended and Restated Airport Use Agreement and Terminal Facilities Lease ("Use Agreement") between the City and various airline parties, the City is authorized to pay any amounts payable by the City pursuant to this ordinance as well as any amounts necessary to pay debt service on and/or redeem the Bonds, in the event that Lynxs fails to meet or is released from its obligations under the Bonds from any legally available Airport funds.

SECTION 6. At any time when the Lease is not in effect, the Commissioner is authorized to enter into right of entry agreements, licenses, or similar arrangements on terms substantially similar to those in the Lease or any sublease thereunder (i.e., rent, use of premises, insurance, et cetera) with Lynxs' current subtenants and/or other parties acceptable to the Commissioner that may have an interest in or need to use the Property in order to allow such parties to use the Property until such time as the City may require the Property for any other Airport purposes.

SECTION 7. The Commissioner and other City officers are authorized to take any and all actions, including but not limited to execution of other documents, certifications and agreements, as may be necessary or desirable to implement the objectives of this ordinance, including, but not limited to, rights of entry, grants and releases of easements, and agreements as may be necessary to develop the Property for any other Airport purposes.

SECTION 8. This ordinance shall be in full force and effect from and after the date of its passage.

**COMMITTEE ON THE BUDGET AND
GOVERNMENT OPERATIONS.**

**AUTHORIZATION FOR EXECUTION OF INTERGOVERNMENTAL
AGREEMENTS WITH CHICAGO HOUSING AUTHORITY TO
PROVIDE VARIOUS SERVICES TO RESIDENTS
OF CHICAGO HOUSING AUTHORITY
SENIOR DEVELOPMENTS.**

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, February 6, 2002.

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 the execution of intergovernmental agreements between the City of Chicago and the Chicago Housing Authority necessary to provide various services to residents of Chicago Housing Authority Senior Developments, 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) WILLIAM M. BEAVERS,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Hairston, Beavers, Stroger, Beale, Pope, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 48.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago (the "City") is a home rule municipality as described in Section 6(a), Article VII of the 1970 Constitution of the State of Illinois; and

WHEREAS, The Chicago Housing Authority, a municipal corporation ("C.H.A."), operates certain housing development complexes that serve senior citizens ("Senior Developments"), and now desires to retain the City to provide a set of lease compliance, service connector, case management and employment assistance services ("Services") to the residents of the Senior Developments; and

WHEREAS, The City, through its Department on Aging ("CDoA"), is staffed with personnel who are able to provide the Services, and now desires to be retained by the C.H.A.; and

WHEREAS, The C.H.A. is funding the Services from multiple sources and therefore proposes several intergovernmental agreements ("Agreements"), none of which overlap the others, under which the City will provide the Services to the senior citizens residing in the Senior Developments, and the Board of Commissioners of the C.H.A. has authorized the C.H.A. to enter into the Agreements; now, therefore,

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

SECTION 1. The above recitals are incorporated by reference as if fully set forth herein.

SECTION 2. Subject to the approval of the Corporation Counsel as to form and legality, the Commissioner of CDoA ("Commissioner") or his or her delegate is hereby authorized to execute and deliver Agreements with C.H.A. in substantially the forms attached hereto as Exhibits A, B and C, with such changes therein as the Commissioner may approve provided that such changes do not amend any essential terms of the Agreements (execution of the Agreements by the Commissioner or his

or her delegate constituting conclusive evidence of such approval), and to enter into and execute all such other agreements and instruments and to perform any and all acts as shall be necessary or advisable in connection with the implementation of the Agreements.

SECTION 3. To the extent that any current 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 in full force and effect from and after the date of its passage and approval.

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

Exhibit "A".
(To Ordinance)

Intergovernmental Agreement With Chicago Housing Authority

Service Connector Program

For

*Senior Citizens Residing In Nineteen Chicago
Housing Authority Senior Developments.*

This intergovernmental agreement for professional services (the "Agreement") is made as of this fourteenth (14th) day of July, 2001 by and between the Chicago Housing Authority (hereinafter referred to as the "C.H.A."), a municipal corporation of the State of Illinois and the City of Chicago acting through its Department on Aging (hereinafter referred to as the "CDoA").

Recitals.

Whereas, The C.H.A. is engaged in the development and operation of safe, decent and sanitary housing throughout the City of Chicago for low-income families in accordance with the United States Housing Act of 1937, 42 USC §1437, et seq.; regulations promulgated by the United States Department of Housing and Urban

Development ("H.U.D."), and the State Housing Authorities Act, 310 ILCS 10/1, et seq., as amended, and other applicable laws, regulations and ordinances; and

Whereas, The C.H.A. is the recipient of a Public Housing Elderly and Disabled Service Coordinator grant award issued by the United States Department of Housing and Urban Development (H.U.D.) under grant IL06RSV002P0012 and the Resident Opportunities and Self Sufficiency Program for the period of July 14, 2001 through July 14, 2002 and has entered into a Grant Agreement with H.U.D., a copy of which is attached hereto as (Sub)Exhibit I ("H.U.D. Grant Agreement"); and

Whereas, The CDoA represents that it provides a set of coordinated supportive social services (hereinafter referred to as "Services" and set forth in Section 2.01 below) for senior citizens residing in the City of Chicago and is able to provide the Services as outlined in this Agreement at the price, terms and conditions specified herein; and

Whereas, The C.H.A. desires the CDoA to provide these Services for senior citizens residing in nineteen (19) Senior Developments (the "Senior Developments") as set forth in (Sub)Exhibit II attached hereto and made a part hereof and the CDoA states that it is ready, willing and able to provide the Services in these Senior Developments as more specifically provided herein; and

Whereas, The C.H.A. and the CDoA have authority to enter into intergovernmental agreements such as this Agreement pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1, et seq., and the Housing Cooperation Law, 310 ILCS 15/1, et seq.; and

Whereas, The C.H.A. and the CDoA desire to enter into this Agreement to permit the CDoA to provide the Services for the senior citizens residing in the Senior Developments as set forth in (Sub)Exhibit II;

Now, Therefore, In consideration of the mutual promises and the terms and conditions set forth herein, the C.H.A. and the CDoA do hereby 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.**CDoA's Duties And Responsibilities.*

Section 2.01 Services To Be Performed.

A. Scope of Services.

The Services which the CDoA shall provide under this Agreement are all Services described in this Article 2 (collectively, the "Services"). The CDoA shall provide the Services in accordance with the standards of performance set forth in Section 2.02. Such Services include, but are not limited to, the following:

1. Provide a sufficient number of site coordinators and service aids for the purpose of providing resident service coordination in the Senior Developments.
2. Meet on a regular basis with C.H.A. staff and Senior Development building presidents to ensure full participation in the Services by all concerned parties.
3. Offer each resident of the Senior Developments the opportunity to participate in an assessment of his or her needs and develop a confidential file of each resident's individual service plans.
4. Provide each resident, who is age sixty (60) and older, with a benefits eligibility checklist application.
5. Provide information assistance, and referrals for outside services regarding availability of case management, chores, and home delivered meals, as well as other services that are available to seniors, age sixty (60) and over in Chicago.
6. Plan, in cooperation with each Senior Development building president and building manager, recreational activities for all residents.
7. Provide the C.H.A. with written reports of the Services as it relates to the C.H.A., on a monthly basis. Said report will analyze the nature and the extent of the Services provided, as well as the effectiveness of the Services provided.
8. Work with local community organizations, private businesses, and not-for-profit agencies to coordinate and plan programs, which benefit the residents of the Senior Developments.

9. Maintain records of all money paid for staff or residents travel and expenses, which will be provided to C.H.A. upon request.
10. Encourage the hiring of C.H.A. residents by the CDoA in its Resident Service Coordination Program.
11. Improve the residents' quality of life by ensuring access to necessary services to which they are entitled, along with providing recreational and cultural activities within the Senior Development buildings to decrease isolation.

B. Scope of C.H.A. Services.

The C.H.A. agrees to provide office space, a desk, two (2) chairs and a telephone with local phone service at each designated Senior Development site covered under this Agreement. The C.H.A. shall be responsible for installing and maintaining a lock on each office space, and providing janitorial services to each office space. The CDoA shall provide, maintain and secure each office and all office equipment and any files maintained within the office.

C. Deliverables.

The CDoA shall prepare certain deliverables as required by this Agreement or by the H.U.D. Grant Agreement, which consist of work product from performing the Services that include, but are not limited to, documents, data, studies, reports, findings or information in any form prepared or assembled either in hard copy or on diskette (collectively, "Deliverables"). The C.H.A. reserves the right to reject any and all Deliverables, which in the sole judgment of the C.H.A. do not meet the intended level of completion or standard of performance specified in this Agreement.

Section 2.02 Performance Standards.

The CDoA shall perform all Services required of it under this Agreement with that degree of skill, care and diligence normally shown by an entity performing services of a scope, purpose and magnitude comparable with the nature of the Services to be provided under this Agreement. The CDoA shall at all times use its best efforts to assure quality, timeliness, efficiency and creativity in rendering and completing the Services. The CDoA agrees that performing the Services in a satisfactory manner includes quickly responding to C.H.A.'s needs when those needs are clearly conveyed to the CDoA.

The C.H.A. shall direct all questions regarding program operations to CDoA's director of resident service coordinators. Disputes over program operations that

cannot be resolved shall be treated under Article 5 hereof.

Section 2.03 Ownership Of Documents; Records And Reports.

A. Deliverables or information in any form prepared or assembled by, or provided to, the CDoA under this Agreement are the property of the C.H.A.. During the performance of its Services, the CDoA shall be responsible for any loss or damage to such Deliverables while in the CDoA's possession and shall restore any lost or damaged Deliverables and information at the CDoA's sole cost and expense.

B. The CDoA shall maintain all books, records, documents, and adopt a system of accounting in accordance with generally accepted accounting principles and practices, to properly reflect all costs of whatever nature claimed to have been incurred or anticipated to be incurred or in connection with the CDoA's performance under this Agreement. In addition, the CDoA shall keep such books, records and documents in a safe place and make them available for audit, examination, excerpt, and transcription to be conducted by the C.H.A., H.U.D., the Comptroller General of the United States or their duly authorized representatives, and allow inspection, copying and abstracting for at least three (3) years after the final payment is made in connection with this Agreement and all other pending matters are closed or as otherwise may be required under applicable law.

Section 2.04 Audit Requirement.

The C.H.A. retains an irrevocable right to independently or, through a third party, audit the CDoA's books and records pertaining to this Agreement and disallow any inappropriate billings upon written notice to the CDoA.

Section 2.05 Confidentiality.

The CDoA agrees that all Deliverables, reports and documents prepared or assembled by the CDoA pursuant to this Agreement are to remain confidential. Further, the CDoA agrees that the reports and documents shall not be made available to any individual or organization, other than to courts of competent jurisdiction or administrative agencies pursuant to a subpoena or an agency of the Federal or State Government, or as may be required in response to a request under the Freedom of Information Act ("F.O.I.A.") without the prior written approval of the C.H.A.. CDoA shall notify the C.H.A. of any such request or subpoena for information immediately, but in any event prior to the required disclosure date.

Section 2.06 Subcontracts And Assignments.

The CDoA shall not assign or subcontract this Agreement, or any portion thereof, without the express written approval of the C.H.A.. The absence of such express written approval shall void the attempted assignment, delegation or transfer and shall be of no effect as to the Services or this Agreement.

The CDoA shall not transfer or assign any funds or claims due or which may become due under this Agreement without the prior written approval of the C.H.A.. The attempted transfer or assignment of any funds, either in whole or in part, or any interest therein, which shall be due or to become due to the CDoA without such prior written approval shall have no effect. The C.H.A. expressly reserves the right to assign or otherwise transfer all or any part of its rights or interests hereunder.

Section 2.07 Patents And Copyrights.

To the extent applicable, the C.H.A. reserves an exclusive, perpetual and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for C.H.A. or H.U.D. purposes, including, but not limited to, commercial exploitation: (a) the copyright or patent in any work developed or discovered in the performance of the Services under this Agreement, and (b) any right of copyright or patent to which the CDoA purchases ownership with funds awarded pursuant to this Agreement for the purpose of meeting the objectives of this Agreement.

Section 2.08 Force Majeure.

In the event of war, flood, riot, epidemic, act of governmental authority in its sovereign capacity or act of God during the term of this Agreement, neither the C.H.A. nor the CDoA shall be liable to the other party for any nonperformance under this Agreement resulting from such event.

Article 3.

Term Of Agreement.

This Agreement shall take effect as of July 14, 2001 and shall continue through December 31, 2001.

*Article 4.**Compensation.***Section 4.01 Amount Of Compensation.**

The C.H.A. shall pay to the CDoA for the performance of this Agreement, a sum not-to-exceed Three Hundred Eighty-nine Thousand Four Hundred Ninety-two Dollars (\$389,492). The CDoA agrees not to perform, and waives any and all claims of payment for work which would result in billings beyond the Agreement price unless the parties have executed a written amendment to this Agreement authorizing said additional work and the payment therefore. The CDoA recognizes and acknowledges that it has an affirmative duty to monitor its performance and billings to insure that the scope of work is completed within this not-to-exceed amount.

Section 4.02 Payment.

The C.H.A. shall provide CDoA with a standard billing format. Pursuant to the standard billing format, CDoA shall submit sufficiently detailed invoices that include payroll costs and expenditures for provision of the services in the Program in accordance with the Budget attached as (Sub)Exhibit III hereto and incorporated by this reference as if fully set forth herein and as required by this Agreement to the C.H.A. on a quarterly basis. The C.H.A. will make its best efforts to make payment for services rendered under this contract within thirty (30) days upon submission of the invoices by the CDoA. The C.H.A. shall direct all inquiries regarding billing to CDoA's Director of Finance. Disputes over billings that cannot be resolved shall be treated under Article 5 hereof.

Section 4.03 Non-Appropriation.

Funding for this Agreement is subject to 1) availability of Federal funds from H.U.D., 2) the approval of funding by C.H.A.'s Board of Commissioners. In the event that no funds or insufficient funds are appropriated and budgeted in any fiscal period of the C.H.A. for payments to be made under this Agreement, then the C.H.A. may notify the CDoA of such occurrence and this Agreement shall terminate on the earlier of the last day of the fiscal period for which sufficient appropriation was made or when the funds appropriated for payment under this Agreement are exhausted. No payments shall be made or due to CDoA under this Agreement beyond those amounts appropriated and budgeted by the C.H.A. to fund payments hereunder.

*Article 5.**Disputes.*

A dispute between the C.H.A. and the CDoA involving this Agreement that has not been resolved, shall be referred to the Commissioner of the CDoA ("Commissioner") and the C.H.A.'s Chief Executive Officer ("C.E.O."). Either party may give written notice of the dispute to both the Commissioner and the C.E.O., who shall meet within thirty (30) days of notification to resolve the dispute. In the event the Commissioner and the C.E.O. fail to resolve the dispute, each party may pursue its remedies at law, and shall endeavor to do so within one (1) year of the date notification of the dispute is given.

*Article 6.**Risk Management.***Section 6.01 Insurance To Be Provided By CDoA**

The CDoA shall procure, pay for and maintain at all times during the term of this Agreement the types of insurance specified below.

1. Workers' Compensation And Employer's Liability.

Workers' Compensation and Occupational Disease Insurance in accordance with the laws of the State of Illinois covering all employees who are to provide a service under this Agreement and Employer's Liability Coverage with limits of not less than One Hundred Thousand Dollars (\$100,000) for each accident or illness.

2. Commercial General Liability (Primary And Umbrella).

Commercial Liability Insurance or equivalent with limits of not less than Five Hundred Thousand Dollars (\$500,000) per occurrence for bodily injury, personal injury and property damage liability.

3. Automobile Liability.

When any motor vehicles (owned, non-owned and hired) are used in connection with the Services to be performed, the CDoA shall provide Comprehensive Automobile Liability Insurance with limits of not less than Five Hundred Thousand Dollars (\$500,000) per occurrence for bodily injury and property damage.

4. Self-Insurance.

The C.H.A. acknowledges that CDoA is self-insured for the insurance requirements required by the C.H.A.

Section 6.02 Insurance Maintained By The C.H.A.

The C.H.A. shall procure, pay for and maintain at all times during the term of this Agreement the types of insurance specified below.

1. Workers' Compensation and Employer's Liability.

Workers' Compensation and Occupational Disease Insurance in accordance with the laws of the State of Illinois covering all employees who are to provide a service under this Agreement and Employer's Liability Coverage with limits of not less than One Hundred Thousand Dollars (\$100,000) for each accident or illness.

2. Commercial General Liability (Primary And Umbrella).

Commercial Liability Insurance or equivalent with limits of not less than Five Hundred Thousand Dollars (\$500,000) per occurrence for bodily injury, personal injury and property damage liability.

3. Self-Insurance.

The C.H.A. may self-insure for the insurance requirements.

*Article 7.**Termination.*

Either party may terminate this Agreement, or any portion of the Services to be performed under it, at any time by giving one hundred eighty (180) days notice in writing to the other party.

*Article 8.**Special Conditions.***Section 8.01 Warranties And Representations.**

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

- A. That the CDoA and, to the best of its knowledge, its subcontractors, are not in violation of 18 U.S.C. §666(a)(1) and the Illinois Criminal Code, 720 ILCS 5/33E-1, et seq. (1989), as amended; the CDoA certifies that it has read the provisions of 18 U.S.C. §666(a) (2) and the Illinois Criminal Code, 720 ILCS 5/33E-1, et seq. and warrants that it and its officers and employees will comply with the provisions set forth therein. The CDoA further warrants that it has read the C.H.A.'s Ethics Policy adopted June 21, 1995 (attached) and hereby agrees to comply with its provisions; and
- B. that the CDoA shall obtain prior written approval from C.H.A. to use the H.U.D. grant funds in any way other than as specified in this Agreement.

Section 8.02 Conflict Of Interest.

A. No member of the governing body of the C.H.A. or other units of government and no other officer, employee, or agent of the C.H.A. or other unit of government who exercises any functions or responsibilities in connection with the Services to which this Agreement pertains, shall have any personal interest, direct, or indirect, in this Agreement. No member of or delegate to the Congress of the United States or the Illinois General Assembly and/or C.H.A. employee shall be entitled to any share or part of this Agreement or to any financial benefit arising from it.

The CDoA covenants that it and its employees, and its subcontractors presently have no interest and shall acquire no interest, direct or indirect, in this Agreement which would conflict in any manner or degree with the performance of the Services hereunder. The CDoA further covenants that in the performance of this Agreement no person having any such interest shall be employed.

Additionally, pursuant to the conflict of interest requirements in OMB Circular A-102 and 24 CFR § 85.36(b) (3), no person who is an employee, agent, consultant, officer, or appointed official of the C.H.A. and who exercises or has exercised any functions or responsibilities with respect to H.U.D. assisted activities, or who -is in a position to participate in a decision making process or gain inside information with regard to such H.U.D. activities, may obtain a financial interest or benefit from the activity, or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for himself or herself or for those whom he or she has family or business ties, during his or her tenure or for one (1) year thereafter.

B. Furthermore, the CDoA represents that it is and will remain in compliance with federal restrictions on lobbying set forth in Section 319 of the Department of the Interior and Related Agencies Appropriations Act for Fiscal year 1990, 31 U.S.C. Subsection 1352, and related rules and regulations set forth at 54 Fed. Reg. 52,309 ff. (1989), as amended.

Section 8.03 Non-Liability Of Public Officials.

No official, employee or agent of the either party shall be charged personally by the other party, or by any assignee or subcontractor of either party, with any liability or expenses of defense or be held personally liable to either party under any term or provision of this Agreement, because of either party's execution or attempted execution, or because of any breach hereof.

Section 8.04 Independent Contractor.

The CDoA shall perform under this Agreement as an independent contractor to the C.H.A. and not as a representative, employee, agent, joint venturer or partner of the C.H.A.

Section 8.05 Section 3. H.U.D. Act Of 1968.

The work to be performed under this Agreement is on a project assisted under a program providing direct federal financial assistance from H.U.D. and is subject to the requirements of Section 3 of the H.U.D. Act of 1968, as amended, 12 U.S.C. 1701u. The CDoA agrees that it will comply with the provisions of Section 3 and the

regulations issued pursuant thereto by the Secretary of H.U.D. set forth in 24 CFR part 135, and all applicable rules and orders of H.U.D. issued thereunder. The CDoA certifies and agrees that it is under no contractual or other disability, which would prevent it from complying with these requirements.

Section 8.06 Subgrant Agreement.

CDoA acknowledges that this is a subgrant agreement. CDoA has reviewed the grant application and H.U.D. Grant Agreement and agrees to perform this Agreement in accordance with the terms and conditions of the C.H.A.'s H.U.D. Grant Agreements as set forth in (Sub)Exhibit I as it pertains to subgrantees and/or subcontractors.

Article 9.

General Conditions.

Section 9.01 Entire Agreement.

This Agreement, comprised of this Agreement and the (sub)exhibits attached hereto and incorporated herein, 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 and therein.

Section 9.02 Counterparts.

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

Section 9.03 Amendments.

No changes, amendments, modification or discharge of this Agreement, or any part thereof, shall be valid unless in writing and signed by the authorized agent of the CDoA and by the Chief Executive Officer of the C.H.A. or his respective designees. The C.H.A. shall incur no liability for additional Services without a written amendment to this Agreement pursuant to this section.

Section 9.04 Compliance With All Laws/Governmental Orders.

A. The CDoA 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 including, but not limited to, the Uniform Administrative Requirements contained in 24 C.F.R. Section 85.1, et seq., (1993), as amended; Title VI of the Civil Rights Act of 1967 (42 U.S.C. 2000d, et seq.); Fair Housing Act (42 U.S.C. 3601-20, et seq.); Executive Order 11063, as amended by Executive Order 12259; Age Discrimination Act of 1975 (42 U.S.C. 6101, et seq.); Rehabilitation Act of 1973 (29 U.S.C. 794); Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5); Contract Work Hours and Safety Standards Act (40 U.S.C. 327, et seq.); National Environmental Policy Act of 1969 (24 C.F.R. Part 58) ; Clean Air Act (42 U.S.C. 7401/,et seq.); Federal Water Pollution Control Act (33 U.S.C. 1_251, et seq.) , as amended; Flood Disaster Protection Act of 1973 (42 U.S.C. 4106); Uniform Relocation Assistance and Real Property Development Acquisition Policies Act of 1970 (42 U.S.C. 4601); Executive Order 11246, as amended by Executive Orders 12086 and 11375; Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4831(b)); Executive Order 12372; Copeland "Anti-Kickback" Act (18 U.S.C. § 874 and 40 U.S.C. § 276); Byrd "Anti-Lobbying" Amendment (31 U.S.C. § 1352); Drug Free Workplace Act of 1968 (41 U.S.C. 701, et seq.); and Debarment and Suspension (Executive Orders 12549 and 12689). Additionally, the CDoA shall comply with the applicable provisions of O.M.B. Circulars A-133, A-102, A-122, A-110 and A-87, as amended, succeeded or revised. Provision(s) 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.

B. The CDoA shall take such actions as may be necessary to comply promptly with any and all governmental orders imposed by any duly constituted government authority whether imposed by federal, state, county or municipal authority.

Section 9.05 Governing Law.

This Agreement shall be governed as to performance and interpretation in accordance with the laws of the State of Illinois. Each party hereby irrevocably submits itself to the original jurisdiction of those courts located within the County of Cook, State of Illinois, with regard to any controversy arising out of, relating to, or in any way concerning the execution or performance of this Agreement. Each party agrees that service of process on each party may be made, at the option of the other party, either by registered or certified mail addressed to the applicable office as provided for in this Agreement, by registered or certified mail addressed to the office actually maintained by each party. If any action is brought by either party

concerning this Agreement, the action shall only be brought in those courts located within the County of Cook, State of Illinois.

Section 9.06 Severability.

If any provisions of this Agreement shall be held or deemed to be or shall in fact be inoperative or unenforceable as applied in any particular case in any jurisdiction or in all cases because it conflicts with any other provision or provisions 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 the provision in question inoperative or unenforceable in any other case or circumstances, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever. The invalidity of any one (1) or more phrases, sentences, clauses or sections contained in this Agreement shall not affect the remaining portions of this Agreement or any part thereof.

Section 9.07 Interpretation.

Any headings of this Agreement are for convenience of reference only and do not define or limit the provisions thereof. Words of any gender shall be deemed and construed to include correlative words of the other gender. Words importing the singular number shall include the plural number and vice versa, unless the context shall otherwise indicate. All references to any (sub)exhibit or document shall be deemed to include all supplements and/or amendments to any such (sub)exhibits or documents entered into in accordance with the terms and conditions hereof and thereof. All references to any person or entity shall be deemed to include any person or entity succeeding to the rights, duties, and obligations of such persons or entities in accordance with the terms and conditions of this Agreement.

Section 9.08 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.

Section 9.09 Cooperation.

The CDoA agrees at all times to cooperate fully with the C.H.A. and to act in the C.H.A.'s best interests. If this Agreement is terminated for any reason, or if it is to expire on its own terms, the CDoA shall make every effort to assure an orderly transition to another contractor, 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 the reasonable requests and requirements of the C.H.A. in connection with the termination or expiration of this Agreement.

Section 9.10 Waiver.

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

Article 10.

Communication And Notices.

Section 10.01 Communication Between The Parties.

All verbal and written communication including required reports and submissions between the CDoA and C.H.A. shall be through the Department on Aging and C.H.A.'s Department of Programs. No verbal communication between the parties shall change any of the terms and conditions of this Agreement. Nothing stated herein shall be construed as a waiver or modification of the requirements for notice or service of process of litigation, as set forth in the Illinois Code of Civil Procedure, the Federal Rules of Civil Procedure, the local rules of the Circuit Court of Cook County, and the local rules governing United States District Court for the Northern District of Illinois.

Section 10.02. Notices.

Any notices sent to the CDoA shall be mailed by ordinary mail, postage prepaid to:

Anna L. Willis
Commissioner
Department on Aging
30 North LaSalle Street, Suite 2320
Chicago, Illinois 60602 -- 2586

with a copy to:

Finance and Economic Development
Division
Department of Law
City of Chicago
121 North LaSalle Street, Suite 600
Chicago, Illinois 60602

Notices sent to the C.H.A. shall be mailed by certified mail, postage prepaid to:

Terry Peterson
Chief Executive Officer
Chicago Housing Authority
626 West Jackson Boulevard
Chicago, Illinois 60661

with a copy to:

General Counsel
Office of the General Counsel
Chicago Housing Authority
200 West Adams Street, Suite 2100
Chicago, Illinois 60606

Article 11.

Authority.

Section 11.01 C.H.A. Authority.

Execution of this Agreement is authorized by resolution of the C.H.A.'s Board of Commissioners dated December 18, 2001 approving this Agreement and pursuant to the United States Housing Act of 1937, 42 U.S.C. § 1_437, et seq.; regulations promulgated by H.U.D., and the State Housing Authorities Act, 310 ILCS 10/1, et

seq., as amended, and other applicable laws, regulations and ordinances.

Section 11.02 CDoA's Authority.

Execution of this Agreement by the CDoA is authorized by an ordinance enacted by the City Council of the City of Chicago on _____, 2002.

In Witness Whereof, The C.H.A. and the CDoA have executed this Agreement as of the date first written above.

City of Chicago, Department
of Aging:

Chicago Housing Authority:

Anna L. Willis,
Commissioner

Terry Peterson,
Chief Executive Officer

Approved By:

Office of the General Counsel,
Chicago Housing Authority

[(Sub)Exhibit I and Chicago Housing Authority Ethics Policy referred to in this Intergovernmental Agreement with Nineteen Chicago Housing Authority Senior Developments unavailable at time of printing.]

(Sub)Exhibits II and III referred to in this Intergovernmental Agreement with Nineteen Chicago Housing Authority Senior Developments read as follows:

(Sub)Exhibit II.
(To Intergovernmental Agreement With Nineteen Chicago
Housing Authority Senior Developments)

Senior Developments.

1. 3920 North Clark Street
2. 3930 North Clark Street
3. 3940 North Clark Street
4. 2640 North Sheffield Avenue
5. 2720 North Sheffield Avenue
6. 1531 North Clybourn Avenue
7. 5821 North Broadway
8. 6400 North Sheridan Road
9. 3030 West 21st Place
10. 3216 South Wentworth Avenue
11. 3250 South Wentworth Avenue
12. 3120 South Wentworth Avenue
13. 3146 South Wentworth Avenue
14. 440 North Drake Avenue
15. 9177 South South Chicago Avenue
16. 9141 South South Chicago Avenue
17. 655 West 65th Street
18. 6360 South Minerva Avenue
19. 4030 South Lake Park Avenue

(Sub)Exhibit II.
(To Intergovernmental Agreement With Nineteen Chicago
Housing Authority Senior Developments)

ESC Budget 2001.
July 16, 2001 -- December 31, 2001.

Personnel:

Salaries and Wages	\$280,510
Fringe Benefits	100,984
Total Personnel:	\$381,494

Non-Personnel:

Office Supplies	\$6,000
Pagers	270
Training	736
Local Transportation	992
Total Non-Personnel:	\$7,998
Subtotal ESC Budget:	\$389,492

Exhibit "B".
(To Ordinance)

Intergovernmental Agreement With Chicago Housing Authority

Service Connector Program
For
Senior Citizens Residing In Twenty-Three
C.H.A. Senior Developments.

This intergovernmental agreement for professional services (the "Agreement") is made as of this first (1st) day of January, 2001 by and between the Chicago Housing Authority (hereinafter referred to as the "C.H.A."), an Illinois municipal corporation and the City of Chicago acting through its Department on Aging (hereinafter referred to as the "CDoA").

Recitals.

Whereas, The C.H.A. is engaged in the development and operation of safe, decent and sanitary housing throughout the City of Chicago for low-income families in accordance with the United States Housing Act of 1937, 42 USC § 1437, et seq.; regulations promulgated by the United States Department of Housing and Urban Development ("H.U.D."), and the State Housing Authorities Act, 310 ILCS 10/1, et seq., as amended, and other applicable laws, regulations and ordinances; and

Whereas, The CDoA represents that it provides a set of coordinated supportive social services (hereinafter referred to as "Services" and set forth in Section 2.01 below) for senior citizens residing in the City of Chicago and is able to provide the Services as outlined in this Agreement at the price, terms and conditions specified herein; and

Whereas, The C.H.A. desires the CDoA to provide these Services for senior citizens residing in twenty-three (23) Senior Developments as set forth in (Sub)Exhibit I attached hereto and made a part hereof (the "Senior Developments"), and the CDoA states that it is ready, willing and able to provide the Services in these Senior Developments as more specifically provided herein; and

Whereas, The C.H.A. and the CDoA have authority to enter into intergovernmental agreements such as this Agreement pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1, et seq., and the Housing Cooperation Law, 310 ILCS 15/1, et seq.; and

Whereas, The C.H.A. and the CDoA desire to enter into this Agreement to permit the CDoA to provide the Services for the senior citizens residing in the Senior Developments.

Now, Therefore, In consideration of the mutual promises and the terms and conditions set forth herein, the C.H.A. and the CDoA do hereby 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.

CDoA's Duties And Responsibilities.

Section 2.01 Services To Be Performed.

A. Scope Of Services.

The Services which the CDoA shall provide under this Agreement are all Services described in this Article 2 (collectively, the "Services"). The CDoA shall provide the Services in accordance with the standards of performance set forth in Section 2.02. Such Services include, but are not limited to, the following:

1. Provide a sufficient number of site coordinators and service aids for the purpose of providing resident service coordination in the designated Senior Developments.
2. Meet on a regular basis with C.H.A. staff and Senior Development building presidents to ensure full participation in the Services by all concerned parties.

3. Offer each resident of the Senior Developments the opportunity to participate in an assessment of his or her needs and develop a confidential file of each resident's individual service plans.
4. Provide each resident, who is age sixty (60) and older, with a benefits eligibility checklist application.
5. Provide information assistance and referrals for outside services regarding availability of case management, chores, and home delivered meals, as well as other services that are available to seniors, age sixty (60) and over in Chicago.
6. Plan, in cooperation with each Senior Development building president and building manager, recreational activities for all residents.
7. Provide the C.H.A. with written reports of the Services, as it relates to the C.H.A., on a monthly basis. Said report will analyze the nature and the extent of the Services provided, as well as the effectiveness of the Services provided.
8. Work with local community organizations, private businesses, and not-for-profit agencies to coordinate and plan programs, which benefit the residents of the Senior Developments.
9. Maintain records of all money paid for staff or residents travel and expenses, which will be provided to C.H.A. upon request.
10. Encourage the hiring of C.H.A. residents by the CDoA in its Resident Service Coordination Program.
11. Improve the residents' quality of life by ensuring access to necessary Services to which they are entitled, along with providing recreational and cultural activities within the Senior Development buildings to decrease isolation.

B. Scope Of C.H.A. Services.

The C.H.A. agrees to provide office space, a desk, two (2) chairs and a telephone with local phone service at each designated Senior Development site covered under this Agreement. The C.H.A. shall be responsible for installing and maintaining a lock on each office space, and providing janitorial services to each office space. The CDoA shall provide, maintain and secure each office and all office equipment and any files maintained within the office.

C. Deliverables.

The CDoA shall prepare certain deliverables as required in this Agreement and defined as consisting of the work product from performance of the Services that includes, but is not limited to, documents, data, studies, reports, findings or information in any form prepared or assembled either in hard copy or on diskette (collectively, "Deliverables"). The C.H.A. reserves the right to reject any and all Deliverables, which in the sole judgment of the C.H.A. do not meet the intended level of completion or standard of performance specified in this Agreement.

Section 2.02 Performance Standards.

The CDoA shall perform all Services required of it under this Agreement with that degree of skill, care and diligence normally shown by an entity performing Services of a scope, purpose and magnitude comparable with the nature of the Services to be provided under this Agreement. The CDoA shall at all times use its best efforts to assure quality, timeliness, efficiency and creativity in rendering and completing the Services. The CDoA agrees that performing the Services in a satisfactory manner includes quickly responding to C.H.A.'s needs when these needs are clearly conveyed to CDoA.

The C.H.A. shall direct all questions regarding program operations to CDoA's director of resident service coordinators. Disputes over program operations that cannot be resolved shall be treated under Article 5 hereof.

Section 2.03 Ownership Of Documents; Records And Reports.

A. All Deliverables or information in any form prepared or assembled by, or provided to, the CDoA under this Agreement is the property of the C.H.A.. During the performance of its Services, the CDoA shall be responsible for any loss or damage to such Deliverables while in the CDoA's possession and shall restore any lost or damaged Deliverables and information at the CDoA's sole cost and expense.

B. The CDoA shall maintain all books, records, documents, and adopt a system of accounting in accordance with generally accepted accounting principles and practices, to properly reflect all costs of whatever nature claimed to have been incurred or anticipated to be incurred or in connection with the CDoA's performance under this Agreement. In addition, the CDoA shall keep such books, records and documents in a safe place and make them available for audit, examination, excerpt, and transcription to be conducted by the C.H.A., H.U.D., the Comptroller General of the United States or their duly authorized representatives, and allow inspection, copying and abstracting for at least three (3) years after the final payment is made in connection with this Agreement and all other pending matters are closed or as otherwise may be required under applicable law.

Section 2.04 Audit Requirement.

The C.H.A. retains an irrevocable right to independently or, through a third party, audit the CDoA's books and records pertaining to this Agreement and disallow any inappropriate billings upon written notice to the CDoA.

Section 2.05 Confidentiality.

The CDoA agrees that all Deliverables, reports and documents prepared or assembled by the CDoA pursuant to this Agreement are to remain confidential. Further, the CDoA agrees that the reports and documents shall not be made available to any individual or organization, other than to courts of competent jurisdiction or administrative agencies pursuant to a subpoena or an agency of the Federal or State Government, or as may be required in response to a request under the Freedom of Information Act ("FoIA") without the prior written approval of the C.H.A.. CDoA shall notify the C.H.A. of any such subpoena or request for information immediately, but in any event prior to the required disclosure date.

Section 2.06 Subcontracts And Assignments.

The CDoA shall not assign or subcontract this Agreement, or any portion thereof, without the express written approval of the C.H.A.. The absence of such express written approval shall void the attempted assignment, delegation or transfer and shall be of no effect as to the Services or this Agreement.

The CDoA shall not transfer or assign any funds or claims due or which may become due under this Agreement without the prior written approval of the C.H.A.. The attempted transfer or assignment of any funds, either in whole or in part, or any interest therein, which shall be due or to become due to the CDoA without such prior written approval shall have no effect. The C.H.A. expressly reserves the right to assign or otherwise transfer all or any part of its rights or interests hereunder.

Section 2.07 Patents And Copyrights.

To the extent applicable, the C.H.A. reserves an exclusive, perpetual and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for C.H.A. or H.U.D. purposes, including, but not limited to, commercial exploitation: (a) the copyright or patent in any work developed or discovered in the performance of the Services under this Agreement, and (b) any right of copyright or patent to which the CDoA purchases ownership with funds awarded pursuant to this Agreement for the purpose of meeting the objectives of this Agreement.

Section 2.08 Force Majeure.

In the event of war, flood, riot, epidemic, act of governmental authority in its sovereign capacity or act of God during the term of this Agreement, neither the C.H.A. nor the CDoA shall be liable to the other party for any nonperformance under this Agreement resulting from such event.

Article 3.

Term Of Agreement.

This Agreement shall take effect as of January 1, 2001 and shall continue through December 31, 2001.

Article 4.

Compensation.

Section 4.01 Amount Of Compensation.

The C.H.A. shall pay to the CDoA for the performance of this Agreement, a sum not-to-exceed One Million Forty-four Thousand Four Hundred Forty-two Dollars (\$1,044,442). The CDoA agrees not to perform, and waives any and all claims of payment for work which would result in billings beyond the Agreement price unless the parties have executed a written amendment to this Agreement authorizing said additional work and the payment therefore. The CDoA recognizes and acknowledges that it has an affirmative duty to monitor its performance and billings to insure that the scope of work is completed within this not-to-exceed amount.

Section 4.02 Payment.

The C.H.A. shall provide CDoA with a standard billing format. Pursuant to that billing format, the CDoA shall submit sufficiently detailed invoices that include payroll costs and expenditures for provision of the services in the Program in accordance with the Budget attached as Exhibit II hereto and incorporated by reference as if fully set forth herein and as required by this Agreement to the C.H.A. on a quarterly basis. The invoices C.H.A. will make its best efforts to make payment for services rendered under this contract within thirty (30) days upon submission

of the invoices by the CDoA. The C.H.A. shall direct all questions regarding billing to CDoA's Director of Finance. Disputes over billing that cannot be resolved shall be treated under Article 5 hereof.

Section 4.03 Non-Appropriation.

Funding for this Agreement is subject to 1) availability of Federal funds from H.U.D.; and 2) the approval of funding by C.H.A.'s Board of Commissioners. Furthermore, in the event that no funds or insufficient funds are appropriated and budgeted in any fiscal period of the C.H.A. for payments to be made under this Agreement, then the C.H.A. may notify the CDoA of such occurrence and this Agreement shall terminate on the earlier of the last day of the fiscal period for which sufficient appropriation was made or when the funds appropriated for payment under this Agreement are exhausted. No payments shall be made or due to CDoA under this Agreement beyond those amounts appropriated and budgeted by the C.H.A. to fund payments hereunder.

Article 5.

Disputes.

A dispute between the C.H.A. and the CDoA involving this Agreement that has not been resolved, shall be referred to the Commissioner of the CDoA ("Commissioner") and the C.H.A.'s Chief Executive Officer ("C.E.O."). Either party may give written notice of the dispute to both the Commissioner and the C.E.O., who shall meet within thirty (30) days of notification to resolve the dispute. In the event the Commissioner and the C.E.O. fail to resolve the dispute, each party may pursue its remedies at law and shall endeavor to do so within one (1) year of the date notification of the dispute is given.

Article 6.

Risk Management.

Section 6.01 Insurance To Be Provided By CDoA.

The CDoA shall procure, pay for and maintain at all times during the term of this Agreement the types of insurance specified below.

A. Workers' Compensation And Employer's Liability.

Workers' Compensation and Occupational Disease Insurance in accordance with the laws of the State of Illinois covering all employees who are to provide a service under this Agreement and Employer's Liability Coverage with limits of not less than One Hundred Thousand Dollars (\$100,000) for each accident or illness.

B. Commercial General Liability (Primary And Umbrella).

Commercial Liability Insurance or equivalent with limits of not less than Five Hundred Thousand Dollars (\$500,000) per occurrence for bodily injury, personal injury and property damage liability.

C. Automobile Liability.

When any motor vehicles (owned, non-owned and hired) are used in connection with the Services to be performed, the CDoA shall provide Comprehensive Automobile Liability Insurance with limits of not less than Five Hundred Thousand Dollars (\$500,000) per occurrence for bodily injury and property damage.

D. Self-Insurance.

The C.H.A. acknowledges that CDoA is self-insured for the insurance requirements required by the C.H.A.

Section 6.02 Insurance Maintained By The C.H.A.

The C.H.A. shall procure, pay for and maintain at all times during the term of this Agreement the types of insurance specified below.

A. Workers' Compensation And Employer's Liability.

Workers' Compensation and Occupational Disease Insurance in accordance with the laws of the State of Illinois covering all employees who are to provide a service under this Agreement and Employer's Liability Coverage with limits of not less than One Hundred Thousand Dollars (\$100,000) for each accident or illness.

B. Commercial General Liability (Primary And Umbrella).

Commercial Liability Insurance or equivalent with limits of not less than Five Hundred Thousand Dollars (\$500,000) per occurrence for bodily injury, personal injury and property damage liability.

C. Self-Insurance.

The C.H.A. may self-insure for the insurance requirements.

Article 7.

Termination.

Section 7.01 Termination.

Either party may terminate this Agreement, or all or any portion of the Services to be performed under it, at any time by giving one hundred eighty (180) days notice in writing to the other party.

Article 8.

Special Conditions.

Section 8.01 Warranties And Representations.

In connection with the execution of this Agreement, the CDoA warrants and represents that the CDoA and, to the best of its knowledge, its subcontractors, are not in violation of 18 U.S.C. § 666(a)(1) and the Illinois Criminal Code, 720 ILCS 5/33E-1, et seq. (1989), as amended; the CDoA certifies that it has read the provisions of 18 U.S.C. § 666(a)(2) and the Illinois Criminal Code, 720 ILCS 5/33E-1, et seq. and warrants that it and its officers and employees will comply with the provisions set forth therein. The CDoA further warrants that it has read the C.H.A.'s Ethics Policy adopted June 21, 1995 (attached) and hereby agrees to comply with its provisions.

Section 8.02 Conflict Of Interest.

A. No member of the governing body of the C.H.A. or other units of government and no other officer, employee or agent of the C.H.A. or other unit of government who exercises any functions or responsibilities in connection with the Services to which this Agreement pertains, shall have any personal interest, direct or indirect, in this Agreement. No member of or delegate to the Congress of the United States or the Illinois General Assembly and/or C.H.A. employee shall be entitled to any share or part of this Agreement or to any financial benefit arising from it.

CDoA covenants that it and its employees and subcontractors, presently have no interest and shall acquire no interest, direct or indirect, in this Agreement which would conflict in any manner or degree with the performance of the Services hereunder. The CDoA further covenants that in the performance of this Agreement no person having any such interest shall be employed.

Additionally, pursuant to the conflict of interest requirements in OMB Circular A-102 and 24 CFR § 85.36(b)(3), no person who is an employee, agent, consultant, officer or appointed official of the C.H.A. and who exercises or has exercised any functions or responsibilities with respect to H.U.D. assisted activities, or who is in a position to participate in a decision making process or gain inside information with regard to such H.U.D. activities, may obtain a financial interest or benefit from the activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for himself or herself or for those whom he or she has family or business ties, during his or her tenure or for one (1) year thereafter.

B. Furthermore, the CDoA represents that it is and will remain in compliance with federal restrictions on lobbying set forth in Section 319 of the Department of the Interior and Related agencies Appropriations Act for Fiscal year 1990, 31 U.S.C. Subsection 1352, and related rules and regulations set forth at 54 Fed. Reg. 52,309 ff. (1989), as amended.

Section 8.03 Non-Liability Of Public Officials.

No official, employee or agent of the either party shall be charged personally by the other party, or by any assignee or subcontractor of the other party, with any liability or expenses of defense or be held personally liable to either party under any term or provision of this Agreement, because of either party's execution or attempted execution, or because of any breach hereof.

Section 8.04 Independent Contractor.

The CDoA shall perform under this Agreement as an independent contractor to the C.H.A. and not as a representative, employee, agent, joint venturer or partner of the C.H.A.

Section 8.05 Section 3. H.U.D. Act Of 1968.

The work to be performed under this Agreement is on a project assisted under a program providing direct federal financial assistance from H.U.D. and is subject to the requirements of Section 3 of the H.U.D. Act of 1968, as amended, 12 U.S.C. 1701u. The CDoA agrees that it will comply with the provisions of Section 3 and the regulations issued pursuant thereto by the Secretary of H.U.D. set forth in 24 CFR part 135, and all applicable rules and orders of H.U.D. issued thereunder. The CDoA certifies and agrees that it is under no contractual or other disability, which would prevent it from complying with these requirements.

Article 9.

General Conditions.

Section 9.01 Entire Agreement.

This Agreement, comprised of this Agreement and the (sub)exhibits attached hereto and incorporated herein, 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 and therein.

Section 9.02 Counterparts.

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

Section 9.03 Amendments.

No changes, amendments, modification or discharge of this Agreement, or any part thereof, shall be valid unless in writing and signed by the authorized agent of

the CDoA and by the Executive Director of the C.H.A. or his respective designees. The C.H.A. shall incur no liability for additional Services without a written amendment to this Agreement pursuant to this section.

Section 9.04 Compliance With All Laws/Governmental Orders.

A. The CDoA 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 including, but not limited to, the Uniform Administrative Requirements contained in 24 C.F.R. Section 85.1, et seq., (1993), as amended; Title VI of the Civil Rights Act of 1967 (42 U.S.C. 2000d, et seq.); Fair Housing Act (42 U.S.C. 3601-20, et seq.); Executive Order 11063, as amended by Executive Order 12259; Age Discrimination Act of 1975 (42 U.S.C. 6101, et seq.); Rehabilitation Act of 1973 (29 U.S.C. 794); Davis-Bacon Act, as amended (40 U.S.C. 276a -- 276a-5); Contract Work Hours and Safety Standards Act (40 U.S.C. 327, et seq.); National Environmental Policy Act of 1969 (24 CFR Part 58); Clean Air Act (42 U.S.C. 7401/, et seq.) Federal Water Pollution Control Act (33 U.S.C. 1_251, et seq., as amended; Flood Disaster Protection Act of 1973 (42 U.S.C. 4106); Uniform Relocation Assistance and Real Property Development Acquisition Policies Act of 1970 (42 U.S.C. 4601); Executive Order 11246, as amended by Executive Orders 12086 and 11375; Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4831(b)); Executive Order 12372; Copeland "Anti-Kickback" Act (18 U.S.C. § 874 and 40 U.S.C. § 276); Byrd "Anti-Lobbying" Amendment (31 U.S.C. § 1352); Drug Free Workplace Act of 1968 (41 U.S.C. 701, et seq.); and Debarment and Suspension (Executive Orders 12549 and 12689) Additionally, the CDoA shall comply with the applicable provisions of OMB Circulars A-133, A-102, A-122, A-110 and A-87, as amended, succeeded or revised. Provision(s) 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.

B. The CDoA shall take such actions as may be necessary to comply promptly with any and all governmental orders imposed by any duly constituted government authority whether imposed by federal, state, county or municipal authority.

Section 9.05 Governing Law.

This Agreement shall be governed as to performance and interpretation in accordance with the laws of the State of Illinois. Each party hereby irrevocably submits itself to the original jurisdiction of those courts located within the County of Cook, State of Illinois, with regard to any controversy arising out of, relating to,

or in any way concerning the execution or performance of this Agreement. Each party agrees that service of process on each party may be made, at the option of the other party, either by registered or certified mail addressed to the applicable office as provided for in this Agreement, by registered or certified mail addressed to the office actually maintained by each party. If any action is brought by either party concerning this Agreement, the action shall only be brought in those courts located within the County of Cook, State of Illinois.

Section 9.06 Severability.

If any provisions of this Agreement shall be held or deemed to be or shall in fact be inoperative or unenforceable as applied in any particular case in any jurisdiction or in all cases because it conflicts with any other provision or provisions 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 the provision in question inoperative or unenforceable in any other case or circumstances, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever. The invalidity of any one (1) or more phrases, sentences, clauses or sections contained in this Agreement shall not affect the remaining portions of this Agreement or any part thereof.

Section 9.07 Interpretation.

Any headings of this Agreement are for convenience of reference only and do not define or limit the provisions thereof. Words of any gender shall be deemed and construed to include correlative words of the other gender. Words importing the singular number shall include the plural number and vice versa, unless the context shall otherwise indicate. All references to any (sub)exhibit or document shall be deemed to include all supplements and/or amendments to any such exhibits or documents entered into in accordance with the terms and conditions hereof and thereof. All references to any person or entity shall be deemed to include any person or entity succeeding to the rights, duties, and obligations of such persons or entities in accordance with the terms and conditions of this Agreement.

Section 9.08 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.

Section 9.09 Cooperation.

The CDoA agrees at all times to cooperate fully with the C.H.A. and to act in the C.H.A.'s best interests. If this Agreement is terminated for any reason, or if it is to expire on its own terms, the CDoA shall make every effort to assure an orderly transition to another contractor, 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 the reasonable requests and requirements of the C.H.A. in connection with the termination or expiration of this Agreement.

Section 9.10 Waiver.

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

Article 10.

Communication And Notices.

Section 10.01 Communication Between The Parties.

All verbal and written communication including required reports and submissions between the CDoA and C.H.A. shall be through the Department on Aging and C.H.A.'s Department of Programs. No verbal communication between the parties shall change any of the terms and conditions of this Agreement. Nothing stated herein shall be construed as a waiver or modification of the requirements for notice or service of process of litigation, as set forth in the Illinois Code of Civil Procedure, the Federal Rules of Civil Procedure, the local rules of the Circuit Court of Cook County, and the local rules governing United States District Court for the Northern District of Illinois.

Section 10.02 Notices.

Any notices sent to the CDoA shall be mailed by ordinary mail, postage prepaid to:

Anna L. Willis,
Commissioner
Department on Aging
30 North LaSalle Street, Suite 2320
Chicago, Illinois 60602-2586

with a copy to:

Finance and Economic Development
Division
Department of Law
City of Chicago
121 North LaSalle Street, Suite 600
Chicago, Illinois 60602

Notices sent to the C.H.A. shall be mailed by certified mail, postage prepaid to:

Terry Peterson
Chief Executive Officer
Chicago Housing Authority
626 West Jackson Boulevard
Chicago, Illinois 60661

with a copy to:

General Counsel
Office of the General Counsel
Chicago Housing Authority
200 West Adams, Suite 2100
Chicago, Illinois 60606

Article 11.

Authority.

Section 11.01 C.H.A. Authority.

Execution of this Agreement is authorized by resolution of the C.H.A.'s Board of Commissioners dated January 16, 2001 and December 18, 2001 approving this Agreement and pursuant to the United States Housing Act of 1937, 42 U.S.C. § 1437, et seq. regulations promulgated by H.U.D., and the State Housing

Authorities Act, 310 ILCS 10/1, et seq., as amended, and other applicable laws, regulations and ordinances.

Section 11.02 CDoA's Authority.

Execution of this Agreement by the CDoA is authorized by an ordinance enacted by the City Council of the City of Chicago on _____, 2002.

In Witness Whereof, The C.H.A. and the CDoA have executed this Agreement as of the date first written above.

City of Chicago, Department of Aging

Chicago Housing Authority

Anna L. Willis,
Commissioner

Terry Peterson,
Chief Executive Officer

Approved by:

Office of the General Counsel,
Chicago Housing Authority

[Chicago Housing Authority's Ethics Policy referred to in this
Intergovernmental Agreement with Twenty-Three Chicago
Housing Authority Senior Developments
unavailable at time of printing.]

(Sub)Exhibits I and II referred to in this Intergovernmental Agreement with Twenty-Three Chicago Housing Authority Senior Developments read as follows:

(Sub)Exhibit I.
(To Intergovernmental Agreement With Twenty-Three
Chicago Housing Authority Senior Developments)

Senior Developments.

1. 2717 North Leavitt Street
2. 4945 North Sheridan Road
3. 4965 North Sheridan Road
4. 2111 North Halsted Street
5. 1845 North Larrabee Street
6. 5040 North Kenmore Avenue
7. 3916 West Washington Boulevard
8. 5670 West Lake Street
9. 3700 West Congress Parkway
10. 150 South Campbell Place
11. 344 West 28th Place
12. 1414 North Damen Avenue
13. 2020 East Schiller Street
14. 848 North Noble Street
15. 847 North Greenview Avenue
16. 1447 South Ashland Avenue
17. 1633 West Madison Street
18. 1611 South Racine Avenue
19. 4227 South Oakenwald Avenue

20. 4930 South Langely Avenue
21. 4949 South Cottage Grove Avenue
22. 740 East 43rd Street
23. 4218 Cottage Grove Avenue

(Sub)Exhibit II.

(To Intergovernmental Agreement With Twenty-Three
Chicago Housing Authority Senior Developments)

Low Rent Budget 2001.

Personnel:

Salaries and Wages	\$ 758,075
Fringe Benefits	272,907
Total Personnel:	\$1,030,982

Non-Personnel:

Office Supplies	\$ 10,436
Pagers	500
Training	1,058
Local Transportation	A1,426
Total Non-Personnel:	\$ 13,460

TOTAL LOW RENT BUDGET:	\$1,044,442

Exhibit "C".
(To Ordinance

Intergovernmental Agreement With Chicago Housing Authority

Service Connector Program
For
Senior Citizens Residing In Forty-Two Chicago
Housing Authority Senior Developments.

This intergovernmental agreement for professional services (the "Agreement") is made as of this first (1st) day of January, 2002 by and between the Chicago Housing Authority (hereinafter referred to as the "C.H.A."), a municipal corporation of the State of Illinois and the City of Chicago acting through its Department on Aging (hereinafter referred to as the "CDoA").

Recitals.

Whereas, The C.H.A. is engaged in the development and operation of safe, decent and sanitary housing throughout the City of Chicago for low-income families in accordance with the United States Housing Act of 1937, 42 U.S.C. § 1437, et seq.; regulations promulgated by the United States Department of Housing and Urban Development ("H.U.D."), and the State Housing Authorities Act, 310 ILCS 10/1, et seq., as amended, and other applicable laws, regulations and ordinances; and

Whereas, The C.H.A. is the recipient of Public Housing Elderly and Disabled Service Coordinator grant awards issued by the U. S. Department of Housing and Urban Development (H.U.D.) under grant 1L06RSV002P0012 and the Resident Opportunities and Self Sufficiency ("ROSS") Program for the period of July 14, 2001 through July 14, 2002, and under grant 1L01RSV00P0028 and has entered into Grant Agreements with H.U.D. copies of which are attached hereto as (Sub)Exhibit I ("H.U.D. Grant Agreements"); and

Whereas, The H.U.D. ROSS Grants cover a portion of the funding applicable to this Agreement requiring compliance with the terms of the H.U.D. ROSS Grants; and

Whereas, The CDoA provides a set of coordinated supportive social services (hereinafter referred to as "Services") for senior citizens residing in the City of Chicago, and is able to provide the Services as outlined in this Agreement at the price, terms and conditions specified herein; and

Whereas, The C.H.A. desires the CDoA to provide these Services for senior citizens residing in 42 C.H.A. senior developments (the "Senior Developments") as set forth in (Sub)Exhibit II attached hereto and made a part hereof, and the CDoA is ready, willing and able to provide the Services in these Senior Developments as more specifically provided herein; and

Whereas, The C.H.A. and the CDoA have authority to enter into intergovernmental agreements such as this Agreement pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1, et seq., and the Housing Cooperation Law, 310 ILCS 15/1, et seq.; and

Whereas, The C.H.A. and the CDoA desire to enter into this Agreement to permit the CDoA to provide the Services for the senior citizens residing in the Senior Developments.

Now, Therefore, In consideration of the mutual promises and the terms and conditions set forth herein, the C.H.A. and the CDoA do hereby 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.

CDoA's Duties And Responsibilities.

Section 2.01 Services To Be Performed.

A. Scope Of Services.

The Services which the CDoA shall provide under this Agreement are all Services described in this Article 2 (collectively, the "Services"). The CDoA shall provide the Services in accordance with the standards of performance set forth in Section 2.02. Such Services include, but are not limited to, the following:

1. Provide a sufficient number of site coordinators and service aids for the purpose of providing resident service coordination in the Senior Developments.
2. Meet on a regular basis with C.H.A. staff and Senior Development building presidents to ensure full participation in the Services by all concerned parties.
3. Offer each resident of the Senior Developments the opportunity to participate in an assessment of his or her needs and develop a confidential file of each resident's individual service plans.
4. Provide each resident, who is age sixty (60) and older, with a benefits eligibility checklist application.
5. Provide information assistance, and referrals for outside services regarding availability of case management, chores, and home delivered meals, as well as other services that are available to seniors, age sixty (60) and over in Chicago.
6. Plan, in cooperation with each Senior Development building president and building manager, recreational activities for all residents.
7. Provide the C.H.A. with written reports of the Services as it relates to the C.H.A. on a monthly basis. Said report will analyze the nature and the extent of the Services provided, as well as the effectiveness of the Services provided.
8. Work with local community organizations, private businesses, and not-for-profit agencies to coordinate and plan programs, which benefit the residents of the Senior Developments.
9. Maintain records of all money paid for staff or residents travel and expenses, which will be provided to C.H.A. upon request.
10. Encourage the hiring of C.H.A. residents by the CDoA in its Resident Service Coordination Program.
11. Improve the residents' quality of life by ensuring access to necessary services to which they are entitled, along with providing recreational and cultural activities within the Senior Development buildings to decrease isolation.

B. Scope Of C.H.A. Services.

The C.H.A. agrees to provide office space, a desk, two (2) chairs and a telephone with local phone service at each designated Senior Development site covered under this Agreement. The C.H.A. shall be responsible for installing and maintaining a lock on each office space, and providing janitorial services to each office space. The CDoA shall provide, maintain and secure each office and all office equipment and any files maintained within the office.

C. Deliverables.

The CDoA shall prepare certain deliverables as required by this Agreement or by the H.U.D. Grant Agreement, which consist of work product from performing the Services that include, but are not limited to, documents, data, studies, reports, findings or information in any form prepared or assembled either in hard copy or on diskette (collectively, "Deliverables"). The C.H.A. reserves the right to reject any and all Deliverables, which in the sole judgment of the C.H.A. do not meet the intended level of completion or standard of performance specified in this Agreement.

Section 2.02 Performance Standards.

The CDoA shall perform all Services required of it under this Agreement with that degree of skill, care and diligence normally shown by an entity performing services of a scope, purpose and magnitude comparable with the nature of the Services to be provided under this Agreement. The CDoA shall at all times use its best efforts to assure quality, timeliness, efficiency and creativity in rendering and completing the Services. The CDoA agrees that performing the Services in a satisfactory manner includes quickly responding to C.H.A.'s needs when those needs are clearly conveyed to the CDoA.

The C.H.A. shall direct all questions regarding program operations to CDoA's director of resident service coordinators. Disputes over program operations that cannot be resolved shall be treated under Article 5 hereof.

Section 2.03 Ownership Of Documents; Records And Reports.

- A. All Deliverables or information in any form prepared or assembled by, or provided to, the CDoA under this Agreement are the property of the C.H.A.. During the performance of its Services, the CDoA shall be responsible for any loss or damage to such Deliverables while in the CDoA's possession and shall restore any lost or damaged Deliverables and information at the CDoA's sole cost and expense.

- B. The CDoA shall maintain all books, records, documents, and adopt a system of accounting in accordance with generally accepted accounting principles and practices, to properly reflect all costs of whatever nature claimed to have been incurred or anticipated to be incurred or in connection with the CDoA's performance under this Agreement. In addition, the CDoA shall keep such books, records and documents in a safe place and make them available for audit, examination, excerpt, and transcription to be conducted by the C.H.A., H.U.D., the Comptroller General of the United States or their duly authorized representatives, and allow inspection, copying and abstracting for at least three (3) years after the final payment is made in connection with this Agreement and all other pending matters are closed or as otherwise may be required under applicable law.

Section 2.04 Audit Requirement.

The C.H.A. retains an irrevocable right to independently or, through a third party, audit the CDoA's books and records pertaining to this Agreement and disallow any inappropriate billings upon written notice to the CDoA

Section 2.05 Confidentiality.

The CDoA agrees that all Deliverables, reports and documents prepared or assembled by the CDoA pursuant to this Agreement are to remain confidential. Further, the CDoA agrees that the reports and documents shall not be made available to any individual or organization, other than to courts of competent jurisdiction or administrative agencies pursuant to a subpoena or an agency of the Federal or State Government, or as may be required in response to a request under the Freedom of Information Act ("FoIA") without the prior written approval of the C.H.A.. CDoA shall notify the C.H.A. of any such request or subpoena for information immediately, but in any event prior to the required disclosure date.

Section 2.06 Subcontracts And Assignments.

The CDoA shall not assign or subcontract this Agreement, or any portion thereof, without the express written approval of the C.H.A.. The absence of such express written approval shall void the attempted assignment, delegation or transfer and shall be of no effect as to the Services or this Agreement.

The CDoA shall not transfer or assign any funds or claims due or which may become due under this Agreement without the prior written approval of the C.H.A.. The attempted transfer or assignment of any funds, either in whole or in part, or any interest therein, which shall be due or to become due to the CDoA without such prior written approval shall have no effect. The C.H.A. expressly reserves the

right to assign or otherwise transfer all or any part of its rights or interests hereunder.

Section 2.07 Patents And Copyrights.

To the extent applicable, the C.H.A. reserves an exclusive, perpetual and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for C.H.A. or H.U.D. purposes, including, but not limited to, commercial exploitation: (a) the copyright or patent in any work developed or discovered in the performance of the Services under this Agreement, and (b) any right of copyright or patent to which the CDoA purchases ownership with funds awarded pursuant to this Agreement for the purpose of meeting the objectives of this Agreement.

Section 2.08 Force Majeure.

In the event of war, flood, riot, epidemic, act of governmental authority in its sovereign capacity or act of God during the term of this Agreement, neither the C.H.A. nor the CDoA shall be liable to the other party for any nonperformance under this Agreement resulting from such event.

Article 3.

Term Of Agreement.

This Agreement shall take effect as of January 1, 2002 and shall continue through December 31, 2002.

Article 4.

Compensation.

Section 4.01 Amount Of Compensation.

The C.H.A. shall pay to the CDoA for the performance of this Agreement, a sum not-to-exceed Two Million Five Hundred Thirty-two Thousand Four Hundred Sixteen and no/100 Dollars (\$2,532,416.00). The CDoA agrees not to perform, and waives any and all claims of payment for work which would result in billings

beyond the Agreement price unless the parties have executed a written amendment to this Agreement authorizing said additional work and the payment therefore. The CDoA recognizes and acknowledges that it has an affirmative duty to monitor its performance and billings to insure that the scope of work is completed within this not-to-exceed amount.

Section 4.02 Payment.

The C.H.A. shall provide CDoA with a standard billing format. Pursuant to the standard billing format, CDoA shall submit sufficiently detailed invoices that include payroll costs and expenditures for provision of the services in the Program in accordance with the Budget attached as (Sub)Exhibit III hereto and incorporated by this reference as if fully set forth herein and as required by this Agreement to the C.H.A. on a quarterly basis. The C.H.A. will make its best efforts to make payment for services rendered under this contract within thirty (30) days upon submission of the invoices by the CDoA. The C.H.A. shall direct all inquiries regarding billing to CDoA's Director of Finance. Disputes over billings that cannot be resolved shall be treated under Article 5 hereof.

Section 4.03 Nonappropriation.

Funding for this Agreement is subject to 1) availability of federal funds from H.U.D., 2) the approval of funding by C.H.A.'s Board of Commissioners. In the event that no funds or insufficient funds are appropriated and budgeted in any fiscal period of the C.H.A. for payments to be made under this Agreement, then the C.H.A. may notify the CDoA of such occurrence and this Agreement shall terminate on the earlier of the last day of the fiscal period for which sufficient appropriation was made or when the funds appropriated for payment under this Agreement are exhausted. No payments shall be made or due to CDoA under this Agreement beyond those amounts appropriated and budgeted by the C.H.A. to fund payments hereunder.

Article 5.

Disputes.

A dispute between the C.H.A. and the CDoA involving this Agreement that has not been resolved, shall be referred to the Commissioner of the CDoA ("Commissioner") and the C.H.A.'s chief executive officer ("C.E.O."). Either party may give written notice of the dispute to both the Commissioner and the C.E.O.,

who shall meet within thirty (30) days of notification to resolve the dispute. In the event the Commissioner and the C.E.O. fail to resolve the dispute, each party may pursue its remedies at law, and shall endeavor to do so within one (1) year of the date notification of the dispute is given.

Article 6.

Risk Management.

Section 6.01 Insurance To Be Provided By CDoA.

The CDoA shall procure, pay for and maintain at all times during the term of this Agreement the types of insurance specified below.

1. Workers' Compensation And Employer's Liability.

Workers' Compensation and Occupational Disease Insurance in accordance with the laws of the State of Illinois covering all employees who are to provide a service under this Agreement and Employer's Liability Coverage with limits of not less than One Hundred Thousand Dollars (\$100,000) for each accident or illness.

2. Commercial General Liability (Primary And Umbrella).

Commercial Liability Insurance or equivalent with limits of not less than Five Hundred Thousand Dollars (\$500,000) per occurrence for bodily injury, personal injury and property damage liability.

3. Automobile Liability.

When any motor vehicles (owned, non-owned and hired) are used in connection with the Services to be performed, the CDoA shall provide Comprehensive Automobile Liability Insurance with limits of not less than Five Hundred Thousand Dollars (\$500,000) per occurrence for bodily injury and property damage.

4. Self-Insurance.

The C.H.A. acknowledges that CDoA is self-insured for the insurance requirements required by the C.H.A.

Section 6.02 Insurance Maintained By The C.H.A.

The C.H.A. shall procure, pay for and maintain at all times during the term of this Agreement the types of insurance specified below.

1. Workers' Compensation And Employer's Liability.

Workers' Compensation and Occupational Disease Insurance in accordance with the laws of the State of Illinois covering all employees who are to provide a service under this Agreement and Employer's Liability Coverage with limits of not less than One Hundred Thousand Dollars (\$100,000) for each accident or illness.

2. Commercial General Liability (Primary And Umbrella).

Commercial Liability Insurance or equivalent with limits of not less than Five Hundred Thousand Dollars (\$500,000) per occurrence for bodily injury, personal injury and property damage liability.

3. Self-Insurance.

The C.H.A. may self-insure for the insurance requirements.

Article 7.

Termination.

Either party may terminate this Agreement, or any portion of the Services to be performed under it, at any time by giving one hundred eighty (180) days notice in writing to the other party.

*Article 8.**Special Conditions.***Section 8.01 Warranties And Representations.**

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

- A. That the CDoA and, to the best of its knowledge, its subcontractors, are not in violation of 18 U.S.C. §666(a)(1) and the Illinois Criminal Code, 720 ILCS 5/33E-1, et seq. (1989), as amended; the CDoA certifies that it has read the provisions of 18 U.S.C. §666(a)(2) and the Illinois Criminal Code, 720 ILCS 5/33E-1, et seq. and warrants that it and its officers and employees will comply with the provisions set forth therein. The CDoA further warrants that it has read the C.H.A.'s Ethics Policy adopted June 21, 1995 (attached) and hereby agrees to comply with its provisions; and
- B. That the CDoA shall obtain prior written approval from C.H.A. to use the H.U.D. grant funds in any way other than as specified in this Agreement.

Section 8.02 Conflict Of Interest.

- A. No member of the governing body of the C.H.A. or other units of government and no other officer, employee or agent of the C.H.A. or other unit of government who exercises any functions or responsibilities in connection with the Services to which this Agreement pertains, shall have any personal interest, direct or indirect, in this Agreement. No member of or delegate to the Congress of the United States or the Illinois General Assembly and/or C.H.A. employee shall be entitled to any share or part of this Agreement or to any financial benefit arising from it.

The CDoA covenants that it and its employees, and its subcontractors presently have no interest and shall acquire no interest, direct or indirect, in this Agreement which would conflict in any manner or degree with the performance of the Services hereunder. The CDoA further covenants that in the performance of this Agreement no person having any such interest shall be employed.

Additionally, pursuant to the conflict of interest requirements in OMB Circular A-102 and 24 CFR §85.36(b)(3), no person who is an employee, agent, consultant, officer or appointed official of the C.H.A. and

who exercises or has exercised any functions or responsibilities with respect to H.U.D. assisted activities, or who is in a position to participate in a decision making process or gain inside information with regard to such H.U.D. activities, may obtain a financial interest or benefit from the activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for himself or herself or for those whom he or she has family or business ties, during his or her tenure or for one (1) year thereafter.

- B. Furthermore, the CDoA represents that it is and will remain in compliance with federal restrictions on lobbying set forth in Section 319 of the Department of the Interior and Related Agencies Appropriations Act for Fiscal Year 1990, 31 U.S.C. subsection 1352 and related rules and regulations set forth at 54 Fed. Reg. 52,309 ff. (1989), as amended.

Section 8.03 Non-Liability Of Public Officials.

No official, employee or agent of the either party shall be charged personally by the other party, or by any assignee or subcontractor of either party, with any liability or expenses of defense or be held personally liable to either party under any term or provision of this Agreement, because of either party's execution or attempted execution, or because of any breach hereof.

Section 8.04 Independent Contractor.

The CDoA shall perform under this Agreement as an independent contractor to the C.H.A. and not as a representative, employee, agent, joint venturer or partner of the C.H.A.

Section 8.05 Section 3 H.U.D. Act Of 1968.

The work to be performed under this Agreement is on a project assisted under a program providing direct federal financial assistance from H.U.D. and is subject to the requirements of Section 3 of the H.U.D. Act of 1968, as amended, 12 U.S.C. 1701u. The CDoA agrees that it will comply with the provisions of Section 3 and the regulations issued pursuant thereto by the Secretary of H.U.D. set forth in 24 C.F.R. part 135, and all applicable rules and orders of H.U.D. issued thereunder. The CDoA certifies and agrees that it is under no contractual or other disability, which would prevent it from complying with these requirements.

Section 8.06 Subgrant Agreement.

CDoA acknowledges that this is a subgrant agreement. CDoA has reviewed the grant application and H.U.D. Grant Agreement and agrees to perform this Agreement in accordance with the terms and conditions of the C.H.A.'s H.U.D. Grant Agreement as set forth in (Sub)Exhibit I as it pertains to subgrantees and/or subcontractors.

Article 9.

General Conditions.

Section 9.01 Entire Agreement.

This Agreement, comprised of this Agreement and the (sub)exhibits attached hereto and incorporated herein, 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 and therein.

Section 9.02 Counterparts.

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

Section 9.03 Amendments.

No changes, amendments, modification or discharge of this Agreement, or any part thereof, shall be valid unless in writing and signed by the authorized agent of the CDoA and by the Chief Executive Officer of the C.H.A. or his respective designees. The C.H.A. shall incur no liability for additional Services without a written amendment to this Agreement pursuant to this section.

Section 9.04 Compliance With All Laws/Governmental Orders.

- A. The CDoA 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 including, but not limited to, the Uniform Administrative Requirements contained in 24 C.F.R. Section 85.1, et seq., (1993), as amended; Title VI of the Civil Rights Act of 1967 (42 U.S.C. 2000d, et seq.); Fair Housing Act (42 U.S.C. 3601-20, et seq.); Executive Order 11063, as amended by Executive Order 12259; Age Discrimination Act of 1975 (42 U.S.C. 6101, et seq.); Rehabilitation Act of 1973 (29 U.S.C. 794); Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5); Contract Work Hours and Safety Standards Act (40 U.S.C. 327, et seq.); National Environmental Policy Act of 1969 (24 C.F.R. Part 58); Clean Air Act (42 U.S.C. 7401, et seq.) Federal Water Pollution Control Act (33 U.S.C. 1251, et seq.), as amended; Flood Disaster Protection Act of 1973 (42 U.S.C. 4106); Uniform Relocation Assistance and Real Property Development Acquisition Policies Act of 1970 (42 U.S.C. 4601); Executive Order 11246, as amended by Executive Orders 12086 and 11375; Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4831(b)); Executive Order 12372; Copeland "Anti-Kickback" Act (18 U.S.C. §874 and 40 U.S.C. §276); Byrd "Anti-Lobbying" Amendment (31 U.S.C. §1352); Drug Free Workplace Act of 1968 (41 U.S.C. 701, et seq.); and Debarment and Suspension (Executive Orders 12549 and 12689) Additionally, the CDoA shall comply with the applicable provisions of OMB Circulars A-133, A-102, A-122, A-110 and A-87, as amended, succeeded or revised. Provision(s) 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.

- B. The CDoA shall take such actions as may be necessary to comply promptly with any and all governmental orders imposed by any duly constituted government authority whether imposed by federal, state, county or municipal authority.

Section 9.05 Governing Law.

This Agreement shall be governed as to performance and interpretation in accordance with the laws of the State of Illinois. Each party hereby irrevocably submits itself to the original jurisdiction of those courts located within the County of Cook, State of Illinois, with regard to any controversy arising out of, relating to, or in any way concerning the execution or performance of this Agreement. Each party agrees that service of process on each party may be made, at the option of the other party, either by registered or certified mail addressed to the applicable office as provided for in this Agreement, by registered or certified mail addressed to the office actually maintained by each party. If any action is brought by either party concerning this Agreement, the action shall only be brought in those courts

located within the County of Cook, State of Illinois.

Section 9.06 Severability.

If any provisions of this Agreement shall be held or deemed to be or shall in fact be inoperative or unenforceable as applied in any particular case in any jurisdiction or in all cases because it conflicts with any other provision or provisions 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 the provision in question inoperative or unenforceable in any other case or circumstances, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever. The invalidity of any one (1) or more phrases, sentences, clauses or sections contained in this Agreement shall not affect the remaining portions of this Agreement or any part thereof.

Section 9.07 Interpretation.

Any headings of this Agreement are for convenience of reference only and do not define or limit the provisions thereof. Words of any gender shall be deemed and construed to include correlative words of the other gender. Words importing the singular number shall include the plural number and vice versa, unless the context shall otherwise indicate. All references to any(sub) exhibit or document shall be deemed to include all supplements and/or amendments to any such (sub)exhibits or documents entered into in accordance with the terms and conditions hereof and thereof. All references to any person or entity shall be deemed to include any person or entity succeeding to the rights, duties and obligations of such persons or entities in accordance with the terms and conditions of this Agreement.

Section 9.08 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.

Section 9.09 Cooperation.

The CDoA agrees at all times to cooperate fully with the C.H.A. and to act in the C.H.A.'s best interests. If this Agreement is terminated for any reason, or if it is to expire on its own terms, the CDoA shall make every effort to assure an orderly transition to another contractor, 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 the reasonable requests and requirements of the C.H.A. in connection with the termination or expiration of this Agreement.

Section 9.10 Waiver.

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

Article 10.

Communication And Notices.

Section 10.01 Communication Between The Parties.

All verbal and written communication including required reports and submissions between the CDoA and C.H.A. shall be through the Department on Aging and C.H.A.'s Department of Programs. No verbal communication between the parties shall change any of the terms and conditions of this Agreement. Nothing stated herein shall be construed as a waiver or modification of the requirements for notice or service of process of litigation, as set forth in the Illinois Code of Civil Procedure, the Federal Rules of Civil Procedure, the local rules of the Circuit Court of Cook County, and the local rules governing United States District Court for the Northern District of Illinois.

Section 10.02 Notices.

Any notices sent to the CDoA shall be mailed by ordinary mail, postage prepaid to:

Anna L. Willis
Commissioner
Department on Aging
30 North LaSalle Street, Suite 2320
Chicago, Illinois 60602-2586

with a copy to:

Finance and Economic Development
Division
Department of Law
City of Chicago
121 North LaSalle Street, Suite 600
Chicago, Illinois 60602

Notices sent to the C.H.A. shall be mailed by certified mail, postage prepaid to:

Terry Peterson
Chief Executive Officer
Chicago Housing Authority
626 West Jackson Boulevard
Chicago, Illinois 60661

with a copy to:

General Counsel
Office of the General Counsel
Chicago Housing Authority
200 West Adams Street, Suite 2100
Chicago, Illinois 60606

Article 11.

Authority.

Section 11.01 C.H.A. Authority.

Execution of this Agreement is authorized by resolution of the C.H.A.'s Board of Commissioners dated December 18, 2001 approving this Agreement and pursuant to the United States Housing Act of 1937, 42 U.S.C. § 1437, et seq.; regulations promulgated by H.U.D., and the State Housing Authorities Act, 310 ILCS 10/1, et

seq., as amended, and other applicable laws, regulations and ordinances.

Section 11.02 CDoA's Authority.

Execution of this Agreement by the CDoA is authorized by an ordinance enacted by the City Council of the City of Chicago on _____, 2002.

In Witness Whereof, The C.H.A and the CDoA have executed this Agreement as of the date first written above.

City of Chicago, Department of Aging:

Chicago Housing Authority:

Anna L. Willis,
Commissioner

Terry Peterson,
Chief Executive Officer

Approved By:

Office of the General Counsel
Chicago Housing Authority

[(Sub)Exhibit I and Chicago Housing Authority's Ethics Policy
referred to in this Governmental Agreement
with Forty-two Chicago Housing Authority
Senior Developments unavailable at
time of printing.]

(Sub)Exhibits II and III referred to in this Intergovernmental Agreement with Forty-two Chicago Housing Authority Senior Developments read as follows:

(Sub)Exhibit II.
(To Intergovernmental Agreement With Forty-Two Chicago
Senior Developments Housing Authority)

Senior Developments.

1. 3920 North Clark Street
2. 3930 North Clark Street
3. 3940 North Clark Street
4. 2640 North Sheffield Avenue
5. 2720 North Sheffield Avenue
6. 1531 North Clybourn Avenue
7. 5821 North Broadway
8. 6400 North Sheridan Road
9. 3030 West 21st Place
10. 3216 South Wentworth Avenue
11. 3250 South Wentworth Avenue
12. 3120 South Wentworth Avenue
13. 3146 South Wentworth Avenue
14. 440 North Drake Avenue
15. 9177 South South Chicago Avenue
16. 9141 South South Chicago Avenue
17. 655 West 65th Street
18. 6360 South Minerva Avenue
19. 4030 South Lake Park Avenue

20. 2717 South Leavitt Street
21. 4945 North Sheridan Road
22. 4645 North Sheridan Road
23. 2111 North Halsted Street
24. 1845 North Larrabee Street
25. 5040 North Kenmore Avenue
26. 3916 West Washington Boulevard
27. 5670 West Lake Street
28. 3700 West Congress Parkway
29. 150 South Campbell Avenue
30. 344 West 28th Street
31. 1414 North Damen Avenue
32. 2020 West Schiller Street
33. 848 North Noble Street
34. 847 North Greenview Avenue
35. 1447 South Ashland Avenue
36. 1633 West Madison Street
37. 1611 South Racine Avenue
38. 4247 South Oakenwald Avenue
39. 4930 South Langley Avenue
40. 4949 South Cottage Grove Avenue
41. 740 East 43rd Street
42. 4218 South Cottage Grove Avenue

(Sub)Exhibit III.
(To Intergovernmental Agreement With Forty-Two Chicago
Senior Developments Housing Authority)

Fiscal Year 2002 Budget Request.

Fiscal Year: January 1, 2002 -- December 31, 2002
CDoA/C.H.A. Resident Service Coordinator Program.

Personnel:

Salaries and Wages	\$1,848,320
Fringe Benefits	665,395
Subtotal:	\$2,513,716

Non-Personnel:

Office Supplies	\$12,000
Pagers	1,200
Training	2,000
Local Transportation	3,500
Subtotal:	\$18,700

Total 2002 Request:	\$2,532,416

AUTHORIZATION FOR EXECUTION OF INTERGOVERNMENTAL
AGREEMENT WITH CHICAGO HOUSING AUTHORITY TO
PROVIDE VARIOUS SERVICES TO RESIDENTS OF
CHICAGO HOUSING AUTHORITY
FAMILY DEVELOPMENTS.

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, February 6, 2002.

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 the execution of an intergovernmental agreement between the City of Chicago and the Chicago Housing Authority necessary to provide various services to residents of Chicago Housing Authority Family Developments, 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) WILLIAM M. BEAVERS,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Hairston, Beavers, Stroger, Beale, Pope, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 48.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago (the "City") is a home rule municipality as described in Section 6(a), Article VII of the 1970 Constitution of the State of Illinois; and

WHEREAS, The Chicago Housing Authority, a municipal corporation ("C.H.A."), operates twenty-three (23) family development complexes that serve families ("Family Developments"), and now desires to retain the City to provide a set of lease compliance, service connector, case management and employment assistance services ("Services") to the residents of the Family Developments; and

WHEREAS, The City, through its Department of Human Services ("D.H.S."), employs personnel and also contracts with delegate agencies and subcontractors with the expertise to provide the Services, and now desires to be retained by the C.H.A.; and

WHEREAS, The C.H.A. proposes an intergovernmental agreement ("Agreement") pursuant to which the C.H.A. will engage the City to provide the Services to the families residing in the Family Developments, and the Board of Commissioners of the C.H.A. has authorized the C.H.A. to enter into the Agreement; now, therefore,

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

SECTION 1. The above recitals are incorporated by reference as if fully set forth herein.

SECTION 2. Subject to the approval of the Corporation Counsel as to form and legality, the Commissioner of D.H.S. ("Commissioner") or his or her delegate is hereby authorized to execute and deliver the Agreement with C.H.A. in substantially the form attached hereto as Exhibit A, with such changes therein as the Commissioner may approve, provided that such changes do not amend any essential terms of the Agreement (execution of the Agreement by the Commissioner or his or her delegate constituting conclusive evidence of such approval), and to enter into and execute all such other agreements and instruments and to perform any and all acts as shall be necessary or advisable in connection with the implementation of the Agreement.

SECTION 3. The Commissioner is hereby authorized to enter into and execute all such delegate agency agreements as shall be necessary or advisable in connection with the implementation of the Agreement.

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

SECTION 5. This ordinance shall be in full force and effect from and after the date of its passage and approval.

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

Exhibit A.
(To Ordinance)

Intergovernmental Agreement For Professional Services

Between

The City Of Chicago,
Acting Through Its Department of Human Services

And

The Chicago Housing Authority.
(Twenty-Three Family Developments)

This intergovernmental agreement for professional services (the "Agreement") is made as of this first (1st) day of January, 2002 by and between the Chicago Housing Authority (hereinafter referred to as the "C.H.A."), a municipal corporation of the State of Illinois and the City of Chicago, acting through its Department of Human Services (hereinafter referred to as "C.D.H.S.").

Recitals.

Whereas, The C.H.A. is engaged in the development and operation of safe, decent and sanitary housing throughout the City of Chicago for low-income families in accordance with the United States Housing Act of 1937, 42 USC § 1437, et seq.; regulations promulgated by the United States Department of Housing and Urban Development ("H.U.D."), and the State Housing Authorities Act, 310 ILCS 10/1, et seq., as amended, and other applicable laws, regulations and ordinances; and

Whereas, C.D.H.S. provides a set of coordinated supportive social services for residents of the City of Chicago and is able to provide such services as outlined in this Agreement at the price, terms and conditions specified herein; and

Whereas, The C.H.A. desires C.D.H.S. to provide these Services for its residents as set forth in Section 2.01 and C.D.H.S. states that it is ready, willing and able to provide the Services to C.H.A. residents as more specifically provided herein; and

Whereas, The C.H.A. and C.D.H.S. have authority to enter into this intergovernmental agreement pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1, et seq., and the Housing Cooperation Law, 310 ILCS 15/1, et seq.; and

Whereas, The C.H.A. and C.D.H.S. desire to enter into this Agreement to permit C.D.H.S. to provide the Services for C.H.A. residents as set forth in Section 2.01.

Now Therefore, In consideration of the mutual promises and the terms and conditions set forth herein, the C.H.A. and C.D.H.S. do hereby 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.

C.D.H.S.'s Duties And Responsibilities.

Section 2.01 Services To Be Performed.

A. Scope Of C.D.H.S.'s Services.

The services which C.D.H.S. shall provide under this Agreement are those described in this Section 2.01A (collectively, the "Services"). C.D.H.S. shall provide the Services in accordance with the standards of performance set forth in Section 2.02. Those services that pertain to C.H.A. residents apply only to those C.H.A. residents who reside in the twenty-three (23) family developments identified (hereinafter "Family Developments").

1. Implement the interim Service Connector strategy in the Family Developments pursuant to the Service Connector Program as negotiated by the parties in good faith.
2. Employ or engage sufficient personnel to provide Service Connector assistance in the Family Developments.
3. Meet on a regular basis with C.H.A. staff and other City sister agencies to determine the progress of the implementation of the Service Connector model.
4. Disseminate information to residents and possible service providers regarding the Service Connector initiative and its benefits.
5. Administer to the Family Development resident population an assessment tool developed specifically to demographically address, identify and prioritize resident support service needs.
6. Generate referrals to C.D.H.S. and outside service providers for the following in accordance with the completed assessments:
 - continuing education
 - adult education
 - literacy programs
 - vocational rehabilitation

- mental health services
 - child care
 - nutrition counseling
 - supplemental food
 - domestic violence counseling
 - employment
 - training and apprenticeship programs
 - job placement
 - substance and alcohol abuse
 - medical services
 - child protective services
 - advocacy services
7. Work with each private property manager at the Family Developments to ensure that corrective action plans are developed and implemented to help residents navigate issues that impact the overall management of property, such as lease compliance, property maintenance, social behavior and financial stability.
8. Staff with flexible hours a Central Information Center to provide services to Family Development residents who are or will be relocated pursuant to the Housing Choice Voucher Program, scattered sites or private housing.
9. Train Service Connectors and Outreach Specialist personnel in the following protocols:
- resource identification
 - systems advocacy and navigation
 - information and referral coordination
 - family dynamics and assessment

- confidentiality policy
- service provider delivery evaluation
- interagency coordination
- case management
- inter-personal communication
- data collection

10. Work with employment services providers to assist seven hundred fifty (750) to one thousand two hundred eight (1,208) Family Development residents to obtain employment during the course of this Agreement.

B. Scope Of C.H.A. Services.

The C.H.A. agrees to provide office space, a desk, and two (2) chairs at each Family Development for the express use of C.D.H.S. staff. The C.H.A. shall be responsible for installing and maintaining a lock on each office space, and providing janitorial services to each office space at said sites. C.D.H.S. shall maintain and secure each office and all office equipment and any files maintained within the office at said sites.

C.H.A. agrees to coordinate services between C.H.A.C., Property Managers, Mobility Counselor Program staff, Good Neighbor Program staff and C.D.H.S. Service Connector Model staff, delegate agencies and/or contractors to fulfill Services under this Agreement.

C.H.A. will share with C.D.H.S. information including, but not limited to, documents, data, reports, studies and/or findings in any form that will assist C.D.H.S. and/or its delegate agencies and/or contractors in the performance of the Services under this Agreement.

C. Reporting Requirement.

C.D.H.S. shall prepare and deliver to the C.H.A. all reports and information required for compliance with applicable law, and the parties shall mutually agree as to the type and frequency of any other documents to be delivered to the C.H.A. under this Agreement, including, but not limited to, data, studies, reports, findings or information in any form prepared or assembled either in hard copy or on diskette (collectively, "Reports"). The C.H.A. reserves the right to reject any and all Reports,

which in the reasonable determination of the C.H.A. does not meet the intended level of completion or standard of performance specified in this Agreement.

Section 2.02 Performance Standards.

C.D.H.S. shall perform all Services required of it under this Agreement with that degree of skill, care and diligence normally shown by an entity performing services of a scope, purpose and magnitude comparable with the nature of the Services to be provided under this Agreement. C.D.H.S. shall at all times use its best efforts to assure quality, timeliness, efficiency and creativity in rendering and completing the Services. C.D.H.S. agrees that performing the Services in a satisfactory manner includes quickly responding to C.H.A.'s needs when those needs are clearly conveyed to C.D.H.S.

The C.H.A. shall direct all questions regarding program operations to C.D.H.S.'s project manager. Disputes over program operations that cannot be resolved shall be treated under Article 5 hereof.

Section 2.03 Ownership Of Documents, Records And Reports.

A. All Reports or information in any form prepared or assembled by, or provided to, C.D.H.S. under this Agreement are the property of the C.H.A. During the performance of its Services, C.D.H.S. shall be responsible for any loss or damage to such Reports while in C.D.H.S.'s possession and shall restore any lost or damaged Reports and information at C.D.H.S.'s sole cost and expense.

B. C.D.H.S. and/or the City of Chicago shall maintain all books, records, documents, and adopt a system of accounting in accordance with generally accepted accounting principles and practices, to properly reflect all costs of whatever nature claimed to have been incurred or anticipated to be incurred or in connection with C.D.H.S.'s performance under this Agreement. In addition, C.D.H.S. shall keep such books, records and documents in a safe place and make them available for audit, examination, excerpt, and transcription to be conducted by the C.H.A., H.U.D., the Comptroller General of the United States or their duly authorized representatives, and allow inspection, copying and abstracting for at least three (3) years after the final payment is made in connection with this Agreement and all other pending matters are closed or as otherwise may be required under applicable law.

Section 2.04 Audit Requirement.

The C.H.A. retains an irrevocable right to independently or, through a third party, audit C.D.H.S.'s books and records pertaining to this Agreement and disallow any

inappropriate billings upon written notice to C.D.H.S.

Section 2.05 Confidentiality.

C.D.H.S. agrees that all Reports, reports and documents prepared or assembled by C.D.H.S. pursuant to this Agreement are to remain confidential. Further, C.D.H.S. agrees that the reports and documents shall not be made available to any individual or organization, other than to courts of competent jurisdiction or administrative agencies pursuant to a subpoena or an agency of the federal or state government, or as may be required in response to a request under the Freedom of Information Act ("FOIA") without the prior written approval of the C.H.A. C.D.H.S. shall notify the C.H.A. of any such request or subpoena for information immediately, but in any event prior to the required disclosure date.

Section 2.06 Subcontracts And Assignments.

C.D.H.S. shall not assign or subcontract this Agreement, or any portion thereof, without the express written approval of the C.H.A., which approval shall not be unreasonably withheld by the C.H.A. and shall be promptly provided. The absence of such express written approval shall void the attempted assignment, delegation or transfer and shall be of no effect as to the Services or this Agreement.

C.D.H.S. shall not assign any right to collect payment or any similar right to any C.D.H.S. delegate agency or contractor. The C.H.A. expressly reserves the right to assign or otherwise transfer all or any part of its rights or interests hereunder.

Section 2.07 Patents And Copyrights.

To the extent applicable, the C.H.A. reserves an exclusive, perpetual and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for C.H.A. or H.U.D. purposes, including, but not limited to, commercial exploitation: (a) the copyright or patent in any work developed or discovered in the performance of the Services under this Agreement, and (b) any right of copyright or patent to which C.D.H.S. purchases ownership with funds awarded pursuant to this Agreement for the purpose of meeting the objectives of this Agreement.

Section 2.08 Force Majeure.

In the event of war, flood, riot, epidemic, act of governmental authority in its sovereign capacity or act of God during the term of this Agreement, neither the C.H.A. nor C.D.H.S. shall be liable to the other party for any nonperformance under this Agreement resulting from such event.

Article 3.

Term Of Agreement.

Section 3.01 Term Of The Agreement.

This Agreement shall take effect as of January 1, 2002 and shall continue through December 31, 2002.

Article 4.

Compensation.

Section 4.01 Amount Of Compensation.

The C.H.A. shall pay to C.D.H.S. for the performance of this Agreement, a sum not-to-exceed Five Million Nine Hundred Seventy Thousand and no/100 Dollars (\$5,970,000.00). C.D.H.S. agrees not to perform, and waives any and all claims of payment for work which would result in billings beyond the Agreement price unless the parties have executed a written amendment to this Agreement authorizing said additional work and the payment therefor. C.D.H.S. recognizes and acknowledges that it has an affirmative duty to monitor its performance and billings to insure that the scope of work is completed within this not-to-exceed amount.

Section 4.02 Advance.

The C.H.A. may make one (1) advance payment, not to exceed One Million Five Hundred Thousand and no/100 Dollars (\$1,500,000.00), provided that C.D.H.S. submits reasonable justification in writing to the C.H.A. demonstrating the need for such an advance for the provision of Services under this Agreement, and that the justification meets the reasonable satisfaction of the C.H.A. If the parties mutually agree that such an advance is necessary for the provision of Services under this Agreement, the advance will be made within seven (7) days of when a mutual agreement has been reached in writing.

Section 4.03 Payment.

The C.H.A. shall provide C.D.H.S. with a standard billing format. Pursuant to the standard billing format, C.D.H.S. shall submit sufficiently detailed invoices that

include payroll costs and expenditures for provision of the services in the Program in accordance with the budget, which is attached hereto as (Sub)Exhibit I and incorporated by reference as if fully set forth herein.

Section 4.04 Nonappropriation.

Funding for this Agreement is subject to 1) availability of federal funds from H.U.D., 2) the approval of funding by C.H.A.'s Board of Commissioners. In the event that no funds or insufficient funds are appropriated and budgeted in any fiscal period of the C.H.A. for payments to be made under this Agreement, then the C.H.A. shall promptly notify C.D.H.S. of such occurrence and this Agreement shall terminate on the earlier of the last day of the fiscal period for which sufficient appropriation was made or when the funds appropriated for payment under this Agreement are exhausted. No payments shall be made or due to C.D.H.S. under this Agreement beyond those amounts appropriated and budgeted by the C.H.A. to fund payments hereunder.

Article 5.

Disputes.

A dispute between the C.H.A. and C.D.H.S. involving this Agreement that has not been resolved, shall be referred to the commissioner of C.D.H.S. ("Commissioner") and the C.H.A.'s chief executive officer ("C.E.O."). Either party may give written notice of the dispute to both the Commissioner and the C.E.O., who shall meet within thirty (30) days of notification to resolve the dispute. In the event the Commissioner and the C.E.O. fail to resolve the dispute, each party may pursue its remedies at law, provided it does so within one (1) year of the date notification of the dispute is given.

Article 6.

Risk Management.

Section 6.01 Insurance To Be Provided By C.D.H.S.

C.D.H.S. shall procure, pay for and maintain at all times during the term of this Agreement the types of insurance specified below.

1. Workers' Compensation and Employer's Liability.

Workers' Compensation and Occupational Disease Insurance in accordance with the laws of the State of Illinois covering all employees who are to provide a service under this Agreement and Employer's Liability Coverage with limits of not less than One Hundred Thousand Dollars (\$100,000) for each accident or illness.

2. Commercial General Liability (Primary And Umbrella).

Commercial Liability Insurance or equivalent with limits of not less than Five Hundred Thousand Dollars (\$500,000) per occurrence for bodily injury, personal injury and property damage liability.

3. Automobile Liability.

When any motor vehicles (owned, non-owned and hired) are used in connection with the Services to be performed, C.D.H.S. shall provide Comprehensive Automobile Liability Insurance with limits of not less than Five Hundred Thousand Dollars (\$500,000) per occurrence for bodily injury and property damage.

4. Self-Insurance.

The C.H.A. acknowledges that C.D.H.S. is self-insured for the insurance requirements required by the C.H.A.

Section 6.02 Insurance Maintained By The C.H.A.

The C.H.A. maintains at all times during the term of this Agreement the types of insurance specified below.

1. Workers' Compensation And Employer's Liability.

Workers' Compensation and Occupational Disease Insurance in accordance with the laws of the State of Illinois covering all employees who are to provide a service under this Agreement and Employer's Liability Coverage with limits of not less than One Hundred Thousand Dollars (\$100,000) for each accident or illness.

2. Commercial General Liability (Primary And Umbrella).

Commercial Liability Insurance or equivalent with limits of not less than Five Hundred Thousand Dollars (\$500,000) per occurrence for bodily injury, personal injury and property damage liability.

3. Self-Insurance.

The C.H.A. may self-insure for the insurance requirements.

Article 7.

Termination.

Either party may terminate this Agreement, or all or any portion of the Services to be performed under it, at any time by one hundred eighty (180) days notice in writing to the other party.

Article 8.

Special Conditions.

Section 8.01 Warranties And Representations.

In connection with the execution of this Agreement, C.D.H.S. warrants and represents that C.D.H.S. and, to the best of its knowledge, its subcontractors, are not in violation of 18 U.S.C. § 666(a) (1) and the Illinois Criminal Code, 720 ILCS 5/33E-1, et seq. (1989), as amended; C.D.H.S. certifies that it has read the provisions of 18 U.S.C. § 666(a) (2) and the Illinois Criminal Code, 720 ILCS 5/33E-1, et. seq. and warrants that it and its officers and employees will comply with the provisions set forth therein. C.D.H.S. further warrants that it has read the C.H.A.'s Ethics Policy amended January 16, 2001 and hereby agrees to comply with its provisions.

Section 8.02 Conflict Of Interest.

- A. No member of the governing body of the C.H.A. or other units of government and no other officer, employee, or agent of the C.H.A. or other unit of government who exercises any functions or responsibilities in connection with the Services to which this Agreement pertains, shall have any personal interest, direct, or indirect, in this Agreement. No member of or delegate to the Congress of the United States or the Illinois General Assembly and/or C.H.A. employee shall be entitled to any share or part of this Agreement or to any financial benefit arising from it.

C.D.H.S. covenants that it and its employees, and its subcontractors presently have no interest and shall acquire no interest, direct or indirect, in this Agreement which would conflict in any manner or degree with the performance of the Services hereunder. C.D.H.S. further covenants that in the performance of this Agreement no person having any such interest shall be employed.

Additionally, pursuant to the conflict of interest requirements in OMB Circular A-102 and 24 CFR § 85.36(b) (3), no person who is an employee, agent, consultant, officer, or appointed official of the C.H.A. and who exercises or has exercised any functions or responsibilities with respect to H.U.D. assisted activities, or who -is in a position to participate in a decision making process or gain inside information with regard to such H.U.D. activities, may obtain a financial interest or benefit from the activity, or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for himself or herself or for those whom he or she has family or business ties, during his or her tenure or for one (1) year thereafter.

- B. Furthermore, C.D.H.S. represents that it is and will remain in compliance with federal restrictions on lobbying set forth in Section 319 of the Department of the Interior and Related Agencies Appropriations Act for Fiscal year 1990, 31 U.S.C. Subsection 1352, and related rules and regulations set forth at 54 Fed. Reg. 52,309 ff. (1989), as amended.

Section 8.03 Non-Liability Of Public Officials.

No official, employee or agent of the either party shall be charged personally by the other party, or by any assignee or subcontractor of either party, with any liability or expenses of defense or be held personally liable to either party under any term or provision of this Agreement, because of either party's execution or attempted execution, or because of any breach hereof.

Section 8.04 Independent Contractor.

C.D.H.S. shall perform under this Agreement as an independent contractor to the C.H.A. and not as a representative, employee, agent, joint venturer or partner of the C.H.A.

Section 8.05 Section 3, H.U.D. Act Of 1968.

The work to be performed under this Agreement is on a project assisted under a program providing direct federal financial assistance from H.U.D. and is subject to the requirements of Section 3 of the H.U.D. Act of 1968, as amended, 12 U.S.C. 1701u C.D.H.S. agrees that it will comply with the provisions of Section 3 and the regulations issued pursuant thereto by the Secretary of H.U.D. set forth in 24 CFR Part 135, and all applicable rules and orders of H.U.D. issued thereunder. C.D.H.S. certifies and agrees that it is under no contractual or other disability, which would prevent it from complying with these requirements.

Article 9.

General Conditions.

Section 9.01 Entire Agreement.

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

Section 9.02 Counterparts.

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

Section 9.03 Amendments.

No changes, amendments, modification, or discharge of this Agreement, or any part thereof, shall be valid unless in writing and signed by the authorized agent of

C.D.H.S. and by the Chief Executive Officer of the C.H.A. or his respective designees. The C.H.A. shall incur no liability for additional Services without a written amendment to this Agreement pursuant to this section.

Section 9.04 Compliance With All Laws/Government Orders.

- A. C.D.H.S. 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 including, but not limited to, the Uniform Administrative Requirements contained in 24 C.F.R. Section 85.1, et seq., (1993), as amended; Title VI of the Civil Rights Act of 1967 (42 U.S.C. 2000d, et seq.); Fair Housing Act (42 U.S.C. 3601-20, et seq.); Executive Order 11063, as amended by Executive Order 12259; Age, Discrimination Act of 1975 (42 U.S.C. 6101, et seq.); Rehabilitation Act of 1973 (29 U.S.C. 794); Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5); Contract Work Hours and Safety Standards Act (40 U.S.C. 327, et seq.); National Environmental Policy Act of 1969 (24 CFR Part 58) ; Clean Air Act (42 U.S.C. 7401,et seq.) Federal Water Pollution Control Act (33 U.S.C. 251, et seq.) ,as amended; Flood Disaster Protection Act of 1973 (42 U.S.C. 4106); Uniform Relocation Assistance and Real Property Development Acquisition Policies Act of 1970 (42 U.S.C. 4601); Executive Order 11246, as amended by Executive Orders 12086 and 11375; Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 483 1(b)); Executive Order 12372; Copeland "Anti-Kickback" Act (18 U.S.C. § 874 and 40 U.S.C. § 276); Byrd "Anti-Lobbying" Amendment (31 U.S.C. § 1352) Drug Free Workplace Act of 1968 (41 U.S.C. 701, et seq.); and Debarment and Suspension (Executive Orders 12549 and 12689) additionally, C.D.H.S. shall comply with the applicable provisions of OMB Circulars A-133, A-102, A-122, A-110 and A-87, as amended, succeeded or revised. Provision(s) 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.
- B. C.D.H.S. shall take such actions as may be necessary to comply promptly with any and all governmental orders imposed by any duly constituted government authority whether imposed by federal, state, county or municipal authority.

Section 9.05 Governing Law.

This Agreement shall be governed as to performance and interpretation in

accordance with the laws of the State of Illinois. Each party hereby irrevocably submits itself to the original jurisdiction of those courts located within the County of Cook, State of Illinois, with regard to any controversy arising out of, relating to, or in any way concerning the execution or performance of this Agreement. Each party agrees that service of process on each party may be made, at the option of either party, either by registered or certified mail addressed to the applicable office as provided for in this Agreement, by registered or certified mail addressed to the office actually maintained by each party. If any action is brought by C.D.H.S. against the C.H.A. concerning this Agreement, the action shall only be brought in those courts located within the County of Cook, State of Illinois.

Section 9.06 Severability.

If any provisions of this Agreement shall be held or deemed to be or shall in fact be inoperative or unenforceable as applied in any particular case in any jurisdiction or in all cases because it conflicts with any other provision or provisions 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 the provision in question inoperative or unenforceable in any other case or circumstances, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever. The invalidity of any one (1) or more phrases, sentences, clauses or sections contained in this Agreement shall not affect the remaining portions of this Agreement or any part thereof.

Section 9.07 Interpretation.

Any headings of this Agreement are for convenience of reference only and do not define or limit the provisions thereof. Words of any gender shall be deemed and construed to include correlative words of the other gender. Words importing the singular number shall include the plural number and vice versa, unless the context shall otherwise indicate. All references to any exhibit or document shall be deemed to include all supplements and/or amendments to any such exhibits or documents entered into in accordance with the terms and conditions hereof and thereof. All references to any person or entity shall be deemed to include any person or entity succeeding to the rights, duties, and obligations of such persons or entities in accordance with the terms and conditions of this Agreement.

Section 9.08 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.

Section 9.09 Cooperation.

C.D.H.S. and C.H.A. agree at all times to cooperate fully and in good faith with each other and to act in the best interests of the C.H.A. Family Development residents. If this Agreement is terminated for any reason, or if it is to expire on its own terms, C.D.H.S. shall make every effort to assure an orderly transition to another contractor, 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 the reasonable requests and requirements of the C.H.A. in connection with the termination or expiration of this Agreement.

Section 9.10 Waiver.

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

Article 10.

Communication And Notices.

Section 10.01 Communication Between The Parties.

All verbal and written communication including required reports and submissions between C.D.H.S. and C.H.A. shall be through C.D.H.S. program manager and C.H.A.'s Office of Programs. No verbal communication between the parties shall change any of the terms and conditions of this Agreement. Nothing stated herein shall be construed as a waiver or modification of the requirements for notice or service of process of litigation, as set forth in the Illinois Code of Civil Procedure, the Federal Rules of Civil Procedure, the local rules of the Circuit Court of Cook County, and the local rules governing United States District Court for the Northern District of Illinois.

Ray Vazquez
Commissioner
Department of Human Services
1615 West Chicago Avenue
Chicago, Illinois 60622

with copies to:

Finance and Economic Development
Division
Department of Law
City of Chicago
121 North LaSalle Street, Suite 600
Chicago, Illinois 60602

and

Comptroller Department
Special Accounting Division
33 North LaSalle Street, Room 800
Chicago, Illinois 60602

Notices sent to the C.H.A. shall be mailed by certified mail, postage prepaid to:

Terry Peterson
Chief Executive Officer
Chicago Housing Authority
626 West Jackson Boulevard
Chicago, Illinois 60661

with a copy to:

General Counsel
Office of the General Counsel
Chicago Housing Authority
200 West Adams Street, Suite 2100
Chicago, Illinois 60606

*Article 11.**Authority.*

Section 11.01 C.H.A. Authority.

Execution of this Agreement is authorized by resolution of the C.H.A.'s Board of Commissioners approving this Agreement and pursuant to the United States Housing Act of 1937, 42 U.S.C. § 437, et seq.; regulations promulgated by H.U.D., and the State Housing Authorities Act, 310 ILCS 10/1, et seq., as amended, and other applicable laws, regulations and ordinances.

Section 11.02 C.D.H.S.'s Authority.

Execution of this Agreement by C.D.H.S. is authorized by an ordinance enacted by the City Council of the City of Chicago on _____, 2002.

In Witness Whereof, The C.H.A. and C.D.H.S. have executed this Agreement as of the date first written above.

City of Chicago, Department
of Human Services

Chicago Housing Authority

Ray Vazquez, Commissioner

Terry Peterson,
Chief Executive Officer

Approved As To Legality And Form:

Office of the General Counsel,
Chicago Housing Authority

(Sub)Exhibit I referred to in this Intergovernmental Agreement with Twenty-Three Chicago Housing Authority Family Developments reads as follows:

(Sub)Exhibit I.
(To Intergovernmental Agreement With Twenty-Three
Chicago Housing Authority Family Developments)

Budget.

City Indirect at 6.4%	\$ 382,080
C.D.H.S. Program Management	663,605
Equipment and Training (Innovation, Computers, Resource Directory and Staff Training)	500,000
Delegate Agencies	
1. United Way Call Center	222,775
2. Service Connector Contract	4,201,540
TOTAL:	\$5,970,000

AUTHORIZATION FOR EXECUTION OF GRANT AGREEMENTS
WITH VARIOUS ORGANIZATIONS FOR ALLOCATION
OF EMPOWERMENT ZONE/ENTERPRISE
COMMUNITY FUNDS.

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, February 6, 2002.

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 the execution of grant agreements

between the City of Chicago and various organizations necessary for the allocation of Empowerment Zone/Enterprise Community Grant Funds, 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) WILLIAM M. BEAVERS,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Hairston, Beavers, Stroger, Beale, Pope, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 48.

Nays -- None.

Alderman Beavers 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, 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 no more than six (6) empowerment zones ("E.Z.s") and not more than sixty-five (65) enterprise communities ("E.C.s") in urban areas of the United States; and

WHEREAS, E.Z.s and E.C.s are authorized for economically disadvantaged areas, and are intended to be areas of concentrated economic development activity, development 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 ("City Council") on April 13, 1994 (published at pages 48383 -- 48392 of the *Journal of the Proceedings of the City Council* of that date), and on May 18, 1994 (published at pages 50685 -- 50708 of the *Journal of the Proceedings of the City Council* of that date), the City's Commissioner of Planning and Development submitted the City's application for designation of one (1) E.Z. and/or one (1) or more E.C.s within eligible areas in the City; and

WHEREAS, H.U.D. approved the City's application for designation of certain portions of the City as E.Z. areas on December 21, 1994 (such portions of the City being hereinafter referred to as the "E.Z. Area"), making the City eligible to receive One Hundred Million Dollars (\$100,000,000) in E.Z. funds from the United States Department of Health and Human Services ("H.H.S."); and

WHEREAS, H.H.S. has awarded One Hundred Million Dollars (\$100,000,000) of Title XX Social Security Block Grant funds ("E.Z. Funds") to the State of Illinois, Department of Public Aid ("I.D.P.A.") for use by the City for projects benefitting residents of the E.Z. Area ("E.Z. Eligible Projects"); and

WHEREAS, The I.D.P.A. and the City have entered into a grant agreement with an effective date of July 1, 1995 (the "E.Z. Grant Agreement"), pursuant to which I.D.P.A. has granted the E.Z. Funds to the City for E.Z. Eligible Projects; and

WHEREAS, The State of Illinois approved the City's application for designation of certain portions of the City as a non-federally designated Enterprise Community ("E.C.") (such portions of the City being hereinafter referred to as the "E.C. Area", and the E.Z. Area and E.C. Area collectively referred to as the "E.Z./E.C. Areas"), making the City eligible for State funds ("E.C. Funds", and the E.Z. Funds and E.C. Funds collectively referred to as the "E.Z./E.C. Funds") to support the federally designated empowerment zone and non-federally designated enterprise communities ("E.C. Eligible Projects"); and

WHEREAS, The I.D.P.A. and the City have entered into a grant agreement with an effective date of July 1, 1995 (the "E.C. Grant Agreement"), pursuant to which I.D.P.A. has granted the E.C. Funds to the City for E.C. Eligible Projects; and

WHEREAS, Pursuant to Chapter 2-151 of the Municipal Code of Chicago, an Empowerment Zone/Enterprise Community Coordinating Council (the "Coordinating Council") was created for various purposes related to the E.Z.s and

the E.C.s, including: (a) to coordinate the implementation and periodic revision of E.Z./E.C. strategic plans; (b) to advise the City and other participating governmental units on all aspects of strategic plan implementation, including allocation of E.Z./E.C. Funds awarded to the City for the E.Z./E.C. Areas in accordance with the strategic plan; and (c) to receive, review and make recommendations on all applications for allocations of E.Z./E.C. funds, including the E.Z./E.C. Funds; and

WHEREAS, Chapter 2-151 also provides that the Coordinating Council shall submit its recommendations for the use of E.Z./E.C. funds to the City Council through the City's Budget Director; and

WHEREAS, The Coordinating Council has issued requests for proposals for the use of the E.Z./E.C. Funds, has considered various proposals, and has recommended approval of several proposals for the use of E.Z./E.C. Funds to further assist and benefit E.Z./E.C. Area residents to the City Council; and

WHEREAS, The City Council acknowledges the value of the proposals for the use of E.Z./E.C. Funds in the E.Z./E.C. Areas for which the Coordinating Council has recommended approval and that the proposals will serve numerous social and economic policy objectives, including, but not specifically limited to, one (1) or more of the goals and/or program options set forth in those parts of the H.U.D. E.Z. regulations found at 24 C.F.R. §§ 597.200(d)(12)(ii) through 597.200(d)(12)(v), 24 C.F.R. §§ 597.200(g), and/or in the United States Code, Title 42, Chapter 7 -- Social Security, Subchapter XX -- Block Grants to States for Social Services found at 42 U.S.C. § 1397f; now, therefore,

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

SECTION 1. All of the above recitals are expressly adopted herein as the legislative findings of the City Council and incorporated herein and made a part of this ordinance.

SECTION 2. The use of E.Z./E.C. Funds is hereby approved for the following grantees pursuant to the terms and conditions set forth herein (collectively "Programs"):

A. Grantee:	Fuller Park Community Development Corporation
Project Name:	Affiliate Services
Location:	331 West 45 th Street
Recommended:	\$499,962

Fuller Park Community Development Corporation (F.P.C.D.) will offer workforce development services to residents of the Englewood Enterprise Community. These services include approximately sixty (60) hours of classroom instruction in job readiness, including such matters as interviewing skills, life skills and resume writing skills, and job placement. Upon successful completion of training, it is the goal to have individuals placed in jobs ranging in services such as maintenance staff to construction apprentice. Follow-up job retention, case management and supportive services will also be offered.

B. Grantee: El Valor Corporation
 Project Names: Affiliate Services
 Location: 1850 West 21st Street
 Recommended: \$438,924

El Valor will provide individualized vocational programs to socially, economically and educationally disadvantaged community members of the Pilsen/Little Village Empowerment Zone. These members include persons with disabilities and with limited English language skills. El Valor seeks to customize its employment programs according to the needs of the person requesting the service. The program services will include basic skills training, identification of job opportunities, development of employment goals, establishment of individual employment plans and identification of resources to achieve and maintain employment.

C. Grantee: Chicago Employment Services, Inc.
 Project Name: Affiliate Services
 Location: 4910 South Martin Luther King, Jr. Drive
 Recommended: \$498,236

STRIVE will provide workforce development services to residents of the Calumet Enterprise Community. These services may include a four (4) week job readiness workshop in basic literacy skills development, GED preparation, establishment of long-term career goals and development of general workplace skills, among other services. Upon successful completion of training, it is the goal to place individuals in jobs in banking, healthcare, food service, hospitality industries and other industries. Follow-up job retention, case management and supportive services

will also be offered.

SECTION 3. Subject to the approval of the Corporation Counsel, as to form and legality, the Office of Budget and Management and, its Budget Director, or a designee of the Director ("Director"), are each hereby authorized (A) to use such monies for the purposes of the Programs, and (B) to execute all such other agreements and instruments, and to perform any and all acts as shall be necessary or advisable in connection with the implementation of the Programs. Upon receipt of such proper documentation the Director is hereby authorized to disburse the E.Z./E.C. Funds to the grantees for the Programs described in paragraph 2, above, subject to the terms and conditions acceptable to the Director and in accordance with the goals and purposes of the Federal E.Z. legislation and regulations, and the State legislation and regulations.

SECTION 4. Pursuant to recommendations received from the Coordinating Council, the Director may make such non-material revisions to the project descriptions of the projects described in paragraph 2, above, 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 the E.Z./E.C. Funds to be expended on such project.

SECTION 5. The E.Z. Funds shall be governed by the terms and conditions, and meet the statutory requirements set forth in the United States Code, Title 42, Chapter 7 -- Social Security, Subchapter XX -- Block Grants to States for Social Services found at 42 U.S.C. § 1397f, the H.U.D. E.Z. regulations found at 24 C.F.R. §§ 597.200(d)(12)(ii) through 597.200(d)(12)(v), 24 C.F.R. §§ 597.200(g), the Illinois Grant Funds Recovery Act, 30 ILCS 705/1, et seq., and in accordance with all other laws, rules and regulations which pertain to or govern the use of the E.Z. Funds.

SECTION 6. The E.C. Funds shall be governed by the terms and conditions, and meet the statutory requirements set forth in the Illinois Grant Funds Recovery Act, 30 ILCS 705/1, et seq., and in accordance with all other laws, rules and regulations which pertain to or govern the use of the E.C. Funds.

SECTION 7. To the extent that any ordinance, resolution, rule, order or provision of the Municipal Code of Chicago, or any parts thereof, is in conflict with the provisions of this ordinance, the provisions of this ordinance shall control. If any section, paragraph or clause of this ordinance shall be held invalid, the invalidity of such section, paragraph or clause shall not affect any other provisions of this ordinance.

SECTION 8. This ordinance shall be effective from and after its passage and approval.

AMENDMENT OF ORDINANCE WHICH APPROVED AWARD OF
EMPOWERMENT ZONE/ENTERPRISE COMMUNITY
FUNDS TO ONE STOP CAPITAL SHOP.

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, February 6, 2002.

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 an amendment to an ordinance previously passed (March 10, 1999, *Journal of the Proceedings of the City Council*, page 90803) concerning the execution of an amendment to a grant agreement between the City of Chicago and the One Stop Capital Shop necessary to increase the allocation of Empowerment Zone/Enterprise Community Grant Funds, 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) WILLIAM M. BEAVERS,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Hairston, Beavers, Stroger, Beale, Pope, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 48.

Nays -- None.

Alderman Beavers 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, 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 no more than six (6) empowerment zones ("E.Z.s") and not more than sixty-five (65) enterprise communities ("E.C.s") in urban areas of the United States; and

WHEREAS, E.Z.s and E.C.s are authorized for economically disadvantaged areas, and are intended to be areas of concentrated economic development activity, development 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 ("City Council") on April 13, 1994 (published at pages 48383 -- 48392 of the *Journal of the Proceedings of the City Council* of that date), and on May 18, 1994 (published at pages 50685 -- 50708 of the *Journal of the Proceedings of the City Council* of that date), the City's Commissioner of Planning and Development submitted the City's application for designation of one (1) E.Z. and/or one (1) or more E.C.s within eligible areas in the City; and

WHEREAS, H.U.D. approved the City's application for designation of certain portions of the City as E.Z. areas on December 21, 1994 (such portions of the City being hereinafter referred to as the "E.Z. Area"), making the City eligible to receive One Hundred Million Dollars (\$100,000,000) in E.Z. funds from the United States Department of Health and Human Services ("H.H.S."); and

WHEREAS, H.H.S. has awarded One Hundred Million Dollars (\$100,000,000) of Title XX Social Security Block Grant funds ("E.Z. Funds") to the State of Illinois, Department of Public Aid ("I.D.P.A.") for use by the City for projects benefitting residents of the EZ Area ("E.Z. Eligible Projects"); and

WHEREAS, The I.D.P.A. and the City have entered into a grant agreement with an effective date of July 1, 1995 (the "E.Z. Grant Agreement"), pursuant to which I.D.P.A. has granted the E.Z. Funds to the City for E.Z. Eligible Projects; and

WHEREAS, The State of Illinois approved the City's application for designation of certain portions of the City as a non-federally designated Enterprise Community ("E.C.") (such portions of the City being hereinafter referred to as the "E.C. Area", and the E.Z. Area and E.C. Area collectively referred to as the "E.Z./E.C. Areas"), making the City eligible for State funds ("E.C. Funds", and the E.Z. Funds and E.C. Funds collectively referred to as the "E.Z./E.C. Funds") to support the federally designated empowerment zone and non-federally designated enterprise communities ("E.C. Eligible Projects"); and

WHEREAS, The I.D.P.A. and the City have entered into a grant agreement with an effective date of July 1, 1995 (the "E.C. Grant Agreement"), pursuant to which I.D.P.A. has granted the E.C. Funds to the City for E.C. Eligible Projects; and

WHEREAS, Pursuant to Chapter 2-151 of the Municipal Code of Chicago, an Empowerment Zone/Enterprise Community Coordinating Council (the "Coordinating Council") was created for various purposes related to the E.Z.s and the E.C.s, including: (a) to coordinate the implementation and periodic revision of E.Z./E.C. strategic plans; (b) to advise the City and other participating governmental units on all aspects of strategic plan implementation, including allocation of E.Z./E.C. Funds awarded to the City for the E.Z./E.C. Areas in accordance with the strategic plan; and (c) to receive, review and make recommendations on all applications for allocations of E.Z./E.C. funds, including the E.Z./E.C. Funds; and

WHEREAS, Chapter 2-151 also provides that the Coordinating Council shall submit its recommendations for the use of E.Z./E.C. funds to the City Council through the City's Budget Director; and

WHEREAS, The Coordinating Council has issued requests for proposals for the use of the E.Z./E.C. Funds, has considered various proposals, and has recommended approval of several proposals for the use of E.Z./E.C. Funds to further assist and benefit E.Z./E.C. Area residents to the City Council; and

WHEREAS, The City Council acknowledges the value of the proposals for the use of E.Z./E.C. Funds in the E.Z./E.C. Areas for which the Coordinating Council has recommended approval and that the proposals will serve numerous social and economic policy objectives, including, but not specifically limited to, one (1) or more of the goals and/or program options set forth in those parts of the H.U.D. EZ regulations found at 24 C.F.R. §§ 597.200(d)(12)(ii) through 597.200(d)(12)(v), 24 C.F.R. §§ 597.200(g), and/or in the United States Code, Title 42, Chapter 7 -- Social Security, Subchapter XX -- Block Grants to States for Social Services found at 42 U.S.C. § 1397f; now, therefore,

WHEREAS, The Coordinating Council has approved revisions to the E.Z./E.C. Projects contained in Sections 2 and 3, hereinafter, to increase the amount of E.Z./E.C. Funds which may be allocated to these projects; and

WHEREAS, The City Council acknowledges the value of the proposals for the use of E.Z./E.C. Funds in the E.Z./E.C. Areas for which the Coordinating Council has recommended approval and that the proposals will serve numerous social and economic policy objectives, including, but not specifically limited to, one (1) or more of the goals and/or program options set forth in those parts of the H.U.D. E.Z. regulations found at 24 C.F.R. §§ 597.200(d)(12)(ii) through 597.200(d)(12)(v), 24 C.F.R. §§ 597.200(g), and/or in the United Code, Title 42, Chapter 7 -- Social Security, Subchapter XX -- Block Grants to States for Social Services found at 42 U.S.C. § 1397f; now, therefore,

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

SECTION 1. All of the above recitals are expressly adopted herein as the legislative findings of the City Council and incorporated herein and made a part of this ordinance.

SECTION 2. The grant award contained in the ordinance identified below shall be revised as follows:

The project description for the One-Stop Capital Shop, which appears in an ordinance passed by the City Council on March 10, 1999, and was published in the *Journal of the Proceedings of the City Council* on page 90803 of that date, shall be revised to increase the amount of E.Z./E.C. Funds for the establishment and maintenance of the One-Stop Capital Shop by an additional One Million Eight Hundred Thousand Dollars (\$1,800,000) from Seven Hundred Seventy-three Thousand Six Hundred and no/100 Dollars (\$773,600.00) to Two Million Five Hundred Seventy-three Thousand Six Hundred and no/100 Dollars (\$2,573,600.00).

Subject to the approval of the City Comptroller, the Mayor or his designee is hereby authorized (A) to use such monies for the purposes of the Programs, and (B) to execute all such other agreements and instruments, and to perform any and all acts as shall be necessary or advisable in connection with the implementation of the Program. Upon receipt of such proper documentation as the Mayor or his designee shall require, the Office of Budget and Management, by its director, is hereby authorized to disburse the E.Z./E.C. Funds to the grantees for the Programs described in paragraph 2. above, subject to the terms and conditions acceptable to the Director and in accordance with the goals and purposes of the Federal E.Z. legislation and regulations, and the State legislation and regulations.

SECTION 3. The E.Z. Funds shall be governed by the terms and conditions, and meet the statutory requirements set forth in the United States Code, Title 42, Chapter 7 -- Social Security, Subchapter XX -- Block Grants to States for Social Services found at 42 U.S.C. § 1397f, the H.U.D. E.Z. regulations found at 24 C.F.R.

§§ 597.200(d)(12)(ii) through 597.200(d)(12)(v), 24 C.F.R. §§ 597.200(g), the Illinois Grant Funds Recovery Act, 30 ILCS 705/1, et seq., and in accordance with all other laws, rules and regulations which pertain to or govern the use of the E.Z. Funds.

SECTION 4. The E.C. Funds shall be governed by the terms and conditions, and meet the statutory requirements set forth in the Illinois Grant Funds Recovery Act, 30 ILCS 705/1, et seq., and in accordance with all other laws, rules and regulations which pertain to or govern the use of the E.C. Funds.

SECTION 5. Pursuant to recommendations received from the Coordinating Council, the Director may make such non-material revisions to the project descriptions of the projects described in Sections 2 and 3, above, 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 the E.Z./E.C. Funds to be expended on such project.

SECTION 6. To the extent that any ordinance, resolution, rule, order or provision of the Municipal Code of Chicago, or any parts thereof, is in conflict with the provisions of this ordinance, the provisions of this ordinance shall control. If any section, paragraph, or clause of this ordinance shall be held invalid, the invalidity of such section, paragraph or clause shall not affect any other provisions of this ordinance.

SECTION 7. This ordinance shall be effective from and after its passage and approval.

AUTHORIZATION FOR EXECUTION OF AGREEMENT WITH
NEIGHBOR SPACE FOR ALLOCATION OF OPEN SPACE
IMPACT FEES FOR PROJECT AT
3354 WEST DIVERSEY AVENUE.

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, February 6, 2002.

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 the execution of a grant agreement between the City of Chicago and NeighborSpace necessary for the allocation of Open Space Impact Fees to assist in the development of a neighborhood improvement located at 3354 West Diversey 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) WILLIAM M. BEAVERS,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Hairston, Beavers, Stroger, Beale, Pope, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 48.

Nays -- None.

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

The following is said ordinance as passed:

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

WHEREAS, The City is authorized under its home rule powers to regulate the use and development of land; and

WHEREAS, It is a reasonable condition of development approval to ensure that adequate open space and recreational facilities exist within the City; and

WHEREAS, On April 1, 1998, the City Council adopted the Open Space Impact Fee Ordinance codified at Chapter 18 of Title 16 (the "Open Space Ordinance") of the Municipal Code of Chicago (the "Code") to address the need for additional public space and recreational facilities for the benefit of the residents of newly created residential developments in the City; and

WHEREAS, The Open Space Ordinance authorizes, among other things, the collection of fees from residential developments that create new dwelling units without contributing a proportionate share of open space and recreational facilities for the benefit of their residents as part of the overall development (the "Fee-Paying Developments"); and

WHEREAS, Pursuant to the Open Space Ordinance, the Department of Revenue ("D.O.R.") has collected fees derived from the Fee-Paying Developments (the "Open Space Fees") and has deposited those fees in separate funds, each fund corresponding to the Community Area (as defined in the Open Space Ordinance), in which each of the Fee-Paying Developments is located and from which the Open Space Fees were collected; and

WHEREAS, The Open Space Ordinance requires that the Open Space Fees be used for open space acquisition or capital improvements, or both, which provide a direct and material benefit to the new development from which the fees are collected; and

WHEREAS, The Open Space Ordinance requires that the Open Space Fees be expended within the same or a contiguous Community Area from which they were collected after a legislative finding by the City Council that the expenditure of the Open Space Fees will directly and materially benefit the developments from which the Open Space Fees were collected; and

WHEREAS, The Department of Planning and Development ("D.P.D.") has determined that the Fee-Paying Developments built in the Community Area listed on Exhibit A attached hereto have deepened the already significant deficit of open space in that Community Area, which deficit was documented in the comprehensive plan entitled "The CitySpace Plan", adopted by the Chicago Plan Commission on September 11, 1997 and adopted by the City Council on May 20, 1998; and

WHEREAS, NeighborSpace, an Illinois not-for-profit corporation ("NeighborSpace"), was created as a collaboration among the City, the Chicago Park District and the Forest Preserve District of Cook County, for the purposes of owning, leasing, managing or holding easements to typically small, open spaces in the City for development and maintenance by neighborhood community and business groups since such open space projects can be more efficiently managed by local groups than by governmental agencies; and

WHEREAS, NeighborSpace has proposed the implementation of a project to create open spaces and recreational facilities as more fully described on Exhibit A (the "Project") for the benefit of the residents of the corresponding Community Area; and

WHEREAS, D.P.D. wishes to make available to NeighborSpace proceeds from the Open Space Fees collected by D.O.R. in the amount described on Exhibit A (the "Grant") for the purpose of partially funding the Project; and

WHEREAS, NeighborSpace has agreed to use the Grant to pay for acquisition costs or capital improvements, or both, relating to the Project subject to the terms and conditions specified in the grant agreement attached hereto as Exhibit B (the "Grant Agreement"); and

WHEREAS, D.P.D. has determined that the use of the Open Space Fees to assist the Project will provide a direct and material benefit to each of the Fee-Paying Developments from which the Open Space Fees were collected in that the Open Space Fees used for the Project will come from the specific fund set up by D.O.R. for the corresponding Community Area in which a Fee-Paying Development is located and from which the Open Space Fees were collected; and

WHEREAS, D.P.D. has recommended that the City Council approve the use of the Open Space Fees for the Project; and

WHEREAS, D.P.D. has recommended that the City Council make a finding that the expenditure of the Open Space Fees as described herein will directly and materially benefit the Fee-Paying Developments from which the Open Space Fees were collected; now, therefore,

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

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

SECTION 2. The City Council hereby finds that the expenditure of the Open Space Fees as proposed on Exhibit A will directly and materially benefit the residents of those Fee-Paying Developments from which the Open Space Fees were collected and approves the use of the Open Space Fees for the Project.

SECTION 3. The Commissioner of D.P.D. (the "Commissioner") and a designee of the Commissioner are each hereby authorized, subject to the approval of the Corporation Counsel, to enter into a Grant Agreement with NeighborSpace in connection with the Project, in substantially the form attached hereto as Exhibit B and to provide Open Space Fees proceeds to NeighborSpace in the amount listed on Exhibit A from the corresponding fund to pay for expenses permitted under the Open Space Ordinance.

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

SECTION 5. This ordinance shall be in full force and effect from and after the date of its passage.

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

Exhibit "A".
(To Ordinance)

Project Description.

1. Fireman's Park

Address:	3354 West Diversey Avenue
Community Area:	Avondale
Description of Project:	Development and landscaping of a passive park with a fireman theme.
Amount of Open Space Fees:	Not to exceed \$35,000

Exhibit "B".
(To Ordinance)

Form Of Grant Agreement.

This grant agreement (this "Agreement") is entered into as of _____, ____ (the "Closing Date"), between the City of Chicago (the "City"), an Illinois municipal corporation, acting through its Department of Planning and Development ("D.P.D."),

and NeighborSpace, an Illinois not-for-profit corporation ("NeighborSpace"). NeighborSpace and the City are sometimes referred to herein as the "Parties".

Recitals.

Whereas, The Open Space Impact Fee Ordinance, Chapter 18 of Title 16 of the Municipal Code of Chicago (the "Code"), authorizes the collection of fees (the "Open Space Fees") as a condition of issuance of a building permit for proposed new dwelling units to ensure that adequate open space and recreational facilities are available to serve residents of new developments in the City; and

Whereas, The Department of Revenue has collected Open Space Fees for new dwelling units built in the Community of _____ (the "Open Space Fees Proceeds") and has deposited such Open Space Fees Proceeds in a separate fund identified by C.A.P.S. Code; and

Whereas, NeighborSpace was created as a collaboration among the City, the Chicago Park District, an Illinois municipal corporation, and the Forest Preserve District of Cook County, an Illinois special district, for the purposes of owning, leasing, managing or holding easements to typically small, open spaces in the City for development and maintenance by neighborhood community and business groups; and

Whereas, NeighborSpace wishes to [purchase] build and maintain a park to benefit the residents of the Community of _____ (the "Project") at _____, as legally described in (Sub)Exhibit A hereto (the "Property"); and

Whereas, D.P.D. desires to provide to NeighborSpace Open Space Fees in an amount not to exceed \$_____ (the "Grant") to undertake the Project; and

Whereas, On _____, the City Council of the City adopted an ordinance published in the *Journal of the Proceedings of the City Council* for said date at pages _____ to _____ finding, among other things, that the Project would provide a direct and material benefit to the residents of the new developments originating the Open Space Fees and authorizing the Grant subject to certain terms and conditions (the "Authorizing Ordinance"); and

Whereas, Under the terms and conditions hereof, the City agrees to make the Grant available to NeighborSpace; and

Whereas, The City and NeighborSpace have among their powers and authority to contract with each other to perform the undertakings described herein; and

Now Therefore, In consideration of the mutual covenants and agreements contained herein, the above recitals which are made a contractual part of this Agreement, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the City and NeighborSpace agree as follows:

Section 1.

The Grant.

1.1

Subject to the provisions set forth in this Agreement, the City will disburse the Grant to pay or reimburse NeighborSpace for all or part of the cost of completing the Project after the City has reviewed and approved a budget for the Project, in such detail and with such supporting documentation as the City may require.

1.2

NeighborSpace hereby acknowledges and agrees that the Grant must be used exclusively for the Project. If the Grant should exceed the costs of the Project, NeighborSpace must repay any such excess Grant funds to the City.

1.3

NeighborSpace is solely responsible for any fees, costs and expenses in excess of the amount of the Grant and will hold the City harmless from all such excess fees, costs and expenses.

1.4

The source of funds for the City's obligations under this Agreement is the fund identified by C.A.P.S. Code _____. NeighborSpace hereby acknowledges and agrees that the City's obligations hereunder are subject on every respect to the availability of funds as described in and limited by this Section 1.4. If no funds or insufficient funds are appropriated and budgeted in any fiscal period of the City for disbursements of the Grant, then the City will notify NeighborSpace in writing of that occurrence, and this Agreement will terminate on the earlier of the last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for disbursement under this Agreement are exhausted.

Section 2.

Covenants And Representations.

NeighborSpace hereby warrants, represents and/or covenants to the City that:

2.1

NeighborSpace will use the Grant solely for the Project and to pay for eligible costs as determined in the sole discretion of the City and outlined on (Sub)Exhibit B.

2.2

NeighborSpace will comply with all applicable federal, state and local statutes, laws, ordinances, rules, regulations and executive orders that are in effect from time to time that pertain to or affect the Project, NeighborSpace or the Grant. Upon the City's request, NeighborSpace will provide evidence of such compliance satisfactory to the City.

2.3

NeighborSpace agrees that provisions required to be inserted in this Agreement by laws, ordinances, rules, regulations or executive orders are deemed inserted whether or not they appear in this Agreement and that in no event will the failure to insert such provisions prevent the enforcement of this Agreement.

2.4

NeighborSpace has full power and authority to enter into and perform its obligations under this Agreement, and the signing and delivery of this Agreement and the performance of its obligations under this Agreement have been duly authorized by all requisite corporate action.

2.5

Signing, delivery and performance by NeighborSpace of this Agreement do not violate its bylaws, articles of incorporation, resolutions or any applicable provision of law, or constitute a material breach of, default under or require any consent under, any agreement, instrument or document, including any related to

borrowing monies, to which NeighborSpace is party or by which it is bound.

2.6

There are no actions or proceedings by or before any court, governmental commission, board, bureau or any other administrative agency pending, threatened or affecting NeighborSpace that would materially impair its ability to perform under this Agreement.

2.7

NeighborSpace is not in default on any loan or borrowing that may materially affect its ability to perform under this Agreement.

2.8

If the Grant, or a portion thereof, is used for construction, NeighborSpace and all its contractors and subcontractors shall meet labor standards and prevailing wage standards required by federal, state and City laws, regulations and ordinances.

2.9

NeighborSpace shall maintain and keep in force, at its sole cost and expense, at all times during its existence, insurance in such amounts and of such type as set forth in Section 4.

2.10

NeighborSpace shall at all times perform its work in fulfilling its corporate mission with the utmost care, skill and diligence in accordance with the applicable standards currently recognized in the community.

2.11

NeighborSpace is an Illinois not-for-profit corporation exempt from federal income taxation pursuant to Section 501(c)(3) of the Internal Revenue Code of 1986; and has provided the City a copy of the Internal Revenue Service Determination Letter evidencing such exemption. NeighborSpace shall at all times maintain such tax-exempt status.

2.12

NeighborSpace shall comply with all policies issued by the City relating to Illinois not-for-profit corporations and federal tax-exempt entities, as such policies may be modified, amended or supplemented from time to time.

2.13

NeighborSpace shall maintain title [control] to the Property for no less than fifty (50) years and shall operate it, or cause it to be operated, as a public park for such term.

*Section 3.**Environmental Matters.*

3.1

It shall be the responsibility of NeighborSpace, at its sole cost and expense, to investigate and determine the soil and environmental condition of the Property, including obtaining phase I and, if applicable, phase II environmental audits for the Property. The City makes no covenant, representation or warranty as to the environmental condition of the Property or the suitability of the Property as a public park or for any use whatsoever.

3.2

NeighborSpace agrees to carefully inspect the Property prior to commencement of any activity on the Property to ensure that such activity shall not damage surrounding property, structures, utility lines or any subsurface lines or cables. NeighborSpace shall be solely responsible for the safety and protection of the public. The City reserves the right to inspect the work being done on the Property. NeighborSpace agrees to restore the Property to its original condition in the event that the Property is not conveyed to NeighborSpace. NeighborSpace agrees to keep the Property free from all liens and encumbrances arising out of any work performed, materials supplied or obligations incurred by or for NeighborSpace.

3.3

Prior to inspecting the Property, NeighborSpace or its contractors must obtain insurance in accordance with Section 4 below, all necessary permits and, if applicable, a right of entry.

*Section 4.**Insurance.*

4.1

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

4.1.1 Workers' Compensation And Employer's Liability.

Workers' Compensation as prescribed by applicable law covering all employees who are to provide a service under this Agreement and Employer's Liability coverage with limits of not less than One Hundred Thousand Dollars (\$100,000) each accident or illness.

4.1.2 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. Coverages shall include the following: All premises and operations, products/completed operations, explosion, collapse, underground, separation of insureds, defense, and contractual liability (with no limitation endorsement). The City is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the work.

4.1.3 Automobile Liability (Primary And Umbrella).

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, NeighborSpace shall provide or cause to be provided, Automobile Liability Insurance with limits of not

less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage.

4.1.4 Professional Liability.

When any architects, engineers or professional consultants perform work in connection with this Agreement, NeighborSpace shall cause to be provided, Professional Liability insurance covering acts, errors, or omissions shall be maintained with limits of not less than One Million Dollars (\$1,000,000).

4.2

NeighborSpace will furnish to D.P.D. original Certificates of Insurance evidencing the required coverage to be in force on the Closing Date, 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. NeighborSpace shall submit evidence of insurance on the City's Insurance Certificate Form or equivalent prior to disbursement of the Grant. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in this Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all the requirements of this Agreement. The failure of the City to obtain certificates or other insurance evidence shall not be deemed to be a waiver by the City.

4.3

NeighborSpace shall advise all insurers of the provisions of this Agreement regarding insurance. Non-conforming insurance shall not relieve NeighborSpace of the obligation to provide insurance as specified herein. Nonfulfillment of the insurance conditions may constitute a violation of this Agreement, and the City retains the right to stop work until proper evidence of insurance is provided, or this Agreement may be terminated.

4.4

The required 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.

4.5

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

4.6

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

4.7

NeighborSpace expressly understands and agrees that any coverage and limits furnished by NeighborSpace shall in no way limit NeighborSpace's liabilities and responsibilities specified by this Agreement or by law.

4.8

NeighborSpace expressly understands and agrees that any insurance or self-insurance programs maintained by the City shall not contribute with insurance provided by NeighborSpace under this Agreement.

4.9

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.

4.10

NeighborSpace shall require all subcontractors to provide the insurance required herein or NeighborSpace may provide the coverages for subcontractors. All subcontractors shall be subject to the same insurance requirements of NeighborSpace unless otherwise specified herein.

4.11

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

*Section 5.**Indemnification.*

NeighborSpace will indemnify and defend the City, its officials, agents and employees (the "City Indemnities") against any losses, costs, damages, liabilities, claims, suits, actions, causes of action and expenses (including, without limitation, attorneys' and expert witnesses' fees and court costs) the City Indemnities suffer or incur arising from or in connection with the actions or omissions of NeighborSpace and/or any contractors or subcontractors in implementing the Project, if any, or NeighborSpace's breach of this Agreement. This defense and indemnification obligation survives any termination or expiration of this Agreement.

*Section 6.**No Liability Of Officials.*

No elected or appointed official or member or employee or agent of the City shall be charged personally by NeighborSpace or by an assignee or subcontractor, with any liability or expenses of defense or be held personally liable under any term or provision of this Agreement because of their execution or attempted execution or because of any breach hereof.

*Section 7.**Default And Remedies.**7.1*

If NeighborSpace, without the City's written consent, (i) fails to complete the Project within three hundred sixty-five (365) days after the Closing Date, or (ii) transfers title to the Property to a third party after the Closing Date, or (iii) defaults by failing to perform any of its obligations under this Agreement then the City may terminate this Agreement if such default is not cured as provided in Section 7.2. If the City so terminates this Agreement, NeighborSpace shall repay the City promptly any amounts received pursuant to this Agreement.

7.2

Prior to termination, the City will give NeighborSpace thirty (30) days advance written notice of the City's intent to terminate stating the nature of the default. If NeighborSpace does not cure the default within the thirty (30) day period, the termination will become effective at the end of the period. With respect to those defaults that are not capable of being cured within the thirty (30) day period, NeighborSpace will not be deemed to be in default if it has begun to cure the default within the thirty (30) day period and thereafter diligently and continuously prosecutes the cure of the default until cured.

7.3

The City may, in any court of competent jurisdiction, by any proceeding at law or in equity, seek the specific performance of this Agreement, or damages for failure of performance, or both.

*Section 8.**No Business Relationships With Elected Officials.*

8.1

Pursuant to Section 2-156-030(b) of the Code, it is illegal for any elected official of the City, or any person acting at the direction of such official, to contact, either orally or in writing, any other City official or employee with respect to any matter involving any person with whom the elected official has a business relationship, or to participate in any discussion in any City Council committee hearing or in any City Council meeting or to vote on any matter involving the person with whom an elected official has a business relationship. Violation of Section 2-156-030(b) by any elected official with respect to this Agreement shall be grounds for termination of this Agreement. The term business relationship is defined in Section 2-156-080 of the Code.

8.2

Section 2-156-080 of the Code defines a "business relationship" as any contractual or other private business dealing of an official, or his or her spouse, or of any entity in which an official or his or her spouse has a financial interest, with a person or entity which entitles an official to compensation or payment in the

amount of Two Thousand Five Hundred Dollars (\$2,500) or more in a calendar year; provided, however, a financial interest shall not include: (i) any ownership through purchase at fair market value or inheritance of less than one percent (1%) of the share of a corporation, or any corporate subsidiary, parent or affiliate thereof, regardless of the value of or dividends on such shares, if such shares are registered on a securities exchange pursuant to the Securities Exchange Act of 1934, as amended; (ii) the authorized compensation paid to an official or employee for his office or employment; (iii) any economic benefit provided equally to all residents of the City; (iv) a time or demand deposit in a financial institution; or (v) an endowment or insurance policy or annuity contract purchased from an insurance company. A "contractual or other private business dealing" shall not include any employment relationship of an official's spouse with an entity when such spouse has no discretion concerning or input relating to the relationship between that entity and the City.

Section 9.

General Conditions.

9.1 Assignment.

This Agreement, or any portion thereof, shall not be assigned by either Party without the express prior written consent of the other Party.

9.2 Construction Of Words.

As used in this Agreement, the singular of any word shall include the plural, and vice versa. Masculine, feminine and neuter pronouns shall be fully interchangeable, where the context so requires.

9.3 Counterparts.

This Agreement may be executed in counterparts and by different Parties in separate counterparts, with the same effect as if all Parties had signed the same document. All such counterparts shall be deemed an original, shall be construed together and shall constitute one and the same instrument.

9.4 Entire Agreement.

This Agreement contains the entire agreement between the City and NeighborSpace and supersedes all prior agreements, negotiation and discussion between them with respect to the Project.

9.5 Exhibits.

Any exhibits to this Agreement will be construed to be an integral part of this Agreement to the same extent as if the same had been set forth verbatim herein.

9.6 Governing Law, Venue And Consent To Jurisdiction.

This Agreement will be governed by and construed in accordance with the internal laws of the State of Illinois, without regard to its principles of conflicts of law. If there is a lawsuit under this Agreement, each Party agrees to submit to the jurisdiction of the courts of Cook County, the State of Illinois and the United States District Court for the Northern District of Illinois.

9.7 Inspection And Records.

NeighborSpace shall provide the City with reasonable access to its books and records relating to the Project and the Grant as shall be required by the City and necessary to reflect and disclose fully the amount and disposition of the Grant. Any duly authorized representative of the City shall, at all reasonable times, have access to all portions of the Property. The rights of access and inspection provided in this Section 9.7 shall continue for five (5) years from the later of the expiration or the termination of this Agreement

9.8 Modification.

This Agreement may not be modified or amended except by an agreement in writing signed by both Parties.

9.9 Notice.

Any notice, demand or communication required or permitted to be given hereunder shall be given in writing at the address set forth below by any of the following means: (a) personal service; (b) electronic communication, whether by telegram or fax; (c) overnight courier; or (d) registered or certified first class mail postage prepaid, return receipt requested.

To The City:

City of Chicago
Department of Planning and
Development
Attention: Commissioner
121 North LaSalle Street, Room 1000
Chicago, Illinois 60602
Phone: (Omitted for printing
purposes)
Fax: (Omitted for printing
purposes)

with copies to:

Department of Law
City of Chicago
Attention: Finance and Economic
Development Division
121 North LaSalle Street, Room 600
Chicago, Illinois 60602
Phone: (Omitted for printing
purposes)
Fax: (Omitted for printing
purposes)

To NeighborSpace:

NeighborSpace
25 East Washington Street, Suite 1650
Chicago, Illinois 60602
Attention: Executive Director
Phone: (Omitted for printing
purposes)
Fax: (Omitted for printing
purposes)

Any notice, demand or communication given pursuant to either clause (a) or (b) hereof shall be deemed received upon such personal service or upon dispatch by electronic means, respectively. Any notice, demand or communication given pursuant to clause (c) hereof shall be deemed received on the day immediately following deposit with the overnight courier. Any notice, demand or communication given pursuant to clause (d) hereof shall be deemed received three (3) business days after mailing. The Parties, by notice given hereunder, may designate any further or different addresses to which subsequent notices, demands or communications shall be given.

9.10 Parties' Interest/No Third Party Beneficiaries.

The terms and provisions of this Agreement shall be binding upon and inure to the benefit of, and be enforceable by, the respective successors and permitted assigns of the Parties. This Agreement shall not run to the benefit of, or be enforceable by, any person or entity other than a Party to this Agreement and its successors and permitted assigns. This Agreement should not be deemed to confer upon third parties any remedy, claim, right of reimbursement or other right. Nothing contained in this Agreement, nor any act of the City or NeighborSpace shall be deemed or construed by any of the Parties hereto or by third persons, to create any relationship of third party beneficiary, principal, agent, limited or general partnership, joint venture or any association or relationship involving the City or NeighborSpace.

9.11 Severability.

If any provision of this Agreement, or the application thereof, to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such provisions as applied to other persons, places and circumstances shall remain in full force and effect only if, after excluding the portion deemed to be unenforceable, the remaining terms shall provide for the consummation of the transactions contemplated hereby in substantially the same manner as originally set forth herein.

9.12 Term.

The term of this Agreement begins on the Closing Date and shall expire upon completion of the Parties' compliance with their respective obligations hereunder or termination of this Agreement according to its terms, whichever occurs first.

9.13 Titles And Headings.

Titles and headings in this Agreement are inserted for convenience and are not intended to be part of or affect the meaning or interpretation of this Agreement.

9.14 Waiver.

Waiver by the City with respect to the breach of this Agreement shall not be considered or treated as a waiver of the rights of the City with respect to any other default or with respect to any particular default except to the extent specifically waived by the City in writing.

2/6/2002

REPORTS OF COMMITTEES

78879

In Witness Whereof, Each of the Parties has caused this Agreement to be executed and delivered as of the Closing Date.

City of Chicago, an Illinois municipal
corporation acting by and through its
Department of Planning and
Development

By: _____
Commissioner

Neighborspace, an Illinois not-for-profit
corporation

By: _____
Executive Director

[(Sub)Exhibits "A" and "B" referred in this Form of Grant
Agreement unavailable at time of printing.]

AMENDMENT OF YEAR XXVIII COMMUNITY DEVELOPMENT BLOCK
GRANT ORDINANCE BY REALLOCATION OF AWARDS
TO CERTAIN DELEGATE AGENCIES.

The Committee on the Budget and Government Operations submitted the following
report:

CHICAGO, February 6, 2002.

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 an amendment to the Year XXVIII Community Development Block Grant Ordinance necessary to transfer funds to specific agencies, and having been presented with a proposed substitute ordinance from the Office of Budget and Management, and 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) WILLIAM M. BEAVERS,
Chairman.

On motion of Alderman Beavers, 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, Hairston, Beavers, Stroger, Beale, Pope, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Hansen, Levar, Shiller, Schuler, M. Smith, Moore -- 48.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, By ordinance passed by the City Council of the City of Chicago (the "City") the City Council authorized the projected use of Community Development Block Grant ("C.D.B.G.") entitlement funds for the Year XXVIII, unexpended funds

of prior federal years and related revenues and appropriated those funds (the "Year XXVIII C.D.B.G. Ordinance"); and

WHEREAS, Pursuant to this ordinance, the reprogramming of funds is subject to review and approval by the Council; and

WHEREAS, The City wishes to support efforts to increase support for economic development access to affordable housing, child health intervention, services for the disabled and emergency food; and

WHEREAS, The City desires to adjust funding awards for certain delegate agencies through the departments of Planning and Development, Housing, Public Health, Mayor's Office for People with Disabilities and Human Services; now, therefore,

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

SECTION 1. The Year XXVIII C.D.B.G. Ordinance, as amended, is hereby further amended by striking the words and figures and adding the words and figures indicated in Exhibit A attached hereto.

SECTION 2. This ordinance shall be in full force and effect from and after its passage.

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

Exhibit "A".

*Amendment To C.D.B.G. Year XXVIII Ordinance
Fund 856 -- Community Development Block Grant Year XXVIII.*

Code	Department And Item	Strike Amount	Add Amount
	Reallocation Of Unspent Community Development Block Grant Funds From Prior Years	\$17,619,864	\$17,704,864

Code	Department And Item	Strike Amount	Add Amount
	Total Year XXVIII C.D.B.G. Appropriation	\$134,697,025	\$134,782,025
	Planning And Development Community Development Assistance -- 2515		
0135	For Delegate Agencies		
	Little Village Chamber Of Commerce	75,000	90,000
	Local Industrial Retention Initiative (L.I.R.I.) -- 2555		
0135	For Delegate Agencies		
	Little Village Community Development Corporation	60,000	70,000
	Department Of Housing -- 21 Housing Resource Centers -- 2530		
0135	For Delegate Agencies		
	West Avalon Civic Group	0	35,000
	Department Of Public Health Child Health Intervention -- 2585		
0135	For Delegate Agencies		
	Woodlawn Intergenerational Alternative High School	48,000	0
	Prologue, Inc.	0	48,000

2/6/2002

REPORTS OF COMMITTEES

78883

Code	Department And Item	Strike Amount	Add Amount
	Mayor's Office For People With Disabilities Independent Living For Disabled Persons -- 2510		
0135	For Delegate Agencies		
	Recording For Blind And Dyslexic	\$25,000	\$50,000
	Department Of Human Services Emergency Food Program -- 2525		
0135	For Delegate Agencies		
	T.B.D.	1,890,000	0
	St. Augustine Center For American Indians	0	72,000
	Chicago Anti-Hunger Federation	0	277,520
	Greater Chicago Food Depository	0	1,540,480

COMMITTEE ON BUILDINGS.

AMENDMENT OF TITLE 11, CHAPTER 16 OF MUNICIPAL CODE
OF CHICAGO BY RECODIFICATION OF REGULATORY
REQUIREMENTS CONCERNING CONSTRUCTION
AND MAINTENANCE OF SEWER STRUCTURES.

The Committee on Buildings submitted the following report:

CHICAGO, February 6 , 2002.

To the President and Members of the City Council:

Your Committee on Buildings, having had under consideration a proposed ordinance introduced by the Mayor (which was referred on January 16, 2002 and a substitute introduced directly into committee, accepted, adopted and passed on January 31, 2002) concerning the amended sewer ordinance, begs leave to recommend that Your Honorable Body do *Pass* the substitute ordinance which is transmitted herewith.

This recommendation was concurred in by the members of the Committee, with no dissenting votes.

This ordinance shall take effect upon its passage and publication.

Respectfully,

(Signed) BERNARD L. STONE,
Chairman.

(Signed) THOMAS W. MURPHY,
Vice-Chairman.

On motion of Alderman Murphy, 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, Hairston, Beavers, Stroger, Beale, Pope, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 48.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, In spring of 2001, the Department of Sewers undertook a comprehensive review of the regulatory provisions which govern its functions; and

WHEREAS, Based on that review, the Department determined that a recodification of existing regulatory requirements was necessary to delete obsolete provisions; to clarify ambiguous provisions; and to contribute to the progressive development of the law by updating departmental standards and materials specifications to reflect recent technological innovations, as well as the requirements of the city's new private drain program; and

WHEREAS, The Department also determined that its ability to protect homeowners against contractors who do illegal or substandard work would be greatly enhanced if the current fine structure was revised and the Department was authorized to issue stop work orders; now, therefore,

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

SECTION 1. The Municipal Code of Chicago is hereby amended by repealing the existing Chapter 11-16 and inserting in its place a new Chapter 11-16, as follows:

Article I.

General Provisions.

11-16-010. Definitions.

As used in this chapter:

"A.S.T.M." means American Society for Testing Materials.

"City" means City of Chicago.

"Commissioner" means commissioner of sewers.

"Department" means department of sewers.

"Videotapes" or "videotaping" means closed circuit inspection.

11-16-020. Care Of Sewers, Sewer Structures And Drains.

All city-owned sewers, sewer structures and drains in any public way or public place in the city, or owned by the city but located outside the city limits, shall be the responsibility of the department and shall be maintained clean and free from obstruction. The commissioner shall cause repairs to be made as necessary to sewer structures, drains, receiving basins, culverts and any connected openings.

The commissioner shall determine the method by which sewers or drains shall be pierced and opened, and the form, size and materials to be used when any connection is made to any sewer or drain within the corporate limits of the city. The commissioner is authorized to permit lateral connections to be made to sewers.

The property owner is responsible for sewer connections to new construction or substantially rehabilitated buildings. The property owner shall maintain clean and free from obstruction any private drain, house sewer or other sewer structure up to the point where it connects to the city-owned sewer. If a new private drain, house sewer or sewer structure is necessary to accommodate a reconstructed or substantially rehabilitated building on any property, the property owner shall, at his own expense, replace the private drain, house sewer or sewer structure up to the point where it connects to the city-owned sewer; provided, however, that in cases involving residential buildings of four or fewer units, it shall be the department's duty to make any necessary repairs to the private drain, house sewer or other sewer structure from the point where the private drain, house sewer or other sewer structure crosses the property line to the point where it connects to the city-owned sewer, unless the property owner intentionally or wantonly caused the damage necessitating the repair.

11-16-030. Permit - Required.

No person shall build, lay, rod, videotape a main sewer, clean, line or pump into any sewer or sewer structure or drain upon private property of the public way without first having obtained a permit from the department; provided, however, that no permit shall be required for a building's owner, or property manager, or an employee of any of the above to rod or clean any private drain on that property.

No person shall construct any drain or make any connection to any City of Chicago public sewer, private sewer or waterway without first having obtained a permit from the department, and, if required, from the general superintendent of the Metropolitan Water Reclamation District and any other applicable agencies.

No person shall excavate or make any opening upon the public way or other public place without first having obtained a permit from the department of transportation.

No person shall seal or abandon any sewer or sewer structure unless a permit is first obtained from the department and the sealing or abandonment is done in the presence of an inspector from the department.

No person shall uncover or excavate under or around any public sewer, for any purpose, without first having obtained the written consent of the department.

No person shall lay, alter or repair any part of a house drain or drains, or any part of a catch basin or strainer of a house drain or drains, or any part of a cesspool or water closet connecting with any public sewer unless a permit is first obtained from the department.

Any person who violates this section shall be fined \$200 for the first offense, and \$1,000 for the second and any subsequent offense. Any licensed drain layer who violates this section three or more times within any calendar year shall have his license suspended or revoked in accordance with Section 4-28-140 of this code.

11-16-040. Permit – Exception – Starting Work Without A Permit.

If the work involves in kind replacement or less than 20 feet of an existing sewer system, or if the work involves rodding, a licensed drain layer may start work without first having obtained a permit if the licensed drain layer (1) calls and registers with the department prior to beginning the work; and (2) pays the permit fees no later than 30 days after the work has been completed; and (3) in the case of in kind replacement, requests an inspection by the department. If the permit fee is not paid within the required 30 day period, the fee shall double and no new permit under this chapter shall be issued to the licensee until the permit fee is paid.

11-16-050. Permit – Application.

An application for any permit issued under this chapter shall be made to the commissioner on a form provided by the department and shall be accompanied by the following:

- (1) any statements, drawings, designs, plans, specifications and related documents showing the location, configuration, dimensions and details of construction of the permitted work as the commissioner may require;*

(2) the name and license number of the licensed drain layer who will perform the work, unless the work to be performed is sealing;

(3) a written agreement that the permitted work shall be done in compliance with the requirements of this code, including, but not limited to, any requirements governing excavation in a public way or public place;

(4) an indemnification agreement as required by Section 11-16-070;

(5) the permit fee; and

(6) any other information that the commissioner may require.

11-16-060. Permit - Approval Of Plans Required.

No permit shall be issued under this chapter unless the commissioner approves in writing any statements, drawings, plans, specifications and related documents submitted pursuant to Section 11-16-050(1) of this chapter.

11-16-070. Permit - Indemnification Agreement Required.

An applicant for a permit under this chapter shall agree to indemnify, defend and hold the city harmless against all liabilities, judgments, costs and expenses which may in any way result from the issuance of any permit under this chapter.

11-16-080. Permit - Fees.

The commissioner is authorized to issue permits under this chapter. Permit fees shall be charged as follows:

(A) Connections To Public Sewers And Extensions Of Private Drains.

6" Diameter and Smaller	\$65.00
8" Diameter	\$85.00
10" to 16" Diameter	\$140.00
18" to 21" Diameter	\$180.00

24" and Larger	\$250.00
Connections by Public Agencies of Branch Sewers or Catch Basin Drains to Main Sewers	\$85.00 to \$350.00
(B) Repairs and/or Additions to Existing Sewers up to 20 Feet.	
6" Diameter and Smaller	\$55.00
8" Diameter	\$75.00
Over 8" Diameter	\$100.00
Repairs or Adjustment of a Sewer Structure in Public Way or on Private Property	\$40.00
Repair of an Existing Flood Control System on Private Property	\$20.00
(C) Rodding or Cleaning of Private Drains	\$15.00
(D) Seal Permits (Demolition)	\$85.00
(E) Miscellaneous Permit Fees	
Sump Pump Only Installation	\$40.00
Sump Pump and Drain Tile Installation	\$80.00
Flood Control and Overhead Conversion	\$80.00
Inspection Manholes (per Manhole)	\$80.00
Each Townhouse/ Single-Family Residence Unit of a Planned Development or Subdivision (Each House)	\$55.00
Pumping Water from Basements of Residential Buildings up to Six Flat Apartment Buildings	\$25.00

Other Pumping Operations (Minimum Charge of
\$100 or Based on Volume of Discharge at Sewer
Service Charge Rate) \$0.000868476
per gallon,
min. \$100.00

Stubs (per Stub) \$40.00

Installation of Testing Equipment in a Manhole \$100.00

(F) *Fees for Videotaping, Cleaning, Lining and Inspections of Main
Sewers.*

From Zero to 500 Linear Feet of Sewer \$75.00

From 501 to 1000 Linear Feet of Sewer \$150.00

Over 1000 Linear Feet of Sewer \$225.00

Article II.

Other Prohibited Activities.

11-16-090. Materials Specifications – Requirements And Exception.

Except where sewers are to be laid in accordance with the provisions of a special assessment or special taxation ordinance, no person shall construct, lay or rebuild any sewer in any portion of the public way of the city that does not comply with the materials specifications required by this chapter.

11-16-100. Conformity To Approved Plans And Specifications – Required.

Any person to whom a permit is issued under this chapter shall strictly comply with any statement, drawing, plan, design or specification submitted to and approved by the commissioner pursuant to Sections 11-16-050(1) and 11-16-060. No alteration, change or adjustment shall be made to any statement, drawing, plan, design or specification which the commissioner has approved without the commissioner's written consent; nor shall any person otherwise deviate from the terms of any permit

issued under this chapter without the commissioner's written consent.

Any person who causes any repair or alteration to be made in violation of this section shall be fined \$100 for the first and second offense; \$200 for the third and fourth offense; and \$300 for the fifth and sixth offense. Any seventh or subsequent offense within any calendar year shall result in suspension of the person's permit in accordance with Section 11-16-290. Any licensed drain layer who violates this section more than six times within any year shall have his license suspended or revoked in accordance with Section 4-28-140 of this code. No permit suspended or revoked pursuant to this section shall be reinstated until all code violations relating to the suspension or revocation have been remedied and all assessed penalties and fees have been paid.

11-16-110. Obstructing Or Damaging Sewer Structures.

No person shall stop or obstruct the passage of water in any street, gutter, public sewer, culvert, water pipe or hydrant.

No person shall injure, break or remove any portion of any receiving basin covering flag, manhole, sewer or utility access, vent or drain.

No person shall place or deposit any substance or combination of substances exceeding one ton in weight upon any wharf or bulkhead through which any sewer or drain runs or upon any sewer or drain located within three feet of the surface of any street.

Any person who damages or causes damage to any sewer or sewer structure in the public way or other public place shall promptly notify the department and shall repair the damage in conformity with department standards and subject to department approval. If the damage is not repaired in compliance with the requirements of this section, the commissioner shall cause repairs to be made at the person's expense. Such person shall pay the city in full for any costs and expenses which the city incurs in connection with the performance of that work. Any person who violates this section shall be fined \$500.

11-16-120. Discharging Prohibited Substances.

No person shall discharge or cause to be discharged into any portion of the sewer system or waterway any of the following materials: any steam, chemicals, grease, oil, fatty matter, butcher's offal, garbage, dead animals, stone or dust; any waste capable of causing obstructions of any kind or of destroying or corroding masonry;

any prohibited wastes as defined by the Metropolitan Water Reclamation District, the department of environment or any other governmental agency charged with regulation of waste disposal; or any other material which the commissioner determines is likely to obstruct or stop the flow of wastewater in the public sewer system. A catch basin or other device approved by the commissioner shall be used to prevent any prohibited material from reaching the public sewer system.

Any person who violates this section shall promptly notify the department. Such person shall clean up and dispose of the prohibited substance subject to department approval and in conformity with the requirements of this code, all rules and regulations promulgated thereunder and all other applicable laws. If the prohibited substance is not cleaned up and disposed of in compliance with the requirements of this section, the commissioner shall cause the prohibited substance to be cleaned up and disposed of at the person's expense. Such person shall pay the city in full for any costs and expenses which the city incurs in connection with the performance of that work.

Any person who violates this section shall be fined \$500.

11-16-130. Cleaning Catch Basins.

No person shall remove the contents of any catch basin in any public way except in a vehicle equipped with steel or iron containers having a capacity of not less than 80 cubic feet, nor more than 450 cubic feet.

Article III.

Other Legal Duties.

11-16-140. Compliance With Code -- Required.

It shall be the duty of any person who constructs or uses any private drain, sewer, cesspool, water closet pipe or any other pipe connecting with or into any city-owned sewer to do so in strict conformity with the requirements of this code and with the orders and directions of the commissioner of sewers and the commissioner of health.

11-16-150. Duty To Repair.

It shall be the duty of the property owner to maintain clean and free from obstruction any private drain, house sewer or other sewer structure up to the point where it connects to the city-owned sewer and to make any necessary repairs to the private drain, house sewer or sewer structure, except as indicated in Section 11-16-020.

If the property owner violates this section, the commissioner shall notify the owner in writing of his duty to maintain or repair the private drain house sewer or sewer structure. The notification shall be sent via certified mail and shall contain the following information: (i) a statement describing the maintenance or repairs to be made; (ii) the number of days allowed for compliance with this section; (iii) the penalty for noncompliance; and (iv) the date the notification was sent.

If the maintenance or repairs described in the notification are not completed within five days after the notification is sent, the commissioner shall cause the maintenance or repairs to be done at the owner's expense. The owner shall pay the city in full for any costs and expenses which the city incurs in connection with the performance of that work; provided, however, that (1) if the damage necessitating any maintenance or repair was caused by a utility company, the utility company shall be liable for any costs or expenses incurred by the city in connection with the performance of that work; and (2) the owner shall not be liable to the city for any damage to any private drain, house sewer or sewer structure caused by the city or its employees or agents in the performance of city business.

11-16-160. Duty To Grant Access.

No person shall refuse to grant the commissioner or his authorized agents access to any premises for any purpose described in Section 11-16-260.

*Article IV.**Materials.**11-16-170. Materials – General Requirements.*

All sewers laid by private contract in any public way shall be made of ductile iron pipe, vitrified clay pipe, reinforced concrete sewer pipe, concrete molded in place,

segmented vitrified tile, corrugated wrought iron, brick or any other materials approved by the commissioner. All sewer lining shall be made of unsaturated polyester resin, or epoxy vinyl ester resin, or an equally compatible resin. The materials used shall be subject to the commissioner's approval based on his assessment of the material's suitability to the size and location of the sewer and the signature of any effluent passing through the sewer.

Any material used in any sewer system or part thereof shall be free from defects and shall conform to the requirements of this chapter.

11-16-180. Cast Iron.

All cast iron pipe and special casting shall conform to the latest standard specifications for cast iron pipe and special castings adopted by the American Waterworks Association.

11-16-190. Ductile Iron Pipe.

All ductile iron pipe shall conform to the latest standard specifications for ductile iron pipe adopted by the American Waterworks Association.

11-16-200. Vitrified Clay Pipe.

All vitrified clay pipe shall conform to the latest edition of the A.S.T.M.'s "Standard Specifications for Clay Sewer Pipe" (Serial Designation: C-4-62 or C-700-88).

11-16-210. Concrete Sewer Pipe.

All concrete sewer pipe shall conform to the latest edition of the A.S.T.M.'s "Standard Specifications for Concrete Sewer Pipe" (Serial Designation: C-14-88).

11-16-220. Reinforced Concrete Sewer Pipe.

All reinforced concrete sewer pipe shall conform to the latest edition of the A.S.T.M.'s "Standard Specifications for Concrete Sewer Pipe" (Serial Designation: C-76-88).

11-16-230. Reinforced Concrete Culvert Pipe.

All reinforced concrete culvert pipe shall conform to the latest edition of the A.S.T.M.'s "Standard Specifications for Concrete Sewer Pipe" (Serial Designation: C-76-88).

Article V.

Inspections.

11-16-240. Inspection -- Required.

Prior to the completion of any work on any drain pipe or sewer, and except as otherwise provided in this section, the department shall inspect the work to determine its compliance with the requirements of this code, with all rules and regulations promulgated thereunder, and with all other applicable laws.

It shall be unlawful for any person who constructs, repairs, adjusts, seals, cleans, lines, videotapes a main sewer, or installs any drain pipe, sewer or sewer structure to cover or otherwise complete any work on any drain pipe, sewer or sewer structure without first having requested and passed an inspection by the department; provided, however, that no inspection shall be required for rodding a drain pipe or sewer. If an inspection is not requested as required by this section, the department shall order the drain pipe, sewer or sewer structure to be uncovered so that a manual or closed circuit television inspection can be conducted by or in the presence of a department inspector.

Any person who violates this section shall be fined \$200 for the first offense and \$1,000 for the second and any subsequent offense. Any licensed drain layer who violates this section three or more times within any calendar year shall have his license suspended or revoked in accordance with Section 4-28-140 of this code.

11-16-250. Inspection -- Fees.

The commissioner shall cause inspections to be made as required by this chapter. All fees for such inspections shall be as set forth in this section; provided, however, that single family residences shall not be subject to an inspection fee under this chapter, nor shall any inspection fee be charged for rodding, repairing, cleaning or lining any drain pipe or for videotaping the main sewer.

Inspection fees shall be charged as follows:

<i>6" Diameter and Smaller</i>	<i>\$0.70 per foot</i>
<i>8" Diameter</i>	<i>\$0.90 per foot</i>
<i>10" Diameter</i>	<i>\$1.05 per foot</i>
<i>12" Diameter</i>	<i>\$1.15 per foot</i>
<i>14" Diameter</i>	<i>\$1.25 per foot</i>
<i>15" Diameter</i>	<i>\$1.30 per foot</i>
<i>16" Diameter</i>	<i>\$1.40 per foot</i>
<i>18" Diameter</i>	<i>\$1.50 per foot</i>
<i>21" Diameter</i>	<i>\$1.60 per foot</i>
<i>24" Diameter</i>	<i>\$1.75 per foot</i>
<i>27" Diameter</i>	<i>\$1.90 per foot</i>
<i>30" Diameter</i>	<i>\$2.00 per foot</i>
<i>36" Diameter</i>	<i>\$2.15 per foot</i>
<i>42" Diameter</i>	<i>\$2.30 per foot</i>
<i>Manholes</i>	<i>\$18.00 each</i>
<i>Catch Basins</i>	<i>\$18.00 each</i>
<i>Inlets</i>	<i>\$18.00 each</i>
<i>Inspections During Non-regular Working Hours</i>	<i>\$50.00 per hour in addition to the above</i>

Special Inspection Fee (per Plant)
Required by the United States Department
of Agriculture \$100.00

Paving Contracts Involving Adjustments to
Sewer Appurtenances \$200.00 per mile
of street paved
(or fraction thereof)

Additional Inspections Required Due
Deficiencies in Work \$200.00 per mile
(or fraction thereof)

11-16-260. Inspections -- Access Required.

Any day between the hours of 7:00 A.M. and 6:00 P.M., or in case of an emergency, the commissioner and his authorized agents shall have free and unobstructed access to any part of any premises where house drains, house sewers, sewer structures, cesspools or water closets are connected with or drain into any public sewer. Such access shall be limited to the following purposes: (1) inspecting the construction, condition and usage of any house drain, house sewer, sewer structures, cesspool or water closet; and (2) making necessary repairs or alterations to any house drain, house sewer, sewer structures, cesspool or water closet.

Article VI.

Enforcement.

11-16-270. Violation -- Penalty.

Except as otherwise provided in this chapter, any person who violates any of the provisions of this chapter shall be fined not less than \$500, nor more than \$1,000, for each offense.

11-16-280. Stop Work Order.

In addition to any other penalties provided by this chapter, if any construction, alteration, repair or installation is done on any sewer or sewer structure in violation

of any of the provisions of this code, the department may issue a stop work order directing that such work cease and desist immediately.

11-16-290. Permits – Suspension And Revocation.

Except as otherwise provided in this chapter, the commissioner may suspend or revoke any permit issued under this chapter, or deny the permit application of any person, if such person is adjudged by an administrative law officer or a court of competent jurisdiction to have committed three or more violations of this chapter, or any regulations promulgated thereunder, within any calendar year. No permit suspended or revoked pursuant to this section shall be reinstated until all code violations related to the suspension or revocation have been remedied and all assessed penalties and fees have been paid.

11-16-300. Regulations.

The commissioner shall have the authority to promulgate rules and regulations necessary to implement the provisions of this chapter.

SECTION 2. This ordinance shall be in full force and effect immediately upon 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, February 6, 2002.

To the President and Members of the City Council:

Your Committee on Buildings, having had under consideration twenty-four proposed sign orders (which were referred January 16, 2002) 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 (one -- 12th Ward, two -- 14th Ward, one -- 19th Ward, two -- 24th Ward, one -- 25th Ward, five -- 27th Ward, two -- 32nd Ward, one -- 36th Ward, two -- 38th Ward, two -- 41st Ward, three -- 42nd Ward, one -- 43rd Ward and one -- 50th Ward) transmitted herewith.

This recommendation was concurred in by the Committee members of the Committee on Buildings, with no dissenting votes.

These orders shall be in full force and effect from and after their passage and publication.

Respectfully,

(Signed) BERNARD L. STONE,
Chairman.

(Signed) THOMAS W. MURPHY,
Vice-Chairman.

On motion of Alderman Murphy, the said proposed orders transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Hairston, Beavers, Stroger, Beale, Pope, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 48.

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):

8300 West Belmont Avenue.

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to White Way Sign and Maintenance Company, 1317 North Clybourn Avenue, Chicago, Illinois 60610, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 8300 West Belmont Avenue:

Dimensions: length, 8 feet; height, 18 feet
Height Above Grade/Roof to Top of Sign: 21 feet
Total Square Foot Area: 144 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.

1824 North Besly Court.

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Billboards, Inc., 15926 West 81st Avenue, Dyer, Indiana 46311, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 1824 North Besly Court:

Dimensions: length, 70 feet; height, 17 feet
Height Above Grade/Roof to Top of Sign: 48 feet
Total Square Foot Area: 1,190 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.

2330 -- 2338 West Cermak Road.

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to The Holland Design Group, Inc., 1090 Brown Street, Wauconda, Illinois 60084, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 2330 -- 2338 West Cermak Road:

Dimensions: length, 14 feet; height, 27 feet
Height Above Grade/Roof to Top of Sign: 27 feet
Total Square Foot Area: 378 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.

20 West Chestnut Street.
(Chestnut Street Side -- 5th Floor)

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to DG-Design Group Signage Corp., 265 Old Higgins Road, Des Plaines, Illinois 60018, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at Sofitel Accor Hotels & Resorts, 20 West Chestnut Street (Chestnut Street side -- 5th floor):

Dimensions: length, 20 feet; height, 5 feet, 9¼ inches
Height Above Grade/Roof to Top of Sign: 47 feet, 9 inches
Total Square Foot Area: 116 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.

20 West Chestnut Street.
(Wabash Avenue Side -- 5th Floor)

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to DG-Design Group Signage Corp., 265 Old Higgins Road, Des Plaines, Illinois 60018, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at Sofitel Accor Hotels & Resorts, 20 West Chestnut Street (Wabash Avenue side -- 5th floor):

Dimensions: length, 20 feet; height, 5 feet, 9¼ inches
Height Above Grade/Roof to Top of Sign: 47 feet, 9 inches
Total Square Foot Area: 116 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.

20 West Chestnut Street.
(Wabash Avenue Side -- 33rd Floor)

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to DG-Design Group Signage Corp., 265 Old Higgins Road, Des Plaines, Illinois 60018, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at Sofitel Accor Hotels & Resorts, 20 West Chestnut Street (Wabash Avenue side -- 33rd floor):

Dimensions: length, 45 feet; height, 14 feet
Height Above Grade/Roof to Top of Sign: 332 feet, 3 inches
Total Square Foot Area: 630 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.

212 -- 224 West Chicago Avenue.
(East Elevation)

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Clear Outdoor Media, L.L.C., 770 North LaSalle Street, Suite 600, Chicago, Illinois 60610, for the erection of an advertising sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 212 -- 224 West Chicago Avenue (illuminated) (east elevation):

Dimensions: length, 24 feet; height, 26 feet
Height Above Grade/Roof to Top of Sign: 42 feet
Total Square Foot Area: 624 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.

212 -- 224 West Chicago Avenue.
(West Elevation)

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Clear Outdoor Media, L.L.C., 770 North LaSalle Street, Suite 600, Chicago, Illinois 60610, for the erection of an advertising sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 212 -- 224 West Chicago Avenue (illuminated) (west elevation):

Dimensions: length, 24 feet; height, 26 feet
Height Above Grade/Roof to Top of Sign: 42 feet
Total Square Foot Area: 624 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.

2151 West Devon Avenue.

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Kieffer Co., 1322 Barclay Boulevard, Buffalo Grove, Illinois 60089, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at Save-A-Lot, 2151 West Devon Avenue:

Dimensions: length, 23 feet; height, 6 feet, 6 inches
Height Above Grade/Roof to Top of Sign: 19 feet
Total Square Foot Area: 150 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.

2001 North Elston Avenue.

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to RB Signs, 4543 West Addison Street, Chicago, Illinois 60641, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 2001 North Elston Avenue:

Dimensions: length, 45 feet; height, 8 feet
Height Above Grade/Roof to Top of Sign: 3 feet
Total Square Foot Area: 360 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.

1967 North Halsted Street.

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Voytek Custom Builders, 1920 Calvin Court, River Woods, Illinois 60015, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at Giselles, 1967 North Halsted Street:

Dimensions: length, 12 feet; height, 12 feet
Height Above Grade/Roof to Top of Sign: 30 feet
Total Square Foot Area: 144 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.

*5200 West Irving Park Road.
(210 Square Feet Per Face)*

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to White Way Sign and Maintenance Company, 1317 North Clybourn Avenue, Chicago, Illinois 60610, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 5200 West Irving Park Road:

Dimensions: length, 16 feet; height, 10 feet (upper sign)
Dimensions: length, 10 feet; height, 5 feet (lower sign)
Height Above Grade/Roof to Top of Sign: 27 feet
Total Square Foot Area: 210 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.

5200 West Irving Park Road.
(800 Square Feet)

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to White Way Sign and Maintenance Company, 1317 North Clybourn Avenue, Chicago, Illinois 60610, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 5200 West Irving Park Road:

Dimensions: length, 100 feet; height, 8 feet
Height Above Grade/Roof to Top of Sign: 10 feet
Total Square Foot Area: 800 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.

801 West Madison Street.

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to White Way Sign and Maintenance Company, 1317 North Clybourn Avenue, Chicago, Illinois 60610, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 801 West Madison Street:

Dimensions: length, 8 feet; height, 58 feet, 7 inches
Height Above Grade/Roof to Top of Sign: 78 feet
Total Square Foot Area: 469 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.

6190 North Northwest Highway.
(128 Square Feet)

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to White Way Sign and Maintenance Company, 1317 North Clybourn Avenue, Chicago, Illinois 60610, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 6190 North Northwest Highway:

Dimensions: length, 32 feet; height, 4 feet
Height Above Grade/Roof to Top of Sign: 13 feet, 4 inches
Total Square Foot Area: 128 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.

6190 North Northwest Highway.
(132 Square Feet)

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to White Way Sign and Maintenance Company, 1317 North Clybourn Avenue, Chicago, Illinois 60610, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 6190 North Northwest Highway:

Dimensions: length, 33 feet; height, 4 feet
Height Above Grade/Roof to Top of Sign: 13 feet
Total Square Foot Area: 132 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.

1919 West Pershing Place.

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Nu-Way Signs, 8140 Ridgeway Avenue, Skokie, Illinois 60076, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at W. F. Halls Self Storage, 1919 West Pershing Place:

Dimensions: length, 16 feet; height, 19 feet
Height Above Grade/Roof to Top of Sign: 26 feet
Total Square Foot Area: 608 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.

420 South Pulaski Road.
(19 Feet Above Grade)

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Kieffer & Co., Inc., 1322 Barclay Boulevard, Buffalo Grove, Illinois 60089, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at Save-A-Lot, 420 South Pulaski Road:

Dimensions: length, 23 feet; height, 6 feet, 6 inches
Height Above Grade/Roof to Top of Sign: 19 feet
Total Square Foot Area: 150 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.

420 South Pulaski Road.
(24 Feet Above Grade)

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Kieffer & Co., Inc., 1322 Barclay Boulevard, Buffalo Grove, Illinois 60089, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at Save-A-Lot, 420 South Pulaski Road:

Dimensions: length, 23 feet; height, 6 feet, 6 inches
Height Above Grade/Roof to Top of Sign: 24 feet
Total Square Foot Area: 150 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.

11400 South Pulaski Road.

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Bright Light Sign Company, 490 Telser Road, Lake Zurich, Illinois 60047, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at McCarthy Ford, Inc., 11400 South Pulaski Road:

Dimensions: length, 17 feet, 5 inches; height, 7 feet, 3 inches
Height Above Grade/Roof to Top of Sign: 41 feet
Total Square Foot Area: 126 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.

801 West Randolph Street.

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Delta Pi Media, L.L.C., 850 North State Street, Suite 20H, Chicago, Illinois 60610, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 801 West Randolph Street:

Dimensions: length, 11 feet; height, 19 feet
Height Above Grade/Roof to Top of Sign: 47.5 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.

801 -- 807 West Randolph Street.

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Delta Pi Media, L.L.C., 850 North State Street, Suite 20H, Chicago, Illinois 60610, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 801 -- 807 West Randolph Street:

Dimensions: length, 36 feet; height, 14 feet
Height Above Grade/Roof to Top of Sign: 25 feet
Total Square Foot Area: 504 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.

5370 South Western Avenue.
(Johnson Auto World)

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to RB Sign Company, 4543 West Addison Street, Chicago, Illinois 60641, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at Johnson Auto World, 5370 South Western Avenue:

Dimensions: length, 40 feet; height, 3 feet
Height Above Grade/Roof to Top of Sign: 12 feet
Total Square Foot Area: 120 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.

5370 South Western Avenue.
(Koestner Collision Center)

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to RB Sign Company, 4543 West Addison Street, Chicago, Illinois 60641, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at Koestner Collision Center, 5370 South Western Avenue:

Dimensions: length, 40 feet; height, 3 feet
Height Above Grade/Roof to Top of Sign: 12 feet
Total Square Foot Area: 120 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 COMMITTEES, RULES AND ETHICS.

**CORRECTIONS OF JOURNALS OF THE PROCEEDINGS
OF THE CITY COUNCIL.**

The Committee on Committees, Rules and Ethics submitted the following report:

CHICAGO, February 6, 2002.

To the President and Members of the City Council:

Your Committee on Committees, Rules and Ethics, having held a meeting on February 6, 2002 for the purpose of considering the following:

A Journal correction (PJC2002-1) correcting page 72979 from the Journal of the Proceedings of the City Council of the City of Chicago of November 28, 2001 (Natarus);

A Journal correction (PJC2002-2) correcting page 71397 from the Journal of the Proceedings of the City Council of the City of Chicago of October 31, 2001 (Natarus);

A Journal correction (PJC2002-3) correcting page 68741 from the Journal of the Proceedings of the City Council of the City of Chicago of October 3, 2001 (Burke);

A Journal correction (PJC2002-4) correcting page 71362 from the Journal of the Proceedings of the City Council of the City of Chicago of October 31, 2001 (Natarus);

A Journal correction (PJC2002-5) correcting page 26013 from the Journal of the Proceedings of the City Council of the City of Chicago of February 16, 2000 (City Clerk Laski),

having had the same under advisement, begs leave to report and recommend that Your Honorable Body Approve said *Journal* corrections transmitted herewith.

This recommendation was concurred in by a unanimous vote of the members of the Committee, with no dissenting votes.

Respectfully submitted,

(Signed) RICHARD F. MELL,
Chairman.

On motion of Alderman Mell, the said proposed corrections of the *Journals of the Proceedings of the City Council* transmitted with the foregoing committee report were *Approved* by yeas and nays as follows:

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Hairston, Beavers, Stroger, Beale, Pope, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Hansen, Levar, Shiller, Schuler, M. Smith, Moore -- 48.

Nays -- None.

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

The following are said *Journal* corrections as approved (the italic heading in each case not being a part of the *Journal* correction):

November 28, 2001.

Page 72979 -- by deleting the numerical address "4335" appearing on the twentieth line from the top of the page and inserting in lieu thereof the numerical address "4835".

October 31, 2001.

Page 71362 -- by deleting the numerical address "8506" appearing on the

fourteenth line from the top of the page and inserting in lieu thereof the numerical address "8508".

Page 71397 -- by deleting the Ward Number "10" appearing in the fourteenth line from the top of the page and inserting in lieu thereof the Ward Number "20".

October 3, 2001.

Page 68721 -- by inserting the following material immediately below the eleventh line from the top of the page:

AMENDMENT OF TITLE 17 OF MUNICIPAL CODE OF CHICAGO
(CHICAGO ZONING ORDINANCE) BY RECLASSIFICATION
OF AREA SHOWN ON MAP NUMBER 1-F AND 3-F.
(As Amended)
(Application Number 12817)

(Committee Meeting Held September 25, 2001)

The Committee on Zoning submitted the following report:

CHICAGO, October 3, 2001.

To the President and Members of the City Council:

Reporting for your Committee on Zoning, for which a meeting was held on September 25, 2001, I beg leave to recommend that Your Honorable Body Pass various ordinances transmitted herewith for the purpose of reclassifying particular areas.

I beg leave to recommend the passage of four ordinances which were corrected and amended in their amended form. They are Application Numbers 13330, 13299, 13185 and 12817.

Please let the record reflect that I, William J. P. Banks, abstained from voting and recused myself on Application Number A-4738 under the provisions of Rule 14 of the City Council's Rules of Order and Procedure.

Also, please let the record reflect that Alderman Bernard Stone abstained from voting and recused himself on Application Number 13330 under the provisions of Rule 14 of the City Council's Rules of Order and Procedure.

At this time, I move for passage of the ordinance transmitted herewith.

Again, please let the record reflect that I abstain from voting on Application Number A-4738 under the provisions of Rule 14 of the City Council's Rules of Order and Procedure and Alderman Bernard Stone abstains from voting on Application Number 13330 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 ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Hairston, Beavers, Stroger, Beale, Pope, Balcer, Frias, Olivo, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Suarez, Matlak, Mell, Austin, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Hansen, Shiller, M. Smith, Moore -- 43.

Nays -- None.

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

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

The following is said ordinance as passed:

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 3-F in the area bounded by:

West Oak Street; North Crosby Street; North Larrabee Street; a line 25.4 feet north of and parallel to the alley next south of West Oak Street; the alley next east of North Kingsbury Street; the alley next south of and parallel to West Oak Street; and North Kingsbury Street,

to those of a C3-5 Commercial-Manufacturing District and a corresponding use district is hereby established in the area described above.

SECTION 2. That the Chicago Zoning Ordinance be amended by changing all the C3-5 Commercial-Manufacturing District and Commercial-Manufacturing Planned Development Number 447 symbols and indications as shown on Map Numbers 1-F and 3-F in the area bounded by:

a line 17 feet south of the centerline of West Hobbie Street extended west where no street exists; North Kingsbury Street; West Hobbie Street; North Crosby Street; North Larrabee Street; a line 458 feet north of and parallel to West Chicago Avenue; the alley next east of North Larrabee Street; the alley next north of West Chicago Avenue and that alley extended east where no alley exists; North Hudson Avenue; West Chicago Avenue; North Hudson Avenue; West Huron Street; North Kingsbury Street; West Superior Street; North Larrabee Street; West Erie Street; the east bank of the north branch of the Chicago River; West Chicago Avenue; a line 321.03 feet west of the west bank of the Chicago River measured on the north line of West Chicago Avenue; a line 380.01 feet north of and parallel to the north line of West Chicago Avenue; and the east bank of the north branch of the Chicago River and the east bank of the north branch canal of the Chicago River,

to those of a Residential-Business Planned Development subject to such use and bulk regulations 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 full force and effect upon its passage and due publication.

Plan of Development Statements referred to in this ordinance read as follows:

*Residential-Business Planned Development Number 447,
As Amended.*

Plan Of Development Statements.

1. The net site area delineated herein as "Residential-Business Planned Development Number 447, as amended" consists of approximately one million two hundred fifty thousand one hundred eighty-six (1,250,186) square feet, or twenty-eight and seventy-one hundredths (28.71) acres (exclusive of public rights-of-way) of property which is depicted on the attached Boundary and Subarea Map (the "Property") and is owned or controlled by the applicant, MW-CPAG Holdings, L.L.C. (the "Applicant") subject to the last sentence in statement 2 below.
2. The person or entity as may then own or control the area delineated herein shall obtain all required reviews, approvals, licenses and permits which are necessary to implement this plan development. Any dedication or vacation of streets, alleys or easements or any adjustment of rights-of-way or consolidation or resubdivision of parcels shall require a separate submittal on behalf of the property owner or its successors, assignees or grantees and approval by the City Council. Any dedication or vacation of streets and alleys, or easements, or adjustments of rights-of-way require the approval of the Commissioner of Planning and Development, who shall then adjust the net site area calculations within the table of controls accordingly. The requirements, obligations and conditions contained within this planned development shall be binding upon the Applicant, its successors and assigns (including any condominium or homeowners association which is formed) 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 (including any condominium or homeowners association which is formed) 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 the Applicant, its successors and assigns unless control of a specific parcel is transferred in writing to another entity.

3. This planned development consists of seventeen (17) statements; a Bulk Regulations and Data Table with Parking and Loading Requirements; a Boundary and Subarea Map, an Existing Zoning Map, a Proposed Right-of-Way Vacation Map, a Proposed Right-of-Way Dedication Map, an Existing Land-Use Map, a Generalized Land-Use Plan, and an Open Space Plan all prepared by Lohan Associates; a Right-of-Way and Street Width Table, and Street Landscape Cross Sections Numbers 1 through 9 all prepared by Wolff Clements Associates, Ltd.; Building Elevations and Riverwalk Level and Street Level Riverwalk Access Plans and Roof Level Plan of the Catalog Building (Subarea E-1) prepared by Pappageorge Haymes; Building Elevations, Street Level Plan and Riverwalk Access Plan and Riverwalk Level Plan, and Roof Plan (Subarea E-2) prepared by Gensler; and Riverwalk Plans and Details of the Merchandise Building (Subarea D) prepared by FitzGerald Associates Architects, all dated February 22, 2001. Full size copies of plans, elevations and sections 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 planned development.
4. The following uses shall be permitted in this planned development subject to the restrictions contained in statement 9 and in the Bulk Regulations and Data Table:

Subarea A-1: Multi-family residential; housing for the elderly; retail uses including restaurant uses (with or without the sale of liquor) and taverns; offices (both business and professional); hotel; community centers; medical uses; health club; day care; storage; district cooling facilities; wireless communications facilities, including broadcast and telecommunications structures, equipment and installations including parabolic transmitting and receiving antennae; accessory and non-accessory parking; and accessory uses.

Subarea A-2: Residential (including townhomes and multi-family residential); housing for the elderly; retail uses including restaurant uses (with or without the sale of liquor, live entertainment and dancing) and taverns; offices (both business and professional); medical uses; health club; day care; wireless communications facilities, including broadcast and telecommunications structures, equipment and installations including parabolic transmitting and receiving antennae; accessory and non-accessory parking; and accessory uses.

Subarea A-3: Residential, including townhomes, condominiums and single-family dwellings; retail uses including restaurant uses (with or without the sale of liquor) and taverns; accessory parking; and accessory uses.

Subarea B-1: Multi-family residential; housing for the elderly; hotel; theaters; retail uses including restaurant uses (with or without the sale of liquor, live entertainment and dancing) and taverns; offices (both business and professional); medical uses; health club; day care; parks and recreation uses; district cooling facilities; wireless communications facilities, including broadcast and telecommunications structures, equipment and installations including parabolic transmitting and receiving antennae; accessory and non-accessory parking; and accessory uses.

Subarea B-2: Multi-family residential; housing for the elderly; hotel; theaters; retail uses including restaurant uses (with or without the sale of liquor, live entertainment and dancing) and taverns; offices (both business and professional); medical uses; health club; day care; wireless communications facilities, including broadcast and telecommunications structures, equipment and installations including parabolic transmitting and receiving antennae; accessory and non-accessory parking; and accessory uses.

Subarea C-1: Residential (including townhomes and multi-family residential); housing for the elderly; retail uses including restaurant uses (with or without the sale of liquor); (both business and professional); health club; day care; wireless communications facilities, including broadcast and telecommunications structures, equipment and installations including parabolic transmitting and receiving antennae; accessory and non-accessory parking; and accessory uses.

Subarea C-2: Park and recreational uses; accessory uses.

Subarea D: Multi-family residential; day care centers; wireless communications facilities, including broadcast and telecommunications structures, equipment and installations including parabolic transmitting and receiving antennae; accessory and non-accessory parking; and accessory uses.

Subarea E-1: Multi-family residential; retail uses including restaurant uses (with or without the sale of liquor, live entertainment and dancing) and taverns (including unenclosed or partially enclosed restaurants and taverns); offices (both business and professional); hotel; health club; day care centers; amusement establishments; art galleries; arcades; marinas; telecommunications; high technology and new media uses; wireless communications facilities, including broadcast and telecommunications structures, equipment and installations including parabolic transmitting and receiving antennae; accessory and non-accessory parking; and accessory uses.

Subarea E-2: All uses permitted within a C3-5 Commercial-Manufacturing District (excluding animal hospitals; animal pounds; battery and tire service stations; Class I and II tire facilities; building materials sales; fuel and ice sales; house trailer sales; linen, towel, diaper and other similar supply services; machinery sales, monument sales, motor vehicle sales and rental; motorcycle sales; packing and crating; slaughtering and retail sale of live poultry; trailer sales and rental; community homes; automobile service stations; exterminating shops; feed stores; plumbing showrooms and shops; taxidermists; typewriter and adding machine sales and services; casket and casket supplies; undertaking establishments and funeral parlors); telecommunications, high technology and new media uses; wireless communications facilities, including broadcast and telecommunications structures, equipment and installations including parabolic transmitting and receiving antennae; accessory and non-accessory parking; and accessory uses.

In addition, the following uses shall be excluded from the retail area adjacent to the public riverwalk at the basement level and the retail area at street level: astrology, card reading, palm reading or fortune telling in any form; auto accessory stores; currency exchanges; employment agencies; inter-track wagering facilities; laundry/laundrettes; loan offices; non-accessory offices (business and professional), except for: commercial enterprises that provide goods and/or services directly to the consumer,

where such goods are available for purchase and removal from the premises by the purchaser; pawn shops; pay day loan stores; second hand stores and rummage shops; and tattoo parlors.

Subarea F: Intentionally deleted from the planned development.

Subarea G: Residential (including townhomes and multi-family residential); housing for the elderly; hotel uses; retail uses including restaurant uses (with or without the sale of liquor, live entertainment and dancing) and taverns; park and recreational uses; offices (both business and professional); medical uses; health club; day care; wireless communications facilities, including broadcast and telecommunications structures, equipment and installations including parabolic transmitting and receiving antennae; accessory and non-accessory parking; and accessory uses.

Subarea H: Residential (including townhomes and multi-family residential); housing for the elderly; hotel uses; retail uses including restaurant uses (with or without the sale of liquor, live entertainment and dancing) and taverns; marinas, boat house, and boat storage; park and recreational uses; offices (both business and professional); medical uses; health club; day care; wireless communications facilities, including broadcast and telecommunications structures, equipment and installations including parabolic transmitting and receiving antennae; accessory and non-accessory parking; and accessory uses.

Subarea I: Residential (including townhomes and multi-family residential); housing for the elderly; hotel uses; retail uses including restaurant uses (with or without the sale of liquor, live entertainment and dancing) and taverns; park and recreational uses; offices (both business and professional); medical uses; health club; day care; wireless communications facilities, including broadcast and telecommunications structures, equipment and installations including parabolic transmitting and receiving antennae; accessory and non-accessory parking; and accessory uses.

Additional Permitted Use Regulations:

- a) Residential dwelling units, except for residential lobbies, shall not be permitted below the second (2nd) floor in Subarea A-1, B-1, B-2 (northern one hundred twenty (120) feet) and E-2 (southern one hundred twenty (120) feet).

- b) Residential uses shall be permitted below the second (2nd) floor in Subareas A-2, A-3, C-1, D, E-1, G, H and I.
 - c) Existing interim surface parking lots may remain until such time as such Property is developed. Any proposed new interim surface parking lots are subject to approval of the Commissioner of Planning and Development.
 - d) Hotels may be located within one hundred twenty-five (125) feet of a residential district.
5. In addition to the maximum heights of the buildings and any appurtenances attached thereto prescribed in this planned development, the height of any improvements shall also be subject to height limitations as certified and approved by the Federal Aviation Administration, and airport zoning regulations as established by the Department of Planning and Development, Department of Aviation and Department of Law and approved by City Council.
6. For purposes of maximum floor area ratio (F.A.R.) calculations, the definition contained in the Chicago Zoning Ordinance shall apply; provided, however, that (i) floor area in an office building dedicated to mechanical equipment which exceeds five thousand (5,000) square feet in any single location shall not be included, and (ii) floor area devoted to accessory off-street parking related to any use within this planned development shall not be included. Transfer of floor area and dwelling units from one (1) subarea to another may be permitted by the Commissioner of Planning and Development if it meets the criteria for minor changes set forth in Statement 8 hereof.
7. It is in the public interest to design, construct and maintain the project in a manner which promotes, enables and maximizes universal access throughout the Property. Plans for all buildings and improvements on the Property shall be reviewed and approved by the Mayor's Office for People with Disabilities ("M.O.P.D.") to ensure compliance with all applicable laws and regulations related to access for persons with disabilities and to promote the highest standard of accessibility. No approvals shall be granted pursuant to Section 11.11-3(b) of the Chicago Zoning Ordinance until the Director of M.O.P.D. has approved detailed construction drawings for each proposed building or improvement.

8. The terms, conditions and exhibits of this Planned Development may be modified administratively by the Commissioner of Planning and Development upon the request of the owner and after a determination by the Commissioner that such a modification is minor, appropriate and consistent with the nature of the improvements contemplated by this Planned Development. Any such modification shall be deemed a minor change in the Planned Development as contemplated by Section 11.11-3(c) of the Chicago Zoning Ordinance.
9. Parking and loading improvement on the Property shall be designed, constructed and maintained subject to the following development parameters:
 - a. Off-Street Parking: Off-street parking shall be provided in accordance with the Bulk Regulations and Data Table attached to this Planned Development. New off-street parking areas must be carefully located and designed to be functional, compatible with immediately surrounding uses, and architecturally compatible with the surrounding neighborhood.
 - b. To the extent required by the Illinois Accessibility Code, a minimum of two percent (2%) of all public parking spaces provided pursuant to this Planned Development shall be designated and designed for parking for the handicapped. Any parking for residential uses within existing structures in Subareas D, E-1 and E-2 shall be exempt from this requirement.
 - c. Shared Parking: The parking facilities may be used, on a shared basis, to satisfy the accessory parking requirements for uses within this Planned Development. Accessory parking lots and structures may serve to provide the required parking for multiple uses, irrespective of location, within this Planned Development, subject to the approval of the Department of Planning and Development.
 - d. Size: All required parking spaces shall meet the minimum size requirements as established by the Zoning Ordinance, except in existing buildings within Subareas D, E-1 and E-2 where because of column locations the size of the spaces may be reduced to compact car size.

- e. Within the existing building in Subarea E-1, tandem stalls, where one (1) car parks in front of another, shall be permitted for spaces assigned to a single household or user.
 - f. Lots: Interim surface parking lot shall be landscaped and fenced in accordance with the Chicago Landscape Ordinance by the third (3rd) anniversary of the effective date of this planned development.
 - g. Off-Site Parking: Permitted uses may be served by parking facilities located on any land within this Planned Development, including land other than the zoning lot on which the building or use to be served is located. Off-site parking on land outside this Planned Development will only be permitted as a Special Use.
 - h. Off-Street Loading: Loading docks and related facilities shall be provided in accordance with the Bulk Regulations and Data Table attached to this Planned Development.
10. Vehicular and pedestrian circulation improvements shall be designed, constructed and maintained subject to the following development parameters:
- a. Public Roadways and Sidewalks: see Statement 13, Public Improvements.
 - b. Curb Cuts. Private roadways, driveways, entrances to off-street parking and loading docks, openings for vehicular drop-offs and all other facilities requiring curb cuts shall be located to minimize conflicts with on-street traffic and with pedestrian circulations. All curb cuts shall be constructed in accordance with the standards of the City of Chicago. No curb cuts will be permitted on Chicago Avenue.
 - c. Private Roadways:
 - (i) Property owners are encouraged to minimize the use of private roadways and to construct and dedicate public roadways for the purpose of providing ingress and egress, including emergency vehicle and service access, to residential units.

- (ii) Private roadway shall mean any drive or way designed and intended for use as vehicular access to or within any subarea.
 - (iii) Private roadways may be constructed in any of the subareas for the purpose of providing ingress and egress, including emergency vehicle and service access, to residential units.
 - (iv) Each private roadway must be shown on an approved Site Plan, and each segment of private roadway shall be adequately designed and paved in compliance with the Municipal Code of Chicago.
 - (v) Fire lanes, if required, shall be adequately designed and paved in compliance with the Municipal Code of Chicago to provide ingress and egress for emergency vehicles; there shall be no parking within such fire lanes.
 - (vi) All private roadways shall be designed and configured to provide pathways to public streets.
11. Design Guidelines: The improvements on the property shall be designed, constructed and maintained in general conformance with the plans and exhibits attached hereto. In addition, the following guidelines shall apply:
- A. Open Space:
 - (i) Publicly Accessible Open Space: The property owner(s) shall provide open space that is accessible to the public during normal Chicago Park District hours and that is substantially similar to that which is shown on the Open Space Plan attached hereto.
 - (ii) Open space shall be provided at a ratio of eighty-seven (87) square feet of open space per dwelling unit, provided, however, that an overall minimum of one hundred forty-one thousand (141,000) square feet of open space (sixty-six thousand (66,000) square feet riverwalk, thirty-five thousand (35,000) square feet Subarea H and forty thousand (40,000) square feet Subarea C-2) as indicated on the Open Space Plan shall be provided. The amount of open

space required for Subareas B-1 and B-2, as determined by the eighty-seven (87) square feet per unit ratio, shall be located on either or both subareas. The open space shall be of a minimum size of four thousand (4,000) contiguous square feet and shall have a minimum width of twenty-five (25) feet.

- (iii) Private and common open space shall be provided for the residential units in the form of private yards and landscaped common areas at grade, terraces, rooftop gardens, balconies with integral planter boxes, landscaped setbacks, or other spaces as appropriate. All townhouses shall comply with the Open Space requirements of the Townhouse Ordinance.
- (iv) The property owners shall comply with the applicable provisions of the City's Open Space Impact Fee Ordinance. The open space areas developed in accordance with the Open Space Plan and that meet the criteria described in these statements shall entitle the property owner to a credit of Three and 60/100 Dollars (\$3.60), or the current rate, per square foot of open space against the impact fees due. Additional open space areas that meet the standards for on-site open space established by the current Open Space Impact Fee Administrative Regulations and Procedures may also entitle the owner to a credit.
- (v) The public open spaces identified on the Open Space Plan (see 11.A(v) for the riverwalk within existing buildings in Subareas D, E-1 and E-2), shall include the following improvements as appropriate: internal pathways, planting beds, trees, benches, drinking fountains, bike racks, light fixtures, bollards, play equipment for tots and other children, fountains or other water features, or public art. At least one (1) of the public open spaces shall contain play equipment. Public streets: walkways or the riverwalk shall abut at least one (1) side of every public park. All open spaces identified on the Open Space Plan shall contain plaques at entrances to such open spaces stating that the park or open space is open to the public during normal Chicago Park District hours.

(vi) In order to achieve the City's goal of increasing the continuity and accessibility of the riverwalk, space adjacent to and at the level of the river and within the existing buildings in Subareas D, E-1 and E-2, and areas leading to such spaces, shall be developed and maintained as publicly accessible riverwalk, as follows:

- a. Subarea D: The area within the first (1st) structural bay adjacent to the Chicago River at the basement level for the entire length of the existing building shall be dedicated to public riverwalk use. This area shall be adequately lit and finished per the exhibits attached. The riverwalk shall connect to an existing tunnel under the Chicago Avenue bridge at the north end, where one (1) stair and one (1) elevator shall also provide access to Chicago Avenue. At the south end, the riverwalk shall open directly to the open-air river walk in Subarea C-1.
- b. Subarea E-2: The area adjacent to the Chicago River for the entire length of the building (see Basement Floor Plan and Riverwalk Level for details) shall be dedicated to public riverwalk uses. Two (2) story space shall be provided in the area between column lines 2 and 22, 29 and 35 and 38 to 41. The riverwalk shall be an open-air riverwalk on its west facade. At a minimum, exposed concrete walls, columns and beams shall be sandblasted. Floors shall be stained concrete. Two (2) connections to the main building entrances on North Larrabee Street shall occur from the riverwalk. An elevator and grand staircase shall provide access to the riverwalk from the street level of the building. Public toilets and drinking fountains shall be provided. Retail, restaurant, health club and other uses shall line the riverwalk and connections as per Statement 4. The riverwalk shall connect to Chicago Avenue via a staircase at the south end, and to an existing tunnel under the

Chicago Avenue bridge. The north end of the riverwalk shall connect to the riverwalk in Subarea E-1.

- c. Subarea E-1: The area adjacent to the Chicago River (see Ground Level Site Plan for details) for the entire length of the building shall be dedicated to public riverwalk uses. Two (2) story space shall be provided in the area between column lines 41 and 44 and 47 and 57. The riverwalk shall be an open-air riverwalk on its west facade. Finishes shall match the riverwalk in Subarea E-2. A grand staircase and elevator shall provide a connection to the first (1st) floor entrance on North Kingsbury Street. The riverwalk shall open directly to the open-air riverwalk north of the existing building.

- (vii) All open areas of this Planned Development which are not otherwise devoted to permitted buildings, parking areas or pedestrian/vehicular circulation areas shall be maintained with the following: landscaping, which shall consist of grass, ground cover, shrubs, trees or other living plant materials; appropriately designed public plazas; riverwalk; or with a harbor or docks.

In addition to the requirements of this Planned Development, any development within this Planned Development shall incorporate landscaping to the extent feasible to enhance the appearance of the development from the public street, to screen unsightly uses from the street and to provide compatible buffers between adjacent uses. All private property landscaping shall be properly and adequately maintained at all times. Parkway trees shall be provided and maintained in accord with the applicable provisions of the Chicago Zoning Ordinance and corresponding regulations and guidelines.

- (viii) The public open space to be provided within Subarea H shall be a minimum of thirty-five

thousand (35,000) square feet and shall be open to existing or proposed public rights-of-way or to the riverwalk. The final design and configuration of this open space shall be subject to the review and approval of the Department of Planning and Development.

- (ix) A pedestrian way/view corridor shall connect the open space area in Subarea H with Hobbie Street to the north and Kingsbury Street to the south. The pedestrian way shall be a minimum of twenty-five (25) feet wide and will align with Kingsbury Street. The pedestrian way shall be improved with decorative sidewalks, landscaping, lighting, and other amenities as appropriate and shall be open to the public during normal Chicago Park District hours. If the pedestrian way contains a service drive, it shall be decoratively paved.

B. Streetscape:

- (i) A minimum of fifty percent (50%) of the linear frontage on Chicago Avenue of new structures shall be provided with retail or commercial uses or lobbies at the first (1st) floor level to provide for a lively pedestrian experience. New or existing developments facing other streets are encouraged to have retail, commercial and office uses as well as residential uses, where permitted, at the first (1st) floor. It is acknowledged, however, that parking is a permitted use at the first (1st) floor level.
- (ii) In general, new structures, except for the new structures to be built within Subarea C-1, shall have setbacks which match the predominant setback of adjacent structures on the street. Increased setbacks may be allowed or required for residential structures to provide adequate common landscaped areas or private yards, or in other circumstances where a larger setback area would permit additional landscaping, outdoor sidewalk cafe seating, or other amenities. Notwithstanding the above, setbacks shall not be required on

Chicago Avenue.

- (iii) The Owner shall install new street trees, sidewalks, decorative lighting, parkway planting, benches, garbage containers, sculpture, or other elements as appropriate concurrent with the development of each site within any subarea and in general accordance with the Right-of-Way and Street Width Table.

C. Urban Design:

- (i) Building Entrances: For each building adjacent to a public right-of-way a primary building entrance must be oriented to, accessible from and visible from the public right-of-way.
- (ii) Garage Doors: No single-family home or townhome shall have a garage door facing the public street.
- (iii) Building Materials: The primary material for the facades of structures located within this Planned Development which are generally visible from the public right-of-way but are not otherwise devoted to windows or other openings shall be masonry (i.e., brickwork, stonework, terra cotta, et al.), metal (i.e., copper, tin, stainless steel, iron, et al.), or materials (such as concrete) which are articulated and colored to give the appearance of, and which are compatible with masonry. For business or commercial uses, aluminum and glass curtain wall systems shall be permitted. Windows or courses of windows are to be provided on all sides of each building above its base. The colors and textures of materials used within any subarea are to be complementary and compatible. Mechanical equipment on rooftops shall be screened with quality materials and made a feature of the building design, where appropriate.
- (iv) Parking Structures: Any new parking structures shall be constructed in accordance with the Parking Garage Ordinance and the Landscape Ordinance. In addition, any new structure adjacent to the Chicago River or to the Catalogue Building must be

fronted with active-use spaces or predominantly enclosed with glazing with minimal use of louvers, as necessary for ventilation. Any new parking structures adjacent to Chicago Avenue shall be fronted with active-use spaces, or predominantly enclosed with glazing or other high-quality screening materials on the facade facing Chicago Avenue and wrapping the corner for the first twenty (20) feet. Garage facades which are enclosed with glazing shall be exempt from any requirements for landscaping in planters or baskets attached to the facade.

- (v) **Streetfront Fences:** Fencing on private property adjacent to a public right-of-way shall be substantially open and shall not take the form of a wall which prevents views from the public right-of-way into the private property lying between the fence and the facade of the structure. Fencing adjacent to the public right-of-way shall not be of chain link or wood construction. Closed fences may be allowed if adjacent to noxious, unsightly or intense uses (such as generators or loading docks), subject to the approval of the Department of Planning and Development.
- (vi) **Lighting:** Lighting along private pedestrian ways shall be compatible with the lighting in the public right-of-way. Lighting in the public rights-of-way shall be subject to the future approval of the Department of Planning and Development. The level or intensity of lighting shall be sufficient to permit reasonable safety in walking.
- (vii) **Signage:** Except as delineated below, permitted signage within the Planned Development Area shall include signs for building identification and information, business identification and information, and parking identification and information; however, all signage shall be subject to the approval of the Department of Planning and Development. The Department of Planning and Development shall review the design, materials, size, illumination level, and location of proposed signs to ensure their compatibility with the building design and with the neighborhood character prior to

the issuance of Part II approval for said signs.

The Department of Planning and Development encourages signs with individually lit or backlit letters, logos or other three (3) dimensional effects and strongly discourages box signs and painted or applied murals. Electronic message boards are prohibited. It is preferred that tenant identification signs on the facade of new buildings should be located in a sign band area within the first (1st) floor level near the tenant's space and/or entrance; however, the location of such signage shall be determined during the site plan approval process and alternate sign locations may be agreed upon during that process.

No posters or other two (2) dimensional images should be affixed directly to the glass. Any permitted posters (i.e., not affixed directly to the glass) should occupy no more than twenty percent (20%) of the window area.

Temporary signage for site identification and information purposes or for marketing (sales, rental, leasing) and directional purposes is permitted in all subareas, subject to the approval of the Department of Planning and Development.

Any proposed moving signs, rooftop signs or projecting signs will be reviewed on a case-by-case basis. Signage for the west side of the existing building within Subarea E-2 shall be allowed to contain individual illuminated letters similar in size and details to the historic Montgomery Ward's sign, subject to review by the Commission on Chicago Landmarks.

- (viii) Facade Design: The wall of any new structure facing a public street (the "streetwall") shall be given texture and detail through the use of projections, recesses, offsets, variations to the parapet wall, variations in the type or color of materials or other devices which contribute to an architectural character. A minimum of fifty percent (50%) of the streetwall at the ground level of any new structure

containing retail, commercial or office uses at the ground level shall be finished with clear glass opening onto active internal uses. The remainder of that streetwall shall be architecturally compatible with adjacent structures.

- D. Satellite dishes or other electronic receiving devices must be placed in an area minimally visible from the adjacent street; provided, however, that these provisions shall not apply to the existing equipment located on the existing building in Subarea B-2. Propane tanks, garbage receptacles, et cetera must be within the building area and screened from view. Boats and other recreational equipment must also be stored inside and screened from view other than those allowed in the marina area.
 - E. Riverwalk (at nonexisting buildings): To further the goals of the Chicago Zoning Ordinance (Section 11.11-3(l)) and the "Chicago River Urban Design Guidelines" for the downtown corridor, the owner shall set back all new buildings and parking areas from the existing river edge as depicted on the Riverwalk Plan and Details. The publicly accessible portion of this setback area shall be improved with decorative paving and landscaping, special lighting, railings and seating. Prior to the issuance of any "Part II" approval, more specific plans for the public riverwalk shall be reviewed by the Department of Planning and Development with input from the Mayor's Office for People with Disabilities to ensure compliance with all applicable laws and regulations related to access for physically disabled persons.
12. Existing Montgomery Ward Riverfront Structure.
- A. Subarea E-2: The existing structure located in Subarea E-2 has been designated a Chicago Landmark by the City Council. In order to protect the historic and architectural character of this building, any proposed work on the building is subject to the review of the Commission on Chicago Landmarks, in accordance with the Chicago Landmarks Ordinance.

- B. Subareas E-1 And D: Along with the building in Subarea E-2, the existing structures in Subareas E-1 and D form the Montgomery Ward & Company Complex and are a National Historic Landmark. In order to protect the historic and architectural character of the buildings in Subareas E-1 and D, any exterior alterations and changes shall be consistent with the applicable Building Plans, Elevations and Riverwalk Sections, as set forth in Statement 3 of this Planned Development. In particular:
- (i) Projecting and recessed balconies shall be allowed in the locations shown on the Elevations, although recessed balconies may be substituted for projecting balconies in any location where projecting balconies are shown; provided, however, that as long as the total number of balconies and the basic pattern remain the same, the Applicant may change the location of the balconies as necessary by interior requirements and subject to the approval of the Department of Planning and Development. No additional balconies will be allowed. After the existing buildings' facades have been painted in either Subarea D or E-1, two (2) or more balconies shall be test painted in order for the Department of Planning and Development to review and approve the color selection in place.
 - (ii) Habitable and non-habitable roof-top additions shall be limited to the locations and dimensions shown on the Elevations. No additional roof-top additions will be allowed.
 - (iii) Window openings shall not be added, enlarged or closed up except as shown on the Elevations. On the second (2nd) level and above, the size of all window openings and the spandrels below the windows shall be maintained, except that the spandrels may be modified to accommodate two (2) standard-width doors per each projecting balcony for access on the existing building in Subarea E-1 and one (1) standard-width door per each projecting balcony for access on the existing building in Subarea D.

- (iv) The tower and statue of the "Spirit of Progress" on the building in Subarea D shall be preserved. The top of the tower and the statue shall have architectural accent lighting.
- (v) In addition to the design parameters set forth in Statement 11.(A), signs and canopies on the buildings in Subareas D and E-1 shall be consistent with those approved by the Commission on Chicago Landmarks for the building in Subarea E-2.

13. Public Improvements:

- A. Prior to the occupancy of any building, except as provided in Statement 13(B), improvements necessary to serve or accommodate the building or use shall be in place and available for use. The improvements shall be designed, constructed and installed in accordance with applicable City standards, laws and regulations, subject to the approval of the appropriate City departments and agencies as required, as well as in conformance with applicable state and federal standards, regulations and laws. Improvements necessary to serve uses or buildings on the Property are the following: (i) the public roadway improvements depicted on the proposed Right-of-Way Vacation Map, Right-of-Way Dedication Map, Right-of-Way and Street Width Table and Street Cross Sections (including pavement, required turn lanes, curbs and gutters and traffic signals); (ii) the utilities necessary to provide potable water, sewer facilities, electric, gas, telephone, cable and other private utility facilities and services to the Property; (iii) the streetscape improvements (including sidewalks, streetlights, street trees, and planters) depicted generally on the Street Cross Sections; and (iv) the publicly accessible parks or open spaces depicted on the Open Space Plan.
- B. The following specific improvements shall be completed by the owner within the time periods described below. A "Development Parcel" means that portion of the Property located within a single Subarea which is the subject of an application for Site Plan approval as described in Statement Number 15 of this planned development:

- (i) The new construction of, widening, narrowing, or other improvements to, Kingsbury Street, Larrabee Street, Superior Street, Chicago Avenue, Oak Street, Hudson Avenue, Huron Street, Cambridge Street, and Hobbie Street, shall all be constructed and completed by the owner per the Right-of-Way and Street Width Table and Street Cross Sections. The alignment of Cambridge Street with Kingsbury at the Chicago Avenue intersection and provision of a new traffic light shall be completed no later than initial occupancy of the first (1st) principal structure constructed within Subareas A-1 or B-1.
- (ii) The roadway improvements (curb-to-curb) depicted generally on the Street Cross Sections and on the Larrabee/Kingsbury Catalogue Building Streetscape Plan shall, for and to the extent such improvements are contiguous to a Development Parcel, be completed no later than six (6) months following initial occupancy of the first (1st) principal structure constructed or renovated upon said Development Parcel.
- (iii) The improvements to the public open space within Subarea H shall be completed and available for public use, and a conservation easement dedicated, no later than six (6) months following initial occupancy of the first (1st) principal structure constructed within Subarea H.
- (iv) Conveyance of the park within Subarea C-2 to the Chicago Park District, free and clear of all encumbrances inconsistent with public use, shall also occur prior to issuance of a Certificate of Occupancy for any structure in Subarea C-1. An easement to the City for the use of approximately two hundred eighty-six (286) square feet of space at the south end of Subarea C-2 to build an accessible ramp for a water taxi dock at the end of Erie Street shall be conveyed to the City within three (3) months of passage of this Planned Development amendment.
- (v) Improvements to the riverwalk depicted on the Open Space Plan, shall be completed as follows: in Subareas C-1 and H, the riverwalk shall be

completed and available for public use no later than six (6) months following initial occupancy of the first (1st) principal structure constructed within such subarea. In Subarea E-1, the external riverwalk north of the Catalogue Building shall be completed at the time of occupancy of any new structure adjacent and to the east, or at the time of completion of the riverwalk in Subarea H, whichever comes first. The riverwalk internal to the existing building in Subarea D shall be completed and available for public use within six (6) months following initial occupancy of the building. The riverwalk internal to the existing buildings in Subareas E-1 and E-2 shall be completed and available for public use within one (1) year following fifty percent (50%) occupancy of the building. Dedication and conveyance of a permanent conservation easement to the City shall occur within three (3) months of completion of each riverwalk section.

14. 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 owner shall use best and reasonable efforts to design, construct and maintain all buildings located within the Property in an energy efficient manner, generally consistent with the most energy efficiency standards published by the American Society of Heating, Refrigeration and Air-Conditioning Engineers ("A.S.H.R.A.E.") and the Illuminating Engineers Society ("I.E.S."). Copies of these standards may be obtained from the Department of Planning and Development.
15. Prior to issuance by the Department of Planning and Development of a determination pursuant to Section 11.11-3(b) of the Chicago Zoning Ordinance ("Part II Approval") for development or redevelopment of any property included within this planned development, other than interior -only alterations to existing buildings, a site plan for proposed development, including parking areas (a "Site Plan") shall be submitted by the owner or with the owner's written approval to the Commissioner for approval; provided, however, that individual lot owners for properties located within Subarea A-3 may submit a Site Plan for approval pursuant to the requirements of this statement. Review and approval of the Site Plan by the Commissioner is intended to assure that specific development proposals substantially conform with this planned

development and to assist the City in monitoring ongoing development. A Site Plan may be submitted for all or any part of the property. Such Site Plan need only include that portion of the property, including adjacent public rights-of-ways, for which approval is being sought by the owner. No Part II Approval for any portion of the property shall be granted until an applicable Site Plan has been approved. Provided, however, that prior to the Commissioner's approval of a Site Plan for development of Subareas C1, C2 and H or for the development of the riverwalk through the improvements in Subareas E-1 and E-2, the Commissioner shall seek the review by the Chicago Plan Commission of the Site Plan with respect to Subareas C-1, C-2 and H and the riverwalk plans with respect to Subareas E-1 and E-2.

If a Site Plan substantially conforms with the provisions of this planned development, the Commissioner shall approve said Site Plan in writing within thirty (30) days of submission of a complete application for approval thereof. If the Commissioner fails to make a written determination on a Site Plan within thirty (30) days after the submission of a complete application, then the Site shall be deemed approved by the Commissioner. If the Commissioner determines within said thirty (30) day period that the Site Plan does not substantially conform with the provisions of this planned development, the Commissioner shall advise the owner in writing of the specific reasons for such adverse determination and specific areas in which the Site Plan and supporting data and material do not substantially conform to the provisions of this Planned Development not later than fourteen (14) days after the expiration of the thirty (30) day period. The Commissioner shall thereafter make a final written determination of any resubmission within fourteen (14) days of its filing. The failure of the Commissioner to make final written determination of any resubmission within fourteen (14) days of its filing shall be deemed an approval of the Site Plan by the Commissioner. Provided, however, that this paragraph shall not apply to the Site Plan review described in the previous paragraph for Subareas C1, C2 and H and the review of the riverwalk plans with respect to Subareas E-1 and E-2 until reviewed by the Chicago Plan Commission, which review shall occur at the next scheduled Plan Commission hearing available after submittal of the applicable Site Plan or riverwalk plan to the Commissioner.

Following approval of a Site Plan by the Commissioner, the approved Site Plan and supporting data and materials shall be kept on permanent file with the Commissioner and shall be deemed to be an integral part of this planned development.

After approval of a Site Plan by the Commissioner, the approved Site Plan may be changed or modified pursuant to the provisions of statement 8 hereof. In the event of any inconsistency between an approved Site Plan and the terms of this planned development in effect at the time of approval of such Site Plan or of the modifications or changes thereto, the terms of this planned development shall govern.

A Site Plan shall, at a minimum, provide the following information:

- (a) the boundaries of the site;
- (b) the footprint of the proposed improvements;
- (c) all proposed landscaping, including species and size;
- (d) all pedestrian circulation routes;
- (e) elevations of the improvements;
- (f) location and depiction of all parking spaces (including relevant dimensions);
- (g) locations and depiction of all loading berths (including relevant dimensions);
- (h) all drives, roadways and vehicular routes;
- (i) all landscaping and buffer zones (including a description of all landscape materials);
- (j) statistical information application to the Property limited to the following:
 - (i) floor area and floor area ratio;
 - (ii) floor area devoted to retail uses;
 - (iii) number of dwelling units;
 - (iv) number of parking spaces;
 - (v) number of loading berths; and
 - (vi) uses of parcels.

(k) parameters of building envelopes including:

- (i) maximum building height; and
- (ii) setbacks, required and provided.

A Site Plan shall include such other information as may be necessary to illustrate substantial conformance to this planned development.

16. Sunset. The Property is intended to be developed in phases extending over periods of time. This statement describes the schedule for commencement of development over those phases.

A. Initial Period. Unless substantial construction or renovation has commenced upon a minimum of one million (1,000,000) square feet of floor area within six (6) years of the effective date of this amended planned development, this planned development expires pursuant to the foregoing provision, the zoning of the property shall automatically revert to the C3-5 Commercial-Manufacturing District classification. Such reversion shall not render any building existing at the time to be non-conforming.

B. Subsequent Periods. Unless substantial construction or renovation has commenced and been diligently pursued after the initial period on two million (2,000,000) square feet of floor area (cumulative) within ten (10) years of the effective date hereof, and three million (3,000,000) square feet of floor area (cumulative) within twenty (20) years of the effective date hereof (the "Subsequent Periods"), the department may decide to review and recommend modification of the provisions of this planned development in whole or in part; provided, however, that any such modification may not render any building existing at the time to be non-conforming. The department's determination that the planned development ordinance must be reviewed shall be reflected in an application filed by the City for a planned development amendment, with City being deemed the Applicant and providing such notice as may be required by law. If any subarea has been improved per the terms of this planned development and the planned development is amended pursuant to this Statement 17, the amended planned development shall preserve the provisions applicable to the improved subarea.

17. Severability. It is hereby declared to be the intention of the City Council of the City of Chicago that the provisions of this planned development ordinance are severable. If any provision, clause, paragraph or statement of this planned development shall for any reason be adjudged by a court of competent jurisdiction to be unconstitutional or invalid, that judgement shall not affect, impair or invalidate the remainder of this planned development.

[Bulk Regulations and Data Table; Boundary and Subarea Map; Existing Zoning Map; Proposed Right-of-Way Vacation Map; Proposed Right-of-Way Dedication Map; Existing Land-Use Plan; Generalized Land-Use; Open Space Plan; Right-of-Way and Street Width Table; Landscape Sections; Street Level and Riverwalk Access Plan; Riverwalk Level Plan; Building Elevation Drawings; Roof Level Plan; Street Level Plan Subarea E-2; Riverwalk Level Plan Subarea E-2; Roof Level Subarea E-2; and Building Elevations and Riverwalk Access Merchandise Building Subarea D referred to in these Plan of Development Statements printed on pages 78944 through 78961 of this Journal.]*

Parking and Loading Requirements referred to in these Plan of Development Statements read as follows:

Parking And Loading Requirements.

Parking.

1. Residential:

-- Multi-family -- 1.0 parking space per dwelling unit.

* Page numbers referred to in this Journal correction constitute page numbers for the *Journal of the Proceeding of the City Council* of February 6, 2002 and are for reference purposes only.

- Townhouse -- 1.5 parking spaces per dwelling unit.
- Single-family -- 2.0 parking spaces per dwelling unit.

2. Commercial:

- Telecommunications, high technology, data centers and new media
-- 0.25 parking spaces per 1,000 usable square feet.
- Office -- 1.5 parking spaces per 1,000 usable square feet.
- Retail -- 0.75 parking spaces per 1,000 usable square feet in excess of 10,000 square feet.
- An 80% occupancy factor may be applied to the above requirements if they are all present in the same zoning lot and shared parking is allowed.

3. Other uses -- per C3-5 zoning requirements.

Loading.

1. Telecommunications, high technology, data centers and new media -- 1 loading dock for every 500,000 square feet of usable floor area.
2. Office -- 1 loading dock for every 250,000 square feet of usable floor area up to 750,000 square feet after which 1 loading dock for every 500,000 square feet will be required.
3. Multi-family Residential -- 1 loading dock for every 200,000 square feet of floor area.
4. Retail.
 - 0 to 10,000 square feet of usable area, no loading dock required provided that the retail is accessory to another use within the same zoning lot.
 - 10,000 to 25,000 square feet of usable area, 1 loading dock required.
 - 25,000 to 50,000 square feet of usable area, 2 loading docks required.

- 50,000 to 75,000 square feet of usable area, 3 loading docks required.
 - 75,000 to 125,000 square feet of usable area, 4 loading docks required.
 - 125,000 to 250,000 square feet of usable area, 5 loading docks required.
 - 1 additional loading dock will be required for every 250,000 square feet thereafter.
5. Loading dock requirement may be reduced through sharing arrangements by 15% for each of the above uses included within a zoning lot (e.g., if 10 loading docks would be required by the above calculations for a building that included retail, telecommunications and office, the required number of docks would be reduced by 30% to 7 docks; $15\% + 15\% = 30\%$ multiplied by 10 loading docks = 7 docks required).
6. Townhouses and Single-family Homes -- no loading docks required.
7. Other uses -- per C3-5 zoning requirements.

October 3, 2001.

Page 68741 -- by deleting in its entirety the language and associated drawings appearing on the twelfth line of the page through and including the drawings appearing on page 68796.

February 16, 2000.

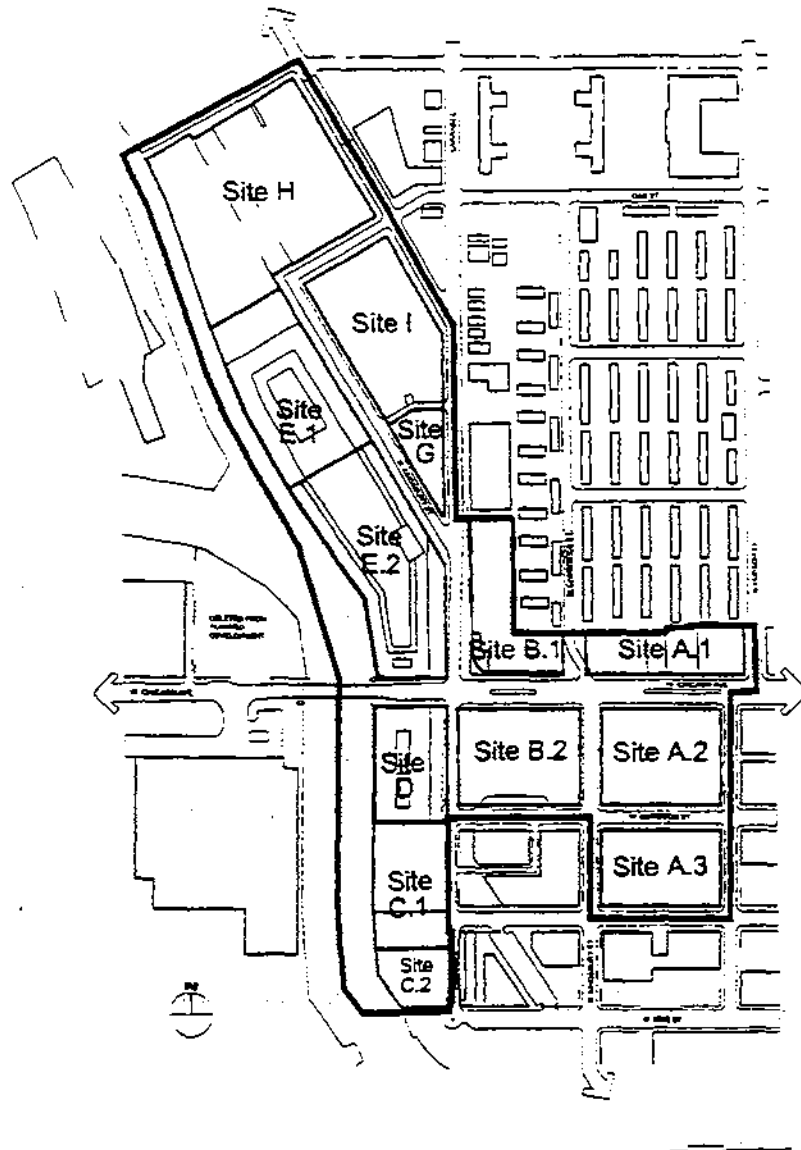
Page 26013 -- by inserting immediately below the fourth line from the top of the page "[12) Municipal or Privately-owned Recreation Buildings or Community Centers.]"

Residential-Business Planned Development Number 447, As Amended
Plan Of Development Bulk Regulations And Data Table.

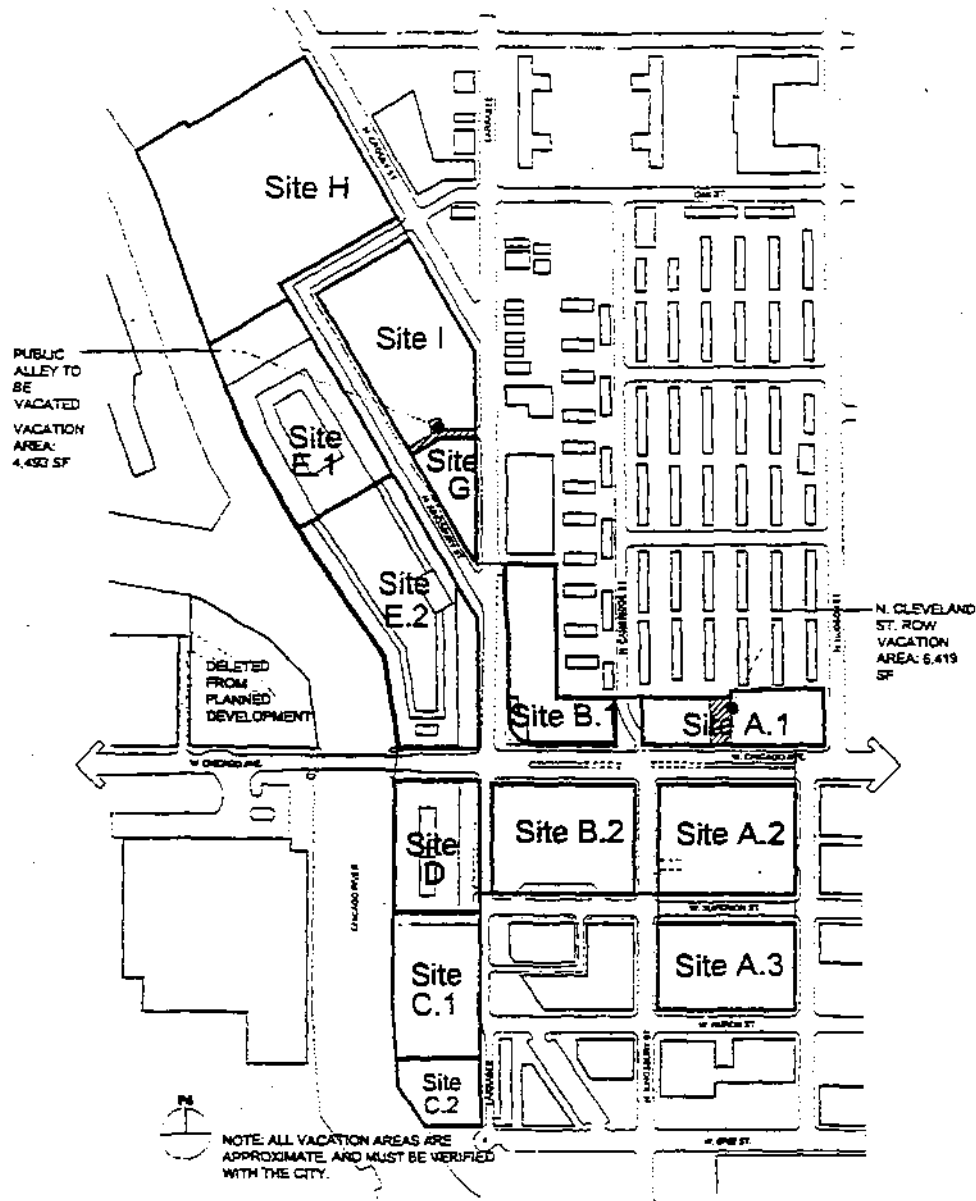
Sub-Area	Net Site Area Sq. Ft. (1)	Net Site Area (Acres) (1)	Maximum F.A.R. (1)	Maximum Dwelling Units	Maximum Efficiency Units (%) (2)	Maximum Building Height (ft.) (3)
A-1	59,190	1.36	7	200	20	130
A-2	94,062	2.16	7	282	20	240 on northern half 130 on southern half
A-3	74,376	1.71	2.2	20	0	35
B-1	71,749	1.65	7	200	20	130
B-2	96,647	2.22	8	400	0	Existing
C-1	72,203	1.66	8.5	350	20	130 on northern 20 feet 150 on remaining
C-2	40,009	0.92	0	0	0	0
D	71,527	1.64	6.5	241	20	Existing
E-1	135,317	3.11	8	290	20	160
E-2	169,488	1.89	8	0	0	160
F	Deleted from Planned Development					
G	27,760	0.64	4	96	20	103
H	214,422	4.92	3	256	20	80-130 (4)
I	123,455	2.83	4	225	20	130
Total	1,250,186	28.71	5.5	2,500	N/A	N/A

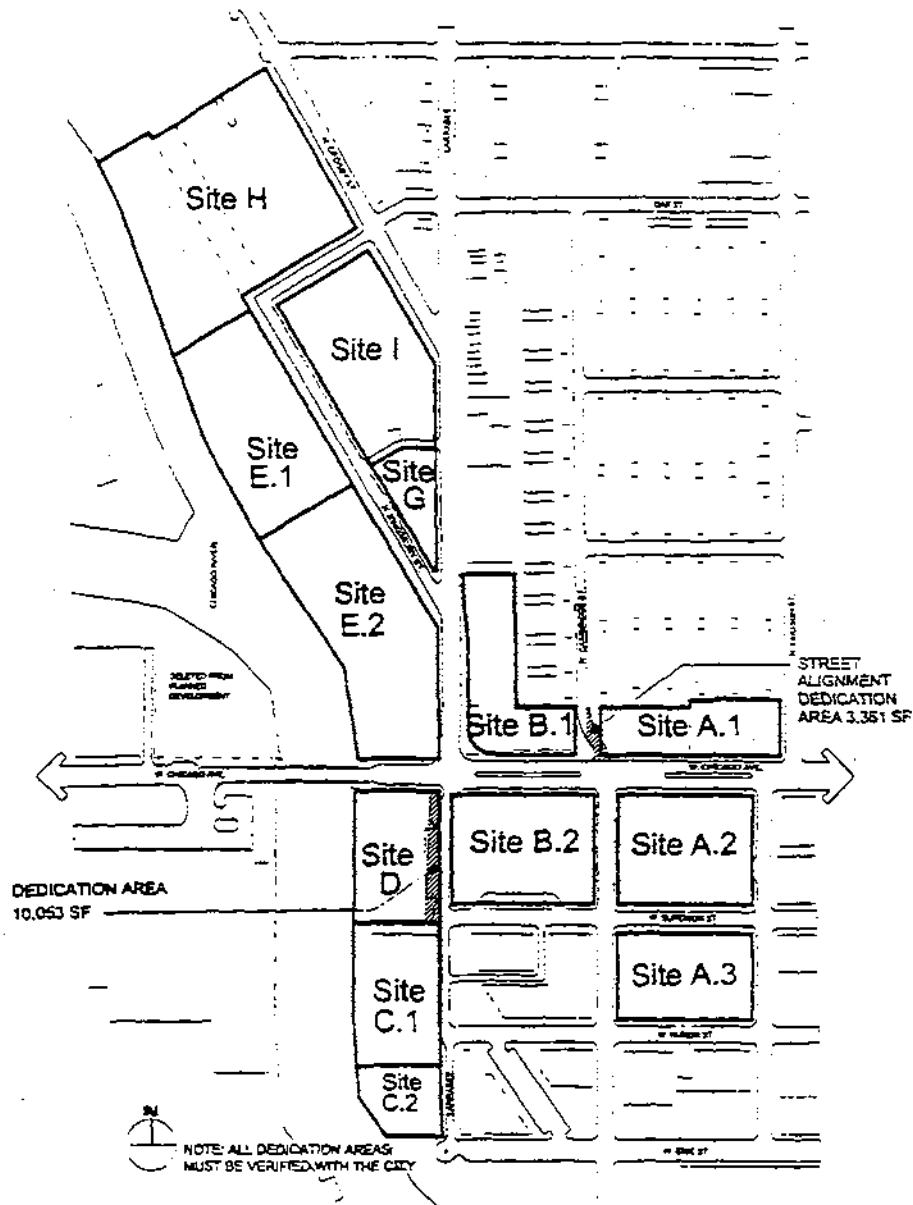
- (1) Net Site Area is based on the Boundary and Sub-Area Map and may change based on actual vacations and dedications. If Net Site Area is adjusted, the permitted floor area shall be adjusted accordingly.
- (2) An "Efficiency Unit" shall have the definition provided in 3.2 of the Chicago Zoning Ordinance, provided, in addition, an "Efficiency Unit" shall mean any unit containing less than 600 square feet.
- (3) "Building Height" excludes mechanical penthouses and other appendages above the level of the highest habitable floor.
- (4) West of Kingsbury: 80 feet (excluding the parking structure and any units attached thereto, which shall be subject to the 130 foot height limit); the remaining height limit for the property east of Kingsbury Street shall be 130 feet.

Boundary And Subarea Map.

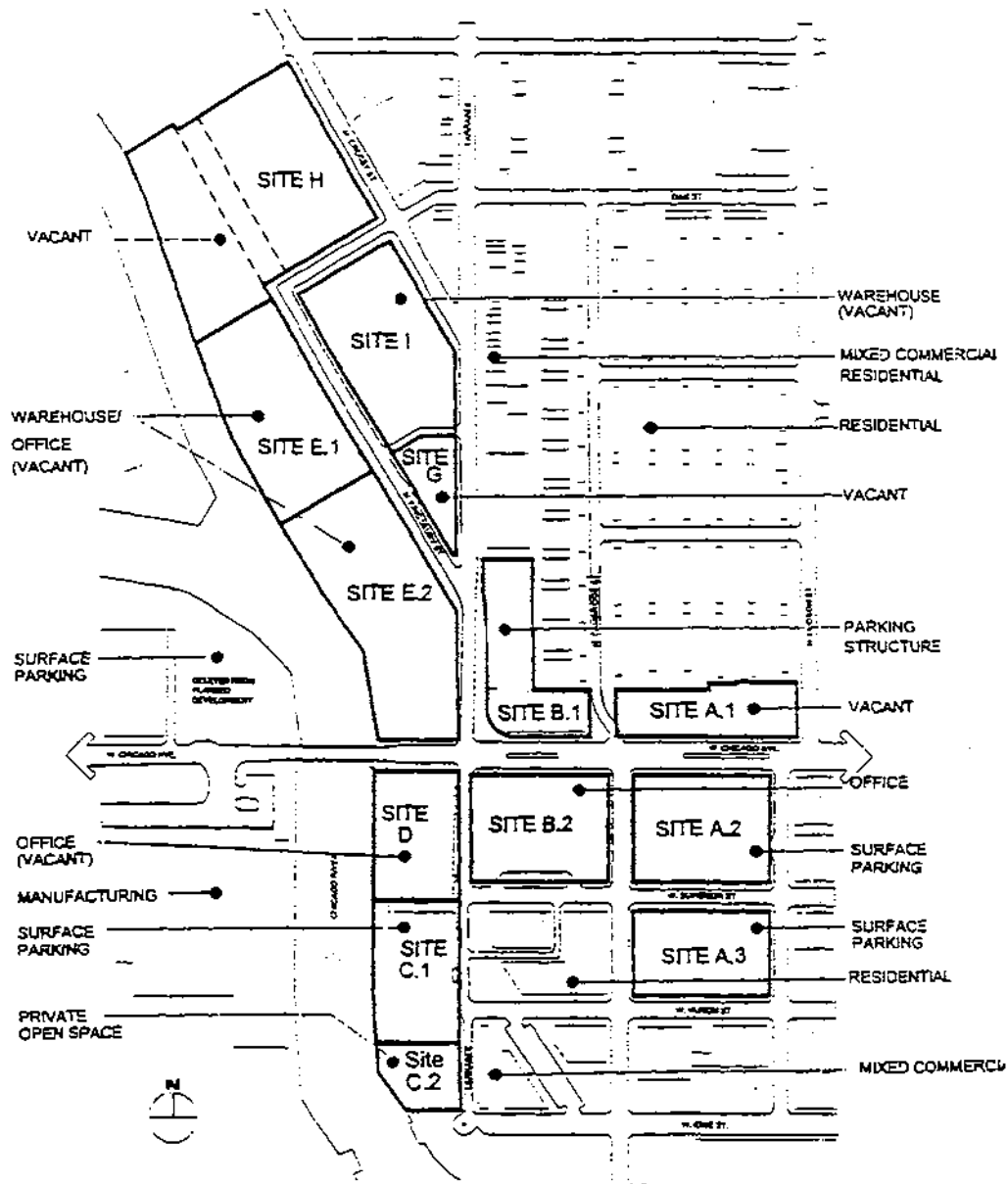


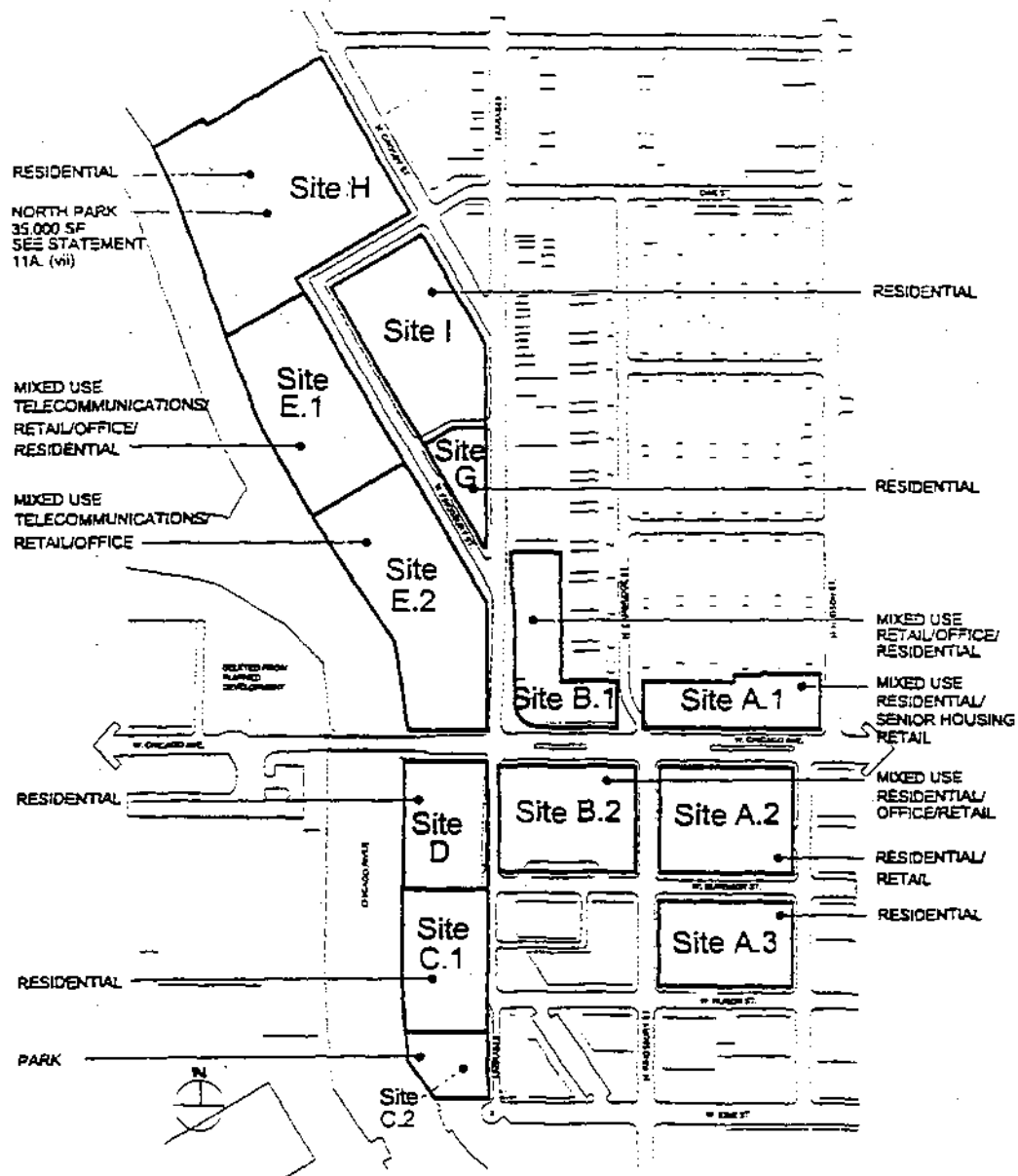
Proposed Right-Of-Way Vacation Map.



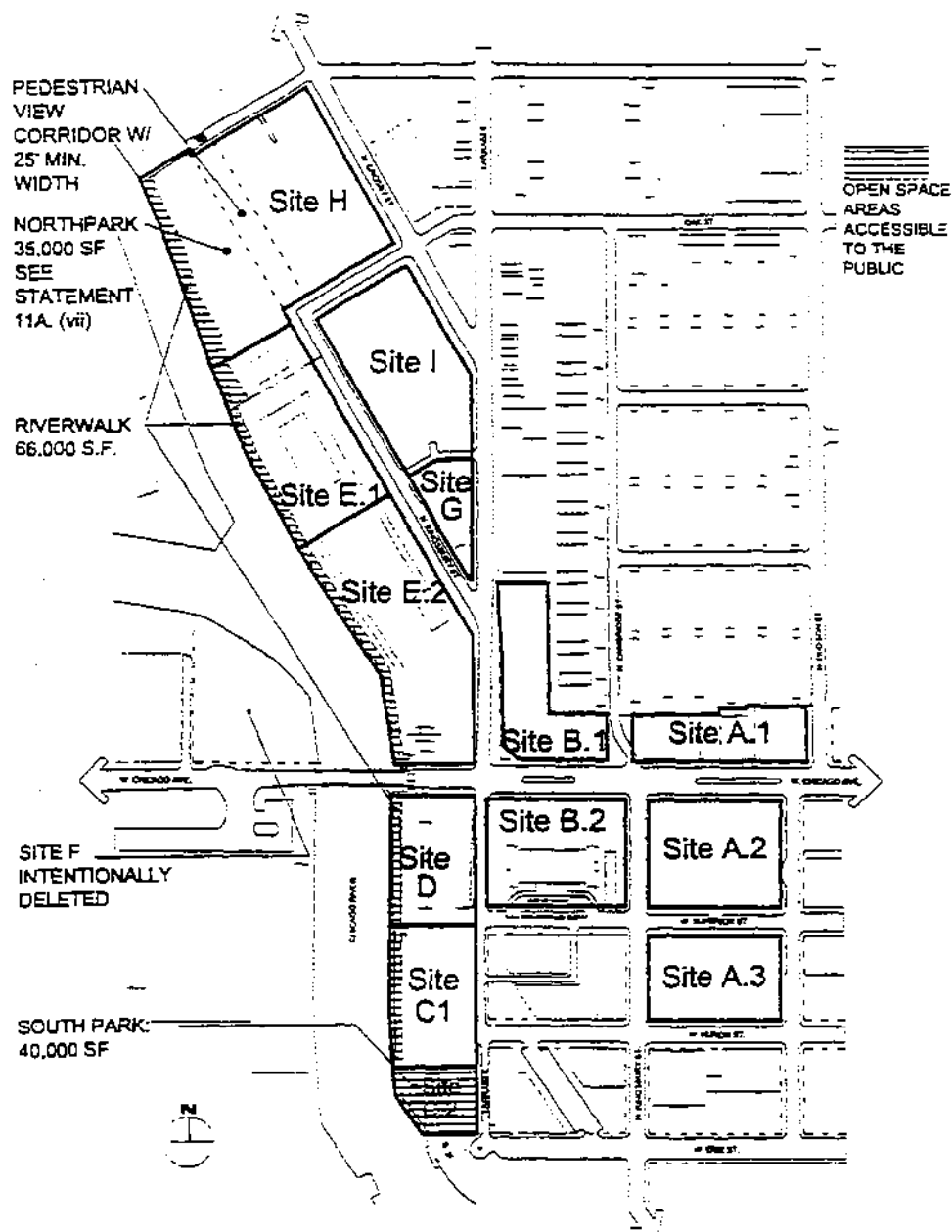


Existing Land-Use Plan.





Open Space Plan.

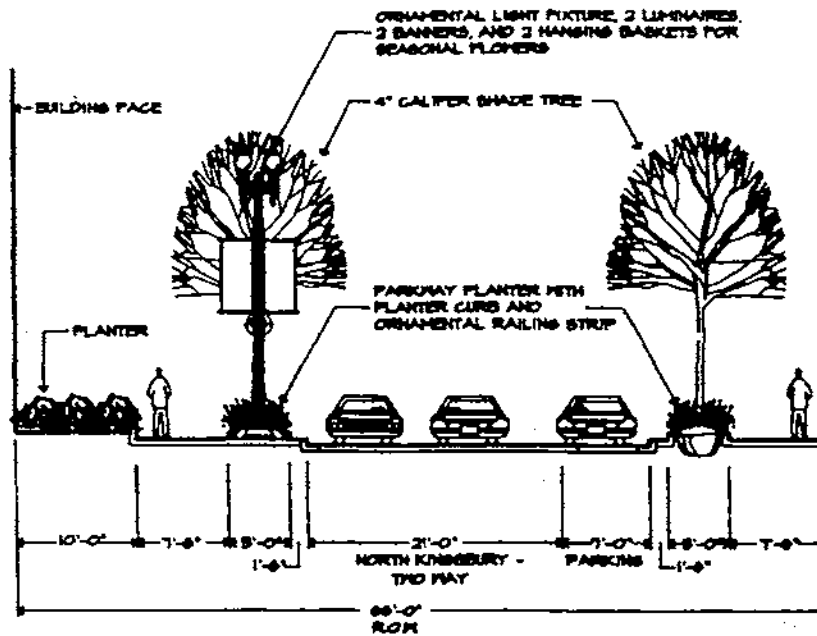


Right-Of-Way And Street Width Table.

Street Section	Existing Street Width	Existing ROW Width	Proposed Street Width *	Proposed ROW Width	Min. Parkway Width each side	Min. Sidewalk Width each side	Roadway Improvement (curb to curb) Responsible Party
Section One: Catalog Building on Kingsbury. Site E-1	N/A	66'	28'	No change	5' (additional 10' on west)	7'-6"	E-1
Section Two: Catalog Building on Kingsbury. Site E-2	N/A	66'	28'	No change	5' (additional 10' on west)	7'-6"	E-2
Section Three: Larrabee Street North of Kingsbury	38'	66'	38'	No change	5'	7'-6"	
Section Four: Catalog Building on Larrabee. Site E-2	45'	75'	46'	No change	5'	7'-6"	E-2
Section Five: Chicago Avenue Hudson to Larrabee	70'	100'	70' (including 10' center median)	No change	6' plus a 1'-6" cartage walk	7'-6"	A-1, A-2, B-1 & B-2
Section Six: Chicago Avenue Larrabee to River	49'-6"	60'	49'-6"	No change	6' North 6'-6" South	7'-6"	
Section Seven: Oak Street Kingsbury to Crosby	N/A	66'	36'	No change	6'	7'-6"	H or I
Section Eight: Hobble Street Kingsbury to Crosby	N/A	66'	36'	No change	6'	7'-6"	H
Section Nine: Al Morchausse Building on Larrabee Street. Site D	30'	30'	31' (including parking area)	60'	5' east 15' west on both sides of sidewalk	7'-6" east 10' west	D
Superior Street Hudson to Kingsbury	46'	74'	36' (back to back)	No change	12'	6'	A-2 or A-3
Kingsbury south of Chicago Avenue	40'	60'	No change	62'	6'	6'	A-2, A-3, B-2
Hudson south of Chicago Avenue	36'	60'	No change	No change	6'	6'	
Larrabee: Superior to Hyron	N/A	30'	TBD	TBD	TBD	TBD	C-1

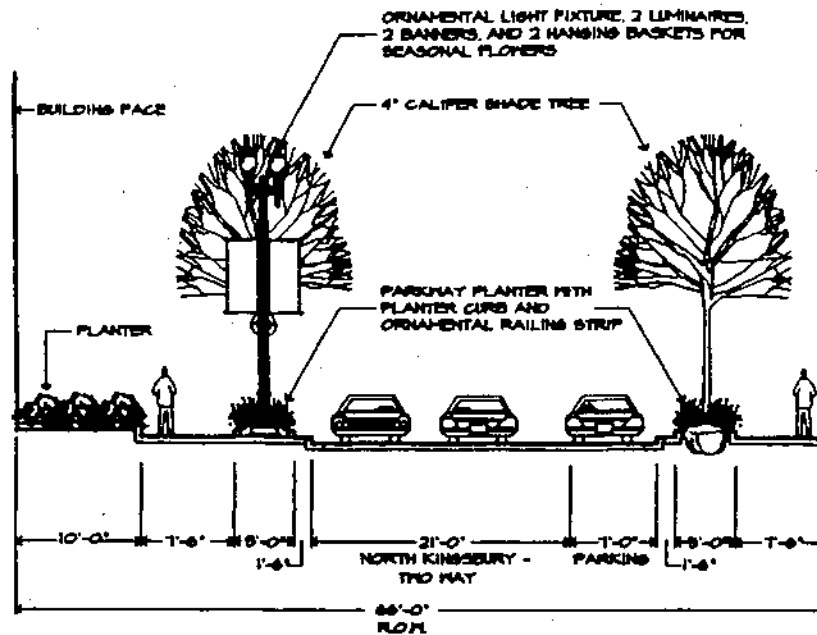
* Unless noted, street width is calculated from face of curb to face of curb

Landscape Sections.
(Page 1 of 9)



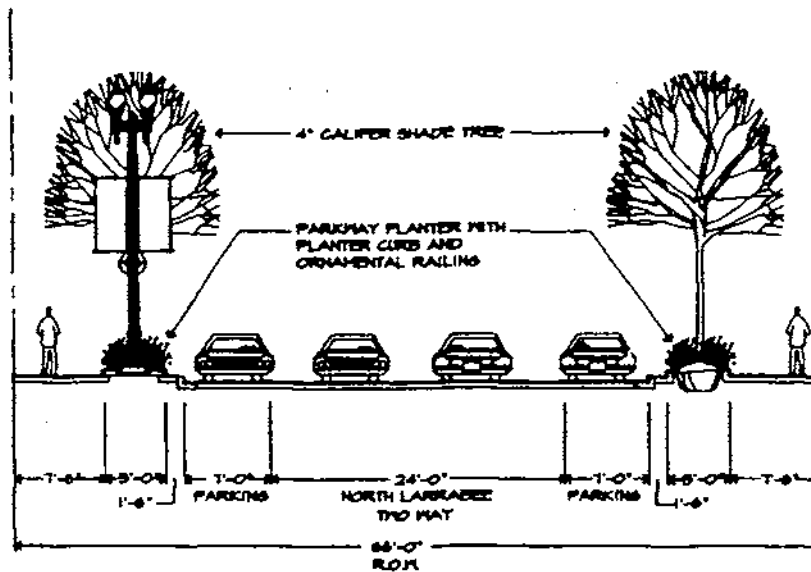
1. SECTION THRU KINGSBURY STREET AT 900 BUILDING - LOOKING NORTH
SCALE: 1/8\"=1'-0\"

Landscape Sections.
(Page 2 of 9)



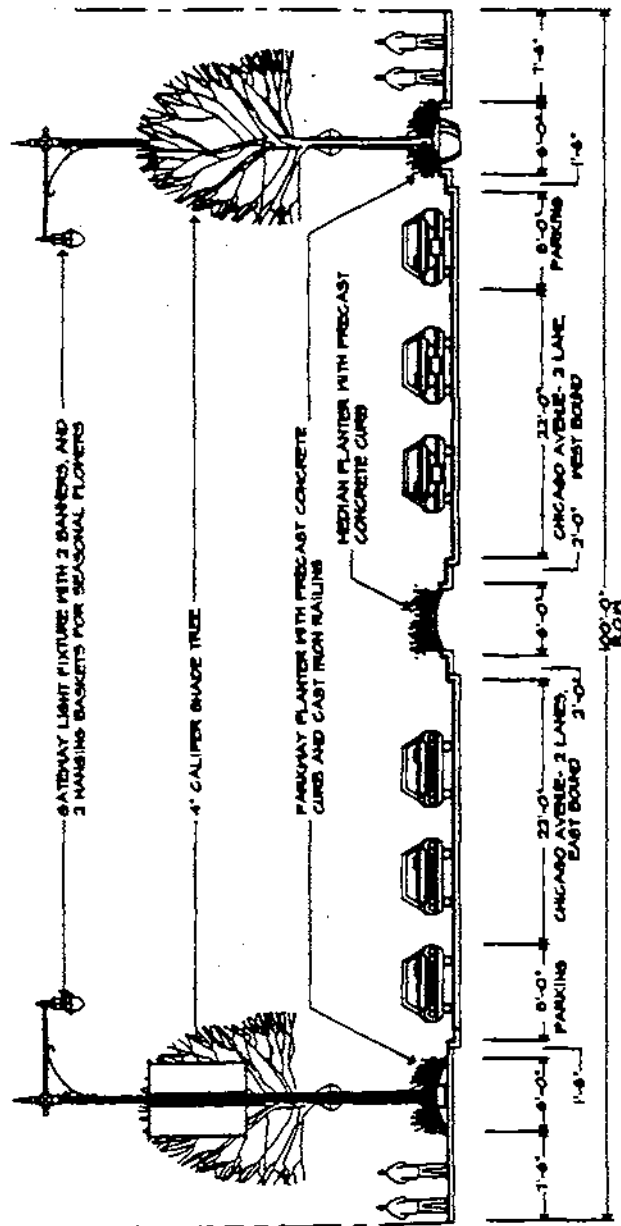
2. SECTION THRU KINGSBURY STREET AT 600 BUILDINGS - LOOKING NORTH
SCALE: 1/16"=1'-0"

Landscape Sections.
(Page 3 of 9)



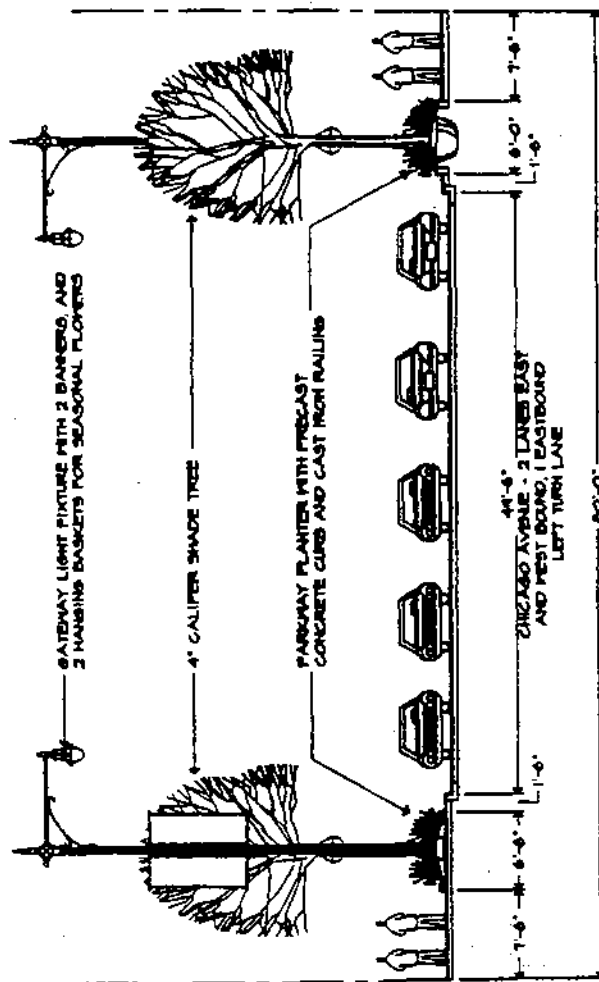
3. SECTION THRU LARRABEE STREET NORTH OF KINGSBURY - LOOKING NORTH
SCALE: 1/16"=1'-0"

Landscape Sections.
(Page 5 of 9)



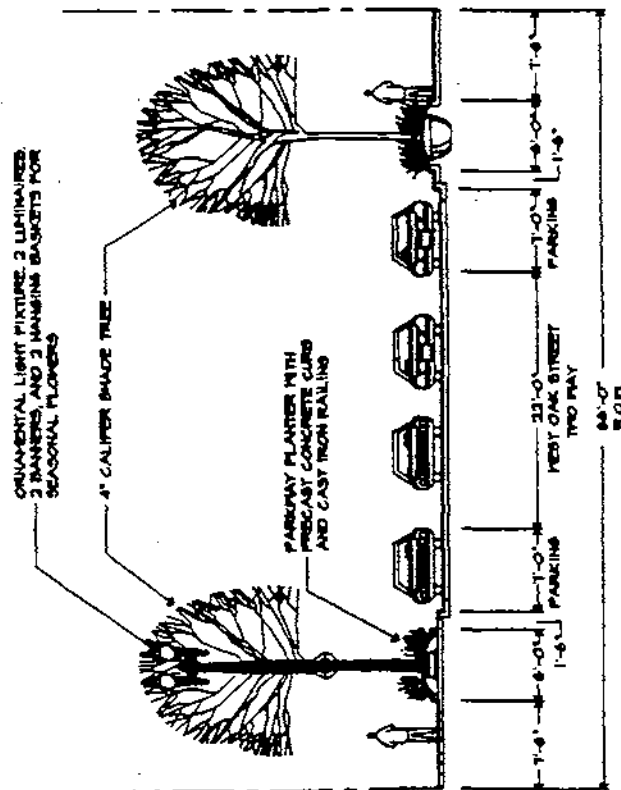
5. SECTION THRU CHICAGO AVENUE - EAST OF LARRABEE - LOOKING WEST
SCALE: 1/16"=1'-0"

Landscape Sections.
(Page 6 of 9)



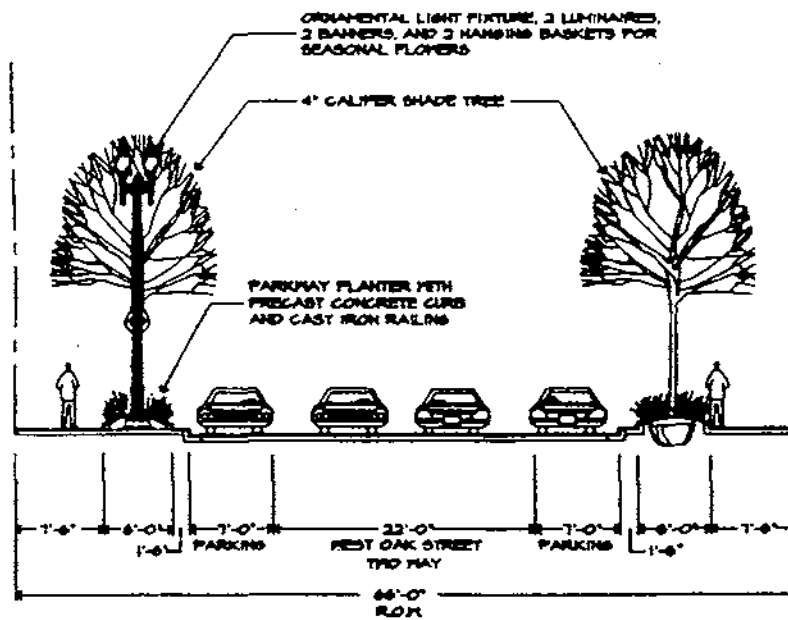
6. SECTION THRU CHICAGO AVENUE- WEST OF LARRABEE - LOOKING WEST
SCALE: 1/8"=1'-0"

Landscape Sections.
(Page 7 of 9)



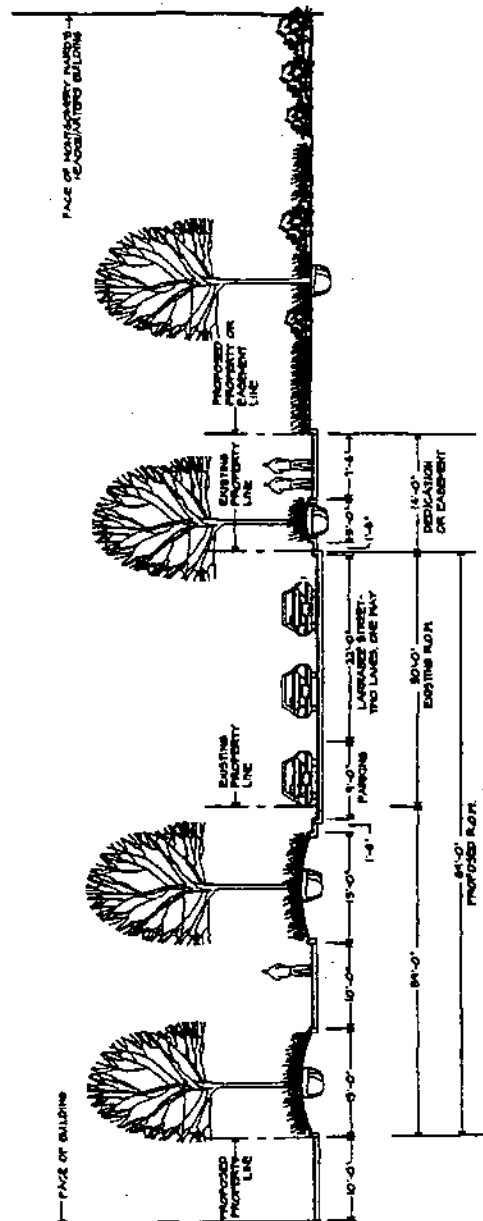
T. SECTION THRU OAK STREET LOOKING WEST
SCALE: 1/16"=1'-0"

Landscape Sections.
(Page 8 of 9)



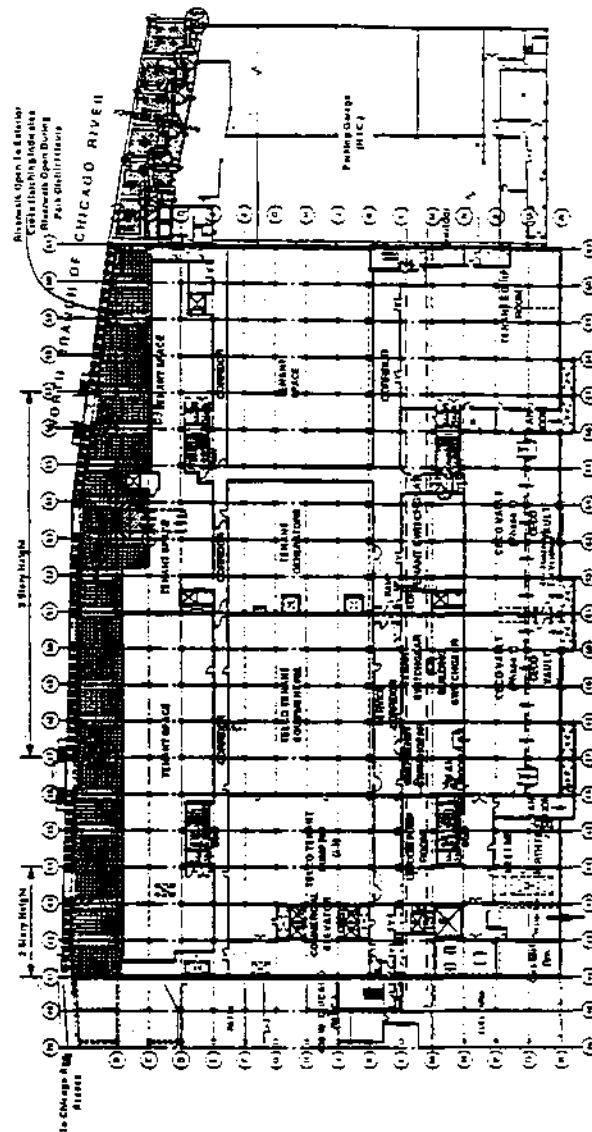
B. SECTION THRU HOBBIE STREET LOOKING WEST
SCALE: 1/16"=1'-0"

Landscape Sections.
(Page 9 of 9)

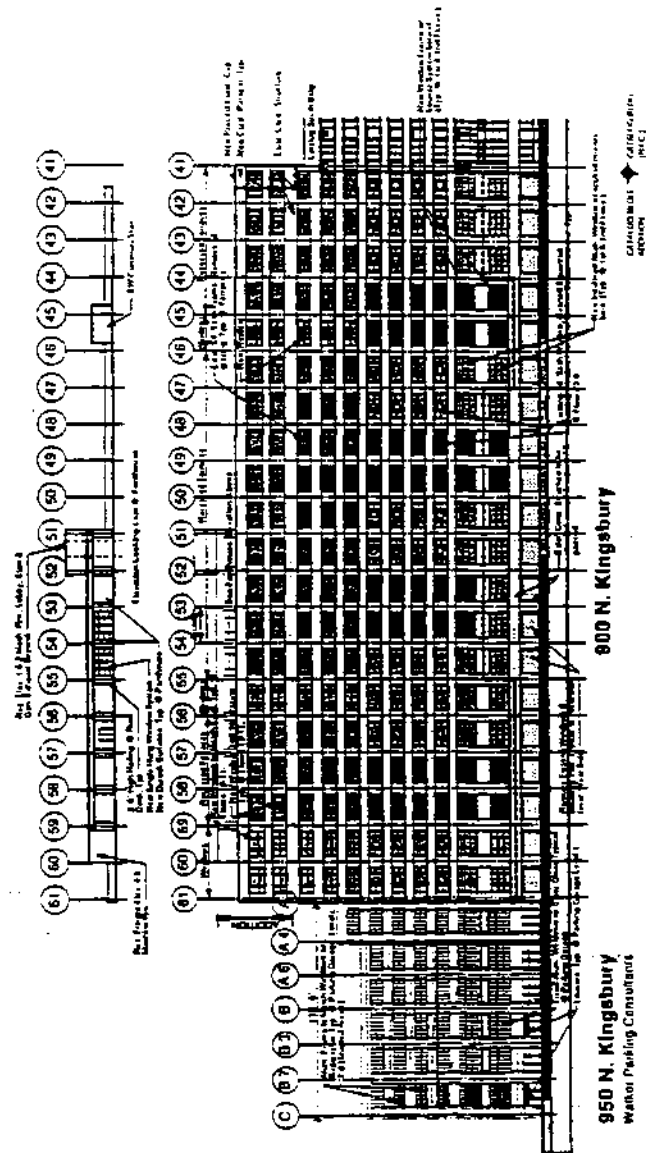


Q. SECTION THRU LANGUAGE STREET AT MERCHANDISE BUILDINGS - LOOKING NORTH
SCALE: 1/8" = 1'-0"

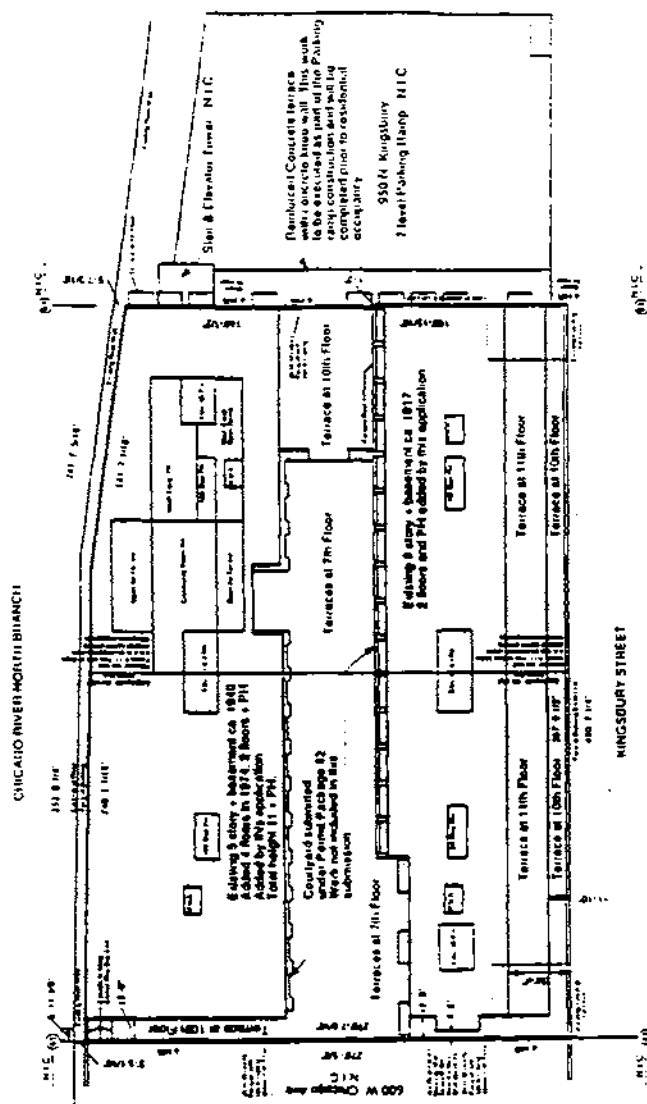
Riverwalk Level Plan.



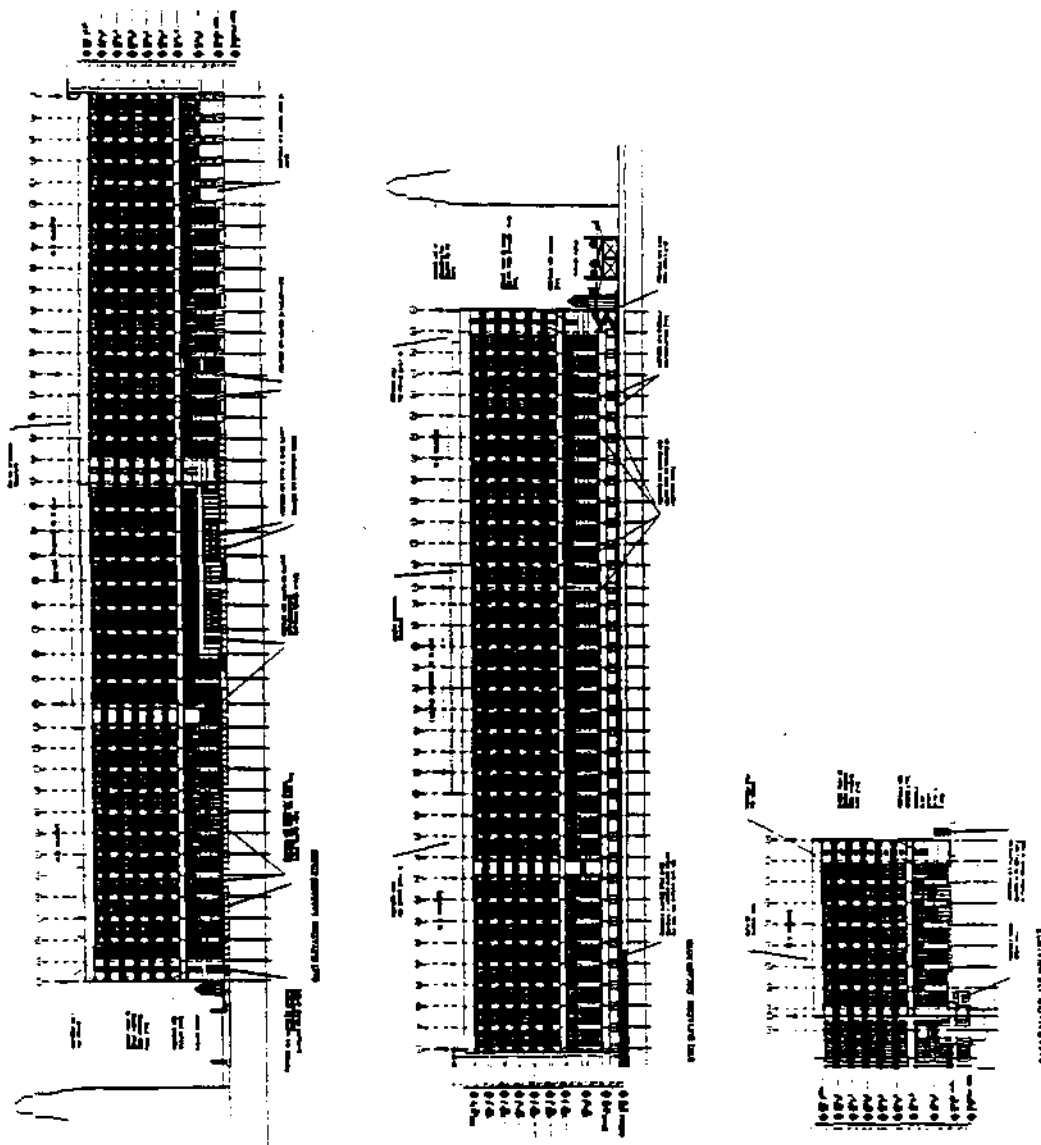
West Building Elevation.



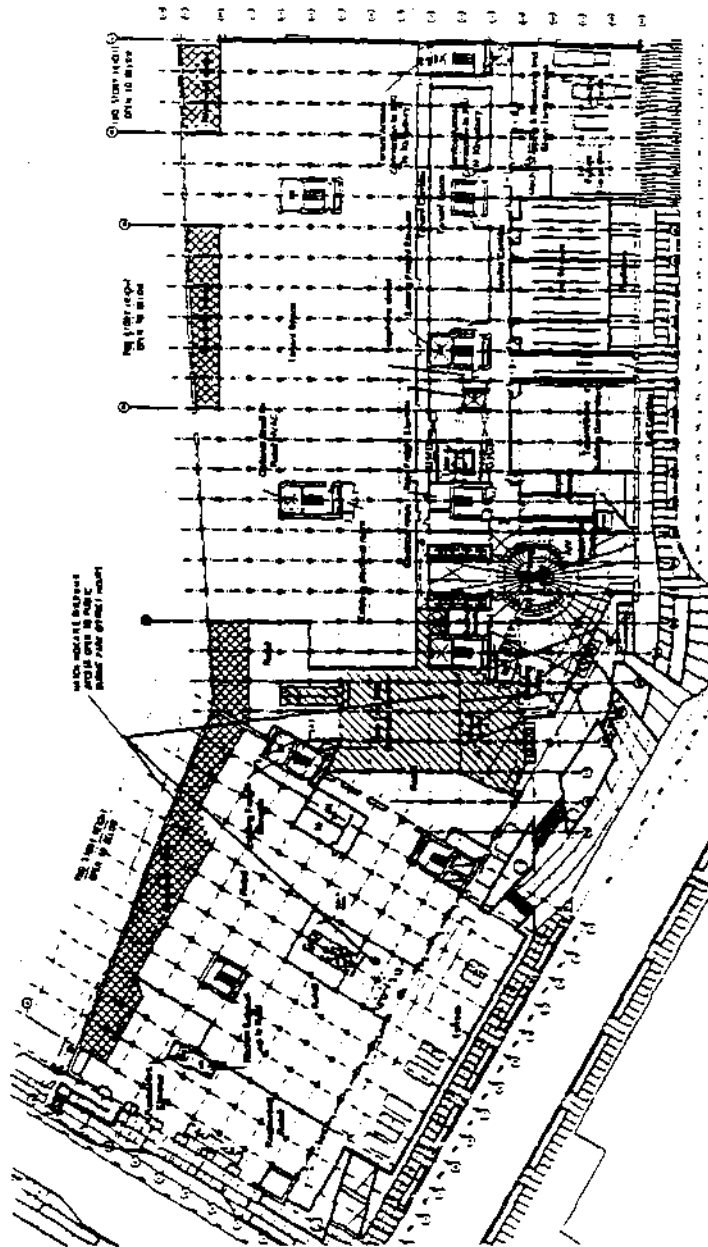
Roof Level Plan.



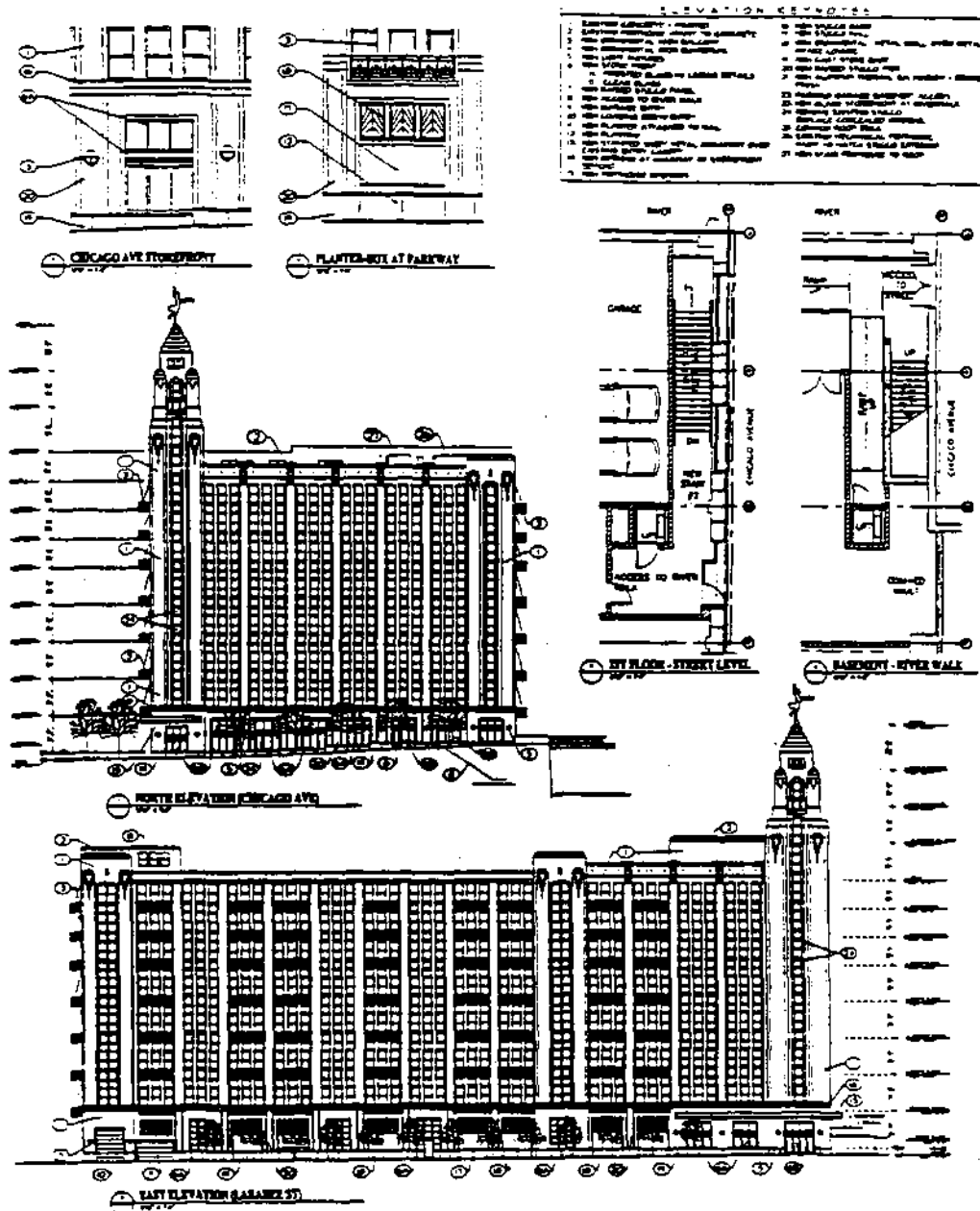
Building Elevations
Subarea E-2.



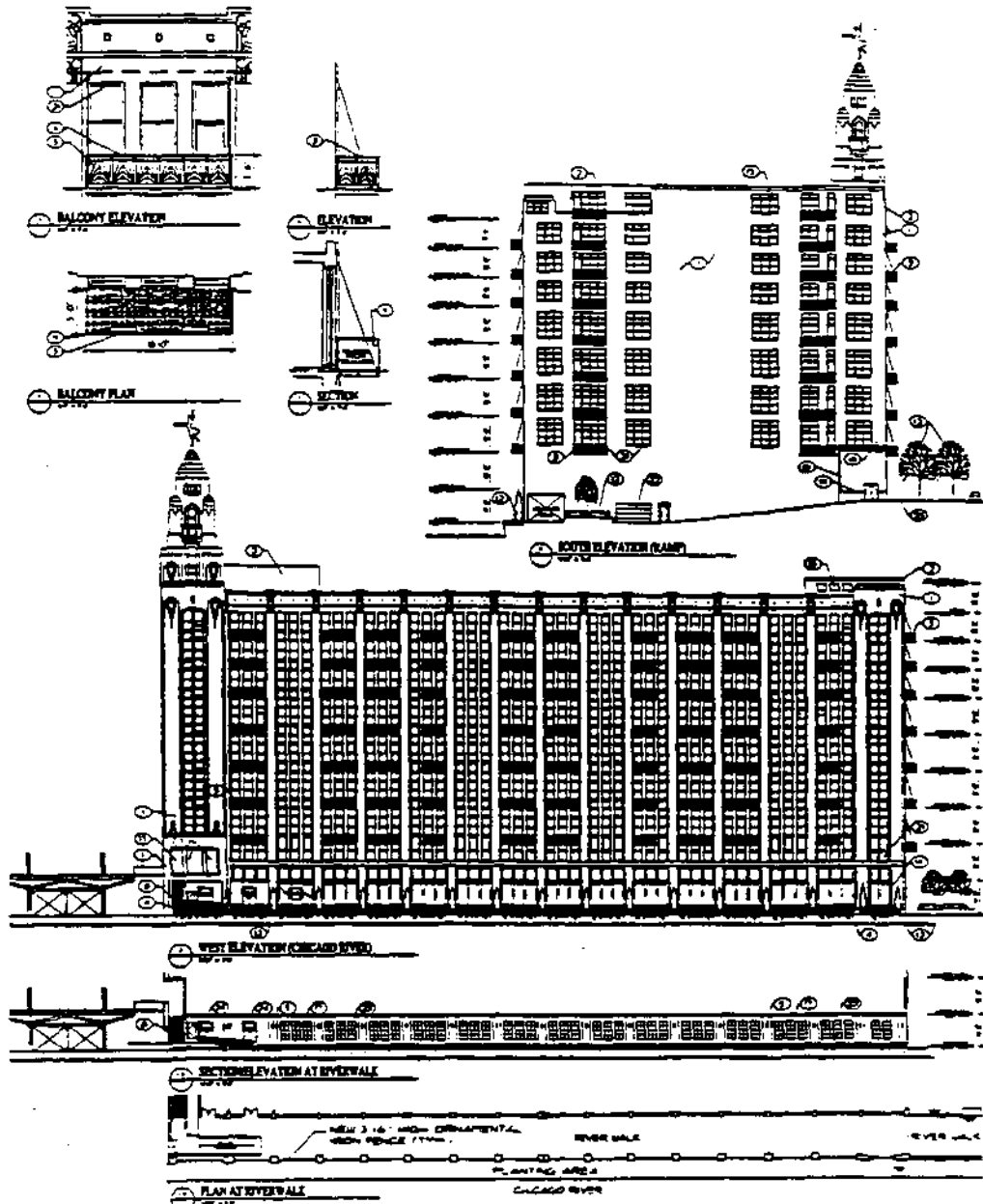
Street Level Plan Subarea E-2.



Building Elevations And Riverwalk Access
Merchandise Building Subarea D.
(Page 1 of 2)



Building Elevations And Riverwalk Access
Merchandise Building Subarea D.
(Page 2 of 2)



COMMITTEE ON ECONOMIC AND CAPITAL DEVELOPMENT.

**APPROVAL OF AMENDMENT NUMBER 2 TO NORTH
KENWOOD/OAKLAND CONSERVATION PLAN.**

The Committee on Economic and Capital Development submitted the following report:

CHICAGO, February 6, 2002.

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 approving Amendment Number 2 to the conservation plan for the North Kenwood/Oakland Conservation Area, begs leave to recommend that Your Honorable Body Pass said ordinance which is transmitted herewith.

This recommendation was concurred in by all 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, Haithecock, Tillman, Preckwinkle, Hairston, Beavers, Stroger, Beale, Pope, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 48.

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 the Constitution of the State of Illinois of 1970 and, as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, The City has established the Community Development Commission ("Commission") to assume all rights, powers, duties and obligations of the former Department of Urban Renewal and the former Commercial District Development Commission regarding redevelopment and conservation areas; and

WHEREAS, The City has heretofore approved the North Kenwood/Oakland Conservation Plan ("Plan") for the North Kenwood/Oakland Conservation Area; and

WHEREAS, By Resolution Number 01-CDC-116, adopted on December 18, 2001, the Commission approved Amendment Number 2 to the Plan, which adds eight (8) parcels to the Acquisition Map by the Amended Acquisition Map, dated December, 2001, said amendment is attached hereto as Exhibit A; and

WHEREAS, The City Council has reviewed Amendment Number 2 and has determined that it complies with contemporary principles of urban planning and the general recommendations of the Chicago Plan Commission; 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. Amendment Number 2 to the North Kenwood/Oakland Conservation Plan is hereby approved.

SECTION 3. This ordinance shall take effect immediately upon its passage.

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

*Exhibit "A".**Amendment Number 2**To The**North Kenwood/Oakland Conservation Plan.*

The North Kenwood/Oakland Conservation Plan is amended by the addition of an amended Acquisition Map, as shown on the attached page. Following the Map is a listing of the eight (8) properties added to the Acquisition Map.

[Acquisition Map referred to in this Amendment Number 2
to North Kenwood/Oakland Conservation Plan
printed on pages 78978 through
78979 of this Journal.]

List of Properties referred to in this Amendment Number 2 to the North Kenwood/Oakland Conservation Plan reads as follows:

List Of Acquisition Properties.
(To Amendment Number 2 To North Kenwood/
Oakland Conservation Plan)

Permanent Index Number	Address	Owner
17-34-409-012	3633 -- 3635 South Cottage Grove Avenue	LaSalle Building Corporation 6677 North Lincoln, 210 Lincolnwood, Illinois

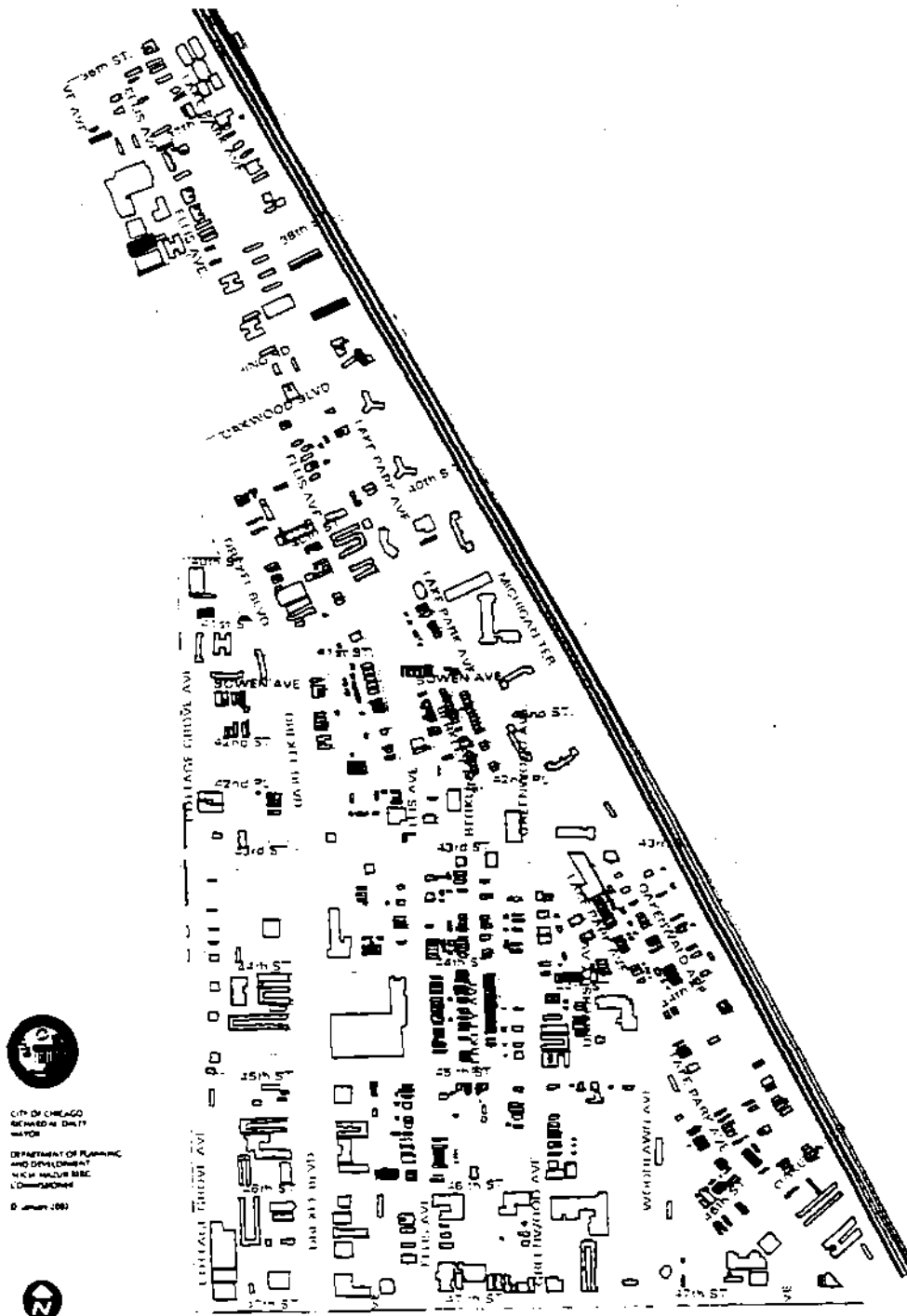
2/6/2002

REPORTS OF COMMITTEES

78977

Permanent Index Number	Address	Owner
17-35-104-010	3865 South Lake Park Avenue	Hugh T. Martin 1143 South Plymouth Court, Unit 412 Chicago, Illinois
17-35-104-004	3835 South Lake Park Avenue	Dr. Robert L. Cavens 7447 South South Shore Drive Chicago, Illinois
17-34-421-096	3747 South Cottage Grove Avenue	Wells Medical Clinic 3747 South Cottage Grove Avenue Chicago, Illinois
17-34-421-098	3749 South Cottage Grove Avenue	Odeh's Tadros 4844 West 107 th Street Oaklawn, Illinois
17-34-421-099	3755 South Cottage Grove Avenue	LaSalle Building Corporation 6677 North Lincoln, Unit 210 Lincolnwood, Illinois
17-35-101-001	3701 South Ellis Avenue	Noel Elliott Severalty 12801 South Monitor Avenue Palos Heights, Illinois
17-35-104-022	914 East Oakwood Street	Anthony Fields 914 East Oakwood Street Chicago, Illinois

Acquisition Map.
(To Amendment Number 2 To North Kenwood/
Oakland Conservation Plan)
(Page 1 of 2)



Acquisition Map.
(To Amendment Number 2 To North Kenwood/
Oakland Conservation Plan)
(Page 2 of 2)



APPROVAL OF AMENDMENT NUMBER 2 TO WASHINGTON
PARK REDEVELOPMENT PLAN.

The Committee on Economic and Capital Development submitted the following report:

CHICAGO, February 6, 2002.

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 approving Amendment Number 2 to the redevelopment plan for the Washington Park Redevelopment Area, begs leave to recommend that Your Honorable Body Pass said ordinance which is transmitted herewith.

This recommendation was concurred in by all 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, Hairston, Beavers, Stroger, Beale, Pope, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 48.

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 the Constitution of the State of Illinois of 1970 and, as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, The City has established the Community Development Commission ("Commission") to assume all rights, powers, duties and obligations of the former Department of Urban Renewal and the former Commercial District Development Commission regarding redevelopment and conservation areas; and

WHEREAS, The City has heretofore approved the Washington Park Redevelopment Plan ("Plan") for the Washington Park Redevelopment Project Area; and

WHEREAS, By Resolution Number 01-CDC-109, adopted on December 11, 2001, the Commission approved Amendment Number 2 to the Plan, which changes the land use from residential to institutional for the site located at 5240 -- 5250 South Prairie Avenue, said amendment is attached hereto as Exhibit A; and

WHEREAS, The City Council has reviewed Amendment Number 2 and has determined that it complies with contemporary principles of urban planning and the general recommendations of the Chicago Plan Commission; 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. Amendment Number 2 to the Washington Park Redevelopment Plan is hereby approved.

SECTION 3. This ordinance shall take effect immediately upon its passage.

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

*Exhibit "A".**Amendment Number 2**To The**Washington Park Redevelopment Plan.*

The Washington Park Redevelopment Plan dated March, 1998 and approved by the City Council on July 29, 1998; Amendment Number 1, dated April, 2000 and approved on June 7, 2000; and Amendment Number 2, dated December, 2001 shall be amended as follows:

1. The land use for the site comprising of IA-36 shall be changed from Residential to Institutional.

*Address**Permanent Index Number*

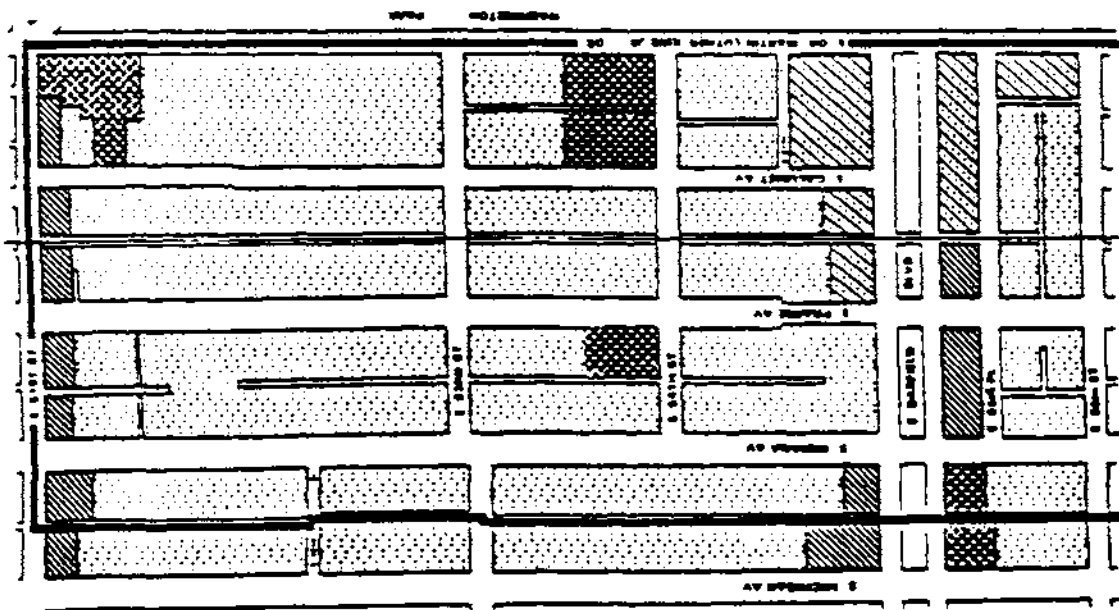
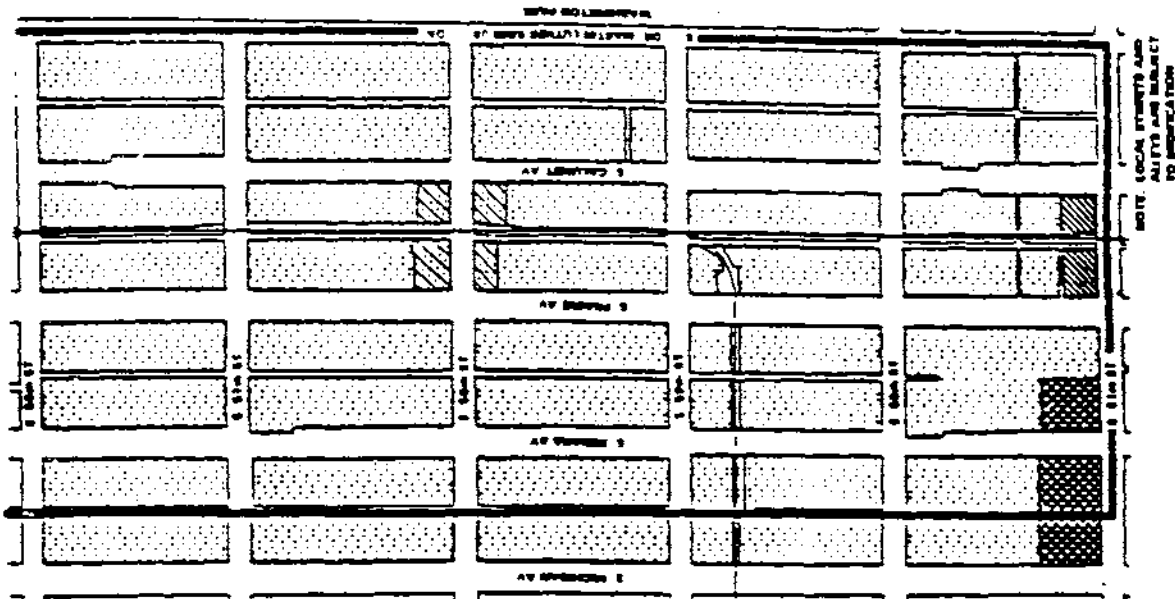
5340 -- 5350 South Prairie Avenue

20-10-310-027
through 031

2. The Land-Use Plan Map dated March, 1998 shall be substituted for the Land-Use Map dated December, 2001. The new map reflects the above changes.

[Land-Use Plan Map attached to this Amendment Number 2
to the Washington Park Redevelopment Plan printed
on page 78983 of this Journal.]

Substitution Land-Use Plan Map.
(To Amendment Number 2 To Washington
Park Redevelopment Plan)



COMMITTEE ON HEALTH.

**AUTHORIZATION FOR EXECUTION OF INTERGOVERNMENTAL
COOPERATION AGREEMENT WITH BOARD OF EDUCATION
FOR COMPREHENSIVE ORAL HEALTH PROGRAM
IN CHICAGO PUBLIC SCHOOLS.**

The Committee on Health submitted the following report:

CHICAGO, February 6, 2002.

To the President and Members of the City Council:

The Committee on Health met on Tuesday, February 5, 2002 at 10:30 A.M. in Room 201-A of City Hall to hear an ordinance transmitted by Mayor Richard M. Daley authorizing the execution of an agreement with the Chicago Department of Public Health and the Board of Education regarding an oral health program. The measure was passed with no opposition.

Respectfully submitted,

(Signed) ED H. SMITH,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Hairston, Beavers, Stroger, Beale, Pope, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 48.

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 municipal corporation, is a home rule unit of government under Section 6(a), Article VII of the 1970 Constitution of the State of Illinois; and

WHEREAS, The Board of Education (the "Board") and the City, acting by and through its Department of Public Health ("C.D.P.H."), desire to enter into an Intergovernmental Agreement ("Agreement") whereby the Board and C.D.P.H. will establish a dental sealant program (the "Project") in the Chicago Public Schools; and

WHEREAS, The 1970 Illinois Constitution, Article VII, Section 10, and the Illinois Intergovernmental Cooperation Act, Illinois Compiled Statutes, Chapter 5, Act 220, give local units of government and public agencies the right to contract among themselves to obtain services and encourage intergovernmental cooperation; now, therefore,

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

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

SECTION 2. The Mayor and the Commissioner of the Chicago Department of Public Health (the "Commissioner") are each hereby authorized, subject to review by the Corporation Counsel, to enter into and execute an intergovernmental agreement (the "Agreement") between the City and the Board in substantially the form attached as Exhibit A to this ordinance, and such agreements, amendments and documents as are required or necessary to implement the terms of the Agreement and the Project.

SECTION 3. This ordinance shall be in full force and effect by and from the date of its passage.

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

Exhibit "A".

This agreement (the "Agreement"), made and entered into as of _____, 2002

("Effective Date") by and between the City of Chicago (the "City"), a municipal corporation and home rule unit of government under Article VII, Section 6(a) of the 1970 Constitution of the State of Illinois, by and through its Department of Public Health ("C.D.P.H."), and the Board of Education of the City of Chicago (the "Board"), a body politic and corporate.

Recitals.

Whereas, The Board wishes to facilitate the availability of a comprehensive dental sealant program in the Chicago Public Schools; and

Whereas, The Board and C.D.P.H. desire to collaborate to provide dental services and dental education and to make such services available to Chicago Public School students; and

Whereas, On _____, 2002, the City Council adopted an ordinance authorizing the execution of this Agreement between the City and Board;

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

Article 1.

Incorporation Of Recitals.

The recitals set forth above are incorporated herein by reference and made a part hereof.

Article 2.

Dental Services Program.

2.1 Statement Of Purpose.

The Board and C.D.P.H. enter into this collaborative Agreement for the purpose of promoting healthy children and maximizing children's learning potential.

2.2 Scope Of Project.

In conformance with the guidelines for school-based, preventive dental services promulgated by the City of Chicago's Oral Health Task Force, C.D.P.H. and C.P.S. will collaborate to offer a dental sealant program ("Oral Health Program") to Chicago Public School students in the second (2nd) and sixth (6th) grades with the permission of the school principal and parental/guardian consent. The Oral Health Program will consist of the following services ("Services"):

- (A) onsite dental screening services, consisting of a screening, examination and prophylaxis (cleaning and fluoridation) ("Dental Screening"); and
- (B) dental sealants as needed; and
- (C) dental education services for all students in the second (2nd) and sixth (6th) grades participating in the Oral Health Program; and
- (D) outreach to students and their families to encourage preventive oral health activities and participation in the Oral Health Program; and
- (E) referral to community dentists for follow-up dental services as needed; and
- (F) scheduling of onsite dental services with schools; and
- (G) design and implementation of a quality assurance and improvement program to monitor compliance with practice guidelines and applicable local, state and federal laws and regulations; and
- (H) preparation of oral health findings, dental referral letters and other program materials for distribution to students and their families; and
- (I) appropriate supervision of subcontracting dentists licensed to practice in the State of Illinois, including in-service training for the purpose of orientation for C.D.P.H./C.P.S. school-based Oral Health Program and monitoring; and
- (J) services provided at no charge to C.P.S. students or their families. C.D.P.H. may bill the Illinois Department of Public Aid for covered services provided to students enrolled in the Medicaid/KidCare program. All dental services provided by provider dentists (as defined below) to students who are not Medicaid enrollees will be the responsibility of the provider dentists, with no cost to the Board or C.P.S.

2.3 Location Of Services.

Services will be available at the C.P.S. schools identified in (Sub)Exhibit A, attached hereto and incorporated herein. C.P.S. is desirous of expanding the locations where Services will be available and through agreement by the Chief Specialized Services Officer and the Commissioner of the Department of Public Health, the list of schools may be expanded, amended or altered. Any such change or amendment to the list of schools identified in (Sub)Exhibit A shall be documented in letter form between the parties.

2.4 Board Responsibilities.

The Board's sole responsibility pursuant to this Agreement is limited to making the administrative arrangements necessary for Services to be provided to C.P.S. students. As such, Board will take all reasonable measures to perform the following:

- (A) inform principals and staff of the Oral Health Program, including distribution of guidelines for school-based dental services and information on how schools can participate; and
- (B) assist in promoting Dental Screenings, distributing the parental consent forms and obtaining parental/guardian consent; and
- (C) scheduling of onsite dental services in cooperation with C.D.P.H. or informing C.D.P.H. of scheduled visits; and
- (D) provision of appropriate space for Dental Screenings; and
- (E) provision of appropriate supervision of participating students during onsite Dental Screening.

2.5 Consent Form.

Board agrees to assist in obtaining parental/guardian consent on a parental consent form ("Consent Form"), which will be necessary prior to any student's Dental Screening. Board makes no representation as to legal accuracy, rights or liabilities addressed by the Consent Form and Board's sole purpose will be to help distribute and receive a completed Consent Form to facilitate the Services. A sample Consent Form is attached and incorporated hereto as (Sub)Exhibit B.

2.6 C.D.P.H. Responsibilities.

C.D.P.H. will (a) design and implement a quality assurance and improvement program to monitor compliance with practice guidelines and applicable local, state and federal law and regulations; (b) facilitate the recruitment, registration and monitoring of any non-C.D.P.H. participating dentists ("Provider Dentists"), licensed to practice in the State of Illinois; and (c) verify the licensure of, and select the Provider Dentists.

2.7 Medicaid Information.

Board will not assist in identifying Medicaid-eligible C.P.S. students, nor in the identification of Medicaid recipient identification numbers. In no event shall the Board be responsible for the collection of any payments for Services.

2.8 Universal Precautions.

C.D.P.H. shall require that all C.D.P.H. participating dentists and Provider Dentists use universal precautions. In no event shall Board be responsible for the Services provided, nor for the removal or disposal of any item considered a bio-hazard material requiring Centers for Disease Control and Prevention infection control disposal.

2.9 Reporting.

Board will request a complete report of students served, not including student names. Such report shall provide numbers or statistics of students served under the Oral Health Program and progress of Oral Health Screenings.

Article 3.

Term.

3.1

The term of this Agreement shall commence on its Effective Date and shall expire twelve (12) months thereafter ("Term").

3.2

Upon expiration of the Term, the parties shall have the right to renew this Agreement in writing for three (3) twelve (12) month renewal options.

3.3

Either party may terminate this Agreement upon sixty (60) days prior written notice to the other.

*Article Four.**Consent.*

Whenever the consent or approval of one (1) or both parties to this Agreement is required hereunder, such consent or approval shall not be unreasonably withheld and shall be provided in writing by the consenting party.

*Article Five.**Notice.*

Notice to Board shall be addressed to:

Chicago Public Schools
Department of Operations
125 South Clark Street, 8th Floor
Chicago, Illinois 60603
Attention: Sue Gamm,
Chief Specialized
Services Officer

with a copy to:

Chicago Board of Education
Law Department
125 South Clark Street, 7th Floor
Chicago, Illinois 60603
Attention: General Counsel

Notice to the City shall be addressed to:

Chicago Department of Public Health
333 South State Street
Chicago, Illinois 60603
Attention: John Wilhelm, M.D.,
Commissioner

and

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

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

Such addresses may be changed when notice is given to the other party in the same manner as provided above. Any notice, demand or request sent pursuant to either clause (a) or (b) hereof shall be deemed received upon such personal service or upon dispatch by electronic means. Any notice, demand or request sent pursuant to clause (c) shall be deemed received on the day immediately following deposit with the overnight courier and, if sent pursuant to subsection (d) shall be deemed received forty-eight (48) hours following deposit in the mail.

Article 6.

Assignment; Binding Effect.

6.1

This Agreement, or any portion thereof, shall not be assigned by either party without the prior written consent of the other.

6.2

This Agreement shall inure to the benefit of and shall be binding upon the City, the Board and their respective successors and permitted assigns. This Agreement is intended to be and is for the sole and exclusive benefit of the parties hereto and such successors and permitted assigns.

Article 7.

Modification.

This Agreement may not be altered, modified or amended except by written instrument signed by all of the parties hereto.

Article 8.

Compliance With Laws.

The parties hereto shall comply with all federal, state and municipal laws, ordinances, rules and regulations relating to this Agreement.

*Article 9.**Governing Law And Severability.*

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

*Article 10.**Counterparts.*

This Agreement may be executed in counterparts, each of which shall be deemed an original.

*Article 11.**Entire Agreement.*

This Agreement constitutes the entire agreement between the parties and cannot be modified or amended except by mutual written agreement of the parties.

*Article 12.**Authority.*

Execution of this Agreement by the City is authorized by an ordinance passed by the City Council of the City on _____, 2002. Execution of this Agreement by the

Board is authorized by Board Report Number 01-0926-PR49. The parties represent and warrant to each other that they have the authority to enter into this Agreement and perform their obligations hereunder.

Article 13.

Headings.

The headings and titles of this Agreement are for convenience only and shall not influence the construction or interpretation of this Agreement.

Article 14.

Disclaimer Of Relationship.

Nothing contained in this Agreement, nor any act of the City or the Board shall be deemed or construed by any of the parties hereto or by third persons, to create any relationship of third party beneficiary, principal, agent, limited or general partnership, joint venture or any association or relationship involving the City and the Board.

Article 15.

Construction Of Words.

The use of the singular form of any word herein shall also include the plural and vice versa. The use of the neuter form of any word herein shall also include the masculine and feminine forms. The masculine form shall include feminine and neuter and the feminine form shall include masculine and neuter.

*Article 16.**No Personal Liability.*

No member, official, employee or agent of the City or the Board shall be individually or personally liable in connection with this Agreement.

*Article 17.**Indemnification.*

C.D.P.H. agrees to indemnify and hold harmless the Board, its members, trustees, employees, agents, officers and officials, from and against any liability, taxes, tax penalties, interest, losses, penalties, damages and expenses, including costs and attorney fees, arising out of, or relating to, any claim, liens, damages, obligations, actions, suits, judgments, settlements or causes of action, in connection with or arising out of the acts or omissions of itself, or its employees or its subcontractors, if any, under this Agreement except to the extent caused by the willful or intentional misconduct of the Board, its member, trustees, employees, agents, officer or officials. This includes, but is not limited to, the unauthorized use of any trade secrets, United States patent or copyright infringement. The indemnities set forth herein shall survive the expiration or termination of this Agreement.

Board agrees to indemnify and hold harmless the City, its members, employees, agents, officers and officials, from and against any liability, taxes, tax penalties, interest, losses, penalties, damages and expenses, including costs and attorney fees, arising out of, or relating to, any claim, liens, damages, obligations, actions, suits, judgments, settlements, or causes of action, in connection with or arising out of the acts or omissions of itself, or its employees or its subcontractors, if any, under this Agreement except to the extent caused by the willful or intentional misconduct of the City, its members, employees, agents, officers and officials. This includes, but is not limited to, the unauthorized use of any trade secrets, United States patent or copyright infringement. The indemnities set forth herein shall survive the expiration or termination of this Agreement.

*Article 18.**Representatives.*

Immediately upon execution of this Agreement, the following individuals will represent the parties as a primary contact in all matters under this Agreement.

For The Board:

Sue Gamm, Chief Specialized Services
Officer
Chicago Public Schools
Office of Specialized Services
125 South Clark Street, 8th Floor
Chicago, IL 60603
Phone: (Omitted for printing purposes)

For The City:

John Wilhelm, M.D., Commissioner
Chicago Department of Public Health
333 South State Street
Chicago, Illinois 60603
KPhone: (Omitted for printing purposes)
Fax: (Omitted for printing purposes)

Each party agrees to promptly notify the other party of any change in its designated representative, which notice shall include the name, address, telephone number and fax number of the representative for such party for the purpose hereof.

*Article 19.**Board Required Provisions.**19.1 Conflict Of Interest.*

This Agreement is not legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3, which restricts the employment of, or the letting of contracts to, former Board members within a one (1) year period following expiration or other termination of their office.

19.2 Ethics.

No officer, agent or employee of the Board is or will be employed by the City or has or will have a financial interest, directly or indirectly, in this Agreement or the compensation to be paid hereunder except as may be permitted in writing by the Board's Ethics Policy Number 95-0927-RU3 adopted September 27, 1995 and as amended April 21, 1999 Number 99-0421-PO2, which is hereby incorporated by reference into and made a part of this Agreement.

19.3 Inspector General.

Each party to this Agreement hereby acknowledges that in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Article 20.

Provisions Related To Grant Agreement.

20.1 Confidentiality.

The Board agrees to protect from any and all disclosure all information which identifies or which could lead to the identity of recipients of services provided pursuant to this Agreement. If the Board receives a request for information which may identify an individual, the Board shall notify C.D.P.H. immediately. A request for information includes a subpoena, court order, Freedom of Information Act request or a request from a researcher. Any issue whether information or may be identifiable shall be resolved by C.D.P.H. or the State of Illinois Department of Public Health.

20.2 Work Product.

All intellectual property and all documents, including reports and all other work products, produced under this Agreement shall, as between C.D.P.H. and the Board, become and remain the exclusive property of C.D.P.H. and shall become and remain the exclusive property of C.D.P.H., and shall not be copyrighted, patented or trademark registered by the Board except as authorized by C.D.P.H. in a separate contract.

20.3 Further Assurances.

The Board agrees to do such further acts and things, and to execute and deliver such additional agreements and instruments, as C.D.P.H. may reasonably request in order to carry out the provisions and purpose of this Agreement.

In Witness Whereof, Each of the parties has caused this Agreement to be executed and delivered as of the date first above written.

City of Chicago, Illinois, by and through
its Department of Public Health

By: _____
Commissioner,
Department of Public Health

Board of Education of the City of Chicago

By: _____

Name: _____

Title: _____

Attest: _____
Sharon Revello, Secretary

Board Report Number: _____

Approved as to legal form: _____

Marilyn F. Johnson,
General Counsel

[(Sub)Exhibit "B" referred to in this Agreement with the Board of Education unavailable at time of printing.]

(Sub)Exhibit "A" referred to in this Agreement with the Board of Education reads as follows:

(Sub)Exhibit "A".
(To Agreement With Board Of Education)

C.D.P.H./C.P.S. School-Based Oral Health Program.

School	Alderman And Ward	Community Area
Arai Middle School (4590) 900 Wilson Avenue 60640	Helen Shiller (46)	Uptown (3)
Cooper School* (2890) 1624 West 19 th Street 60621	Daniel Solis (25)	Lower West Side (31)
Kershaw School (4270) 6450 South Lowe Avenue 60621	Arenda Troutman (20)	Englewood (68)
Lafayette School (4400) 2714 West Augusta Boulevard 60622	Jesse Granato (1)	Rogers Park (24)
Price School (6180) 4351 South Drexel Boulevard 60653	Toni Preckwinkle (4)	Kenwood (39)
Sullivan School* (6100) 8255 South Houston Avenue 60617	William Beavers (7)	South Chicago (46)

* Indicates two (2) buildings in school system (e.g. north and south, main and annex).

COMMITTEE ON HISTORICAL LANDMARK PRESERVATION.

**AUTHORIZATION FOR ISSUANCE OF ALL NECESSARY PERMITS,
FREE OF CHARGE, TO LANDMARK PROPERTIES
AT VARIOUS LOCATIONS.**

The Committee on Historical Landmark Preservation submitted the following report:

CHICAGO, January 30, 2002.

To the President and Members of the City Council:

Your Committee on Historical Landmark Preservation held its meeting on January 30, 2002 to consider three permit fee waivers for landmark properties located at 3733 -- 3735 South Lake Park Avenue, 2120 West Schiller Street and 1034 East 41st Place, 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 all members of the Committee present, with no dissenting votes.

Respectfully submitted,

(Signed) ARENDA TROUTMAN,
Chairman.

On motion of Alderman Troutman, the said proposed orders transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Hairston, Beavers, Stroger, Beale, Pope, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 48.

Nays -- None.

Alderman Beavers 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):

3733 -- 3735 South Lake Park Avenue.

WHEREAS, Section 2-120-815 of the Municipal Code provides that the Chicago City Council may, by passage of an appropriate order, waive any fees charged by the City for any permit for which approval of the Commission on Chicago Landmarks is required, in accordance with Chapter 2-120 of the Municipal Code; and

WHEREAS, The permits identified below require Commission approval, in accordance with Section 2-120-740 of the Municipal Code; now, therefore,

It Is Hereby Ordered by the City Council of the City of Chicago, as follows:

SECTION 1. That the Commissioners of Buildings, Environment, Fire, Health, Planning and Development, Sewers, Streets and Sanitation, Transportation, Water and Zoning and the Director of Revenue are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City Council to the contrary, to the property at:

Address: 3733 -- 3735 South Lake Park Avenue

District/Building: Oakland District

for work described as:

exterior restoration and interior rehabilitation of vintage eight (8) unit apartment building

by:

Owner: Lake Park Development, Inc.

Owner's Address: 231 Kilpatrick

City, State, Zip: Wilmette, Illinois 60091.

The fee waiver authorized by this order shall be effective from December 1, 2001 through November 30, 2002.

SECTION 2. This order shall be in force and effect upon its passage.

SECTION 3. That the permit purchaser shall be entitled to a refund of city fees for which it has paid and which are exempt pursuant to Section 1.

2120 West Schiller Street.

WHEREAS, Section 2-120-815 of the Municipal Code provides that the Chicago City Council may, by passage of an appropriate order, waive any fees charged by the City for any permit for which approval of the Commission on Chicago Landmarks is required, in accordance with Chapter 2-120 of the Municipal Code; and

WHEREAS, The permits identified below require Commission approval, in accordance with Section 2-120-740 of the Municipal Code; now, therefore,

It Is Hereby Ordered by the City Council of the City of Chicago, as follows:

SECTION 1. That the Commissioners of Buildings, Environment, Fire, Health, Planning and Development, Sewers, Streets and Sanitation, Transportation, Water and Zoning and the Director of Revenue are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City Council to the contrary, to the property at:

Address: 2120 West Schiller Street

District/Building: Wicker Park District

for work described as:

exterior restoration and interior rehabilitation of 1890s "cottage" for single family residence

2/6/2002

REPORTS OF COMMITTEES

79003

by:

Owner: Brian Crumlish/Jon Crimlish

Owner's Address: 2120 West Schiller Street

City, State, Zip: Chicago, Illinois 60622.

The fee waiver authorized by this order shall be effective from July 1, 2001 through June 30, 2002.

SECTION 2. This order shall be in force and effect upon its passage.

SECTION 3. That the permit purchaser shall be entitled to a refund of city fees for which it has paid and which are exempt pursuant to Section 1.

1034 East 41st Place.

WHEREAS, Section 2-120-815 of the Municipal Code provides that the Chicago City Council may, by passage of an appropriate order, waive any fees charged by the City for any permit for which approval of the Commission on Chicago Landmarks is required, in accordance with Chapter 2-120 of the Municipal Code; and

WHEREAS, The permits identified below require Commission approval, in accordance with Section 2-120-740 of the Municipal Code; now, therefore,

It Is Hereby Ordered by the City Council of the City of Chicago, as follows:

SECTION 1. That the Commissioners of Buildings, Environment, Fire, Health, Planning and Development, Sewers, Streets and Sanitation, Transportation, Water and Zoning and the Director of Revenue are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City Council to the contrary, to the property at:

Address: 1034 East 41st Place

District/Building: Oakland District

for work described as:

exterior restoration and interior rehabilitation of 1890s single-family residence

by:

Owner: Howard W. Whitaker/Stella Zee

Owner's Address: 1211 North Marion Court

City, State, Zip: Chicago, Illinois 60622.

The fee waiver authorized by this order shall be effective from December 1, 2001 through May 31, 2003.

SECTION 2. This order shall be in force and effect upon its passage.

SECTION 3. That the permit purchaser shall be entitled to a refund of city fees for which it has paid and which are exempt pursuant to Section 1.

COMMITTEE ON HOUSING AND REAL ESTATE.

**ACCEPTANCE OF BID FOR PURCHASE OF CITY-OWNED
PROPERTY AT 1024 EAST 73RD STREET.**

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, January 30, 2002.

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 authorizing the acceptance of a bid from Constance Benson for the property located at 1024 East 73rd Street, 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, Hairston, Beavers, Stroger, Beale, Pope, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 48.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago, acting through its Department of General Services ("D.G.S."), is the owner of the vacant parcel of property located at 1024 East 73rd Street, Chicago, Illinois 60623 and identified by Permanent Index Numbers 20-26-111-035 and -036 (the "Property"); and

WHEREAS, D.G.S. has proposed to sell the Property through a sealed bid process by causing a public notice of the sale to be published in the *Chicago Sun-Times* for three (3) consecutive weeks; and

WHEREAS, In response to the aforesaid public notice, D.G.S. received only one (1) conforming sealed bid by Constance Benson, 1019 East 73rd Street, Chicago, Illinois 60619 (the "Purchaser") in the amount of Twenty-three Thousand Six Hundred Eighty-one and no/100 Dollars (\$23,681.00); and

WHEREAS, D.G.S. opened the sealed bid at a public meeting before a certified court reporter and has recommended that the sealed bid of the Purchaser be accepted by the City Council; now, therefore,

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

SECTION 1. The City of Chicago hereby accepts the bid of the Purchaser in the amount of Twenty-three Thousand Six Hundred Eighty-one and no/100 Dollars (\$23,681.00).

SECTION 2. The Mayor or his proxy is authorized to execute, and the City Clerk is authorized to attest, a quitclaim deed conveying the property to the Purchaser, or to a land trust of which the Purchaser is the sole beneficiary, or to a business entity of which the Purchaser is the sole controlling party.

SECTION 3. D.G.S. is authorized to deliver the deed to the Purchaser upon receipt of the balance of the purchase price in accordance with its standard procedures. In the event that the closing has not occurred within three (3) months from the passage of this ordinance through no fault of the City, D.G.S. may cancel the sale upon written notice to the Purchaser, retain the Purchaser's deposit check as liquidated damages, and re-offer the Property for sale in accordance with its standard procedures.

SECTION 4. This ordinance shall take effect immediately upon its passage.

ACCEPTANCE OF BIDS FOR PURCHASE OF CITY-OWNED
PROPERTIES AT VARIOUS LOCATIONS PURSUANT TO
ADJACENT NEIGHBORS LAND
ACQUISITION PROGRAM.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, January 30, 2002.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred two ordinance by the Commissioner of General Services accepting bids to purchase various city-owned properties under the Adjacent Neighbors Land Acquisition Program, 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, Hairston, Beavers, Stroger, Beale, Pope, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Hansen, Levar, Shiller, Schuler, M. Smith, Moore -- 48.

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):

1233 South Kolin Avenue.

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: Nellie Harris

Real Estate Number: 3367

Address: 1235 South Kolin Avenue

Address: 1233 South Kolin Avenue

Bid Amount: \$300.00

Permanent Index Number:
16-22-201-016-0000

Legal Description.

Lot 18 in Block 1 in the subdivision of Blocks 13 to 16 in L.C. Paine Freer's (Receiver) Subdivision 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 (commonly known as 1233 South Kolin Avenue).

2942 East 85th 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: Juventino and Alicia Avila	Real Estate Number: 11328
Address: 8455 South Exchange Avenue	Address: 2942 East 85 th Street
Bid Amount: \$300.00	Permanent Index Number: 21-31-412-023-0000

Legal Description.

Lots 25 and 26 in Block 14 in Circuit Court Partition of the southeast quarter of Section 31, Township 38 North, Range 15 (excepting lands belonging to the South Chicago Railroad Company), East of the Third Principal Meridian, in Cook County, Illinois, (commonly known as 2942 East 85th Street).

APPROVAL FOR SALE OF CITY-OWNED PROPERTY
AT VARIOUS LOCATIONS.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, January 30, 2002.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred two ordinances by the Department of General Services authorizing the sale of various city-owned properties, 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, Hairston, Beavers, Stroger, Beale, Pope, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 48.

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):

*557 -- 559 North Central Avenue/
5527 -- 5529 West Ohio Street.*

WHEREAS, The City of Chicago is the owner of the vacant parcel of property located at 557 -- 559 North Central Avenue/5527 -- 5529 West Ohio Street, Chicago, Illinois 60644, which is legally described on Exhibit A attached hereto ("Property"); and

WHEREAS, Bettina Helm-Thornell ("Grantee"), 1150 South Humphrey Avenue, Oak Park, Illinois 60304 has offered to purchase the Property from the City for the purpose of constructing a parking lot thereon for use by the tenants of the neighboring property; and

WHEREAS, The City is a home rule unit of government by virtue of the provisions of the Constitution of the State of Illinois of 1970 and, as such, may exercise any power and perform any function pertaining to its government and affairs; now, therefore,

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

SECTION 1. The City hereby approves the sale of the Property to the Grantee in the amount of Eighteen Thousand and no/100 Dollars (\$18,000.00).

SECTION 2. The Mayor or his proxy is authorized to execute, and the City Clerk is authorized to attest, a quitclaim deed conveying the Property 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 constructed on the Property within twelve (12) months of the date of this deed; and 2) the Property is used as a parking lot for a period of not less than five (5) years.

In the event that the 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 in favor of the City of Chicago shall terminate five (5) years from the date of this deed.

For good cause shown, the foregoing covenants may be revised or released by the Commissioner of General Services, subject to the approval of the Corporation Counsel.

SECTION 3. This ordinance shall take effect immediately upon its passage.

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

Exhibit "A".

Description:

Lot 2 in Anderson's Resubdivision of Lot 7 in Block 2 of Merrick's Subdivision of the west half of the northwest quarter of Section 9, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

557 -- 559 North Central Avenue/5527 -- 5529 West Ohio Street
Chicago, Illinois 60644.

Permanent Index Number:

16-09-114-001.

*5800 -- 5820 South Seeley Avenue/
2033 -- 2059 West 58th Street.*

WHEREAS, The City of Chicago is the owner of the vacant parcel commonly known as 5800 -- 5820 South Seeley Avenue/2033 -- 2059 West 58th Street, Chicago, Illinois 60636 which is legally described on Exhibit A attached hereto ("Property"); and

WHEREAS, The Evening Star M. B. Church, an Illinois not-for-profit corporation ("Grantee"), 2050 West 59th Street, Chicago, Illinois 60636, has offered to purchase the Property from the City for the purpose of building a social services center thereon; and

WHEREAS, The City is a home rule unit of government by virtue of the provisions of the Constitution of the State of Illinois of 1970 and, as such, may exercise any power and perform any function pertaining to its government and affairs; now, therefore,

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

SECTION 1. The City of Chicago hereby approves the sale of the Property to the Grantee in the amount of One Hundred Thirty-five Thousand and no/100 Dollars (\$135,000.00).

SECTION 2. The Mayor or his proxy is authorized to execute, and the City Clerk is authorized to attest, a quitclaim deed conveying the Property to the Grantee. The quitclaim deed shall contain language substantially in the following form:

This conveyance is subject to the express condition that the Property is developed as a social services center within twenty-four (24) months from the date of this deed.

In the event that the condition is not met, the City of Chicago may re-enter the Property and revest title in the City of Chicago.

This right of reverter and re-entry in favor of the City of Chicago shall terminate upon the issuance of a certificate of occupancy or similar instrument.

For good cause shown, the foregoing covenant may be revised or released by the Commissioner of General Services, subject to the approval of the Corporation Counsel.

SECTION 3. This ordinance shall take effect immediately upon its passage.

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

Exhibit "A".

Description:

Parcel 1.

Lots 1 to 9 and Lots 13 to 20, inclusive, and Lot 12 (except that part of Lot 12 described as follows: beginning at the southwest corner of Lot 12; thence northerly along the westerly line of said Lot 12, 18 feet to a point; thence southeasterly 34.987 feet to a point on the southerly line of said Lot 12, which point is 30 feet east of the southwest corner of said Lot 12; thence westerly 30 feet along said southerly line of said Lot 12 of the place of beginning) in Block 14 in Dewey's Subdivision in the east half of the northwest quarter of section in Township 38 North, Range 14, East of Third Principal Meridian as per plat thereof recorded June 16, 1891 as Document Number 1487948.

Parcel 2.

Vacated alley being all that part of the north and south 16 foot public alley lying west of and adjoining the west line of Lots 1 to 9 and lying east of and adjoining the east line of Lots 12 to 20, both inclusive, all in Block 14 in Dewey's Subdivision in the east half of the northwest quarter of Section 18, Township 38 North, Range 14, East of the Third Principal Meridian, as per plat thereof recorded June 16, 1891, Document Number 2487948, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

5800 -- 5820 South Seeley Avenue/2033 -- 2059 West 58th Street, Chicago, Illinois 60636.

Permanent Tax Number:

20-18-124-001.

APPROVAL FOR SALE OF CITY-OWNED PROPERTY AT
VARIOUS LOCATIONS TO NEIGHBOR SPACE, INC.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, January 30, 2002.

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 Planning and Development authorizing the conveyance of five parcels to NeighborSpace, 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, Hairston, Beavers, Stroger, Beale, Pope, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 48.

Nays -- None.

Alderman Beavers 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 is a lack of sufficient open space in the City for recreational and aesthetic uses, and as a result there is a need to develop small open spaces as parks, garden and natural areas for public use for the benefit of the citizens of the City; and

WHEREAS, On March 26, 1996, *Journal of the Proceedings of the City Council*, pages 18970 through 18979, inclusive, the City Council of the City approved the establishment of NeighborSpace, Inc., an Illinois, not-for-profit corporation, as a collaboration among the City, the Chicago Park District and the Cook County Forest Preserve District to address the lack of sufficient open space in the City for recreational and aesthetic uses; and

WHEREAS, NeighborSpace, Inc. was incorporated under the laws of the State of Illinois as a not-for-profit corporation on May 29, 1996, organized exclusively for charitable, scientific and educational purposes including, but not limited to, the preservation of open space and parks within the City; and

WHEREAS, The City was authorized by the aforementioned ordinance to sell or lease real property to NeighborSpace, Inc. for use as open space benefitting the citizens of the City, subject to the approval of the City Council; and

WHEREAS, The City owns the parcels of real property ("Parcels") listed on Exhibit A attached hereto; and

WHEREAS, NeighborSpace, Inc. has offered to purchase the Parcels for use as open space; now, therefore,

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

SECTION 1. The City hereby approves the sale of the Parcels listed on Exhibit A to NeighborSpace, Inc. for the price of One and no/100 Dollars (\$1.00) each.

SECTION 2. The Mayor or his proxy is authorized to execute and the City Clerk to attest a quitclaim deed or deeds conveying the Parcels to NeighborSpace, Inc.

SECTION 3. This ordinance shall take effect immediately upon its passage.

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

Exhibit "A".

Permanent Index Numbers	Addresses
13-26-226-019 and 13-26-226-029	3354 West Diversey Avenue
16-03-414-040	1000 North Keystone Avenue
17-31-401-020	3518 -- 3528 South Wolcott Avenue

APPROVAL FOR NEGOTIATED SALE OF CITY-OWNED
PROPERTIES AT VARIOUS LOCATIONS.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, January 30, 2002.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred two ordinances by the Department of Planning and Development authorizing the negotiated sale of various parcels, 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, Hairston, Beavers, Stroger, Beale, Pope, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Hansen, Levar, Shiller, Schuler, M. Smith, Moore -- 48.

Nays -- None.

Alderman Beavers 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):

662 West 63rd Street.

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

WHEREAS, The City has established the Community Development Commission ("Commission") to assume all rights, powers, duties and obligations of the former Department of Urban Renewal and the former Commercial District Development Commission regarding redevelopment and conservation areas; and

WHEREAS, The City has heretofore approved the Englewood Conservation Plan for the Englewood Conservation Project Area; and

WHEREAS, Area Wide 63rd & Halsted, Inc. ("Developer") has offered to pay the City One Hundred Forty-five Thousand and no/100 Dollars (\$145,000.00) for the property commonly known as 662 West 63rd Street and designated as Parcel V-25 in the Englewood Conservation Project Area, and has proposed to construct a sixteen thousand twenty-nine (16,029) square foot, two (2) story Walgreens and a three thousand two hundred fifty-six (3,256) square foot McDonald's ("Project") on the Parcel; and

WHEREAS, In order to facilitate the construction of the Project, Developer has proposed to obtain a written agreement from the Chicago Department of Transportation ("C.D.O.T.") and pay the costs associated with the relocation of Halsted Parkway; and

WHEREAS, In the event the cost of relocating Halsted Parkway exceeds One Hundred Twenty-five Thousand Dollars (\$125,000), Developer will be entitled to a reduction in the purchase price in an amount not to exceed twenty percent (20%) of the purchase price, or Twenty-nine Thousand Dollars (\$29,000); and

WHEREAS, By Resolution Number 01-CDC-65, adopted on August 14, 2001, the Commission authorized the Department of Planning and Development ("Department") to advertise its intention to enter into a negotiated sale with the Developer for the redevelopment of Parcel V-25, approved the Department's request to advertise for alternative proposals, and approved the sale of Parcel V-25 to the Developer if no alternative proposals are received; and

WHEREAS, Public notices advertising the Department's intent to enter into a negotiated sale with the Developer and requesting alternative proposals appeared in the *Chicago Sun-Times* on August 17, 2001 and August 18, 2001; and

WHEREAS, No alternative proposals were received by the deadline indicated in the aforesaid notices; now, therefore,

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

SECTION 1. The foregoing recitals are hereby adopted as the findings of the City Council.

SECTION 2. The sale of Parcel V-25 to the Developer in the amount of One Hundred Forty-five Thousand Dollars (\$145,000) ("Purchase Price") is hereby approved. Once C.D.O.T. finalizes the costs in connection with the relocation of Halsted Parkway, the Purchase Price may be reduced by up to twenty percent (20%) or Twenty-nine Thousand Dollars (\$29,000) in order to reimburse Developer for its costs associated with the relocation. Such approval is expressly conditioned upon the City entering into a redevelopment agreement with the Developer on terms agreeable to the Department and 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 Parcel V-25 to the Developer, or to a land trust of which the Developer is the sole beneficiary, or to a business entity of which the Developer is the sole controlling party, subject to any covenants, conditions and restrictions set forth in the redevelopment agreement.

SECTION 4. This ordinance shall take effect immediately upon its passage.

901 -- 961 West 69th Street.

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

WHEREAS, The City has established the Community Development Commission ("Commission") to assume all rights, powers, duties and obligations of the former Department Of Urban Renewal and the former Commercial District Development Commission regarding redevelopment and conservation areas; and

WHEREAS, The City has heretofore approved the 69th Street Corridor Redevelopment Project Plan for the 69th Street Corridor Redevelopment Project Area; and

WHEREAS, The Salvation Army ("Developer") has offered to pay the City One and no/100 Dollars (\$1.00) for the property commonly known as 901 -- 961 West 69th Street and identified by Property Index Numbers 20-20-420-001; -002; -003 ; -004; -005; -006; and 20-20-421-001; -002; -003; -004; -005 ("Property") in the 69th Street Corridor Redevelopment Project Area, and has proposed to construct a community center which will contain a gymnasium, classrooms, and meeting and administrative office space, and include parking for forty-nine (49) vehicles on the Property; and

WHEREAS, By Resolution Number 01-CDC-102, adopted on November 13, 2001, the Commission authorized the Department of Planning and Development ("Department") to advertise its intention to enter into a negotiated sale with the Developer for the redevelopment of the Property, approved the Department's request to advertise for alternative proposals, and approved the sale of the Property to the Developer if no alternative proposals are received; and

WHEREAS, Public notices advertising the Department's intent to enter into a negotiated sale with the Developer and requesting alternative proposals appeared in the *Chicago Sun-Times* on November 19, 2001 and December 3, 2001; and

WHEREAS, No alternative proposals were received by the deadline indicated in the aforesaid notices; now, therefore,

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

SECTION 1. The foregoing recitals are hereby adopted as the findings of the City Council.

SECTION 2. The sale of the Property to the Developer in the amount of One and no/100 Dollars (\$1.00) is hereby approved. Such approval is expressly conditioned upon the City entering into a redevelopment agreement with the Developer on terms agreeable to the Department and 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 Property to the Developer, or to a land trust of which the Developer is the sole beneficiary, or to a business entity of which the Developer is the sole controlling party, subject to any covenants, conditions and restrictions set forth in the redevelopment agreement.

SECTION 4. This ordinance shall take effect immediately upon its passage.

APPROVAL FOR SALE OF CITY-OWNED PROPERTY AT
1350 WEST 108TH PLACE TO GENESIS CONSTRUCTION
SERVICES, INC. IN ACCORDANCE WITH
PRESERVING COMMUNITIES
TOGETHER PROGRAM.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, January 30, 2002.

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 conveyance of property to Genesis Construction Services, 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, Hairston, Beavers, Stroger, Beale, Pope, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 48.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The United States Department of Housing and Urban Development ("H.U.D.") has created the One Dollar Home Sales to Local Government Program ("Program"); and

WHEREAS, The City of Chicago proposes to assist in the creation of owner-occupied housing by conveying parcels of property acquired from H.U.D. to qualified individuals or not-for-profit organizations which will rehabilitate or construct housing on the parcels of property in compliance with the Chicago Building Code; and

WHEREAS, Pursuant to the Program, H.U.D. has conveyed to the City the vacant parcel of property commonly known as 1350 West 108th Place, Chicago, Illinois, and identified as Permanent Index Number 25-17-312-025; and

WHEREAS, Genesis Construction Services, Inc., a for-profit corporation (the "Purchaser") has proposed to purchase the Property from the City and rehabilitate it for single-family housing in accordance with the provisions of the City's Preserving Communities Together Program ("P.C.T."); and

WHEREAS, The City of Chicago 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; now, therefore,

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

SECTION 1. The sale of the Property to the Purchaser in an amount not to exceed the City's acquisition costs is hereby approved. This approval is expressly conditioned upon the City entering into a redevelopment agreement with the Purchaser. The Commissioner of Housing is authorized to negotiate and execute a redevelopment agreement with the Purchaser, and such other documents which may be required or necessary to implement the intent and objectives of the P.C.T. Program, subject to the approval of the Corporation Counsel.

SECTION 2. The Mayor is authorized to execute, and the City Clerk is authorized to attest, a quitclaim deed conveying the Property to the Purchaser, or to a land trust of which the Purchaser is the sole beneficiary, or to a business entity of which the Purchaser is the sole controlling party, subject to the approval of the Corporation Counsel.

SECTION 3. This ordinance shall take effect immediately upon its passage.

APPROVAL FOR SALE OF CITY-OWNED PROPERTY WITHIN MIDWEST
TAX INCREMENT FINANCING REDEVELOPMENT PROJECT
AREA TO AND AUTHORIZATION FOR EXECUTION OF
REDEVELOPMENT AGREEMENT WITH
AIDSCARE, INC.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, January 30, 2002.

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 Planning and Development authorizing the sale of property to AidsCare, Inc., having had the same under advisement, begs leave to report and recommend that Your Honorable Body Pass the proposed ordinance transmitted herewith.

This recommendation was concurred in by a 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, Hairston, Beavers, Stroger, Beale, Pope, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 48.

Nays -- None.

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

The following is said ordinance as passed:

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

WHEREAS, The City has established the Community Development Commission (the "Commission") to, among other things, designate redevelopment areas, approve redevelopment plans, and recommend the sale of parcels located in redevelopment areas, subject to the approval of the City Council; and

WHEREAS, On October 12, 1999, the City of Chicago approved the Midwest Tax Increment Financing Redevelopment Plan for the Midwest Tax Increment Redevelopment Project Area; and

WHEREAS, AidsCare, Inc., an Illinois not-for-profit corporation (the "Developer"), 315 West Barry Avenue, Chicago, Illinois 60657, has offered to pay the City One and no/100 Dollars (\$1.00) for the property commonly known as 1237 South Sawyer Avenue, 1245 South Sawyer Avenue, 1214 -- 1224 South Kedzie Avenue, 1230 -- 1234 South Kedzie Avenue, 1242 -- 1248 South Kedzie Avenue and 1256 South Kedzie Avenue, Chicago, Illinois 60623 located in the Midwest Tax Increment Financing Redevelopment Project Area (the "Property"), and has proposed to construct on the Property a three (3) story, thirty (30) unit supportive residence; a three (3) story, sixteen (16) unit independent living residence; a one (1) story wellness center; and a one (1) story multi-purpose center for low-income persons with HIV/AIDS; and

WHEREAS, By Resolution Number 01-CDC-110, adopted on October 9, 2001, the Commission authorized the Department of Planning and Development (the "Department") to advertise its intention to enter into a negotiated sale with the Developer for the redevelopment of the Property; approved the Department's request to advertise for alternative proposals, and approved the sale of the Property to the Developer if no alternative proposals are received; and

WHEREAS, A public notice advertising the Department's intent to enter into a negotiated sale with the Developer and requesting alternative proposals appeared in the *Chicago Sun-Times* on October 12, 2001 and October 15, 2001; and

WHEREAS, No alternative proposals were received by the deadline indicated in the aforesaid notice; now, therefore,

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

SECTION 1. The foregoing recitals are hereby adopted as the findings of the City Council.

SECTION 2. The sale of the Property to the Developer in the amount of One and no/100 Dollars (\$1.00) is hereby approved. This approval is expressly conditioned upon the City entering into a redevelopment agreement with the Developer substantially in the form attached hereto. The Commissioner of the Department is authorized to execute the redevelopment agreement and such other documents as may be necessary to implement the sale and redevelopment of the Property, subject to the approval of 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 Property to the Developer, or to a land trust of which the Developer is the sole beneficiary, or to a business entity of which the Developer is the sole controlling party, subject to any covenants, conditions and restrictions set forth in the redevelopment agreement.

SECTION 4. This ordinance shall be effective upon its passage.

Agreement for the Sale and Redevelopment of Land referred to in this ordinance reads as follows:

Agreement For The Sale And Redevelopment Of Land.

This agreement is made on or as of the ____ day of _____, 2002 by and between the City of Chicago, an Illinois municipal corporation ("City"), having its principal offices at City Hall, 121 North LaSalle Street, Chicago, Illinois 60602 and AidsCare, Inc., an Illinois not-for-profit corporation ("Developer"), located at 315 West Barry Avenue, Chicago, Illinois 60657.

Recitals.

Whereas, The Developer desires to purchase from the City the real property commonly known as 1237 South Sawyer Avenue, 1245 South Sawyer Avenue, 1214 -- 1224 South Kedzie Avenue, 1230 -- 1234 South Kedzie Avenue, 1242 -- 1248 South Kedzie Avenue, and 1256 South Kedzie Avenue, Chicago, Illinois 60623, which is legally described on Exhibit A attached hereto (the "Property"); and

Whereas, The Property is located in a redevelopment area known as the Midwest Tax Increment Finance Project Area ("Redevelopment Area"); and

Whereas, The Developer intends to construct on the Property four (4) buildings consisting of a three (3) story, thirty (30) unit supportive S.R.O. residence, a three (3) story, sixteen (16) unit independent living residence with twelve (12) one (1) bedroom units and four (4) two (2) bedroom units, a one (1) story wellness center, and a one-story multi-purpose center for persons with HIV/AIDS as more fully described on Exhibit B attached hereto (hereinafter referred to as either the "Improvements" or the "Project"), which Improvements are consistent with the Midwest T.I.F. Redevelopment Project and Plan ("Redevelopment Plan") for the Redevelopment Area; and

Whereas, The Project will be financed, in part, through grants from the United States Department of Housing and Urban Development, the Federal Home Loan Bank, the Daniel Ruscitti Foundation, the Chicago Department of Public Health and the State of Illinois;

Now, Therefore, In consideration of the promises and the mutual obligations of the parties hereto, each of them hereby covenant and agree with the other as follows:

Section 1.

Incorporation Of Recitals.

The recitals set forth above constitute an integral part of this agreement and are incorporated herein by this reference with the same force and effect as if set forth herein as agreements of the parties.

Section 2.

Purchase Price.

Subject to the terms, covenants and conditions of this agreement, the City agrees to sell the Property to the Developer, and the Developer agrees to purchase the Property from the City for One and no/100 Dollars (\$1.00) ("Purchase Price").

Section 3.

Conveyance Of Property.

A. **Form Of Deed.** The City shall convey the Property to the Developer by quitclaim deed ("Deed"), subject only to the terms of this agreement and the following:

1. The Redevelopment Plan for the Redevelopment Area.
2. The standard exceptions in an ALTA insurance policy.
3. Taxes which are not yet due and owing.
4. Easements, encroachments, covenants and restrictions of record and not shown of record.
5. Such defects which cannot reasonably be cured but will not affect the use or marketability of the Property.

B. **Title Commitment And Insurance.** The City agrees to provide the Developer with a current title commitment issued by Chicago Title Insurance Company showing the City in title to the Property. The Developer shall pay the cost of, and shall be responsible for, obtaining any title insurance, extended coverage or endorsements it deems necessary.

C. **Survey.** The Developer will be responsible for any survey it deems necessary.

D. **The Closing.** The closing ("Closing") shall take place at the downtown offices of Chicago Title Insurance Company, 171 North Clark Street, Chicago, Illinois 60601 on _____, 2002, or on such date and at such place as the parties mutually agree to in writing.

E. **Building Permits.** The Developer agrees to apply for all necessary building permits and approvals within a reasonable time after the execution of this agreement by the parties. Notwithstanding Section 3.D., above, the parties agree that the City, in its sole discretion, may delay the Closing until such time as all necessary permits and approvals have been issued.

F. **Real Estate Taxes.** The City agrees to obtain the waiver of any delinquent real estate tax liens on the Property. If the City is unable to obtain the waiver of any such tax liens, either party may terminate this agreement. The Developer shall be responsible for all taxes accruing after the Closing. Until a Certificate of

Completion (as described in Section 8) is issued by the City, the Developer shall notify the City that the real estate taxes have been paid in full within ten (10) days of such payment.

G. Recordation Of Deed. The Developer, at its expense, shall promptly record the Deed at the Office of the Cook County Recorder of Deeds.

H. Escrow. In the event the Developer requires conveyance through escrow, the Developer shall pay all escrow fees.

Section 4.

Project Budget; Proof Of Financing.

Not less than fourteen (14) days prior to the Closing, the Developer shall submit to the City for approval a project budget ("Budget") and evidence of funds adequate to finance the purchase of the Property and the construction of the Improvements. If the Developer fails to provide the City with a Budget or proof of financing to the City's reasonable satisfaction, the City may declare this agreement null and void.

Section 5.

Site Plans And Architectural Drawings.

The Developer agrees to construct the Improvements on the Property in accordance with the Site Plans and Architectural Drawings prepared by Environ, Inc. and dated _____, which have been approved by the City's Department of Planning and Development ("D.P.D.") and which are incorporated herein by reference ("Drawings"). No material deviation from the Drawings shall be made without the prior written approval of D.P.D.

The Developer shall be solely responsible for and shall pay all costs in regard to: the relocation, installation or construction of public or private utilities; curb cuts and driveways; the repair or reconstruction of any curbs, sidewalks or parkways deteriorated or damaged as a result of the Developer's redevelopment; the removal of existing pipes, utility equipment or building foundations; and the termination of existing water or other services.

Section 6.

Limited Applicability.

D.P.D.'s approval of the Drawings are for the purposes of this agreement only and do not constitute the approval required by the City's Building Department or any other City department; nor does the approval by D.P.D. pursuant to this agreement constitute an approval of the quality, structural soundness or the safety of any improvements located or to be located on the Property. The approval given by D.P.D. shall be only for the benefit of the Developer and any lienholder authorized by this agreement.

Section 7.

Commencement And Completion Of Improvements.

The construction of the Improvements shall be commenced within four (4) months of the conveyance of the Property to the Developer, and except as otherwise provided in this agreement, shall be completed (as evidenced by the issuance of the Certificate of Completion by the City) within twelve (12) months after such conveyance. The Developer shall promptly notify the City when construction has begun.

Section 8.

Certificate Of Completion.

Upon the completion of the Improvements in accordance with this agreement, the City shall provide the Developer with a "Certificate of Completion". The Certificate of Completion shall be a conclusive determination of satisfaction and termination of the covenants in this agreement and the Deed with respect to the obligations of the Developer to construct the Improvements. The Certificate of Completion shall be in recordable form. Within forty-five (45) days after receipt of a written request by the Developer for a Certificate of Completion, the City shall provide the Developer with either the Certificate of Completion or a written statement indicating in adequate detail how the Developer has failed to complete the Improvements in conformity with the Redevelopment Plan or this agreement, or is otherwise in default, and what measures or acts will be necessary, in the

sole opinion of the City, for the Developer to take or perform in order to obtain the Certificate of Completion. If the City requires additional measures or acts to assure compliance, the Developer shall resubmit a written request for the Certificate of Completion upon compliance with the City's response.

Section 9.

Restrictions On Use.

The Developer agrees that it:

A. Shall devote the Property to a use which complies with the Redevelopment Plan until October 12, 2022.

B. Shall not discriminate based upon race, color, religion, sex, national origin or ancestry, military status, sexual orientation, source of income, age, handicap, in the sale, lease, rental, use or occupancy of the Property or any improvements located or to be erected thereon.

Section 10.

Prohibition Against Transfer Of Property.

Prior to the issuance of the Certificate of Completion by the City with regard to completion of the Improvements, the Developer may not, without the prior written consent of the City: (a) sell or convey the Property or any part thereof or any interest therein; or (b) create any assignment with respect to this Agreement or the Property that would take effect prior to the issuance of the Certificate of Completion by the City in accordance with Section 8; or (c) contract or agree to: (1) sell or convey the Property or any part thereof or interest therein, or (2) create any assignment with respect to this agreement or the Property that would take effect prior to the issuance of the Certificate of Completion by the City. The provisions of this section shall not limit the Developer's rights under Section 11 of this agreement.

*Section 11.**Limitation Upon Encumbrance Of Property.*

Prior to the completion of the Project and the issuance of the Certificate of Completion by the City, the Developer shall not engage in any financing or other transaction which creates an encumbrance or lien on the Property, except for the purposes of obtaining: (a) funds necessary to acquire the Property; (b) funds necessary to construct the Improvements; or (c) funds necessary for architects, surveyors, appraisers, environmental consultants or attorneys in connection with the Project.

*Section 12.**Mortgagees Not Obligated To Construct.*

Notwithstanding any other provision of this agreement or of the Deed, the holder of any mortgage on the Property authorized by Section 11 of this agreement shall not be obligated to construct or complete the Improvements; provided, however, that the foregoing provision shall not apply to any purchaser other than the holder of the mortgage, of the Property at a foreclosure sale. Nothing in this agreement shall be deemed or construed to permit or authorize any such holder of a mortgage to devote the Property to any use, or to construct any improvements thereon, other than those uses or improvements permitted in the Redevelopment Plan.

*Section 13.**Covenants Running With The Land.*

The parties agree, and the Deed shall so expressly provide, that the covenants provided in Sections 7, 9, 10 and 11 will be covenants running with the land, binding on the Developer and its successors and assigns to the fullest extent permitted by law and equity for the benefit and in favor of the City, and shall be enforceable by the City. The covenants provided in Sections 7, 10 and 11 shall be terminated upon the issuance of the Certificate of Completion.

Section 14.

Performance And Breach.

A. Time Of The Essence. Time is of the essence in the parties' performance of their obligations under this agreement.

B. Permitted Delays. The Developer shall not be considered in breach of its obligations with respect to the commencement or completion of construction of the Improvements in the event of a delay in the performance of such obligations due to unforeseeable causes beyond the Developer's control and without the Developer's fault or negligence, including but not limited to, delays or halts in construction of the Improvements which are compelled by court order, acts of God, acts of the public enemy, acts of the United States government, 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 delay and only if the Developer requests it in writing of the City within twenty (20) days after the beginning of any such delay.

C. Breach.

1. Generally. Except as otherwise provided in this agreement, in the event of a default by either party in the performance of its obligations under this agreement, the defaulting party, upon written notice from the other, shall cure or remedy the default not later than sixty (60) days after receipt of such notice. If the default is not capable of being cured within the sixty (60) day period but the defaulting party has commenced action to cure the default and is diligently proceeding to cure the default within the sixty (60) day period, then the sixty (60) day period shall be extended for the length of time that is reasonably necessary to cure the default. If the default is not cured in the time period provided for herein, the aggrieved party may terminate this agreement and institute such proceedings at law or in equity as may be necessary or desirable in its sole discretion to cure and remedy the default, including but not limited to, proceedings to compel specific performance.
2. Event Of Default. For purposes of this Agreement, the occurrence of any one (1) or more of the following shall constitute an "event of default":
 - a. the Developer fails to perform, keep or observe any of the covenants, conditions, promises, agreements or obligations required under this agreement; or

- b. the Developer makes or furnishes a warranty, representation, statement or certification to the City which is not true and correct in any material respect; or
 - c. a petition is filed by or against the Developer under the Federal Bankruptcy Code or any similar state or federal law, whether now or hereinafter existing, which is not vacated, stayed or set aside within thirty (30) days after filing; or
 - d. the Developer abandons or substantially suspends the construction work, and such abandonment or suspension is not cured, ended, or remedied within sixty (60) days of the date the Developer receives written demand by the City to cure such default; or
 - e. the Developer fails to timely pay real estate taxes or assessments affecting the Property or suffers or permits any levy or attachment, material suppliers' or mechanics' lien, or any other lien or encumbrance unauthorized by this agreement to attach to the Property; or
 - f. the Developer makes an assignment, pledge, encumbrance, transfer or other disposition in violation of this Agreement; or
 - g. the Developer's financial condition or operations adversely changes to such an extent that would materially affect the Developer's ability to complete the Improvements; or
 - h. the Developer fails to comply with the terms of any other written agreement entered into with the City or any loan issued by the City.
3. Prior To Conveyance. If prior to the conveyance of the Property, the Developer defaults in any specific manner described in this Section 14.C.2., the City may terminate this agreement, institute any action or proceeding at law or in equity against the Developer.
4. After Conveyance. If subsequent to the conveyance of the Property to the Developer but prior to the issuance of the Certificate of Completion, the Developer defaults in any specific manner described in Section 14.C.2., the City, by written notice to the Developer, may utilize any and all remedies available to the City at law or in equity, including but not limited to, the right to re-enter and take possession of the Property, terminate the estate conveyed to the Developer, and revest title to the Property in the City; provided, however, that the revesting of title in the

City shall be limited by, and shall not defeat, render invalid, or limit in any way, the lien of any mortgage authorized by this agreement.

5. **Resale Of The Property.** Upon the revesting in the City of title to the Property as provided in Section 14.C.4., the City shall employ its best efforts to convey the Property (subject to the mortgage liens described in this section) to a qualified and financially responsible party (as solely determined by the City) who shall assume the obligation of completing the construction of the Improvements or such other improvements as shall be satisfactory to the City.
6. **Disposition Of Resale Proceeds.** If the City sells the Property, the proceeds from the sale shall be utilized to reimburse the City for:
 - a. costs and expenses incurred by the City, including but not limited to, salaries of personnel in connection with the recapture, management and resale of the Property (less any income derived by the City from the Property in connection with such management); and
 - b. all taxes, assessments, and water and sewer charges assessed against the Property; and
 - c. any payments made (including reasonable attorneys' fees) to discharge or prevent from attaching or being made any subsequent encumbrances or liens due to obligations, defaults or acts of the Developer; and
 - d. any expenditures made or obligations incurred with respect to construction or maintenance of the Improvements; and
 - e. any other amounts owed to the City by the Developer.

The Developer shall be entitled to receive any proceeds up to the amount of the Developer's investment in the Property not utilized in meeting the expenses of the City described herein.

Notwithstanding anything contained in this Section 14 to the contrary, in no event will the City exercise any remedy or right hereunder (including any right of reverter) if doing so will jeopardize the tax-exempt status of any bonds issued in furtherance of the Project. However, in the exercise of any remedy or right hereunder by the City, the City is entitled to rely on an opinion of nationally recognized bond counsel that it is more likely than not that such proposed remedy or right will not jeopardize the tax-exempt status of any bonds. The City shall not be required to obtain such an opinion before enforcing any remedies or

rights hereunder, but if it does obtain such opinion of counsel, then the Developer will not be entitled to use as a defense against the City that such exercise of a remedy or right hereunder by the City might adversely affect the tax-exempt status of any bonds.

D. 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 the Developer shall be construed, considered or treated as a waiver of the rights of the City with respect to any other defaults of the Developer.

E. Access To The Property. After the Closing, any duly authorized representative of the City shall have access to the Property at all reasonable times for the purpose of confirming the Developer's compliance with this agreement.

Section 15.

Conflict Of Interest; City's Representatives Not Individually Liable.

The Developer warrants that no agent, official, or employee of the City shall have any personal interest, direct or indirect, in this agreement, nor shall any such agent, official or employee participate in any decision relating to this agreement which affects his or her personal interests or the interests of any corporation, partnership, or association in which he or she is directly or indirectly interested. No agent, official, or employee of the City shall be personally liable to the Developer or any successor in interest in the event of any default or breach by the City or for any amount which may become due to the Developer or successor or on any obligation under the terms of this agreement.

Section 16.

Indemnification.

The Developer 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, reasonable attorneys' fees and court costs) suffered or incurred by the City arising from or in connection with: (i) the failure of the Developer to perform its obligations under this

agreement; (ii) the failure of the Developer or any contractor to pay contractors, subcontractors or material suppliers in connection with the construction of the Improvements; (iii) the failure of the Developer to redress any misrepresentations or omissions in this agreement or any other agreement relating hereto; and (iv) any actions resulting from any activity undertaken by the Developer on the Property prior to or after the conveyance of said Property to the Developer by the City. This indemnification shall survive any termination of this agreement.

Section 17.

Environmental Matters.

The City makes no covenant, representation or warranty as to the environmental condition of the Property or the suitability of the Property for any purpose whatsoever, and the Developer agrees to accept the Property "as is".

It shall be the responsibility of the Developer, at its sole cost and expense, to investigate and determine the soil and environmental condition of the Property. Prior to the Closing, the Developer shall have the right to request a right of entry for the purpose of conducting environmental tests on the Property. If such a request is made, the City shall grant the Developer a right of entry for such purpose. The granting of the right of entry, however, shall be contingent upon the Developer obtaining all necessary permits and the following types and amounts of insurance: a) commercial general liability insurance with a combined single limit of not less than One Million and no/100 Dollars (\$1,000,000.00) per occurrence for bodily injury, personal injury and property damage liability with the City named as an additional insured; b) automobile liability insurance with limits of not less than One Million and no/100 Dollars (\$1,000,000.00) per occurrence, combined single limit for bodily injury and property damage; and c) workers' compensation and occupational disease insurance in statutory amounts covering all employees and agents who are to do any work on the Property. All insurance policies shall be from insurance companies authorized to do business in the State of Illinois, and shall remain in effect until completion of all activity on the Property. The Developer shall deliver duplicate policies or certificates of insurance to the City prior to commencing any activity on the Property. The Developer expressly understands and agrees that any coverage and limits furnished by the Developer shall in no way limit the Developer's liabilities and responsibilities set forth in this agreement.

The Developer agrees to carefully inspect the Property prior to the commencement of any activity on the Property to make sure that such activity shall not damage surrounding property, structures, utility lines or any subsurface lines or cables. The Developer shall be solely responsible for the

safety and protection of the public. The City reserves the right to inspect any work being done on the Property. The Developer's activities on the Property shall be limited to those reasonably necessary to perform the environmental testing. Upon completion of the work, the Developer agrees to restore the Property to its original condition. The Developer shall keep the Property free from any and all liens and encumbrances arising out of any work performed, materials supplied or obligations incurred by or for the Developer, and agrees to indemnify and hold the City harmless against any such liens.

The Developer agrees to deliver to the City a copy of each report prepared by or for the Developer regarding the environmental condition of the Property. If prior to the Closing, the Developer's environmental consultant determines that contamination exists on the Property to such an extent that the parties agree that the estimated cost of remediation (such estimated cost being determined by the consultant) is too excessive for the Developer, the Developer may declare this agreement null and void. The Developer agrees that a request to terminate this agreement shall not be made until all reports concerning the condition of the Property have been reviewed by the City.

If after the Closing, the environmental condition of the Property is not in all respects entirely suitable for the use to which the Property is to be utilized, it shall be the sole responsibility and obligation of the Developer to take such action as is necessary to put the Property in a condition entirely suitable for the intended use of the Property. The Developer agrees to release and indemnify the City from any claims and liabilities relating to or arising from the environmental condition of the Property and to undertake and discharge all liabilities of the City arising from any environmental condition which existed on the Property prior to the Closing.

Section 18.

Developer's Employment Obligations.

A. **Employment Opportunity.** The Developer agrees, and shall contractually obligate its various contractors, subcontractors or any affiliate of the Developer operating on the Property (collectively, the "Employers" and individually, an "Employer") to agree that with respect to the provision of services in connection with the construction of the Improvements or occupation of the Property:

1. Neither the Developer nor any Employer shall discriminate against any employee or applicant for employment based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or

source of income as defined in the City of Chicago Human Rights Ordinance, Section 2-160-010, et seq. of the Municipal Code of Chicago, as amended from time to time (the "Human Rights Ordinance"). The Developer and each Employer shall take affirmative action to ensure that applicants are hired and employed without discrimination based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income and are treated in a non-discriminatory manner with regard to all job-related matters, including without limitation: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Developer and each Employer agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this nondiscrimination clause. In addition, the Developer and each Employer, in all solicitations or advertisements for employees, shall state that all qualified applicants shall receive consideration for employment without discrimination based upon 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.

2. To the greatest extent feasible, the Developer and each Employer is required to present opportunities for training and employment of low- and moderate-income residents of the City; and to provide that contracts for work in connection with the construction of the Improvements be awarded to business concerns which are located in, or owned in substantial part, by persons residing in the City.
3. The Developer and 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.
4. The Developer, in order to demonstrate compliance with the terms of this section, shall cooperate with and promptly and accurately respond to inquiries by the City, which has the responsibility to observe and report compliance with equal employment opportunity regulations of federal, state and municipal agencies.

5. The Developer and each Employer shall include the foregoing provisions of subparagraphs 1 through 4 in every contract entered into in connection with the construction of the Improvements, 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.
6. Failure to comply with the employment obligations described in this Section 18.A. shall be a basis for the City to pursue remedies under the provisions of Section 14.

B. City Resident Employment Requirement. The Developer agrees, and shall contractually obligate the Employers to agree that during the construction of the Improvements they shall comply with the minimum percentage of total worker hours performed by actual residents of the City of Chicago as specified in Section 3-92-330 of the Municipal Code of Chicago (at least fifty percent (50%) of the total worker hours worked by persons on the construction of the Improvements shall be performed by actual residents of the City of Chicago); provided, however, that in addition to complying with this percentage, the Developer and the 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.

The Developer and the Employers may request a reduction or waiver of this minimum percentage level of Chicagoans as provided for in Section 2-92-330 of the Municipal Code 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.

The Developer and the Employers shall provide for the maintenance of adequate employee residency records to ensure that actual Chicago residents are employed on the construction of the Improvements. The Developer and the 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 Department in triplicate, which shall identify clearly the actual residence of every employee on each submitted certified payroll. The first (1st) 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.

The Developer and the Employers shall provide full access to their employment records to the Purchasing Agent, the Department, the Superintendent of the Chicago Police Department, the Inspector General, or any duly authorized representative thereof. The Developer and the Employers shall maintain all relevant personnel data and records for a period of at least three (3) years from and after the issuance of the Certificate of Completion.

At the direction of the Department, the Developer and the Employers shall provide affidavits and other supporting documentation to verify or clarify an employee's actual address when doubt or lack of clarity has arisen.

Good faith efforts on the part of the Developer and the Employers to provide work for actual Chicago residents (but not sufficient for the granting of a waiver request as provided for in the standards and procedures developed by the Purchasing Agent) shall not suffice to replace the actual, verified achievement of the requirements of this section concerning the worker hours performed by actual Chicago residents.

In the event that the City has determined that the Developer or an Employer failed to ensure the fulfillment of the requirements of this section concerning the worker hours performed by actual Chicago residents or failed to report in the manner as indicated above, the City will thereby be damaged in the failure to provide the benefit of demonstrable employment to Chicagoans to the degree stipulated in this section. Therefore, in such a case of non-compliance which has not been remedied in accordance with the breach and cure provisions contained in Section 14.C. herein, it is agreed that one twentieth of one percent (.05%) of the aggregate hard construction costs set forth in the Developer's budget shall be surrendered by the Developer and for the 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 the Developer and/or the other Employers or employee to prosecution.

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

The Developer shall cause or require the provisions of this Section 18.B. to be included in all construction contracts and subcontracts related to the construction of the Improvements.

C. The Developer's M.B.E./W.B.E. Commitment. The Developer agrees, and shall contractually obligate the Employers to agree, that during the construction of the Improvements:

1. Consistent with the findings which support the Minority-Owned and Women-Owned Business Enterprise Procurement Program (the "M.B.E./W.B.E. Program"), Section 2-92-420, et seq. of the 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 Section 18.C., during the course of construction of the Improvements, at least the following percentages of the aggregate hard construction costs 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.
2. For purposes of this Section 18.C. only, the Developer (and any party to whom a contract is let by the Developer 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 of the 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.
3. Consistent with Section 2-92-440 of the Municipal Code of Chicago, the Developer's M.B.E./W.B.E. commitment may be achieved by the Developer utilizing a M.B.E. or a W.B.E. as a contractor, by subcontracting or causing a contractor to subcontract a portion of the work to one (1) or more M.B.E.s or W.B.E.s, or by the purchase of materials used in the construction of the Improvements from one (1) or more M.B.E.s or W.B.E.s, or by any combination of the foregoing. Those entities which constitute both a M.B.E. and a W.B.E. shall not be credited more than once with regard to the Developer's M.B.E./W.B.E. commitment as described in this Section 18.C.

4. The Developer shall deliver quarterly reports to the Department 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 the Developer or a contractor to work on the Improvements, and the responses received from such solicitation, the name and business address of each M.B.E. or W.B.E. actually involved in the construction, 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 Department in determining the Developer's compliance with this M.B.E./W.B.E. commitment. The Department shall have access to the Developer's books and records, including, without limitation, payroll records and tax returns, to allow the City to review the Developer's compliance with its commitment to M.B.E./W.B.E. participation.
5. The City shall have the right to terminate this Agreement upon the disqualification of a contractor as a M.B.E. or W.B.E., if the contractor's status as a M.B.E. or W.B.E. was a factor in the approval of the Developer, and such status was misrepresented by the contractor or the Developer. 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 a M.B.E. or W.B.E. was a factor in the approval of the Developer, and such status was misrepresented by the contractor or the Developer. In the event that the Developer is determined not to have been involved in any misrepresentation of the status of the disqualified contractor, subcontractor or supplier, the Developer 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 a qualified M.B.E. or W.B.E. as a replacement. Failure by the Developer to diligently pursue such course of action will result in the City's option to unilaterally terminate this agreement. For purposes of this subparagraph 5, the disqualification procedures are further described in Section 2-92-540 of the Municipal Code of Chicago.
6. Any reduction or waiver of the Developer's M.B.E./W.B.E. commitment as described in this Section 18.C. shall be undertaken in accordance with Section 2-92-450 of the Municipal Code of Chicago.

D. Pre-Construction Meeting; Monitoring Requirements. Prior to the commencement of construction of the Improvements, the Developer shall meet with the monitoring staff of the Department with regard to the Developer's compliance with its employment obligations, the sufficiency of which must be

approved by the Department as a pre-condition to the Department's approval to allow the Developer to commence with the construction of Improvements. During the construction of the Improvements, the Developer shall submit documentation (as required in Sections 18.A. and 18.C.) to the monitoring staff of the Department. The failure to submit such documentation on a timely basis, or if the Department determines, upon analysis of the documentation, that the Developer is not complying with its employment obligations described in this Section 18, shall upon the delivery of written notice to, be deemed a default. In such event, in addition to any remedies described in this Section 18, the City may: (1) issue a written demand to the Developer to halt construction of Improvements; (2) withhold certain pertinent sums from payment to the Developer or the general contractor, if applicable; or (3) seek any other remedies against the Developer available at law or in equity.

Section 19.

Provisions Not Merged With Deed.

The provisions of this agreement shall not be merged with the Deed, and the delivery of the Deed shall not be deemed to affect or impair the provisions of this agreement.

Section 20.

Headings.

The headings of the various sections 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 thereof.

Section 21.

Entire Agreement.

This agreement constitutes the entire agreement between the parties and

supersedes and replaces completely any prior agreements between the parties with respect to the subject matter hereof. This agreement may not be modified or amended in any manner other than by supplemental written agreement executed by the parties.

Section 22.

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.

Section 23.

Notices.

Any notice, demand or communication required or permitted to be given hereunder shall be given in writing at the addresses set forth below by any of the following means: (a) personal service; (b) electronic communications, whether by telex, telegram or telecopy; (c) overnight courier; or (d) registered or certified first class mail, postage prepaid, return receipt requested:

If To The City:

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

with a copy to:

City of Chicago
Department of Law
30 North LaSalle Street
Suite 1610
Chicago, Illinois 60602
Attn: Real Estate Division

If To The Developer:

AidsCare, Inc.
315 West Barry Avenue
Chicago, Illinois 60657

with a copy to:

Ron McDermott
Shefsky and Froelich, Ltd.
Suite 2500
Chicago, Illinois 60611

Any notice, demand or communication given pursuant to either clause (a) or (b) hereof shall be deemed received upon such personal service or upon dispatch by electronic means, respectively. Any notice, demand or communication given pursuant to clause (c) shall be deemed received on the day immediately following deposit with the overnight courier. Any notice, demand or communication sent pursuant to clause (d) shall be deemed received three (3) business days after mailing. The parties, by notice given hereunder, may designate any further or different addresses to which subsequent notices, demands or communications shall be given.

Section 24.

Organization And Authority.

The Developer represents and warrants that it is duly organized and validly existing under the laws of the State of Illinois, with full power and authority to acquire, own and redevelop the Property, and that the person signing this agreement on behalf of the Developer has the authority to do so.

Section 25.

Successors And Assigns.

Except as otherwise provided in this agreement, the terms and conditions of this agreement shall apply to and bind the successors and assigns of the parties.

*Section 26.**Termination.*

In the event that the Closing has not occurred within six (6) months from the date of this agreement through no fault of either party, either party may terminate this agreement upon written notice to the other.

*Section 27.**Recordation Of Agreement.*

Either party may record this agreement at the Office of the Cook County Recorder of Deeds. The party so choosing to record this agreement shall pay the recording fees.

In Witness Whereof, The parties have caused this agreement to be executed on or as of the date first above written.

City of Chicago
an Illinois municipal corporation

By: _____
Alicia Mazur Berg,
Commissioner of Planning
and Development

AidsCare, Inc.

By: _____
James M. Sears,
Chairman of the Board of Directors

State of Illinois)
)SS.
County of Cook)

I, _____, a notary public in and for said County in the State aforesaid, do hereby certify that James M. Sears, 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 chairman of the Board, he signed and delivered the said instrument pursuant to authority, as his free and voluntary act, and as the free and voluntary act and deed of the corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____, 2002.

Notary Public

State of Illinois)
)SS.
County of Cook)

I, _____, a notary public in and for said County in the State aforesaid, do hereby certify that Alicia Mazur Berg, personally known to me to be the Commissioner of Planning and Development of the City of Chicago, an Illinois 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 Commissioner, she signed and delivered the said instrument pursuant to authority given by the City of Chicago, as her free and voluntary act, and as the free and voluntary act and deed of the corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____, 2002.

Notary Public

Exhibits "A" and "B" referred to in this Redevelopment Agreement with AidsCare, Inc. read as follows:

Exhibit "A".

(To Redevelopment Agreement With AidsCare, Inc.)

Legal Description.

1237 West Sawyer Avenue (16-23-207-014).

Lot 20 in subdivision Block 1 in Block 1 in Prescott's Douglas Park Addition to Chicago in Section 23, Township 39 North, Range 13, East of the Third Principal Meridian, being a subdivision of Blocks 1, 2, 5 and 10 in Circuit Court Partition of the east half of the northeast quarter of that part of the east half of the southeast quarter lying north of the centerline of Ogden Avenue of Section 23, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

1245 South Sawyer Avenue (16-23-207-017).

Lot 24 in Subblock 1 of Block 1 in Prescott's Douglas Park Addition to Chicago in Section 23, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

1214 -- 1224 South Kedzie Avenue (16-23-207-021, -022, -023 and -024).

Lots 42 through 46, inclusive, in subdivision Block 1 in Block 1 in Prescott's Douglas Park Addition to Chicago in Section 23, Township 39 North, Range 13, East of the Third Principal Meridian, being a subdivision of Blocks 1, 2, 5 and 10 in Circuit Court Partition of the east half of the northeast quarter of that part of the east half of the southeast quarter lying north of the centerline of Ogden Avenue of Section 23, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

1230 -- 1234 South Kedzie Avenue (16-23-207-027 and -028).

Lots 38 and 39 in Subblock 1 in Block 1 in Prescott's Douglas Park Addition to Chicago, a subdivision of Blocks 1, 2, 5 and 10 of Circuit Court Partition of the east half of the southeast quarter lying north of the centerline of Ogden Avenue of Section 23, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

1242 -- 1248 South Kedzie Avenue (16-23-207-032 and -033).

Lots 32, 33 and 34 in Subblock 1 of Block 1 in Prescott's Douglas Park Addition to Chicago, a subdivision of Blocks 1, 2, 5 and 10 of Circuit Court Partition of the east half of the northeast quarter and that part of the east half of the southeast quarter lying north of the centerline of Ogden Avenue of Section 23, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

1256 South Kedzie Avenue (16-23-207-035).

Lots 29 and 30 in subdivision Block 1 of Block 1 in Prescott's Douglas Park Addition to Chicago in Section 23, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Exhibit "B".

(To Redevelopment Agreement With AidsCare, Inc.)

Narrative Description Of Project.

The developer will construct a three (3) story eighteen (18) unit independent family living residence; a three (3) story thirty (30) unit supportive S.R.O. residence and a three (3) story sixteen (16) unit independent living residence; and a one (1) story wellness center and a one (1) story multi-purpose for low-income and homeless persons with HIV/AIDS that will be developed on a two and seven-tenths (2.7) acre parcel bordered by Kedzie Avenue, 13th Street, Sawyer Avenue and Roosevelt Road.

APPROVAL FOR CONVEYANCE OF CITY-OWNED PROPERTY
ON MICHIGAN AVENUE SHORELINE TO
CHICAGO PARK DISTRICT.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, January 30, 2002.

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 Planning and Development authorizing the conveyance of property to the Chicago Park District, 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, Hairston, Beavers, Stroger, Beale, Pope, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Hansen, Levar, Shiller, Schalter, M. Smith, Moore -- 48.

Nays -- None.

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

The following is said ordinance as passed:

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

WHEREAS, The City owns a certain sixteen and fifty-six hundredths (16.56) acre parcel of real property located on the Michigan Avenue shoreline and more specifically described on Exhibit A hereto (the "Property"); and

WHEREAS, The Property was acquired by the City to be held as open space, foreseeing possible future development as part of Chicago's lakefront park complex; and

WHEREAS, The City and the Chicago Park District ("C.P.D.") are cooperating in planning for the future development and uses of the Property; and

WHEREAS, To advance its ability to plan for the long range development of the Property, the C.P.D., by its Resolution Number 17 approved on December 14, 2001, has indicated that it is ready to accept title to the Property for uses consistent with its statutory purposes; and

WHEREAS, The Commissioner of Planning and Development ("Commissioner") has determined that it is useful, and desirable for the City to convey the Property to the C.P.D.; now, therefore,

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

SECTION 1. The foregoing recitals are hereby adopted as the findings of the City Council.

SECTION 2. The conveyance of the Property to the C.P.D. for the amount of One and no/100 Dollars (\$1.00) is hereby approved.

SECTION 3. The Commissioner is authorized to execute such documents as may be necessary to implement the conveyance of Property to the C.P.D., subject to the approval of the Corporation Counsel.

SECTION 4. The Mayor or his proxy is authorized to execute, and the City Clerk is authorized to attest, a quitclaim deed conveying the Property to the C.P.D., subject to any covenants, conditions and restrictions reviewed and approved by the Corporation Counsel.

SECTION 5. This ordinance shall be effective upon its passage.

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

Exhibit "A".

Property Description.

Lakefront Park South East.

Those parts of Blocks 2 and 3 in Illinois Steel Company's South Works Resubdivision of lots, pieces and parcels of land in Section 32, Township 38 North, Range 15, east and in Section 5 north of the Indian Boundary Line, Township 37 North, Range 15 East of the Third Principal Meridian, Cook County, Illinois, more particularly described as follows:

beginning at the southeast corner of said Block 2; thence on an assumed bearing of north 6 degrees, 15 minutes, 26 seconds west along the east line of said Block 2, 1,080.19 feet to the south line of the north slip, said slip as indicated in said resubdivision; thence south 88 degrees, 31 minutes, 57 seconds west along said south line, 301.05 feet to a point on a line being 300.00 feet westerly of, as measured perpendicularly to, the east line of said Block 2; thence south 6 degrees, 15 minutes, 26 seconds east along said line being parallel with said east line, 708.26 feet; thence south 88 degrees, 55 minutes, 23 seconds east, 47.44 feet; thence south 0 degrees, 49 minutes, 53 seconds, 140.44 feet; thence north 88 degrees, 55 minutes, 23 seconds west, 34.05 feet to a point on said parallel line; thence south 6 degrees, 15 minutes, 26 seconds east along said parallel line, 55.25 feet to a point on a curve concave westerly and having a radius of 60 feet; thence southwesterly along the arc of said curve, which chord bears south 38 degrees, 10 minutes, 41 seconds west, 93.06 feet to a point; thence south 82 degrees, 36 minutes, 47 seconds west, 59.94 feet to a point; thence south 15 degrees, 7 minutes, 23 seconds east, 1,491.78 feet to a point on the northerly line of Block 4 of said resubdivision; thence north 59 degrees, 50 minutes, 12 seconds east along said northerly line, 206.56 feet to the southeast corner of said Block 3; thence north 6 degrees, 15 minutes, 26 seconds west, 1,251.14 feet, more or less, to the point of beginning; together with any and all interest in lands abutting and lying easterly of the above described parcels and being adjacent to the Shore of Lake Michigan, said parcel containing 16.56 acres, more or less.

APPROVAL FOR ACCEPTANCE OF PLUM PLAYLOT AT 1112 --
1144 WEST WINONA STREET FROM CHICAGO PARK
DISTRICT AND AUTHORIZATION FOR CONVEYANCE
OF REPLACEMENT SITE AT 1062 -- 1068
WEST WINONA STREET FOR
DEVELOPMENT AS PUBLIC
PARK AND/OR
RECREATIONAL
FACILITY.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, January 30, 2002.

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 Planning and Development authorizing the acquisition of property in connection with the Goudy School Campus, 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, Hairston, Beavers, Stroger, Beale, Pope, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 48.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The Chicago Park District ("District") is a body politic and corporate created pursuant to the Chicago Park District Act, Chapter 70 ILCS 1501/1, et seq.; and

WHEREAS, The City of Chicago ("City") is a municipal corporation and home rule unit of government pursuant to Article VII of the 1970 Constitution of the State of Illinois; and

WHEREAS, Pursuant to the Local Government Transfer Act, Chapter 50 ILCS 605/1, et seq. ("Transfer Act") the District is empowered to convey real property to a municipal corporation and to accept the conveyance of real property from a municipal corporation for the purpose of making a public improvement or for any public purpose; and

WHEREAS, As a home rule unit of local government the City may exercise any power and perform any function related to its local government and affairs; and

WHEREAS, The District owns property located at 1122 -- 1144 West Winona Street in the City of Chicago which is legally described in Exhibit A and commonly known as "Plum Playlot"; and

WHEREAS, By Resolutions dated November 14, 2001 the District Board of Commissioners approved the conveyance of Plum Playlot to the City and authorized the acceptance of a conveyance by the City of site which is more desirable for park and recreational purposes located at 1062 -- 1068 West Winona Street which is legally described in Exhibit B; and

WHEREAS, Pursuant to the Transfer Act and its home rule powers the City desires to assist the District in its efforts to relocate Plum Playlot to a more desirable location by accepting title to Plum Playlot for purposes of selling it and using the proceeds of such sale to acquire and convey a replacement site to the District; now, therefore,

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

SECTION 1. The foregoing recitals are incorporated herein as the findings of the City Council of the City of Chicago.

SECTION 2. The Mayor or his designee is hereby authorized to accept the conveyance of the District property legally described in Exhibit A and commonly known as Plum Playlot subject to the approval of the Corporation Counsel of the form of the deed and the condition of the title.

SECTION 3. The Commissioner of Planning and Development is authorized to arrange for the sale of Plum Playlot subject to the approval of the City Council of the City of Chicago.

SECTION 4. The acquisition by the City of the property described on Exhibit B is hereby authorized and approved. It is necessary and useful that the City acquire said property for the public purpose of conveying it to the District for use as a public park and/or recreational facility.

SECTION 5. The Mayor or his proxy is authorized to execute a quit claim deed to the District for the property described in Exhibit B; such deed shall restrict the use of the property to public park and/or recreational purposes.

SECTION 6. This ordinance shall take effect immediately upon its passage.

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

Exhibit "A".

Plum Playlot:

Address:

1122 -- 1144 West Winona Street.

Permanent Index Number:

14-08-400-011.

Legal Description:

Lot 7 in Argyle's Subdivision, a subdivision of Lots 1 and 2 of Fussey and Fenimore's Subdivision of Lots 1 and 2 of Colehour and Conarro's Subdivision of Lot 3, et cetera.

Exhibit "B".

Address:

1062 -- 1068 West Winona Street.

Permanent Index Number:

14-08-401-005/006.

Legal Description:

Lots 4 and 5 of Arthur Chester's Subdivision of Lots 6 and 7 in Block 2 in Argyle's Subdivision.

AUTHORIZATION FOR EXECUTION OF AGREEMENTS WITH ILLINOIS
MEDICAL DISTRICT COMMISSION FOR EXCHANGE
AND DEVELOPMENT OF PROPERTY WITHIN
NEAR WEST SIDE AREA.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, January 30, 2002.

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 Planning and Development authorizing an exchange of property with the Illinois Medical District Commission, 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, Hairston, Beavers, Stroger, Beale, Pope, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Hansen, Levar, Shiller, Schuler, M. Smith, Moore -- 48.

Nays -- None.

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

The following is said ordinance as passed:

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

WHEREAS, The State of Illinois Medical District Commission ("Commission") is a body politic and corporate created under the Medical District Act ("Act"); and

WHEREAS, The City is empowered to transfer title or other interests in City-owned real estate, to other municipalities in accordance with the Local Government Property Transfer Act, (50 ILCS 605/1, et seq.) ("Transfer Act"); and

WHEREAS, The Intergovernmental Cooperation Act authorizes state and local governing bodies to cooperate in the performance of their responsibilities by contracts and other agreements (5 ILCS 220/1, et seq.); and

WHEREAS, The Illinois Medical District ("District") is an area designated by the Act, bounded by Ashland Avenue on the east, Congress Avenue on the north, Oakley Boulevard on the west and the north line of the railroad tracks and railroad property at or near 14th and 15th Streets on the south; and

WHEREAS, The Commission is responsible under the Act for land-use and redevelopment within the District; and

WHEREAS, The City is the owner of those parcels of real property listed on Exhibit A attached hereto ("City Property") located within the District; and

WHEREAS, The Commission is the owner of those parcels of real property listed on Exhibit B attached hereto ("Commission Property") located within the District; and

WHEREAS, The City will use the Commission Property for a City-sponsored project; and

WHEREAS, The Commission will use the City Property to complete the site assemblage for construction of an office/research building to accommodate District institutions and related support organizations; and

WHEREAS, The City recognizes the importance of and supports the continued redevelopment of the District as an important component in the revitalization of the near west side of the City; and

WHEREAS, In accordance with the Transfer Act, the City and the Commission wish to mutually exchange the City Property and the Commission Property; and

WHEREAS, Pursuant to the Intergovernmental Cooperation Act, the City and the Commission wish to enter into an intergovernmental agreement ("Agreement") to outline their respective obligations; now, therefore,

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

SECTION 1. The foregoing recitals are hereby adopted as the findings of the City Council.

SECTION 2. The Commissioner of Planning and Development ("Commissioner") is authorized to enter into an Agreement with the Commission, and to execute such other documents, all subject to the approval of the Corporation Counsel as may be necessary to effectuate the purposes described in this ordinance.

SECTION 3. The Mayor or his proxy is authorized to execute and the City Clerk to attest a quitclaim deed conveying to the Commission the City Property listed on Exhibit A, subject to any covenants, conditions and restrictions set forth in the Agreement.

SECTION 4. The Commissioner is authorized to accept title to the Commission Property listed on Exhibit B, subject to any covenants, conditions and restrictions set forth in the Agreement.

SECTION 5. This ordinance shall take effect immediately upon its passage.

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

Exhibit "A".

City Property.

Parcel 1.

Address:

1731 West Washburne Avenue.

Permanent Index Number:

17-19-206-013-0000.

Legal Description:

Lot 13 of Block 3 in Carter H. Harrison's Subdivision of Blocks 1 and 2 in the subdivision of Section 19, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2.

Address:

1725 West Washburne Avenue.

Permanent Index Number:

17-19-206-015-0000.

Legal Description:

Lot 11 of Block 3 in Carter H. Harrison's Subdivision of Blocks 1 and 2 in the subdivision of Section 19, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 3.

Address:

1721 West Washburne Avenue.

Permanent Index Number:

17-19-206-017-0000.

Legal Description:

Lot 9 of Block 3 in Carter H. Harrison's Subdivision of Blocks 1 and 2 in the subdivision of Section 19, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 4.

Address:

1726 West 13th Street.

Permanent Index Number:

17-19-206-038-0000.

Legal Description:

Lot 39 of Block 3 in Carter H. Harrison's Subdivision of Blocks 1 and 2 in the subdivision of Section 19, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 5.

Address:

1724 West 13th Street.

Permanent Index Number:

17-19-206-039-0000.

Legal Description:

Lot 40 of Block 3 in Carter H. Harrison's Subdivision of Blocks 1 and 2 in the subdivision of Section 19, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 6.

Address:

1722 West 13th Street.

Permanent Index Number:

17-19-206-040-0000.

Legal Description:

Lot 41 of Block 3 in Carter H. Harrison's Subdivision of Blocks 1 and 2 in the subdivision of Section 19, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 7.

Address:

1718 West 13th Street.

Permanent Index Number:

17-19-206-042-0000.

Legal Description:

Lot 43 of Block 3 in Carter H. Harrison's Subdivision of Blocks 1 and 2 in the subdivision of Section 19, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 8.

Address:

1800 West Washburne Avenue.

Permanent Index Number:

17-19-201-046-0000.

Legal Description:

Lot 50 in T.F. Baldwin's Subdivision of Block 3 of the subdivision of Section 19, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 9.

Address:

1806 West Washburne Avenue.

Permanent Index Number:

17-19-201-043-0000.

Legal Description:

Lot 47 in T.F. Baldwin's Subdivision of Block 3 of the subdivision of Section 19, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 10.

Address:

1812 West Washburne Avenue.

Permanent Index Number:

17-19-201-041-0000.

Legal Description:

Lot 45 in T.F. Baldwin's Subdivision of Block 3 of the subdivision of Section 19, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 11.

Address:

1822 West Washburne Avenue.

Permanent Index Number:

17-19-201-037-0000.

Legal Description:

Lot 41 in T.F. Baldwin's Subdivision of Block 3 of the subdivision of Section 19, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 12.

Address:

1809 West Roosevelt Road.

Permanent Index Number:

17-19-201-018-0000.

Legal Description:

Lots 4, 5 and 6 in T.F. Baldwin's Subdivision of Block 3 of the subdivision of Section 19, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Exhibit "B".

Commission Property.

Parcel 1.

Address:

2045 West Washburne Avenue.

Permanent Index Number:

17-19-107-007-0000.

Legal Description:

Lot 69 in Tewkesbury's Subdivision of Block 5 in the subdivision of Section 19, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2.

Address:

2047 West Washburne Avenue.

Permanent Index Number:

17-19-107-006-0000.

Legal Description:

Lot 70 in Tewkesbury's Subdivision of Block 5 in the subdivision of Section 19, Township 39 North, Range 14 East of The Third Principal Meridian, in Cook County, Illinois.

Parcel 3.

Address:

2049 West Washburne Avenue.

Permanent Index Number:

17-19-107-005-0000.

Legal Description:

Lot 71 in Tewkesbury's Subdivision of Block 5 in the subdivision of Section 19, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 4.

Address:

2051 West Washburne Avenue.

Permanent:

17-19-107-004-0000.

Legal Description:

Lot 72 in Tewkesbury's Subdivision of Block 5 in the subdivision of Section 19, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 5.

Address:

2057 West Washburne Avenue.

Permanent Index Number:

17-19-107-002-0000.

Legal Description:

Lot 74 in Tewkesbury's Subdivision of Block 5 in the subdivision of Section 19, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 6.

Address:

2044 West 13th Street.

Permanent Index Number:

17-19-107-033-0000.

Legal Description:

Lot 82 in Tewkesbury's Subdivision of Block 5 in the subdivision of Section 19, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 7.

Address:

2046 West 13th Street.

Permanent Index Number:

17-19-107-032-0000.

Legal Description:

Lot 81 in Tewkesbury's Subdivision of Block 5 in the subdivision of Section 19, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 8.

Address:

2048 West 13th Street.

Permanent Index Number:

17-19-107-031-0000.

Legal Description:

Lot 80 in Tewkesbury's Subdivision of Block 5 in the subdivision of Section 19, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 9.

Address:

2050 West 13th Street.

Permanent Index Number:

17-19-107-030-0000.

Legal Description:

Lot 79 in Tewkesbury's Subdivision of Block 5 in the subdivision of Section 19, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 10.

Address:

2052 West 13th Street.

Permanent Index Number:

17-19-107-029-0000.

Legal Description:

Lot 78 in Tewkesbury's Subdivision of Block 5 in the subdivision of Section 19, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 11.

Address:

2054 West 13th Street.

Permanent Index Number:

17-19-107-028-0000.

Legal Description:

Lot 77 in Tewkesbury's Subdivision of Block 5 in the subdivision of Section 19, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 12.

Address:

2058 West 13th Street.

Permanent Index Number:

17-19-107-027-0000.

Legal Description:

Lot 76 in Tewkesbury's Subdivision of Block 5 in the subdivision of Section 19, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

REPEAL OF PRIOR ACQUISITION OF PROPERTY AT 2754 SOUTH
ELEANOR STREET AND 2814 -- 2860 SOUTH ELEANOR
STREET BY PUBLIC BUILDING COMMISSION OF
CHICAGO AND AUTHORIZATION FOR
REACQUISITION OF SAID PROPERTY
BY CITY OF CHICAGO FOR
DEVELOPMENT AS
PARK AREA.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, January 30, 2002.

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 Planning and Development authorizing the acquisition of property located at 2754 South Eleanor Street and 2814 -- 2860 South Eleanor Street, 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, Hairston, Beavers, Stroger, Beale, Pope, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Hansen, Levar, Shiller, Schuler, M. Smith, Moore -- 48.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago ("City") is a home rule unit of government by virtue of the provisions of the constitution of the State of Illinois of 1970 and, as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, Pursuant to an ordinance adopted by the City Council of the City of Chicago on July 21, 1999, and published at pages 8936 -- 8939 of the *Journal of the Proceedings of the City Council* of such date, the Public Building Commission of Chicago ("Commission") was authorized to undertake the acquisition and development of certain property, commonly known as 2754 South Eleanor Street and 2814 -- 2860 South Eleanor Street, Chicago, Illinois, and legally described on Exhibit A attached hereto ("Property"), for the expansion of Canal Origins Park; and

WHEREAS, Subsequent investigations regarding the Property's ownership revealed that Peoples Gas had operated a manufactured gas plant on the Property which contaminated the soil; and

WHEREAS, The City through its Department of Environment is finalizing an agreement with Peoples Gas whereby Peoples Gas will remediate the Property; and

WHEREAS, It has been determined that it would be more appropriate for the City rather than the Commission, to undertake the acquisition of the Property; and

WHEREAS, The Chicago Park District, a body politic and corporate ("Park District") plans to develop the Property as a park; 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 ordinance adopted on July 21, 1999, and published at pages 8936 -- 8939 of the *Journal of the Proceedings of the City Council* of such date is hereby repealed.

SECTION 3. It is hereby determined and declared that it is useful, desirable and necessary that the City acquire the Property for park purposes.

SECTION 4. The Corporation Counsel is authorized to negotiate for the purchase of the Property with its respective owner(s). If the Corporation Counsel and the owner(s) are able to agree on the terms of the purchase, the Corporation Counsel is authorized to purchase the Property on behalf of the City for the agreed price. If the Corporation Counsel is unable to agree with the owner(s) of the Property on the terms of the purchase, or if the owner(s) is incapable of entering into such a transaction with the City, or if the owner(s) cannot be located, then the Corporation Counsel is authorized to institute and prosecute condemnation proceedings on behalf of the City for the purpose of acquiring fee simple title to the Property under the City's power of eminent domain.

SECTION 5. The Commissioner of the Department of Planning and Development is authorized to execute such documents as may be necessary to implement the provisions of this ordinance, subject to the approval of the Corporation Counsel.

SECTION 6. The City shall deliver a quitclaim deed to the Property to the Park District, upon its request, for the nominal amount of One and no/100 Dollars (\$1.00).

SECTION 7. This ordinance shall take effect immediately upon its passage.

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

Exhibit "A".

Legal Description.

Address:

2754 South Eleanor Street

2814 -- 2860 South Eleanor Street

Permanent Index Numbers:

17-29-301-003

17-29-301-005

17-29-301-008

17-29-301-009

Lot 4, Lot 5 (except that part taken for widening of the Chicago River by condemnation proceedings had in the District Court of the United States of America as Case Number 9535), Lot 7 (except that part conveyed to the City of Chicago for straightening the Chicago River and except that part conveyed to the United States of America for turning basin) and that part of Lot 6 lying easterly of a line described as follows: beginning at a point in the northerly side of said Lot 6, distant 231.5 feet from the northerly side of South Eleanor Street; thence southwesterly to a point on the southerly side of said Lot 6, a distance of 134.3 feet from the northerly side of South Eleanor Street (being all of said Lot 6 lying east of the present Government Dock Line), all in the subdivision of Blocks 7, 8 and 9 in Canal Trustees' Subdivision of the south fractional half of Section 29, Township 39, Range 14 East of the Third Principal Meridian and any and all interests in the adjoining streets and alleys, all in Cook County, Illinois.

APPROVAL OF THOMAS J. COATES AND ASSOCIATES, INC. AS
PROJECT DEVELOPER FOR CONSTRUCTION OF SINGLE-
FAMILY HOUSING WITHIN AUBURN/GRESHAM
NEIGHBORHOOD UNDER NEW HOMES
FOR CHICAGO PROGRAM.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, January 30, 2002.

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 conveyance of property to Thomas J. Coates and Associates, Inc., having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a 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, Hairston, Beavers, Stroger, Beale, Pope, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 48.

Nays -- None.

Alderman Beavers 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, The City Council of the City, by ordinance adopted June 7, 1990 (*Journal of the Proceedings of the City Council*, pages 17038 -- 17045), as amended and restated by that certain ordinance adopted April 1, 1998 (*Journal of the Proceedings of the City Council*, pages 64910 -- 64918), as further amended and restated by that certain ordinance passed June 6, 2001 (*Journal of the Proceedings of the City Council*, pages 59917 -- 59928), established the New Homes for Chicago Program ("New Homes Program") to assist with the construction of new single-family housing which shall be affordable to many families; and

WHEREAS, In accordance with the New Homes Program guidelines, the Department of Housing ("Department") solicited proposals for the construction of new single-family homes ("Single-Family Homes") or two-flat buildings ("Two-Flat Buildings") on either privately owned lots ("Private Lots") or lots to be provided by

the City ("City Lots"); and

WHEREAS, The Department has recommended the selection of Thomas J. Coates and Associates, Inc., an Illinois corporation ("Developer"), to participate as a developer under the New Homes Program, subject to the guidelines and restrictions of the New Homes Program; and

WHEREAS, Pursuant to the New Homes Program, the Developer may receive a subsidy to cover certain costs associated with the construction of the Single-Family Homes or Two-Flat Buildings, and in addition, may receive waivers of City fees and deposits related to new construction; and

WHEREAS, The subsidy to cover said housing construction and development costs may be derived from corporate funds ("Development Subsidy"); and

WHEREAS, The Department recommends to the City Council that the Developer be selected to participate in the New Homes Program as a Developer; now, therefore,

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

SECTION 1. The following proposal for construction of single-family housing under the New Homes Program is hereby approved:

Developer:	Thomas J. Coates and Associates, Inc., an Illinois corporation
Aggregate Number of Single-Family Homes and Two-Flat Buildings:	not to exceed 22
Location:	Auburn/Gresham neighborhood; development site is located on the 8900 block of South Loomis Street
Amount of Development Subsidy:	not to exceed Ten Thousand Dollars (\$10,000) for each Single-Family Home or Thirty Thousand Dollars (\$30,000) for each Two-Flat Building
Aggregate Amount of Development Subsidy:	not to exceed Two Hundred Twenty Thousand Dollars (\$220,000)

At the completion of this New Homes Project, the Development Subsidy shall be allocated and accounted for on a per housing unit basis as described in this Section 1; provided, however, the City and Developer agree that the Development Subsidy may be utilized initially at the commencement of this New Homes Project as interim financing to cover up to the full hard construction costs incurred by Developer in constructing model units.

SECTION 2. The Commissioner of the Department of Housing, on behalf of the City, is authorized to enter into a redevelopment agreement with the Developer and to execute such other documents, subject to approval of the Corporation Counsel, as may be necessary to provide for the construction of new single-family housing by Developer pursuant to the New Homes Program.

SECTION 3. The new homes may be constructed on those certain Private Lots presently owned or to be acquired by Developer and those certain City Lots presently owned or to be acquired by the City and to be conveyed to Developer as provided by the New Homes Program, all as more fully described on Exhibit A attached hereto. In conjunction with the construction by Developer of the new homes described herein, the City shall waive those certain fees and deposits as more fully described in Exhibit B attached hereto.

SECTION 4. The Mayor or his proxy is authorized to execute, and the City Clerk to attest, quitclaim deeds conveying to Developer the City Lots in accordance with the schedule contained in the proposed redevelopment agreement described in Section 2 above.

SECTION 5. The Department of Zoning of the City is hereby authorized to permit a reduction or waiver of any required yard restriction concerning the City Lots and the Private Lots which may be redeveloped by Developer pursuant to the New Homes Program.

SECTION 6. This ordinance shall take effect immediately upon its passage.

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

*Exhibit "A".**List Of The Universe Of City Lots And Private Lots.**City Lots.*

Permanent Index Number	Address
25-05-120-008-0000	8941 South Loomis Street
25-05-120-009-0000	8945 South Loomis Street
25-05-119-020-0000	8926 South Loomis Street
25-05-119-021-0000	8930 South Loomis Street
25-05-119-022-0000	8940 South Loomis Street
25-05-119-023-0000	8944 South Loomis Street
25-05-120-024-0000	8951 South Loomis Street
25-05-119-026-0000	8950 South Loomis Street
25-05-119-027-0000	8956 South Loomis Street

*Private Lots.**(None presently available)*

Exhibit "B".

Fee Waivers.

Department Of Buildings.

Plan review permit and field inspection fees are to be paid in full for the first unit of each unit type; the fees paid for each successive unit type would be reduced by fifty percent (50%). This fee reduction is not applicable to the electrical permit.

Department Of Housing.

Trees and sod in parkways are provided on an as-needed basis in coordination with the Department of Transportation's reconstruction of sidewalks, curbs and gutters.

Department Of Planning And Development.

Open Space Impact fees are not waived. For the New Homes for Chicago or City Lots for City Living programs, an Open Space Impact fee of One Hundred Dollars (\$100) per unit shall be assessed to the developer to be paid to the City of Chicago as a condition of issuance of a building permit.

Department Of Sewers.

Connection fees are waived. Inspection fees are waived.

Department Of Streets And Sanitation.

Street opening or patching fees, deposits or bonds are not waived at this time.

Department Of Transportation.

Curbs, gutters and sidewalks are provided on an as-needed basis. Street and alley repairs or repaving are not provided through the New Homes for Chicago or City Lots for City Living programs.

Department Of Water.

Tap fees are waived. Inspection fees are waived. Demolition fees for existing water taps are waived. Water liens against City-owned lots only are waived. (B-boxes, meters and remote readouts are not waived and need to be purchased.)

Department Of Zoning.

Zoning approval is required as part of the building permit process and is covered under the building permit fee schedule described above. However, any private legal work, such as noticing nearby property owners if a zoning change is requested, is not waived.

AMENDMENT OF ORDINANCE BY DESIGNATION OF SUBSTITUTE
SITE AT 3020 -- 3046 WEST FULLERTON AVENUE FOR
LOGAN SQUARE BRANCH LIBRARY.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, January 30, 2002.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate which was referred an ordinance by the Public Building Commission authorizing a site designation for the Logan Square Branch Library (as amended), 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, Hairston, Beavers, Stroger, Beale, Pope, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 48.

Nays -- None.

Alderman Beavers 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 "Act"), the City Council (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 improvements; and

WHEREAS, At the request of the City, the Commission has heretofore undertaken a program involving the acquisition, construction, alteration, repair, renovation, rehabilitation, enlargement and improvement of branch library facilities (the "Program") for use by the Chicago Public Library (the "Library"); and

WHEREAS, On July 30, 1997, the City Council of the City, at pages 49658 through 49721 of the *Journal of the Proceedings of the City Council*, authorized the execution of an intergovernmental agreement between the Commission and the City which provides for the implementation of the Program; and

WHEREAS, At the request of the Library, the Board of Commissioners (the "Board") of the Commission, by resolution adopted on August 14, 2001, selected, located and designated certain property commonly known as 3248 -- 3256 West Fullerton Avenue, Chicago, Illinois and legally described in Section 2 hereof (the "Original Site") for acquisition and construction of a new branch library located in the Logan Square area, including parking and related and ancillary improvements (the "Project"), with funds to be provided by the City on behalf of the Library; and

WHEREAS, The Board of Commissioners (the "Board") of the Commission, by resolution adopted on August 14, 2001, selected, located and designated the Original Site for acquisition and construction of the aforesaid improvements; and

WHEREAS, The selection, location and designation of the Original Site was approved by the City Council pursuant to an ordinance (the "Site Designation Ordinance") which was passed on October 3, 2001, at pages 68248 -- 68250 of the *Journal of the Proceedings of the City Council* of such date; and

WHEREAS, Subsequent to the designation of the Original Site by the Board and approval of the Site Designation Ordinance by the City Council, the Commission was requested by the Library to rescind the Original Site and designate the property commonly known as 3020 -- 3046 West Fullerton Avenue, Chicago, Illinois and legally described in Section 3 hereof (the "Substitute Site") for acquisition and construction of the Project; and

WHEREAS, By resolution adopted on December 11, 2001, the Board of the Commission selected, located and designated the Substitute Site for acquisition and construction of the Project; and

WHEREAS, The Substitute Site 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 Board has requested that the City Council approve the Substitute Site, so selected, located and designated by the Commission, as a site to be acquired for construction of library facilities, including parking and ancillary improvements, for the Logan Square Branch Library; now, therefore,

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

SECTION 1. The aforesaid recitations and findings are hereby adopted and incorporated herein by reference.

SECTION 2. The Site Designation Ordinance is hereby amended by rescinding the selection, location and designation of the Original Site, which is commonly known as 3248 -- 3256 West Fullerton Avenue, Chicago, Illinois and legally described in Section 2 below, for acquisition and construction of branch library facilities, including parking and ancillary improvements, for the Logan Square Branch Library.

Original Site
Logan Square Branch Library Project
3248 -- 3256 West Fullerton Avenue
Chicago, Illinois 60647

Permanent Index Numbers:

13-26-428-031

13-26-428-032

13-26-428-033

Legal Description:

Lots 3, 4, 5, 6, 7, 8 and 9 in Julius Fuermann's Resubdivision of Lots 16 to 22 in Block 8 in Hitt & Others Subdivision of 39 acres on the east side of the east half of the south east quarter of Section 26, Township 40 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

SECTION 3. The City Council hereby approves the selection, location and designation of the Substitute Site, which is commonly known as 3020 -- 3046 West Fullerton Avenue, Chicago, Illinois and legally described in Section 3 below, for acquisition and construction of branch library facilities, including parking and ancillary improvements, for the Logan Square Branch Library.

Substitute Site
Logan Square Branch Library
3020 -- 3046 West Fullerton Avenue.

Parcel 1.

Lots 25, 26, 27, 28 and 29 in Block 2 in Ingham's Subdivision of part of the southwest quarter of the southwest quarter of Section 25, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number:

13-25-320-069

Parcel 2.

Lot 1 in M. H. Serum's Resubdivision of Lots 21 to 24, inclusive, in Block 2 in Ingham's Subdivision of part of the southwest quarter of the southwest quarter of Section 25, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number:

13-25-320-068

Parcel 3.

Lots 2 and 3 in M. H. Serum's Resubdivision of Lots 21 to 24 of Block 2 in Ingham's Subdivision of the southeast 5 acres of that part of the southwest quarter of the southwest quarter, being Southwest Plank Road in Section 25, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Lots 19 and 20 in Block 2 in Ingham's Subdivision of the southeast 5 acres of that part of the southwest quarter of southwest quarter, being Southwest Plank Road in Section 25, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Numbers:

13-25-320-064

13-25-320-065

13-25-320-066

13-25-320-067

SECTION 4. With the exception of the deletion of the Original Site in its entirety and the approval of the Substitute Site, all other provisions of the Site Designation Ordinance are hereby ratified and affirmed.

SECTION 5. This ordinance shall be effective immediately upon its passage.

COMMITTEE ON HUMAN RELATIONS.

**APPOINTMENT OF VARIOUS INDIVIDUALS AS MEMBERS
OF ADVISORY COUNCIL ON ASIAN AFFAIRS.**

The Committee on Human Relations submitted the following report:

CHICAGO, February 6, 2002.

To the President and Members of the City Council:

Your Committee on Human Relations, having under consideration a communication from the Mayor recommending the appointment of the following individuals as members of the Advisory Council on Asian Affairs: UnBo Chung for a term expiring on July 1, 2003 and Se Bong Kang, Rohit K. Maniar and Chaffee Tran for terms expiring on July 1, 2004 (referred to the Committee on Human Relations on October 31, 2001) and having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Approve* the Advisory Council on Asian Affairs appointed members.

This recommendation was concurred in by a viva voce vote of the members of the Committee on Human Relations on January 22, 2002.

Respectfully submitted,

(Signed) BILLY OCASIO,
Chairman.

On motion of Alderman Ocasio, the Committee's recommendation was *Concurred In* and the said proposed appointments of UnBo Chung, Se Bong Kang, Rohit K. Maniar and Chaffee Tran as members of the Advisory Council on Asian Affairs were *Approved* by yeas and nays as follows:

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Hairston, Beavers, Stroger, Beale, Pope, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 48.

Nays -- None.

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

REAPPOINTMENT OF DR. EVELYN NATIVIDAD AND
MS. LISA SAKAI AS MEMBERS OF ADVISORY
COUNCIL ON ASIAN AFFAIRS.

The Committee on Human Relations submitted the following report:

CHICAGO, February 6, 2002.

To the President and Members of the City Council:

Your Committee on Human Relations, having under consideration a communication from the Mayor recommending the reappointment of the following individuals as members of the Advisory Council on Asian Affairs: Dr Evelyn Natividad and Lisa Sakai for terms expiring on July 1, 2004 (referred to the Committee on Human Relations on October 31, 2001) and having had the same under advisement, beg leave to report and recommend that Your Honorable Body *Approve* the Advisory Council on Asian Affairs reappointed members.

This recommendation was concurred in by a viva voce vote of the Committee on Human Relations on January 22, 2002.

Respectfully submitted,

(Signed) BILLY OCASIO,
Chairman.

On motion of Alderman Ocasio, the Committee's recommendation was *Concurred In* and the said proposed reappointments of Dr. Evelyn Natividad and Ms. Lisa Sakai as members of the Advisory Council on Asian Affairs were *Approved* by yeas and nays as follows:

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Hairston, Beavers, Stroger, Beale, Pope, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 48.

Nays -- None.

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

APPOINTMENT OF DR. SID L. MOHN AS MEMBER OF
COMMISSION ON HUMAN RELATIONS.

The Committee on Human Relations submitted the following report:

CHICAGO, February 6, 2002.

To the President and Members of the City Council:

Your Committee on Human Relations, having under consideration a communication from the Mayor recommending the appointment of Dr. Sid L. Mohn as a member of the Commission on Human Relations for a term expiring on July 1, 2003 (referred to the Committee on Human Relations on November 28, 2001) and having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Approve* the Advisory Council on the Commission on Human Relations appointed member.

This recommendation was concurred in by a viva voce vote of the Committee on Human Relations on January 22, 2002.

Respectfully submitted,

(Signed) BILLY OCASIO,
Chairman.

On motion of Alderman Ocasio, the Committee's recommendation was *Concurred In* and the said proposed appointment of Dr. Sid L. Mohn as a member of the Commission on Human Relations was *Approved* by yeas and nays as follows:

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Hairston, Beavers, Stroger, Beale, Pope, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 48.

Nays -- None.

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

REAPPOINTMENT OF VARIOUS INDIVIDUALS AS MEMBERS
OF COMMISSION ON HUMAN RELATIONS.

The Committee on Human Relations submitted the following report:

CHICAGO, February 6, 2002.

To the President and Members of the City Council:

Your Committee on Human Relations, having under consideration a communication from the Mayor recommending the reappointment of the following individuals as members of the Commission on Human Relations: Miriam G. Apter, Birdy Haggerty-Francis, Julian E. Kulas and Jose A. Velgara for terms expiring on June 30, 2004 (referred to the Committee on Human Relations on November 28, 2001) and having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Approve* the Advisory Council on the Commission on Human Relations reappointed members.

This recommendation was concurred in by a viva voce vote of the Committee on Human Relations on January 22, 2002.

Respectfully submitted,

(Signed) BILLY OCASIO,
Chairman.

On motion of Alderman Ocasio, the Committee's recommendation was *Concurred In* and the said proposed reappointments of Ms. Miriam G. Apter, Ms. Birdy Haggerty-Francis, Mr. Julian E. Kulas and Mr. Jose A. Velgara as members of the Commission on Human Relations were *Approved* by yeas and nays as follows:

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Hairston, Beavers, Stroger, Beale, Pope, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 48.

Nays -- None.

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

APPOINTMENT OF MS. CARLA R. DUNHAM AND MR. FRED TSAO
AS MEMBERS OF ADVISORY COUNCIL ON
IMMIGRANT AND REFUGEE AFFAIRS.

The Committee on Human Relations submitted the following report:

CHICAGO, February 6, 2002.

To the President and Members of the City Council:

Your Committee on Human Relations, having under consideration a communication from the Mayor recommending the appointment of the following individuals as members of the Advisory Council on Immigrant and Refugee Affairs: Carla R. Dunham for a term expiring July 1, 2002 and Fred Tsao for a term expiring July 1, 2004 (referred to the Committee on Human Relations on November 28, 2001) and having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Approve* the Advisory Council on Immigrant and Refugee Affairs appointed members.

This recommendation was concurred in by a viva voce vote of the Committee on Human Relations on January 22, 2002.

Respectfully submitted,

(Signed) BILLY OCASIO,
Chairman.

On motion of Alderman Ocasio, the Committee's recommendation was *Concurred In* and the said proposed appointments of Ms. Carla R. Dunham and Mr. Fred Tsao as members of the Advisory Council on Immigrant and Refugee Affairs were *Approved* by yeas and nays as follows:

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Hairston, Beavers, Stroger, Beale, Pope, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 48.

Nays -- None.

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

APPOINTMENT OF VARIOUS INDIVIDUALS AS MEMBERS OF
ADVISORY COUNCIL ON LATINO AFFAIRS.

The Committee on Human Relations submitted the following report:

CHICAGO, February 6, 2002.

To the President and Members of the City Council:

Your Committee on Human Relations, having under consideration a communication from the Mayor recommending the appointment of the following

individuals as members of the Advisory Council on Latino Affairs: Leroy Allala and Stewart A. Munoz for terms expiring July 1, 2002, Jesse H. Ruiz for a term expiring July 1, 2003 and Elizabeth Garcia for a term expiring July 1, 2004 (referred to the Committee on Human Relations on October 31, 2001) and having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Approve* the Advisory Council on Latino Affairs appointed members.

This recommendation was concurred in by a viva voce vote of the Committee on Human Relations on January 22, 2002.

Respectfully submitted,

(Signed) BILLY OCASIO,
Chairman.

On motion of Alderman Ocasio, the Committee's recommendation was *Concurred In* and the said proposed appointments of Mr. Leroy Allala, Mr. Stewart A. Munoz, Mr. Jesse Ruiz and Ms. Elizabeth Garcia as members of the Advisory Council on Latino Affairs were *Approved* by yeas and nays as follows:

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Hairston, Beavers, Stroger, Beale, Pope, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Hansen, Levar, Shiller, Schuler, M. Smith, Moore -- 48.

Nays -- None.

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

REAPPOINTMENT OF MR. CATARINO DIAZ, MR. VICTOR
GONZALEZ AND MR. FRANCISCO MENCHACA
AS MEMBERS OF ADVISORY COUNCIL
ON LATINO AFFAIRS.

The Committee on Human Relations submitted the following report:

CHICAGO, February 6, 2002.

To the President and Members of the City Council:

Your Committee on Human Relations, having under consideration a communication from the Mayor recommending the reappointment of the following individuals as members of the Advisory Council on Latino Affairs: Catarino Diaz, Victor Gonzalez and Francisco Menchaca for terms expiring July 1, 2004 (referred to the Committee on Human Relations on October 31 and November 28, 2001) and having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Approve* the Advisory Council on Latino Affairs reappointed members.

This recommendation was concurred in by a viva voce vote of the Committee on Human Relations on January 22, 2002.

Respectfully submitted,

(Signed) BILLY OCASIO,
Chairman.

On motion of Alderman Ocasio, the Committee's recommendation was *Concurred In* and the said proposed reappointments of Mr. Catarino Diaz, Mr. Victor Gonzalez and Mr. Francisco Menchaca as members of the Advisory Council on Latino Affairs were *Approved* by yeas and nays as follows:

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Hairston, Beavers, Stroger, Beale, Pope, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 48.

Nays -- None.

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

COMMITTEE ON LICENSE AND CONSUMER PROTECTION.

AMENDMENT OF TITLE 4, CHAPTER 60, SECTION 022 OF
MUNICIPAL CODE OF CHICAGO BY DELETION OF
SUBSECTION (14.8) WHICH RESTRICTED
ISSUANCE OF ADDITIONAL ALCOHOLIC
LIQUOR LICENSES ON PORTION OF
WEST PERSHING ROAD.

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, February 6, 2002.

To the President and Members of the City Council:

Your Committee on License and Consumer Protection, having under consideration an ordinance introduced by Alderman Edward Burke (which was referred on January 16, 2002), to amend Section 4-60-022 of the Municipal Code of Chicago by deleting subsection 4-60-022 (14.8), begs leave to recommend that Your Honorable Body *Pass* the ordinance which is transmitted herewith

This recommendation was concurred in by a viva voce vote of the members of the Committee on February 5, 2002.

Respectfully submitted,

(Signed) GENE 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, Hairston, Beavers, Stroger, Beale, Pope, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 48.

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 4-60-022 of the Municipal Code of the City of Chicago is hereby amended by deleting subsection 4-60-022 (14.8).

SECTION 2. This ordinance shall be in full force and effect from and after its passage and approval.

AMENDMENT OF TITLE 4, CHAPTER 60, SECTION 022
OF MUNICIPAL CODE OF CHICAGO BY DELETION
OF SUBSECTION (27.201) WHICH RESTRICTED
ISSUANCE OF ADDITIONAL ALCOHOLIC
LIQUOR LICENSES ON PORTION
OF WEST LAKE STREET.

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, February 6, 2001.

To the President and Members of the City Council:

Your Committee on License and Consumer Protection, having under consideration an ordinance introduced by Alderman Walter Burnett, Jr. (which was referred on

January 16, 2002), to amend Section 4-60-022 of the Municipal Code of Chicago by deleting subsection 4-60-022 (27.201), begs leave to recommend that Your Honorable Body Pass the ordinance which is transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the Committee on February 5, 2002.

Respectfully submitted,

(Signed) GENE SCHULTER,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Hairston, Beavers, Stroger, Beale, Pope, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Hansen, Levar, Shiller, Schuler, M. Smith, Moore -- 48.

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 4-60-022 of the Municipal Code of the City of Chicago is hereby amended by deleting subsection 4-60-022 (27.201).

SECTION 2. This ordinance shall be in full force and effect from and after its passage and approval.

AMENDMENT OF TITLE 4, CHAPTER 60, SECTION 023
OF MUNICIPAL CODE OF CHICAGO BY DELETION
OF SUBSECTION (13.276) WHICH RESTRICTED
ISSUANCE OF ADDITIONAL PACKAGE
GOODS LICENSES ON PORTION
OF SOUTH PULASKI ROAD.

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, February 6, 2002.

To the President and Members of the City Council:

Your Committee on License and Consumer Protection, having under consideration an ordinance introduced by Alderman Frank Olivo (which was referred on January 16, 2002), to amend Section 4-60-023 of the Municipal Code of Chicago by deleting subsection 4-60-023 (13.276), begs leave to recommend that Your Honorable Body *Pass* the ordinance which is transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the Committee on February 5, 2002.

Respectfully submitted,

(Signed) GENE 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, Hairston, Beavers, Stroger, Beale, Pope, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 48.

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 4-60-23 of the Municipal Code of the City of Chicago is hereby amended by deleting subsection 4-60-23 (13.276).

SECTION 2. This ordinance shall be in full force and effect from and after its passage and approval.

AUTHORIZATION FOR WAIVER OF ALL VENDOR LICENSE FEES
FOR PARTICIPANTS IN 2002 MIDSOMMARFEST FESTIVAL.

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, February 6, 2002.

To the President and Members of the City Council:

Your Committee on License and Consumer Protection, having under consideration an order introduced by Aldermen Eugene Schulter, Mary Ann Smith and Patrick O'Connor (which was referred on January 16, 2002) directing the Department of Revenue and the Department of Transportation to waive all Vendor License fees for participants in the 2002 Midsommarfest Festival, begs leave to recommend that Your Honorable Body Pass the proposed order which is transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the Committee on February 5, 2002.

Respectfully submitted,

(Signed) GENE SCHULTER,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Hairston, Beavers, Stroger, Beale, Pope, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Hansen, Levar, Shiller, Schulner, M. Smith, Moore -- 48.

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 the Department of Revenue of the City of Chicago is hereby authorized and directed to waive all Vendor License fees for all participants in the 2002 Midsommarfest 2002 Festival (see food, arts and crafts list attached). The event will be held on June 8, 2002 (Saturday, from 11:00 A.M. to 10:00 P.M.) and June 9, 2002 (Sunday, from 11:00 A.M. to 10:00 P.M.).

List of participants referred to in this order reads as follows:

Midsommarfest 2002.

Food, Arts And Crafts List.

Request for waivers for Itinerant Merchant fees for Midsommarfest 2002:

The A.C.T. Group
6242 North Clark Street

A-Windy City Storage
5145 North Clark Street

Acorn Antiques
5241 North Clark Street

Alamo Shoes
5319 North Clark Street

Allegro Music Studios
5301 North Clark Street

Allstate Insurance Company
5603 North Clark Street

American Hands
5311 North Clark Street

Andersonville Chiropractic
5239 North Clark Street

Andersonville Eye Care
5423 North Clark Street

Andersonville Living Arts
5412 North Clark Street

Andie's Restaurant
5253 North Clark Street

Angel's Restaurant
5403 North Clark Street

Ann Sather's Restaurant
5207 North Clark Street

Anna Millea Gallery
1205 West Balmoral Avenue

Atlantique
5101 North Clark Street

Augie's Restaurant
5437 North Clark Street

Avalon Chiropractic
1480 West Catalpa Avenue

Baird & Warner Realty
4040 North Lincoln Avenue

Balmoral Clark Tap
5401 North Clark Street

Beeswax on Berwyn
5301 North Clark Street

Benecom Beepers
5411 North Clark Street

Books Off Berwyn
5234 North Clark Street

Byblos Bakery
5212 North Clark Street

Cafe Boost
5400 North Clark Street

Calo Restaurant
5343 North Clark Street

Capri TV
5224 North Clark Street

Carline Leathers
5328 North Wayne Avenue

Carmen Manor
1471 West Carmen Avenue

Cas Hardware
5305 North Clark Street

Cheetah Gym
5244 North Clark Street

Chicago Aquarium & Pond
5028 North Clark Street

Chicago Filmmakers
5243 North Clark Street

Chicago Recycle Shop
5308 North Clark Street

ChicSpeare Productions
1915 West Summerdale Avenue

Chiropractic for Life
5138 North Clark Street

Climate
5408 North Clark Street

Community Auto Parts
5254 North Clark Street

Computer Credit
5340 North Clark Street

ComEd
3500 North California Avenue

Cool Metro
1510 West Berwyn Avenue

Cousin's Restaurant
5203 North Clark Street

CCCC
4740 North Clark Street

Decent Convenient Store
5221 North Clark Street

Dellwood Pickle
1475 West Balmoral Avenue

Desi Auto Repair
5055 North Clark Street

Dinaia Food Catering
5622 North Clark Street

Doc Welby's
1507 West Balmoral Avenue

Dollar Store
5205 North Clark Street

Don Donini/CMT
5138 North Clark Street

Edgewater Medical Center
5700 North Ashland Avenue

Edgewater Produce
5509 North Clark Street

Eiffel Printing
5409 North Clark Street

Einstein's Bagels
5316 North Clark Street

Enterprise Rent-A-Car
5313 North Broadway

Erickson's Jewelers
5304 North Clark Street

Erickson's Delicatessen
5250 North Clark Street

Esquire Barber Stylist
1509 West Foster Avenue

Famous Fidos
5416 North Clark Street

Farraguts
5240 North Clark Street

Favourites
5301 North Clark Street

Fireside Restaurant
5739 North Ravenswood Avenue

First Commercial Bank
6945 North Clark Street

Firststar Bank
5340 North Clark Street

First Chicago Bank
1825 West Lawrence Avenue

First Evangelical Free Church
5255 North Clark Street

First Family Dental
5333 North Clark Street

Fisheye Graphic Services
5230 North Clark Street

Gethsemane Gardens
5743 North Clark Street

George's Fruit Market
5422 North Clark Street

Gobo
5427 North Clark Street

Gordono Pharmacy
5501 North Clark Street

Greene & Proppe Design
1209 West Berwyn Avenue

Griffin Theatre
5404 North Clark Street

Heather Scissorhands
1478 West Summerdale Avenue

Holmquist Insurance
5153 North Clark Street

Hopleaf Bar
5148 North Clark Street

Human Electronics
5059 North Clark Street

IBN Travel
1511 West Foster Avenue

Iloilo Art Supply
1478 West Berwyn Avenue

Inside Out
5301 North Clark Street

Japanese American Citizen's
League
5415 North Clark Street

Jewel Foods
5516 North Clark Street

Jill M. Metz & Associates
5230 North Clark Street

Joel Hall School of Dance
5260 North Clark Street

Julie Mai's Le Bistro
5011 North Clark Street

Kan Zaman
5204 North Clark Street

Kang Tai
5413 North Clark Street

Kerrigan's Too
5355 North Clark Street

Know No Limits
5121 North Clark Street

Konak Sports Bar
5150 North Clark Street

Kopi Cafe/Jalan Jalan
5317 North Clark Street

Kotobuki Japanese Restaurant
5547 North Clark Street

La Baguette Bakery
5712 North Clark Street

La Donna Restaurant
5146 North Clark Street

Lake Shore Schools
5611 North Clark Street

The Landmark
5301 North Clark Street

Las Americas Jewelry
5226 North Clark Street

The Looking Glass
5208 North Clark Street

Los Manos Gallery
5220 North Clark Street

Los Arcos
5525 North Clark Street

Mac Daniel's Beauty School
5228 North Clark Street

Madrigal's
5316 North Clark Street

Mail Boxes Etc.
5315 North Clark Street

Mena Travel
5209 North Clark Street

Middle Eastern Bakery
1512 West Foster Avenue

Mind Your Body
5413 North Clark Street

Mo Choy Restaurant
5141 North Clark Street

Monticello Pizza
5539 North Clark Street

Musician's Network
5505 North Clark Street

Nelson Funeral Home
5140 North Clark Street

Neo Futurarium Theatre
5153 North Ashland Avenue

North Shore Grill
5314 North Clark Street

North Shore Surgi Center
5151 North Clark Street

North Side Federal Savings
and Loan
5159 North Clark Street

Olive Tree Cafe
5200 North Clark Street

Painted Light
5301 North Clark Street

Paper Trail
5307 North Clark Street

Pars Grocery
5258 North Clark Street

Pauline's Restaurant
1754 West Balmoral Avenue

Perfume Counter
1500 West Balmoral Avenue

Philadelphia Church
5437 North Clark Street

Photo Quetzal
5044 North Clark Street

Presence
5216 North Clark Street

Primo Pizza
5600 North Clark Street

Queen's Basket
5134 North Clark Street

Quick Stop Pantry
5357 North Clark Street

Quicker Printers
6116 North Broadway

Ramsey Potpourri
5243 North Clark Street

Re/Max Realty
1718 West Gregory Street

Reza's Restaurant
5255 North Clark Street

The Right Place
5219 North Clark Street

Rosehill Cemetery
5800 North Ravenswood Avenue

Ruff N' Stuff
5430 North Clark Street

Sabrina Gift Shop
5202 North Clark Street

Sargon Real Estate
5507 North Clark Street

Seattle Sutton's Eating
5659 North Ravenswood Avenue

Serendipity Massage Therapy
5301 North Clark Street

Simon's Tavern
5210 North Clark Street

Solutions For Success
4851 North Paulina Street

Select Video
5225 North Clark Street

South & West
5358 North Broadway

Specialty Video
5225 North Clark Street

Starbucks
5300 North Clark Street

Star Gaze
5419 North Clark Street

Starla Sholl, LCSW
5138 North Clark Street

State Farm Insurance
5458 North Ashland Avenue

State Farm Insurance
5240 North Clark Street

Studio 90
5239 North Clark Street

Styles Unlimited
5335 North Clark Street

Sudler/Beliard Gordon
5438 North Clark Street

Sue Ochwat, LCSW
5138 North Clark Street

Sugar Cookie
5301 North Clark Street

Sunshine Cafe
5449 North Clark Street

Surrender
5225 North Clark Street

Svea Restaurant
5236 North Clark Street

Swedish American Museum
5211 North Clark Street

Swedish Bakery
5348 North Clark Street

The Tan Club
5353 North Clark Street

Thybony
5440 North Clark Street

Tomboy
5402 North Clark Street

Tokyo Marina
5058 North Clark Street

Toujours Spa
5224 North Clark Street

Toys and Treasures
5301 North Clark Street

Trillium
5301 North Clark Street

Trowbridge Guitar Studio
1748 West Balmoral Avenue

Tsang
5406 North Clark Street

United Methodist Homes
1415 West Foster Avenue

Uptown Animal Hospital
5420 North Clark Street

Uptown National Bank
4753 North Clark Street

Visionary Eye Care
5222 North Clark Street

While U Wait Maternities
5301 North Clark Street

White Crane Wellness Center
1355 West Foster Avenue

White Hen Pantry
5457 North Clark Street

Windy City P.A.W.S.
1506 West Hollywood Avenue

Wikstrom's Gourmet Foods
5247 North Clark Street

Women & Children First
5233 North Clark Street

Young's Cleaners
5217 North Clark Street

AUTHORIZATION FOR WAIVER OF VARIOUS FEES
FOR PARTICIPANTS IN SPECIFIED EVENTS.

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, February 6, 2002.

To the President and Members of the City Council:

Your Committee on License and Consumer Protection, having under consideration fifteen orders introduced by Aldermen Eugene Schulter, Mary Ann Smith and Patrick O'Connor (which were referred on January 16, 2002) directing the Department of Revenue and the Department of Transportation to waive various fees for special events, begs leave to recommend that Your Honorable Body *Pass* the orders which are transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the Committee on February 5, 2002.

Respectfully submitted,

(Signed) GENE SCHULTER,
Chairman.

On motion of Alderman Schulter, the said proposed orders transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Hairston, Beavers, Stroger, Beale, Pope, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 48.

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):

Food Vendor License Fees.

Saint Benedict Church School Alumni Reunion.

Ordered, That the Director of the Department of Revenue of the City of Chicago is hereby authorized and directed to waive the Food Vendor License fees for all the participants in the Saint Benedict Church School Alumni Reunion to be held June 15, 2002. This event is sponsored by Saint Benedict Church, 2215 West Irving Park Road. This order shall take effect upon its passage and approval.

*Food Vendor, Itinerant Merchant And
Street Closure License Fees.*

German American Festival.

Ordered, That the Director of the Department of Revenue and the Commissioners of the Department of Transportation and the Department of Buildings of the City of Chicago are hereby authorized and directed to waive the Food Vendor, Itinerant Merchant and Street Closing License fees for all the participants in the German American Societies of Greater Chicago German American Festival, to be held September 6, 7 and 8, 2002 on West Leland Avenue, from North Lincoln Avenue to North Western Avenue, on North Lincoln Avenue, from West Leland Avenue to West Wilson Avenue, and in the two adjacent city parking lots. This event is sponsored by German American Societies of Greater Chicago. This order shall take effect upon its passage and approval.

Lincoln Square Chamber Of Commerce Apple Fest.

Ordered, That the Director of the Department of Revenue and the Commissioner of the Department of Transportation of the City of Chicago, are hereby authorized and directed to waive the Food Vendor, Itinerant Merchant and Street Closing

License fees for all the participants in the Lincoln Square Chamber of Commerce Apple Fest, to be held Saturday, September 14, 2002 on Giddings Plaza, at North Lincoln Avenue and West Giddings Street. This event is sponsored by Lincoln Square Chamber of Commerce, 4732 North Lincoln Avenue. This order shall take effect upon its passage and approval.

Lincoln Square Chamber Of Commerce Car Show.

Ordered, That the Director of the Department of Revenue and the Commissioner of the Department of Transportation of the City of Chicago, are hereby authorized and directed to waive the Food Vendor, Itinerant Merchant and Street Closing License fees for all the participants in the Lincoln Square Chamber of Commerce Car Show, to be held Sunday, August 11, 2002 on North Lincoln Avenue, from West Leland Avenue to West Lawrence Avenue. This event is sponsored by Lincoln Square Chamber of Commerce, 4732 North Lincoln Avenue. This order shall take effect upon its passage and approval.

*Northcenter Chamber Of Commerce
Halloween Bike Festival.*

Ordered, That the Director of the Department of Revenue and the Commissioners of the Department of Transportation and the Department of Buildings of the City of Chicago, are hereby authorized and directed to waive the Food Vendor, Itinerant Merchant and Street Closing License fees for all the participants in the Northcenter Chamber of Commerce Halloween Bike Festival to be held Saturday, October 26, 2002 on West Bell Plaine Avenue, from North Damen Avenue to North Lincoln Avenue. This event is sponsored by Northcenter Chamber of Commerce, 1926 West Irving Park Road. This order shall take effect upon its passage and approval.

Northcenter Chamber Of Commerce Rib Fest.

Ordered, That the Director of the Department of Revenue and the Commissioners of the Department of Transportation and the Department of Buildings of the City of Chicago are hereby authorized and directed to waive the Food Vendor, Itinerant Merchant and Street Closing License fees for all the participants in the Northcenter Chamber of Commerce Rib Fest, to be held June 15 and 16, 2002 on North Lincoln Avenue, from West Irving Park Road to West Berteau Avenue. This event is sponsored by Northcenter Chamber of Commerce, 1946 West Irving Park. This order shall take effect upon its passage and approval.

*Old Town School Of Folk Music/Chicago
Folk And Roots Festival.*

Ordered, That the Director of the Department of Revenue and the Commissioners of the Department of Transportation and the Department of Buildings of the City of Chicago, are hereby authorized and directed to waive the Itinerant Merchant, Street Closing, and Food Vendor License fees for all the participants in the Old Town School of Folk Music Chicago Folk and Roots Festival, to be held July 12, 13 and 14, 2002 on the 4400 and 4500 blocks of North Lincoln Avenue and on West Sunnyside Avenue, from the first alley east of North Lincoln Avenue to North Oakley Avenue. This event is sponsored by Old Town School of Folk Music, 4544 North Lincoln Avenue. This order shall take effect upon its passage and approval.

*Rheinischer Verein, Saint Hubertus Club
May Fest Chicago 2002.*

Ordered, That the Director of the Department of Revenue and the Commissioners of the Department of Transportation and the Department of Buildings of the City of Chicago are hereby authorized and directed to waive the Food Vendor, Itinerant Merchant and Street Closing License fees for all the participants in the Rheinischer Verein, Saint Hubertus Club May Fest Chicago 2000, to be held May 17, 18 and 19, 2002 on West Leland Avenue, from North Lincoln Avenue to North Western Avenue,

on North Lincoln Avenue, from West Leland Avenue to West Wilson Avenue, and in the two adjacent city parking lots. This event is sponsored by Rheinischer Verein, Saint Hubertus Club, 4544 North Lincoln Avenue. This order shall take effect upon its passage and approval.

*Food Vendor License, Tent Permit And
Itinerant Merchant License Fees.*

Saint Benedict Church Ben Fest.

Ordered, That the Director of the Department of Revenue of the City of Chicago is hereby authorized and directed to waive the Food Vendor, Tent Permit and Itinerant Merchant License fees for all the participants in the Saint Benedict Church Ben Fest, to be held July 19, 20 and 21, 2002. This event is sponsored by Saint Benedict Church, 2215 West Irving Park Road. This order shall take effect upon its passage and approval.

Saint Benedict Church Fun Fest.

Ordered, That the Director of the Department of Revenue of the City of Chicago is hereby authorized and directed to waive the Food Vendor, Tent Permit and Itinerant Merchant License fees for all the participants in the Saint Benedict Church Fun Fest, to be held Sunday, September 1, 2002. This event is sponsored by Saint Benedict Church, 2215 West Irving Park Road. This order shall take effect upon its passage and approval.

Saint Benedict Church New Year's Eve Party.

Ordered, That the Director of the Department of Revenue of the City of Chicago is hereby authorized and directed to waive the Food Vendor, Tent Permit and Itinerant Merchant License fees for all the participants in the Saint Benedict Church New Year's Eve Party, to be held Tuesday, December 31, 2002. This event is sponsored by Saint Benedict Church, 2215 West Irving Park Road. This order shall take effect upon its passage and approval.

*Itinerant Merchant, Food Vendor, Canopy,
And Raffle License Fees.*

Neighborhood Boys Club Annual Carnival.

Ordered, That the Director of the Department of Revenue of the City of Chicago is hereby authorized and directed to waive the Itinerant Merchant, Food Vendor, Canopy and Raffle License fees for all the participants in the Neighborhood Boys Club Annual Carnival to be held July 10 -- 14, 2002. This event is sponsored by Neighborhood Boys Club, 2501 West Irving Park Road. This order shall take effect upon its passage and approval.

*Itinerant Merchant, Food Vendor, Raffle, Street Closure
License And Tent Permit Fees.*

Saint Matthias Church Family Fest.

Ordered, That the Director of the Department of Revenue and the Commissioners of the Department of Transportation and the Department of Buildings of the City of Chicago are hereby authorized and directed to waive the Itinerant Merchant, Food Vendor, Raffle, Street Closing and Tent Permit License fees for all the participants in the Saint Matthias Church Family Fest, to be held Saturday, June 8, 2002 on North

Claremont Avenue from West Ainslie Street north to the church parking lots. This event is sponsored by Saint Matthias Church, 2310 West Ainslie Street. This order shall take effect upon its passage and approval.

Street Closure License Fees.

All Saints' Episcopal Church Ravenswood Run.

Ordered, That the City of Chicago is hereby authorized and directed to waive the Street Closing License fees for all the participants in the All Saints' Episcopal Church Ravenswood Run, to be held Sunday, April 28, 2002. This event is sponsored by All Saints' Episcopal Church, 4550 North Hermitage Avenue. This order shall take effect upon its passage and approval.

Sidewalk Sale And Itinerant Merchant License Fees.

*Lincoln Square Chamber Of Commerce
Annual Sidewalk Sale.*

Ordered, That the Director of the Department of Revenue of the City of Chicago is hereby authorized and directed to waive the Sidewalk Sale and Itinerant Merchant License fees for all the participants in the Lincoln Square Chamber of Commerce Annual Sidewalk Sale, to be held July 25, 26, 27 and 28, 2002 on North Lincoln and North Western Avenues, from West Leland Avenue to West Ainslie Street. This event is sponsored by Lincoln Square Chamber of Commerce, 4732 North Lincoln Avenue. This order shall take effect upon its passage and approval.

**COMMITTEE ON SPECIAL EVENTS AND
CULTURAL AFFAIRS.**

**AUTHORIZATION FOR WAIVER OF SPECIFIED LICENSE FEES
FOR PARTICIPANTS IN VARIOUS EVENTS.**

The Committee on Special Events and Cultural Affairs submitted the following report:

CHICAGO, February 6, 2002.

To the President and Members of the City Council:

Your Committee on Special Events and Cultural Affairs, having had under consideration five orders for fee waivers (referred January 16, 2002), begs leave to recommend that Your Honorable Body do *Pass* the proposed orders which are transmitted herewith on February 5, 2002 Committee on Special Events and Cultural Affairs meeting.

This recommendation was concurred in by all members of the Committee present, with no dissenting vote.

Respectfully submitted,

(Signed) MADELINE L. HAITHCOCK,
Chairman.

On motion of Alderman Haithcock, the said proposed orders transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Hairston, Beavers, Stroger, Beale, Pope, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 48.

Nays -- None.

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

Said orders, as passed, reads as follows (the italic heading in each case not being a part of the order):

Itinerant Merchant License Fees.

The American Society Of Artists, Inc./Arts Adventure.

Ordered, That the Director of the Department of Revenue is hereby advised and directed to waive the Itinerant Merchant License fees in connection with The American Society of Artists, Inc., 500 North Michigan Avenue, Suite 1514, Chicago, Illinois 60611, for their Arts Adventure to take place on Sunday, July 27, 2002, from 5:00 A.M. to 8:00 P.M., adjacent to Holy Name Cathedral (sidewalks only) along the east side of Superior Street, from Dearborn Street to State Street, the east side of State Street, from Superior Street to Chicago Avenue and the south side of Chicago Avenue, from State Street to Wabash Avenue.

The American Society Of Artists, Inc./Arts Experience.

Ordered, That the Director of the Department of Revenue is hereby advised and directed to waive the Itinerant Merchant License fees in connection with The American Society of Artists, Inc., 500 North Michigan Avenue, Suite 1514, Chicago, Illinois, for their Arts Experience to be held on July 6 and 7, 2002, from 6:00 A.M. to 8:00 P.M., each day, on the Pearson Street sidewalk (south side) from State Street to Baumhart.

*The American Society Of Artists, Inc./Tenth Annual Michigan
Avenue Arts And Craft Experience.*

Ordered, That the Director of the Department of Revenue is hereby advised and directed to waive the Itinerant Merchant License fees in connection with The American Society of Artists, Inc., 500 North Michigan Avenue, Suite 1514, Chicago, Illinois 60611, for their 10th Annual Michigan Avenue Arts & Crafts Experience to take place on the Plaza of Americas, 420 North Michigan Avenue, on June 28 through June 30, 2002, from 5:00 A.M. to 8:00 P.M.

*The American Society Of Artists, Inc./Arts
And Crafts Expressions.*

Ordered, That the Director of the Department of Revenue is hereby advised and directed to waive the Itinerant Merchant License fees in connection with The American Society of Artists, Inc., 500 North Michigan Avenue, Suite 1514, Chicago, 60611, Illinois, for their Arts & Crafts Expressions to take place on July 25 and July 26, 2002, on the east side of Canal Street, from Madison Street to Jackson Boulevard, the west side of Canal Street, from Madison Street to Monroe Street and the south side of Madison Street, from Canal Street, from 6:00 A.M. to 8:00 P.M.

Food Vendor License Fees.

*The Greater North Michigan Avenue Light
Nights On The Magnificent Mile.*

Ordered, That the Director of the Department of Revenue is hereby advised and directed to waive the Food Vendor License fees for each consecutive Saturday, beginning January 19, 2002 through March 16, 2002, for The Greater North Michigan Avenue's Light Nights on The Magnificent Mile on Michigan Avenue, from Oak Street to the Chicago River.

COMMITTEE ON TRAFFIC CONTROL AND SAFETY.

**ESTABLISHMENT AND AMENDMENT OF LOADING ZONES
ON PORTIONS OF SPECIFIED STREETS.**

The Committee on Traffic Control and Safety submitted the following report:

CHICAGO, February 6, 2002.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, to which was referred (December 13, 2000, July 25, October 3, 31, November 28, 2001 and February 4, 2002) proposed 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 vote.

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, Hairston, Beavers, Stroger, Beale, Pope, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Hansen, Levar, Shiller, Schuler, M. Smith, Moore -- 48.

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):

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	West Chicago Avenue (south side) from a point 140 feet west of North Hoyne Avenue, to a point 25 feet west thereof-- no parking/loading zone -- 8:00 A.M. to 5:00 P.M. -- Monday through Friday (01-1020);
1	West Division Street (north side) from a point 75 feet west of North Campbell Avenue, to a point 25 feet west thereof -- no parking/loading zone -- 10:00 A.M. to 8:00 P.M. -- Monday through Saturday (01-0873);
5	East Midway Plaisance (north leg) (south side) from a point 600 feet west of South Woodland Avenue, to a point 150 feet west thereof -- no parking/loading zone -- 15 minutes -- 9:00 A.M. to 6:00 P.M. -- daily (01-1287);

Ward	Location
18	South Kedzie Avenue (west side) from a point 310 feet south of West 82 nd Street, to a point 25 feet south thereof -- no parking/loading zone -- 9:00 A.M. to 12:00 A.M. -- (01-1194);
21	South Loomis Street (east side) from a point 85 feet south of West 89 th Street, to a point 110 feet south thereof -- no parking/loading zone -- daily (01-1198)
26	North Richmond Street (east side) from a point 20 feet north of West Wabansia Avenue, to a point 30 feet north thereof -- no parking/loading zone (01-1089);
26	West Wabansia Avenue (south side) from a point 30 feet west of North California Avenue, to a point 25 feet west thereof -- no parking/loading zone -- 10:00 A.M. to 8:00 P.M. -- Monday through Saturday (01-1090);
31	West Belden Avenue, at 3939 -- 6:00 A.M. to 6:00 P.M. -- Monday through Friday;
34	South Vincennes Avenue (east side) from a point 30 feet north of West 119 th Street, to a point 145 feet north thereof -- loading zone -- 15 minutes -- daily (01-1137);
40	West Farragut Avenue (south side) from a point 20 feet east of North Ravenswood Avenue, to a point 50 feet east thereof -- no parking/loading zone -- 9:00 A.M. to 4:00 P.M. -- Monday through Friday (01-0845);

Ward	Location
42	North Rush Street (west side) from a point 35 feet south of East Delaware Place, to a point 45 feet south thereof -- 15 minute loading zone -- 6:00 A.M. to 8:00 P.M. -- Monday through Saturday -- tow-away zone (01-1260);
42	East Walton Street (north side) from a point 55 feet east of North Mies Van Der Rohe Way, to a point 76 feet east thereof -- 15 minute loading zone/tow-away zone (01-1144);
42	East Delaware Place (south side) from a point 20 feet east of North Dewitt Place, to a point 52 feet east thereof -- 15 minute loading zone -- use flashing lights -- tow-away zone (01-1339);
44	North Clark Street (west side) from a point 20 feet south of West Eddy Street, to a point 71 feet south thereof -- no parking/loading zone -- 8:00 P.M. to 3:00 A.M. -- Friday and Saturday -- tow-away zone (01-0856);
49	North Clark Street (west side) from a point 90 feet south of West Morse Avenue, to a point 25 feet south thereof -- no parking/loading zone -- 10:00 A.M. to 10:00 P.M. (01-0868).

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

Amendment Of Loading Zones.

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

SECTION 1. Amend ordinance passed November 3, 1999 (*Journal of the Proceedings of the City Council*, page 14174) which reads:

"North Ashland Avenue (east side) from a point 465 feet north of North Milwaukee Avenue, to a point 70 feet north thereof -- no parking/loading zone -- 6:00 P.M. to 5:00 A.M. -- Monday through Saturday"

by striking:

"6:00 P.M. to 5:00 A.M. -- Monday through Saturday"

and inserting in lieu thereof:

"at all times daily"

SECTION 2. Amend ordinance passed September 1, 1999 (*Journal of the Proceedings of the City Council*, page 10507) which reads:

"North Elston Avenue (northeast side) from a point 20 feet north of North Springfield Avenue, to a point 25 feet north thereof -- no parking/loading zone -- 9:00 A.M. to 9:00 P.M."

by striking:

"9:00 A.M. to 9:00 P.M."

and inserting in lieu thereof:

"7:00 A.M. to 4:00 P.M. -- Monday through Friday" (01-1107) (30th Ward).

SECTION 3. This ordinance shall take effect and be in force hereinafter its passage and publication.

ESTABLISHMENT AND AMENDMENT OF VEHICULAR TRAFFIC
MOVEMENT ON PORTIONS OF SUNDRY STREETS.

The Committee on Traffic Control and Safety submitted the following report:

CHICAGO, February 6, 2002.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, to which was referred (October 3 and 31, 2001) proposed ordinances to establish and amend vehicular traffic movement 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 vote.

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, Hairston, Beavers, Stroger, Beale, Pope, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Hansen, Levar, Shiller, Schalter, M. Smith, Moore -- 48.

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):

Establishment Of Vehicular Traffic Movement.

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
18	South Homan Avenue, from West 77 th Street to West 78 th Street -- southerly (01-1056);
34	West 118 th Street, from South Racine Avenue to West Loomis Street -- westerly (01-1126);
50	East/west alley north of West Devon Avenue, between North Western Avenue and North Artesian Avenue -- westerly (01-1271).

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

Amendment Of Vehicular Traffic Movement.

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

SECTION 1. Amend ordinance passed June 4, 1987 (*Journal of the Proceedings of the City Council*, page 1248) which reads:

"South Indiana Avenue, from East 103rd Street to East 107th Street -- southerly"

by striking:

"East 107th Street"

and inserting in lieu thereof:

"East 109th Street" (9th Ward) (01-1173).

SECTION 2. Amend ordinance passed July 21, 1999 (*Journal of the Proceedings of the City Council*, page 9123) which reads:

"South Seeley Avenue, from West 72nd Street to West 71st Street -- northerly"

by striking:

"West 72nd Street"

and inserting in lieu thereof:

"West 74th Street" (18th Ward) (01-1057).

SECTION 3. 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, February 6, 2002.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, to which was referred (February 16, 2000, October 31, November 28, December 5 and 12, 2001 and February 4, 2002)

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, Hairston, Beavers, Stroger, Beale, Pope, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Hansen, Levar, Shiller, Schuler, M. Smith, Moore -- 48.

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):

Establishment Of Parking Prohibition At All Times.
(Except For Disabled)

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
11	At 3712 South Union Avenue -- Disabled Parking Permit 29277;
13	At 3825 West 68 th Place -- Disabled Parking Permit 30482;
13	At 6329 South Kolin Avenue -- Disabled Parking Permit 30505;
13	At 3935 West 65 th Street -- Disabled Parking Permit 30227;
13	At 3842 West 61 st Place -- Disabled Parking Permit 30510;
13	At 6153 South Parkside Avenue -- Disabled Parking Permit 30537;
17	At 7935 South Green Street -- Disabled Parking Permit 20247;
18	At 7932 South Francisco Avenue -- Disabled Parking Permit 26232;
18	At 7947 South Throop Street -- Disabled Parking Permit 31240;
18	At 7242 South Seeley Avenue -- Disabled Parking Permit 26260;
18	At 8427 South Hermitage Avenue -- Disabled Parking Permit 29847;
21	At 1332 West 98 th Place -- Disabled Parking Permit 31000;
22	At 2838 South Kedvale Avenue -- Disabled Parking Permit 26278;
22	At 4524 South Leclaire Avenue -- Disabled Parking Permit 26306;

Ward	Location
22	At 4316 West 18 th Street -- Disabled Parking Permit 26305;
24	At 3027 West Polk Street -- Disabled Parking Permit 27996;
29	At 5819 West Huron Street -- Disabled Parking Permit 27386;
31	At 2925 North Kostner Avenue -- Disabled Parking Permit 32105;
32	At 2324 West Iowa Street -- Disabled Parking Permit 31474;
32	At 2141 North Bell Avenue -- Disabled Parking Permit 28090;
34	At 11418 South Wallace Street -- Disabled Parking Permit 31236;
34	At 341 West 106 th Street -- Disabled Parking Permit 25423;
35	At 2922 North Sacramento Avenue -- Disabled Parking Permit 26555;
37	At 4340 West Crystal Street -- Disabled Parking Permit 28181;
43	At 1956 North Kenmore Avenue -- 2% disabled permit parking;
43	At 913 West Belden Avenue -- 2% disabled permit parking;
46	At 4522 North Malden Street -- Disabled Parking Permit 29188;
50	At 6223 North Artesian Avenue -- Disabled Parking Permit 25611;

Ward	Location
50	At 6301 North Artesian Avenue -- Disabled Parking Permit 29157;
50	At 6202 North Hoyne Avenue -- Disabled Parking Permit 27841.

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

*Amendment Or Removal Of Parking
Prohibition At All Times.*

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

SECTION 1. Removal of Disabled Parking Permit 21520 located at 2819 North Mobile Avenue (36th Ward).

SECTION 2. Amend ordinance related to 5235 North Liano Avenue by striking:

"Disabled Parking Permit 7874"

and inserting:

"Disabled Parking Permit 25714" (45th Ward).

SECTION 3. This ordinance shall take effect and be in force hereinafter its passage and publication.

*Establishment Of Parking Prohibition
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 way in the area indicated during the hours specified:

Ward	Location
5	East 56 th Street (south side) from South Stony Island Avenue to South Cornell Avenue -- parking prohibited during specified hours -- 7:30 A.M. to 4:30 P.M. -- except for school buses on school days (01-1284).

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

*Repeal Of Parking Prohibition
During Specified Hours.*

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

SECTION 1. Repeal ordinance passed December 10, 1976 (*Journal of the Proceedings of the City Council*, page 4150) which reads:

"North Avondale Avenue (west side) from North Oxford Avenue to North Oliphant Avenue -- no parking -- 8:00 A.M. to 6:00 P.M. -- except Saturday, Sunday and holidays"

by striking the above (41st Ward)(01-1337).

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
19	10200 -- 10261 South Fairfield Avenue (west side) 8:00 A.M. to 10:00 A.M. -- Monday through Friday -- Zone 918;
23	5400 block of South Harding Avenue (5400 -- 5445) 8:00 A.M. to 4:30 P.M. -- Monday through Friday -- Zone 913;
50	6500 block of North Hoyne Avenue and the 6500 block of North Seeley Avenue (both sides) 9:00 A.M. to 9:00 P.M. -- Zone 917.

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 184 signs from the 8700 block of South Baltimore Avenue, between East 87th Street and East 88th Street (10th Ward).

SECTION 2. Removal of residential permit parking Zone 19 signs from the 700 block of North Mayfield Avenue (both sides) between West Huron Street and West Chicago Avenue (29th Ward).

SECTION 3. This ordinance shall take effect and be in force hereinafter its passage and publication.

ESTABLISHMENT OF SPEED LIMITATION ON
PORTIONS OF SPECIFIED STREETS.

The Committee on Traffic Control and Safety submitted the following report:

CHICAGO, February 6, 2002.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, to which was referred (September 5 and October 31, 2001) proposed ordinances 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, Hairston, Beavers, Stroger, Beale, Pope, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 48.

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
38	West Berteau Avenue, from North Austin Avenue to North Narragansett Avenue -- 25 miles per hour (01-1247);
38	North Meade Avenue, from West Sunnyside Avenue to West Eastwood Avenue -- 25 miles per hour (01-0983).

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

ESTABLISHMENT AND AMENDMENT OF TRAFFIC LANE
TOW-AWAY ZONES ON PORTIONS OF
SPECIFIED STREETS.

The Committee on Traffic Control and Safety submitted the following report:

CHICAGO, February 6, 2002.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, to which was referred (June 27, July 25, September 5, October 3, 31 and November 28, 2001) ordinances to establish and amend traffic lane tow-away 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, Hairston, Beavers, Stroger, Beale, Pope, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 48.

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):

Establishment Of Traffic Lane Tow-Away Zones.

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
1	West Division Street (south side) from a point 30 feet west of North Milwaukee Avenue, to a point 55 feet west thereof -- 15 minute standing zone -- use flashers -- 7:00 A.M. to 9:00 P.M. -- Monday through Saturday -- tow-away zone (01-1273);
1	North Western Avenue (east side) from a point 20 feet south of West Superior Street, to a point 35 feet south thereof -- no parking/tow-away zone -- 8:00 A.M. to 10:00 A.M. -- Monday through Saturday (01-1158);
6	South Lafayette Avenue (west side) from West 70 th Street to a point 425 feet south of West 70 th Street -- no parking -- 6:00 A.M. to 8:00 P.M. -- Monday through Sunday -- tow-away zone (01-0888);
6	South Lafayette Avenue (west side) from a point 425 feet south of West 70 th Street to West 71 st Street -- no parking/tow-away zone (01-0888);
10	South Mackinaw Avenue (west side) from a point 20 feet north of East 85 th Street, to a point 60 feet north thereof -- no parking/disabled (2%) -- tow-away zone (01-0477);
18	West 83 rd Street (north side) from South Racine Avenue to South Elizabeth Avenue (01-0919);
19	West 100 th Street (north side) from South Malta Street to the first north/south alley west thereof -- no parking/tow-away zone (01-1060);

Ward	Location
32	West North Avenue (north side) from a point 45 feet west of North Paulina Street, to a point 25 feet west thereof -- 15 minute standing zone -- unattended vehicles must have lights flashing -- tow-away zone after 15 minutes -- 10:00 A.M. to 4:00 P.M. and 6:00 P.M. to 8:00 P.M. -- Monday through Saturday (01-0832);
32	West Division Street (south side) from a point 135 feet east of North Leavitt Street, to a point 25 feet east thereof -- 15 minute standing zone -- unattended vehicles must have lights flashing -- tow-away zone after 15 minutes -- 7:00 A.M. to 10:00 P.M. (01-1228);
32	West Armitage Avenue (south side) from a point 20 feet east of North Leavitt Street, to a point 35 feet east thereof -- 30 minute standing zone -- unattended vehicles must have lights flashing -- tow-away zone after 30 minutes -- 10:00 A.M. to 6:00 P.M. -- Tuesday through Saturday (01-1113);
42	City-owned parking lot bounded by lower Michigan Avenue, the Chicago River, East North Water Street and the Wrigley Building (lower level) no parking/tow-away zone (private) (01-1251);
42	West Quincy Street (south side) from a point 66 feet west of South Clinton Street, to a point 34 feet west thereof -- no parking/tow-away zone -- at all times -- daily (01-0758);
42	North Rush Street (west side) from East North Water Street to East Hubbard Street -- no parking/tow-away zone (01-1257);

Ward	Location
42	East Hubbard Street (south side) from a point 20 feet east of North Rush Street, to a point 35 feet east thereof; also East Hubbard Street (south side) from a point 20 feet west of lower Michigan Avenue, to a point 65 feet west thereof -- no parking/tow-away zone (01-1256);
42	North Rush Street (east side) from East North Water Street to east Hubbard Street -- no parking/tow-away zone (01-1253);
42	East Grand Avenue (north side) from a point 130 feet east of North Rush Street to North St. Clair Street -- no stopping/no standing/no parking/tow-away zone (01-0997);
43	West Wrightwood Avenue (north side) from North Sheffield Avenue to a point 70 feet east thereof -- no parking/tow-away zone (01-0854);
43	North Orleans Street (west side) from West Willow Street, to a point 85 feet south thereof -- no parking/tow-away zone -- at all times -- daily (01-1007);
43	West North Avenue (north side) from a point 20 feet east of North Astor Street, to a point 60 feet east thereof -- no parking/tow-away zone (01-1008);
45	North Milwaukee Avenue (east side) from a point 115 feet east of North Menard Avenue, to a point 25 feet east thereof -- 30 minute standing zone -- unattended vehicles must have lights flashing -- tow-away zone after 30 minutes -- 9:00 A.M. to 6:00 P.M. -- Monday through Saturday (01-1267);

Ward	Location
46	North Sheridan Road (east side) from a point 95 feet north of West Gordon Terrace, to a point 25 feet north thereof -- 15 minute standing zone -- unattended vehicles must have lights flashing -- tow-away zone after 15 minutes -- 8:00 A.M. to 11:00 P.M. (01-0862);
46	West Belle Plaine Avenue (north side) from a point 200 feet west of North Clarendon Avenue, to a point 30 feet west thereof -- 15 minute standing zone -- unattended vehicles must have lights flashing -- tow-away zone after 15 minutes (01-1151).

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

Amendment Or Repeal Of Traffic Lane Tow-Away Zones.

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

SECTION 1. Repeal ordinance passed April 12, 2000 (*Journal of the Proceedings of the City Council*, page 29720) which reads:

"North Southport Avenue (east side) from a point 152 feet south of North Lincoln Avenue, to a point 20 feet south thereof -- 15 minute standing zone -- unattended vehicles must have lights flashing -- tow-away zone after 15 minutes -- 8:00 A.M. to 8:00 P.M. -- Monday through Saturday"

by striking the above (32nd Ward) (01-0834).

SECTION 2. Amend ordinance passed November 3, 1999 (*Journal of the Proceedings of the City Council*, page 14212) which reads:

"West Montrose Avenue (south side) from a point 20 feet east of North Whipple Street, to a point 25 feet east thereof -- 15 minute standing zone -- unattended vehicles must have lights flashing -- tow-away zone after 15 minutes -- 6:30 A.M. to 6:00 P.M. -- Monday through Friday"

by striking:

"25 feet"

and inserting in lieu thereof:

"40 feet" (33rd Ward) (01-1115).

SECTION 3. 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, February 6, 2002.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, to which was referred (June 6, 27, July 25, October 3, 31 and November 28, 2001) proposed ordinances and order to erect traffic warning signs and signals, 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, Hairston, Beavers, Stroger, Beale, Pope, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Hansen, Levar, Shiller, Schuler, M. Smith, Moore -- 48.

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
1	"All-Way Stop" signs, at North Paulina Street and West Cortez Street (01-0872);
4	"Two-Way Stop" signs, stopping South Kenwood Avenue for East 48 th Street (01-1161);
4	"All-Way Stop" signs, at South Ellis Avenue and East 41 st Street (01-1279);
5	"All-Way Stop" signs, at South Cornell Avenue and East 56 th Street (01-1282);
5	"All-Wall Stop" signs, at South South Shore Drive and East 54 th Street (01-1280);

Ward	Type Of Sign And Location
8	"Two-Way Stop" signs, stopping South Paxton t Avenue for East 78 th Street (01-1164);
8	"All-Way Stop" signs, at South Dante Avenue and East 91 st Street (01-1165);
9	"All-Way Stop" signs, at South Parnell Avenue and West 99 th Street (01-1171);
9	"All-Way Stop" signs, at South Wentworth Avenue and West 125 th Street (01-1170);
9	"All-Way Stop" signs, at South Parnell Avenue and West 100 th Street (01-1169);
10	"All-Way Stop" signs, at South Calhoun Avenue and East 108 th Street (01-1174);
10	"All-Way Stop" signs, at South Muskegon Avenue and East 130 th Street (01-1175);
18	"All-Way Stop" signs, at South Loomis Boulevard and West 86 th Street (01-1192);
18	"Two-Way Stop" signs, stopping West 84 th Street for South Throop Street (01-0916);
18	"Two-Way Stop" signs, stopping South Sawyer Avenue for West 81 st Street (01-0917);
18	"All-Way Stop" signs, at South Aberdeen Street and West 85 th Street (01-0918);
18	"All-Way Stop" signs, stopping South Spaulding Avenue and West 83 rd Street (01-1054);

Ward	Type Of Sign And Location
19	"Two-Way Stop" signs, stopping South Whipple Street for West 106 th Street (01-1062);
19	"All-Way Stop" signs, at South Drake Avenue and West 112 th Place (01-1064);
19	"All-Way Stop" signs, at South Central Park Avenue and West 108 th Street (01-1063);
20	"All-Way Stop" signs, stopping South Woodlawn Avenue and East 62 nd Street (01-1066);
20	"Stop" sign, on the north and south corner of the intersection of 5300 South Dr. Martin Luther King, Jr. Drive;
20	"All-Way Stop" signs, at 6900 South Cottage Grove Avenue (01-0921);
31	"All-Way Stop" signs, at West Wellington Avenue and North Lowell Avenue (01-0828);
33	"Stop" sign, at West Montrose Avenue, stopping east and westbound traffic at North St. Louis Avenue;
33	"All-Way Stop" signs, at West Waveland Avenue and North Mozart Street (01-1331);
34	"Two-Way Stop" signs, stopping South May Street for West 106 th Street (01-1136);
34	"All-Way Stop" signs, at South Emerald Avenue and West 122 nd Street (01-1135);
34	"Two-Way Stop" signs, stopping West 118 th Street for South Elizabeth Street (01-1128);

Ward	Type Of Sign And Location
34	"All-Way Stop" signs, at South Loomis Street and West 118 th Street (01-1132);
34	"Two-Way Stop" signs, stopping South Emerald Avenue for West 118 th Street (01-1131);
36	"Stop" sign, for east and westbound traffic on West Diversey Avenue, at North Newcastle Avenue;
37	"All-Way Stop" signs, at North Laramie Avenue and West Huron Street (01-0751);
41	"All-Way Stop" signs, at North Natoma Avenue and West Strong Street (01-1249);
43	"All-Way Stop" signs, at North Mohawk Street and West Wisconsin Street (01-1343);
43	"All-Way Stop" signs, at North Ritchie Court and East Banks Street (01-1005);
43	"All-Way Stop" signs, at North Kenmore Avenue and West Dickens Avenue (01-1006);
45	"Two-Way Stop" signs, stopping North Merrimac Avenue at West Argyle Street (01-1349);
46	"All-Way Stop" signs, at North Hazel Street and West Agatite Avenue (01-1017);
46	"All-Way Stop" signs, at North Clarendon Avenue and West Windsor Avenue (01-0863);
47	"All-Way Stop" signs, at North Campbell Avenue and West Warner Avenue (01-1018);

Ward	Type Of Sign And Location
48	"All-Way Stop" signs, at West Argyle Street and North Kenmore Avenue (01-1353);
50	"All-Way Stop" signs, at North Oakley Avenue and West Arthur Avenue (01-1354);
50	"All-Way Stop" signs, at North Hoyne Avenue and West Arthur Avenue (01-1270);
50	"All-Way Stop" signs, at North Francisco Avenue and West Albion Avenue (01-1269).

Installation Of "Closed To Traffic" Signs.

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 "Closed To Traffic" signs at the below listed locations:

Ward	Location
18	West 77 th Street, from South Trumbull Avenue to South St. Louis Avenue (New Dawes School, 3434 West 77 th Street) closed to traffic -- 8:30 A.M. to 9:30 A.M. and 2:15 P.M. to 3:15 P.M. (school days) September, 2001 through June 30, 2002. Provided provisions of Section 9-12-040 of the city traffic code are fully complied with and provided school is responsible for traffic control devices (01-1195).

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

ESTABLISHMENT OF WEIGHT LIMITATION ON
PORTIONS OF SPECIFIED STREETS.

The Committee on Traffic Control and Safety submitted the following report:

CHICAGO, February 6, 2002.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, to which was referred (September 5, 2001) a proposed ordinance to establish 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, Hairston, Beavers, Stroger, Beale, Pope, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 48.

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 030 of the Municipal Code of Chicago, the maximum weight permitted to be carried by any truck or commercial vehicle upon the following public way between the limits indicated (except for the purpose of delivering or picking up material or merchandise) shall be as follows:

Ward	Location
9	South Michigan Avenue, from East 119 th Street to East 127 th Street -- five tons (01-1896).

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, Hairston, Beavers, Stroger, Beale, Pope, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 48.

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, February 6, 2002.

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* the sundry proposed ordinances and orders submitted herewith, which were referred to your committee (February 7, May 2, June 6, July 25, September 5, October 3, 31, November 28, December 5 and 12, 2001) concerning traffic regulations and traffic signs, et cetera, as follows:

Parking Prohibited At All Times:

Ward	Location
5	The southeast corner of East 73 rd Street and South Constance Avenue. All parking is normally prohibited within 20 feet of a crosswalk and 30 feet within the "Stop" sign (01-1285);
27	167 West Elm Street (no parking on each side of alley). Request withdrawn (01-0952).

Parking Prohibited At All Times -- Disabled:

Ward	Location
8	8323 South Luella Avenue. Has Parking Permit 11763 on location;
16	5235 South Racine Avenue. Main arterial street;
22	4540 South Lawler Avenue. Alternative parking;
25	2162 West Bowler Street. Alternative parking and M1 zoning;
26	2448 North Washtenaw Avenue. Was passed on November 28, 2001;
26	2737 North Francisco Avenue. Not enough information.

Parking Prohibited During Specified Hours:

Ward	Location
5	South Stony Island Avenue (east side) from West 56 th Street to West 57 th Street -- 8:00 A.M. to 4:30 P.M. -- school days. An engineering study indicates no parking school day signs are not warranted at this location (01-1288);
5	South Chicago Avenue (both sides) from East 71 st Street to East 79 th Street -- 6:00 P.M. to 6:00 A.M. -- Friday and Saturday. Request withdrawn by requestor (01-0577).

Parking Limited During Specified Hours:

Ward	Location
45	5301 North Milwaukee Avenue -- 15 minutes -- 9:00 A.M. to 6:00 P.M. -- Monday through Saturday. Request withdrawn (01-1347).

Loading Zones:

Ward	Location
1	1222 West Grand Avenue -- 9:00 A.M. to 9:00 P.M. -- Monday through Saturday. Duplicate proposal. Previously recommended on proposal dated March 28, 2001);
26	3320 North Evergreen Avenue -- 8:00 A.M. to 4:30 P.M. -- Monday through Friday. No City Council action necessary for the installation of warning signs. Signs will be posted (01-1091);
42	1100 North Lake Shore Drive (alongside on Cedar Street). Request withdrawn by requestor (01-0992);
42	435 West Erie Street. Insufficient information to process request (01-0233);
44	3651 North Southport Avenue -- two hours -- 11:00 A.M. to 1:00 A.M. -- Tuesday through Sunday. Request withdrawn by requestor (01-0855).

Residential Permit Parking:

Ward	Location
6	9500 South Michigan Avenue (east side) 6:00 A.M. to 3:00 P.M. -- Monday through Saturday. Does not meet parking study;
13	6100 block of South Kilbourn Avenue (both sides) at all times. Does not meet parking study;
25	1600 block of South Paulina Street (west side) at all times. Does not meet parking study;
41	6600 block of North Oshkosh Avenue -- 8:00 A.M. to 10:00 A.M. -- Monday through Friday. Does not meet parking study.

Single Direction:

Ward	Location
21	West Waseca Place, from South Church Street to South Vincennes Avenue -- easterly. Request withdrawn by requestor (01-0925);
24	The alley at 600 south (601 South Independence Boulevard) between West Harrison Street and West Flournoy Street -- northerly. It is against city policy to install traffic signs in alleys (01- 0935);
27	North Peoria Street, between West Ohio Street and West Grand Avenue -- southerly. Request withdrawn (01- 0954);

Ward	Location
37	Northwest corner of North Iowa Street and North Tripp Avenue. Request withdrawn by requestor (01-0979).

Miscellaneous Signs:

Ward	Location
9	20 to 40 West 127 th Street -- "No Dumping" signs. No City Council action necessary for installation. A traffic engineering study will be initiated to determine the need for this sign (01-1167);
9	West 100 th Street and South Parnell Avenue -- "Slow -- Children At Play" signs. No City Council action necessary for installation of warning signs. A traffic engineering study will be initiated to determine the need for signs (01-1168).

Traffic Lane Tow-Away Zone:

Ward	Location
32	North Damen Avenue (west side) from West Fullerton Avenue to the first alley south thereof -- at all times. No City Council action necessary for traffic lane prohibition signs. Signs will be posted (01-1114).

Traffic Warning Sign And/Or Signals:

Ward	Location
5	For east and westbound traffic on East 73 rd Street at the intersection of South Ridgeland Avenue -- "Two-Way Stop" sign. Previously recommended on proposal dated October 3, 2001. T and S (01-1026) (01-1163);
5	South and eastbound traffic at South Blackstone Avenue and East 67 th Place -- "Stop" sign. Previously recommended on proposal dated June 6, 2001. T and S (01-0598);
5	East and westbound traffic at East 67 th Street, at South Greenwood Avenue -- "Stop" sign. Previously recommended on proposal dated June 27, 2001. T and S (01-0720);
9	East and westbound traffic on West 116 th Street, at the intersection of South Spaulding Avenue -- "Two-Way Stop" sign. Request withdrawn;
17	1500 West 71 st Place, stopping east and westbound traffic -- "Two-Way Stop" sign. Previously recommended on proposal dated June 7, 2001. T and S (01-0736);
18	East and westbound traffic on South Hamilton Avenue, at "T" intersection of West 83 rd Street -- "Stop" sign. West 83 rd Street is a federal aid route. This could jeopardize funding (01-0613);
18	West 81 st Street and South Sawyer Avenue -- "Four-Way Stop" sign. Duplicate Request. Previously proposed and recommended on September 5, 2001. T and S (01-917);

Ward	Location
19	South Whipple Street and West 106 th Street, stopping east and westbound traffic -- "Stop" sign. Previously recommended on proposal dated October 3, 2001;
20	North corner of the intersection at 6200 South Woodlawn Avenue -- "Stop" sign. Previously recommended on proposal dated October 3, 2001. T and S (01-1066);
20	West 69 th Street and South Cottage Grove Avenue -- "Stop" sign. Previously not recommended on proposal dated September 5, 2001. T and S (01-1197);
30	North Central Park Avenue and West George Street, stopping north and southbound traffic -- "Stop" sign. North Central Park Avenue is an arterial street. Signs not warranted according to federal/state standards;
30	North Central Park Avenue and West Wolfram Street, stopping north and southbound traffic -- "Stop" sign. North Central Park Avenue is an arterial street. Signs not warranted according to federal/state standards;
34	East and westbound traffic on West 118 th Street, at South Emerald Avenue -- "Stop" sign with red flashing lights. Previously recommended on proposal dated November 3, 2001. T and S (01-1131);
34	Westbound traffic on West 118 th Street at South Loomis Street -- "Stop" sign. Previously recommended on proposal dated November 3, 2001. T and S (01-1132);

Ward	Location
34	East and westbound traffic on West 122 nd Street at South Emerald Avenue -- "Stop" sign. Previously recommended on proposal dated November 3, 2001. T and S (01-1135);
34	West 118 th Street at South Loomis Street for westbound traffic -- "Stop" sign. Previously recommended on proposal dated November 3, 2001. T and S (01-1132);
37	Northeast and southwest corners of North Karlov Avenue and West Augusta Boulevard -- "Stop" sign. West Augusta Boulevard is a federal aid route. This could jeopardize funding (01-0980);
37	Northeast and southwest corners of North Kilbourn Avenue and West Augusta Boulevard -- "Stop" sign. West Augusta Boulevard is a federal aid route. This could jeopardize funding (01-0982);
37	Northeast and southwest corners of North Pine Avenue and West Augusta Boulevard -- "Stop" sign. West Augusta Boulevard is a federal aid route. This could jeopardize funding (01-0982);
45	Northwest and southeast corners of North Lavergne Avenue (5200 North) "Two-Way Stop" sign. Request withdrawn (01-1351);
50	West Arthur Avenue at North Oakley Avenue (southwest) "Stop" sign. Request withdrawn by requestor. Aldermanic office has been notified (01-1019).

Amend Parking Prohibited At All Times -- Disabled:

Ward	Location
17	Relocation from 5118 South Marshfield Avenue to 7812 South Laflin Street. Not enough information. No application;
26	Removal of 2406 North Mozart Street. Request withdrawn;
35	Relocation of 1704 North Humboldt Boulevard to 3720 West Armitage Avenue -- Disabled Parking Permit 12223. No application. Not enough information.

Amend Parking Prohibited During Specified Hours:

Ward	Location
21	Repeal West 98 th Place, from South Parnell Avenue to South Lowe Avenue -- 8:00 A.M. to 4:30 P.M.-- on school days. Signs should only be posted (or removed) on receipt of a written request from the Board of Education to the chief city traffic engineer with a copy to the involved alderman (01-1307).

Amend Loading Zone:

Ward	Location
27	Removal of 140 North Halsted Street. Request withdrawn by requestor (01-0951);

Ward	Location
42	Amend ordinance related to 923 North Rush Street (install alongside on East Delaware Place) 15 minute standing zone -- unattended vehicles must have lights flashing -- 10:00 A.M. to 10:00 P.M. -- tow-away zone after 15 minutes, by striking the above and inserting: "Tow-away zone -- at all times". Incorrect information to process request (01-1342);
47	Removal of 4422 North Ravenswood Avenue. Request withdrawn.

Amend Single Direction:

Ward	Location
14	Amend ordinance by striking: "South Homan Avenue, between South Archer Avenue and West 45 th Street at the alley (approximately one-quarter block) southerly. Traffic engineering survey indicates proposed one-way change would result in hazardous community access problems" (01-0913);
30	Amend ordinance related to the 4100 block of North Hamlin Avenue, from North Elston Avenue to West Berteau Avenue by changing to two-way traffic on North Hamlin Avenue, between North Elston Avenue and the first alley north thereof. This request has been withdrawn by the alderman.

Amend Traffic Lane Tow-Away Zone:

Ward

Location

29

Removal of 5900 West Iowa Street.
Request withdrawn by requestor (01-0956).

These *Do Not Pass* recommendations were concurred in by all members of the Committee present, with no dissenting votes.

Respectfully Submitted,

(Signed) BURTON F. NATARUS,
Chairman.

**COMMITTEE ON TRANSPORTATION
AND PUBLIC WAY.**

AMENDMENT OF TITLE 9, CHAPTER 52 OF MUNICIPAL CODE
OF CHICAGO BY ADDITION OF NEW SECTION 021
ESTABLISHING PENALTY PROVISIONS FOR
OPERATION OF BICYCLES ON SIDEWALKS
ALONG PORTION OF NORTH
SHERIDAN ROAD.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, February 4, 2002.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body *Pass* a substitute ordinance amending Chapter 9-52 of the Municipal Code of the City of Chicago by adding a new Section 9-52-021 concerning riding bicycles on sidewalks -- penalty. The original ordinance was referred to the Committee on July 25, 2001.

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

Respectfully submitted,

(Signed) THOMAS R. ALLEN,
Chairman.

On motion of Alderman Allen, 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, Hairston, Beavers, Stroger, Beale, Pope, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 48.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, An increasing problem for Chicago's pedestrians is the presence of bicycle riders on the sidewalk; and

WHEREAS, A bicycle ridden on the sidewalk is in most circumstances a violation of the Municipal Code; and

WHEREAS, A speeding bicycle on the sidewalk poses a substantial risk of injury or death to pedestrians, especially toddlers and seniors; and

WHEREAS, As a result of the recent expansion of biking programs and bike lanes and bikeways throughout the City of Chicago, bicyclists have ample options for traversing the city and its parks in a safe manner without using sidewalks; and

WHEREAS, In order to keep our city's sidewalks clear and to preserve the orderly, safe and unimpeded passage of pedestrians, it is a necessary and proper measure to establish a pilot program to institute penalties for bicycle riding on the sidewalk that will more effectively deter such dangerous, inconsiderate and illegal conduct; now, therefore,

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

SECTION 1. Chapter 9-52 of the Municipal Code of Chicago is hereby amended by inserting a new Section 9-52-021, as follows:

9-52-021 Riding Bicycles On Sidewalks -- Penalty.

(a) The penalty for any person age 18 and older who rides a bicycle on the sidewalk adjacent to North Sheridan Road, between West Ardmore Avenue and West Sheridan Road (6400 north) shall be as follows:

- (1) The bicycle shall be temporarily disabled without permanent damage; and*
- (2) The violator shall be subject to a fine of \$250.00.*

(b) Following passage and approval, this section shall be in full force and effect upon the posting of signage notifying bicyclists of the penalty for violation of this section, and shall be repealed one year from its effective date, without further action by the city council.

SECTION 2: Following passage and approval, this ordinance shall be in full force and effect upon posting by the Department of Transportation of signage notifying bicyclists of the penalty for violation of this ordinance. The Commissioner of Transportation shall notify the Superintendent of Police and the Corporation Counsel of the installation of the required signs. This ordinance shall be repealed one (1) year from its effective date, without further action by the city council.

AMENDMENT OF AGREEMENT WITH CHICAGO PARK
DISTRICT, CHICAGO TRANSIT AUTHORITY AND
CHICAGO NATIONAL LEAGUE BALL CLUB,
INC. CONCERNING MULTIPLE USE
PARKING AREAS.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, February 4, 2002.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body Pass an ordinance amending the use of the multiple use areas by the Chicago Park District regarding parking. This ordinance was referred to the Committee on January 16, 2002.

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

Respectfully submitted,

(Signed) THOMAS R. ALLEN,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Hairston, Beavers, Stroger, Beale, Pope, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 48.

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. Subject to approval of the Corporation Counsel as to form and legality, the Mayor is authorized to execute and the City Clerk to attest an amendment, in substantially the form attached hereto as Exhibit A, to that certain agreement by and between the City of Chicago, the Chicago Park District, the Chicago Transit Authority, and the Chicago National League Ball Club, Inc., dated February 25, 1991, as authorized by ordinance passed on February 6, 1991, and published at pages 30755, et seq. of the *Journal of the Proceedings of the City Council* of that date.

SECTION 2. This ordinance shall be in full force and effect from and after its passage and approval.

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

Exhibit "A".

(Amendments appear as italicized language)

IV. Use.

A. Multiple Use Areas.

- I. *Park District Use.* The Park District shall use and regulate the use of the Multiple Use Areas as a public park or, *subject to the conditions below, for parking,* at all times subject to the Cubs' use set forth below in Section IV.A.2. *The use of the Multiple Use Areas by the Park District for parking shall be subject to the following conditions:*

- i. *the southernmost 50 space shall be made available by contract to a valet car parking service providing service to local establishments between the hours of 6:00 and 11:00 each evening, excluding holidays; and*

- ii. *the remainder of the Multiple Use Areas shall be made available for paid parking between the hours of 6:00 and 11:00 each evening; and*

iii. *at all other times, the Multiple Use Areas shall be made available for paid and/or permitted public parking as the Park District shall deem appropriate.*

iv. *the Park District shall not be required to pay or reimburse any Party for the use of the Multiple Use area for parking as provided in this section, but shall be required to use the net revenue from such parking for the performance of its obligations under this Agreement, including those under Section VA.1.*

AUTHORIZATION FOR GRANTS OF PRIVILEGE
IN PUBLIC WAY.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, February 4, 2002.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to recommend that Your Honorable Body *Pass* the proposed ordinances and substitute ordinance as transmitted herewith (referred January 16, 2002) for grants of privilege in the public way.

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

Respectfully submitted,

(Signed) THOMAS R. ALLEN,
Chairman.

On motion of Alderman Allen, the said proposed ordinances and substitute ordinance transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Hairston, Beavers, Stroger, Beale, Pope, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 48.

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):

A American Self Storage.

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

SECTION 1. Permission and authority are hereby given and granted to A American Self Storage, upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed one (1) existing fire escape and construct, install, maintain and use one (1) canopy over the public right-of-way adjacent to its premises known as 901 West Adams Street. Said fire escape shall be twenty (20) feet in length and two (2) feet in width and said canopy shall be twenty-six (26) feet in length and three (3) feet in width. Said canopy shall contain only the street address number.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege herein granted the sum of One Hundred Fifty and no/100 Dollars (\$150.00) per annum, in advance.

Authority herein given and granted for a period of five (5) years from and after date of passage.

A-Borg, L.L.C.

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

SECTION 1. Permission and authority are hereby given and granted to A-Borg, L.L.C. upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use thirteen (13) planters and one (1) existing fire escape on the public right-of-way adjacent to its premises known as 5 North Wabash Avenue. Said planters shall be for beautification purposes and described as follows: eleven (11) planters shall be along East Madison Street (each planter shall measure five (5) feet in length, three (3) feet in width and have a height of two (2) feet); two (2) planters shall be along North Wabash Avenue (each planter shall measure five (5) feet in length, three (3) feet in width and have a height of two (2) feet). There must be six (6) feet of clear and unobstructed space for pedestrian passage at all times. Said existing fire escape shall measure twenty-four (24) feet in length and eight (8) feet in width.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege herein granted the sum of One Hundred and no/100 Dollars (\$100.00) per annum, in advance.

Authority herein given and granted for a period of five (5) years from and after date of passage.

Accessories Plus, Inc.

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

SECTION 1. Permission and authority are hereby given and granted to Accessories Plus, Inc., upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use two (2) kiosks on the public right-of-way adjacent to its premises known as 680 North Lake Shore Drive. Each kiosk shall be sixty-four (64) total square feet with a height of eleven (11) feet, six (6) inches. Black iron fencing shall be around each kiosk for enhancement. Fencing shall be approximately two (2) feet in height.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege herein granted the sum of One Thousand Nine Hundred Fifty and no/100 Dollars (\$1,950.00) per annum, in advance.

Authority herein given and granted for a period of five (5) years from and after date of passage.

American Dental Association.

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

SECTION 1. Permission and authority are hereby given and granted to American Dental Association, upon the terms and subject to the conditions of this ordinance, to maintain and use an existing vault under the public right-of-way adjacent to its premises known as 211 East Chicago Avenue. Said vault is two (2) sections along East Chicago Avenue measuring one hundred sixty-four (164) feet, four (4) inches in length and five (5) feet, seven (7) inches in width for a total of three thousand three hundred thirty-three (3,333) square feet. Vault is used for storage purposes.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege herein granted the sum of Five Thousand Nine Hundred Seventy-three and no/100 Dollars (\$5,973.00) per annum, in advance.

Authority herein given and granted for a period of five (5) years from and after November 15, 2001.

*American National Bank And Trust,
Under Trust Number 32115.*

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

SECTION 1. Permission and authority are hereby given and granted to American National Bank and Trust, under Trust Number 32115, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, three (3) subsurface vaults under the public right-of-way adjacent to its premises known as 180 North Michigan Avenue. Said vaults are described as follows: under and along North Michigan Avenue said vaulted area shall run for a total length of one hundred five (105) feet, at a width of twenty-six (26) feet and a depth of fifteen (15) feet. Under and along East Lake Street said vault shall run for a total length of seventy-six (76) feet, at a width of sixteen (16) feet and a depth of fifteen (15) feet. Under and along the north/south public alley said vault shall run for a total length of thirty-two (32) feet, at a width of nine (9) feet and a depth of fifteen (15) feet.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege herein granted the sum of Sixteen Thousand Five Hundred Ninety-seven and no/100 Dollars (\$16,597.00) per annum, in advance.

Authority herein given and granted for a period of five (5) years from and after January 22, 2002.

*American National Bank And Trust Company Of Chicago,
Under Trust Number 121309-02.*

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

SECTION 1. Permission and authority are hereby given and granted to American National Bank and Trust Company of Chicago, under Trust Number 121309-02, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) grease separator and six (6) tree planters in the public right-of-way adjacent to its premises known as 633 North St. Clair Street. Said public way encroachments are described as follows: said grease separator shall extend ten (10) feet in length and five (5) feet in width. Said tree planters shall

occupy a total of five hundred thirty-one (531) square feet of space. Two (2) planters shall occupy thirty-one (31) feet in length and three (3) feet in width along North St. Clair Place. One (1) tree planter shall occupy twenty-six (26) feet in length and three (3) feet in width along North St. Clair Place. One (1) tree planter shall occupy forty-one (41) feet in length and three (3) feet in width along East Erie Street. One (1) tree planter shall extend twelve (12) feet in length and three (3) feet in width along East Ontario Street. One (1) tree planter shall extend thirty-six (36) feet in length and three (3) feet in width along East Ontario Street. Grantee must allow six (6) feet of clear and unobstructed space for pedestrian passage at all times.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance.

Authority herein given and granted for a period of five (5) years from and after December 11, 2001.

B & R Developers.

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

SECTION 1. Permission and authority are hereby given and granted to B & R Developers, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use an ornamental wrought iron fence on the public right-of-way for beautification purposes adjacent to its premises known as 1222 -- 1232 West Bryn Mawr Avenue. Said ornamental fence shall be twenty-four (24) inches in height. Said fence shall enclose the parkway grass.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege herein granted the sum of Zero and no/100 Dollars (\$0.00) per annum, in advance.

Authority herein given and granted for a period of five (5) years from and after date of passage.

Ms. Lilla Bruszewski.

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

SECTION 1. Permission and authority are hereby given and granted to Ms. Lilla Bruszewski, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use one (1) building projection over the public right-of-way adjacent to premises known as 3858 North Page Avenue. Said projection shall be a second (2nd) story home addition overhang which extends two (2) feet over the current property line along West Byron Street for a total of fifty-two (52) feet in length. Grantee is pursuing vacation of the strip of land with Chicago Department of Transportation.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance.

Authority herein given and granted for a period of five (5) years from and after date of passage.

Carmichael Properties.

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

SECTION 1. Permission and authority are hereby given and granted to Carmichael Properties, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use six (6) planters on the public right-of-way for beautification purposes adjacent to its premises known as 1000 West Monroe Street. Each planter shall be three (3) feet in length and one (1) foot, six (6) inches in width. Grantee must allow six (6) feet of clear and unobstructed space for pedestrian passage at all times.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege herein granted the sum of Zero and no/100 Dollars (\$0.00) per annum, in advance.

Authority herein given and granted for a period of five (5) years from and after date of passage.

The Chicago Board Of Education/DePriest Elementary School.

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

SECTION 1. Permission and authority are hereby given and granted to The Chicago Board of Education/DePriest Elementary School, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and develop for use a parking lot area adjacent to the premises known as 123 -- 129 South Parkside Avenue. Said parking lot shall be located along a portion of West Adams Street, currently an unimproved section of city street now closed to vehicle traffic. Area of Adams Street to be developed by the Chicago Board of Education and measures as follows: Adams Street, three hundred seventy-two and ninety hundredths (372.90) feet in length and sixty-six (66) feet in width for a total of twenty-four thousand six hundred eleven and forty hundredths (24,611.40) square feet. Area shall be leveled, graded, paved, striped, and landscaped to form a parking lot for the new Oscar DePriest Elementary School in accordance with plans approved by the Department of Planning and Development and the Department of Transportation.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege herein granted the sum of Zero and no/100 Dollars (\$0.00) per annum, in advance.

Authority herein given and granted for a period of five (5) years from and after date of passage.

Courtyards By Marriot Number 1GE.

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

SECTION 1. Permission and authority are hereby given and granted to Courtyards by Marriott Number 1GE, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, three (3) manholes and one (1) utility grease separator under the public right-of-way adjacent to its premises known as 30 East Hubbard Street. Said public way encroachments are described as follows: two (2) manholes along North State Street. Each shall measure three (3) feet in length and three (3) feet in width. One (1) manhole along East Hubbard Street shall measure three (3) feet in length and three (3) feet in width. One (1) utility grease separator along North State Street shall measure ten (10) feet in length and five (5) feet in width.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege herein granted the sum of One Thousand Two Hundred and no/100 Dollars (\$1,200.00) per annum, in advance.

Authority herein given and granted for a period of five (5) years from and after May 16, 2000.

Mr. Howard Conant, Jr.

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

SECTION 1. Permission and authority are hereby given and granted to Howard Conant, Jr., upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, five (5) tree planters on the public right-of-way for beautification purposes adjacent to its premises known as 372 West Ontario Street and described as follows: said tree planters shall each measure approximately seventy-five (75) feet in length and fifteen (15) feet in width. Grantee must allow six (6) feet of clear and unobstructed space for pedestrian passage at all times.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege herein granted the sum of Zero and no/100 Dollars (\$0.00) per annum, in advance.

Authority herein given and granted for a period of five (5) years from and after December 14, 2001.

Mr. Anthony Creagh.

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

SECTION 1. Permission and authority are hereby given and granted to Anthony Creagh, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use concrete footing under the public right-of-way adjacent to its premises known as 2001 West Superior Street. Said concrete footing shall be seven (7) feet below grade extending ten (10) inches over the property line along North Damen Avenue and twelve (12) inches over the property line along West Superior Street. Total square footage of concrete footing shall be one hundred thirty-nine (139).

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance.

Authority herein given and granted for a period of five (5) years from and after date of passage.

Cristo Rey Jesuit High School.

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

SECTION 1. Permission and authority are hereby given and granted to Cristo Rey Jesuit High School, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use various privilege on and under the public right-of-way adjacent to its premises known as 1851 West 22nd Place. Said public way encroachments are described as follows:

1. Seven (7) vertical sunshades will be placed at the window openings. Each sunshade shall be three (3) inches wide by fourteen (14) feet high and will extend twelve (12) inches over the sidewalk at a height of eighteen (18) feet, six (6) inches above grade.
2. One (1) garage door sunshade that is thirty (30) feet, ten (10) inches wide and eight (8) inches deep. Said garage door sunshade shall extend over the sidewalk two (2) feet, eight (8) inches.
3. Three (3) metal wheel guards shall be at three (3) locations to protect building corners. Said wheel guards shall each measure twelve (12) inches in diameter and be twenty-four (24) inches in height. Wheel guards will extend four (4) to six (6) inches away from building at the property line.
4. One (1) roof drain line will extend underneath the sidewalk. Said roof drain line shall measure one hundred eighty-seven (187) in length and eight (8) inches in diameter.
5. One (1) entrance canopy shall measure eleven (11) feet in width and eight (8) inches in length. Said canopy shall extend over the sidewalk three (3) feet, six (6) inches and be eleven (11) feet above grade.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege herein granted the sum of Six Hundred Seventy-nine and no/100 Dollars (\$679.00) per annum, in advance.

Authority herein given and granted for a period of five (5) years from and after date of passage.

Dubin Residential.

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

SECTION 1. Permission and authority are hereby given and granted to Dubin Residential, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use two (2) planters on the public right-of-way for beautification purposes adjacent to its premises known as 18 South Aberdeen Street. Said planters shall each measure thirty-six (36) feet in length and six (6) feet in width. Grantee must allow six (6) feet of clear and unobstructed space for pedestrian passages at all times.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege herein granted the sum of Zero and no/100 Dollars (\$0.00) per annum, in advance.

Authority herein given and granted for a period of five (5) years from and after date of passage.

George Court Condominium.

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

SECTION 1. Permission and authority are hereby given and granted to George Court Condominium, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) grease basin under the public right-of-way adjacent to its premises known as 1235 West George Street. Said grease basin shall be four (4) feet, ten (10) inches in length and four (4) feet, ten (10) inches in width. Said grease basin shall be located along West George Street.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance.

Authority herein given and granted for a period of five (5) years from and after January 14, 2002.

Heil, Heil, Smart & Golee.

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

SECTION 1. Permission and authority are hereby given and granted to Heil, Heil, Smart & Golee, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, fifteen (15) balconies projecting over the public right-of-way adjacent to its premises known as 1632 South Indiana Avenue ten (10) balconies shall be along South Indiana Avenue. Each balcony shall measure twelve (12) feet, seven (7) inches in length and three (3) feet, six (6) inches in width. Five (5) balconies shall be along the public alley. Each shall measure twelve (12) feet, seven (7) inches in length and three (3) feet, six (6) inches in width.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege herein granted the sum of Seven Hundred Fifty and no/100 Dollars (\$750.00) per annum, in advance.

Authority herein given and granted for a period of five (5) years from and after July 31, 2001.

The House Of Gluntz.

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

SECTION 1. Permission and authority are hereby given and granted to The House of Gluntz, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, a vaulted area under the public right-of-way adjacent to its premises known as 1202 -- 1206 North Wells Street. Said vaulted area, to be used for storage, shall run under North Wells Street at the first (1st)

basement level for a distance of approximately fifty (50) feet in length, thirteen (13) feet in width and have a depth of seven (7) feet.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege herein granted the sum of Four Hundred Thirty-seven and no/100 Dollars (\$437.00) per annum, in advance.

Authority herein given and granted for a period of five (5) years from and after July 29, 2000.

InterParking Incorporated.

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

SECTION 1. Permission and authority are hereby given and granted to InterParking Incorporated, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use one (1) structural metal and glass canopy over the public right-of-way adjacent to its premises known as 401 North Wells Street. Said structural metal and glass canopy shall measure one (1) foot in length and fourteen (14) feet, six (6) inches in width with a depth of three (3) feet, eight (8) inches.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance.

Authority herein given and granted for a period of five (5) years from and after date of passage.

Marion O. Kane Properties.

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

SECTION 1. Permission and authority are hereby given and granted to Marion O. Kane Properties, upon the terms and subject to the conditions of this ordinance, to maintain and use an existing vaulted area under the public right-of-way adjacent to its premises known as 9 -- 15 West Hubbard Street. Said vault shall be used for storage. Vault shall measure approximately eighty (80) feet in length and fourteen (14) feet in width.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege herein granted the sum of One Thousand Five Hundred Five and no/100 Dollars (\$1,505.00) per annum, in advance.

Authority herein given and granted for a period of five (5) years from and after September 12, 2001.

Wolin Levin.

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

SECTION 1. Permission and authority are hereby given and granted to Wolin Levin, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, sixteen (16) balconies over the public right-of-way adjacent to its premises known as 1601 -- 1623 West School Street. Said balconies shall be on floors three (3) through six (6) on the West School Street elevation, four (4) balconies per floor. Each balcony will extend five (5) feet from the face of the building and have a guardrail forty-two (42) inches in height. Balconies will be between fourteen (14) feet and fifteen (15) feet, six (6) inches in length. Lowest balconies will be no less than thirty-two (32) feet, ten (10) inches above the sidewalk.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege herein granted the sum of Eight Hundred and no/100 Dollars (\$800.00) per annum, in advance.

Authority herein given and granted for a period of five (5) years from and after May 17, 2000.

Maharishi Royal Residences L. L. C.

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

SECTION 1. Permission and authority are hereby given and granted to Maharishi Royal Residences L.L.C., upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use one (1) grease basin under the public right-of-way adjacent to its premises known as 636 South Michigan Avenue. Said grease basin shall be ten (10) feet in length and five (5) feet in width for a total of fifty (50) square feet. Grease basin shall be located in the public alley west of and parallel to South Michigan Avenue.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance.

Authority herein given and granted for a period of five (5) years from and after date of passage.

One North Dearborn Trust.

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

SECTION 1. Permission and authority are hereby given and granted to One North Dearborn Trust, upon the terms and subject to the conditions of this

ordinance, to maintain and use, as now constructed, vaults under the public right-of-way adjacent to its premises known as 1 North Dearborn Street. Said vaulted space is located on the State Street side of the property at 4 North State Street. Vaults are three (3) levels beneath grade:

Level Number 1	Is used for retail space and is one hundred four (104) feet in length and twenty-two (22) feet in width for a total of two thousand two hundred eighty-eight (2,288) square feet.
Level Number 2	Is used for storage and is one hundred four (104) feet in length and twenty-two (22) feet in width for a total of two thousand two hundred eighty-eight (2,288) square feet.
Level Number 3	Is used for utilities and is eighty (80) feet in length and twenty-two (22) feet in width for a total of one thousand seven hundred sixty (1,760) square feet.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege herein granted the sum of Eight Thousand Eighty-six and no/100 Dollars (\$8,086.00) per annum, in advance.

Authority herein given and granted for a period of five (5) years from and after July 10, 2001.

Park Alexandria, L.L.C.

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

SECTION 1. Permission and authority are hereby given and granted to Park Alexandria, L.L.C., upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use four (4) planters on the public right-of-way for beautification purposes adjacent to its premises known as 125 South Jefferson Street. Said planters are described as follows:

Four (4) planters shall be along South Jefferson Street with cement boxes and fencing.

- 1) Twelve (12) feet, nine (9) inches in length and four (4) feet, six (6) inches in width with a depth of two (2) feet.
- 2) Nine (9) feet, three (3) inches in length and four (4) feet in width with a depth of two (2) feet.
- 3) Eight (8) feet, ten (10) inches in length and four (4) feet in width with a depth of two (2) feet.
- 4) Ten (10) feet, three (3) inches in length and four (4) feet, one (1) inch in width with a depth of two (2) feet.

Grantee must allow six (6) feet of clear and unobstructed space for pedestrian passage at all times.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege herein granted the sum of Zero and no/ 100 Dollars (\$0.00) per annum, in advance.

Authority herein given and granted for a period of five (5) years from and after date of passage.

Tracey Powell.

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

SECTION 1. Permission and authority are hereby given and granted to Tracey Powell, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, a steel stairway extending five (5) feet over and above an east/west public alley adjacent to the premises known as 1214 North Astor Street. Said stairway shall be twenty-nine (29) feet in length and five (5) feet in width, emerging from the aforementioned premises at the third (3rd) floor level, twenty-two (22) feet above alley grade, thence ascending to the fourth (4th) floor and thence to the roof. The purpose of this stairway is to provide access to the roof sundeck.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege herein granted the sum of Two Hundred Five and no/100 Dollars (\$205.00) per annum, in advance.

Authority herein given and granted for a period of five (5) years from and after September 12, 2000.

Prairie Material Sales, Inc.

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

SECTION 1. Permission and authority are hereby given and granted to Prairie Material Sales, Inc., upon the terms and subject to the conditions of this ordinance, to maintain and use an undeveloped area beneath the Chicago Avenue and Halsted Street bridge adjacent to the premises known as 835 North Peoria Street. Said area shall be used for employee parking, vehicle storage area and related business operations. Area shall be three hundred seventy-two (372) feet in length varying between thirty-three (33) and forty-seven (47) feet in width for an approximate total of fifteen thousand seven hundred sixty-one (15,761) square feet. Area is adjacent to the Tribune property beneath the bridge, which has a permit for similar purposes.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege herein granted the sum of Two Thousand Four Hundred One and no/100 Dollars (\$2,401.00) per annum, in advance.

Authority herein given and granted for a period of five (5) years from and after date of passage.

Reid Murdoch, L.L.C.

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

SECTION 1. Permission and authority are hereby given and granted to Reid Murdoch, L.L.C., upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use three (3) planters on the public right-of-way for beautification purposes adjacent to its premises known as 325 North LaSalle Drive. Said planters shall each measure twenty (20) feet in length and seven (7) feet, six (6) inches in width. There must be six (6) feet of clear and unobstructed space for pedestrian passage at all times.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege herein granted the sum of Zero and no/100 Dollars (\$0.00) per annum, in advance.

Authority herein given and granted for a period of five (5) years from and after date of passage.

Sandburg Ace Hardware, Inc.

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

SECTION 1. Permission and authority are hereby given and granted to Sandburg Ace Hardware, Inc., upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) illuminated sign overhanging the public right-of-way adjacent to its premises known as 108 West Germania Place. Said sign shall be nine (9) feet in length and fifty-three (53) inches in width and be attached to the building at 1540 North Clark Street.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege herein granted the sum of Fifty-eight and no/100 Dollars (\$58.00) per annum, in advance.

Authority herein given and granted for a period of five (5) years from and after October 2, 2001.

Tasc, Inc.

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

SECTION 1. Permission and authority are hereby given and granted to Tasc, Inc., upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed, a stairway located in the public right-of-way on West Blackhawk Street, adjacent to its premises known as 1500 North Halsted Street. Said stairway shall be approximately four (4) feet in length and twelve (12) feet in width.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege herein granted the sum of Three Hundred Fifty and no/100 Dollars (\$350.00) per annum, in advance.

Authority herein given and granted for a period of five (5) years from and after June 12, 2000.

WLS Television, Inc.

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

SECTION 1. Permission and authority are hereby given and granted to WLS Television, Inc., upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use occupation of space for a security guard booth on the public right-of-way adjacent to its premises known as 190 North State Street. Said security guard booth shall measure four (4) feet in length and four (4) feet in width for a total square footage of sixteen (16). Security guard booth shall be located at the garage entrance on West Lake Street.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege herein granted the sum of Three Hundred Five and no/100 Dollars (\$305.00) per annum, in advance.

Authority herein given and granted for a period of five (5) years from and after date of passage.

18 -- 22 East Division, L.L.C.

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

SECTION 1. Permission and authority are hereby given and granted to 18 -- 22 East Division, L.L.C., upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use two (2) planters on the public right-of-way for beautification purposes adjacent to its premises known as 18 East Division Street. Said planters shall each measure fifteen (15) feet in length and four (4) feet, six (6) inches in width. There must be six (6) feet of clear and unobstructed space for pedestrian passage at all times.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the city of Chicago as compensation for the privilege herein granted the sum of Zero and no/100 Dollars (\$0.00) per annum, in advance.

Authority herein given and granted for a period of five (5) years from and after date of passage.

212 East, L.L.C.

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

SECTION 1. Permission and authority are hereby given and granted to 212 East, L.L.C., upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use two (2) canopies and one (1) roof slab projecting over the public right-of-way adjacent to its premises known as 1933 South Indiana Avenue. Said public way encroachments are described as follows:

Canopies.

1. Said canopy shall measure one hundred four (104) feet, six (6) inches in length and six (6) feet, four (4) inches in width. Canopy shall be located at the building entrance along South Indiana Avenue.
2. Said canopy shall measure seventy-seven (77) feet, two (2) inches in length and six (6) feet, eleven (11) inches in width. Canopy shall be located at the building entrance along East Cullerton Street.

Roof Slab.

Said roof slab shall measure twenty-five (25) feet, four (4) inches in length and three (3) feet, one (1) inch in width. Roof slab shall be located over the public sidewalk along East Cullerton Street.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege herein granted the sum of One Hundred Sixty-seven and no/100 Dollars (\$167.00) per annum, in advance.

Authority herein given and granted for a period of five (5) years from and after date of passage.

1355 West Washington, L.L.C.

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

SECTION 1. Permission and authority are hereby given and granted to 1355 West Washington, L.L.C., upon the terms and subject to the conditions of this

ordinance, to construct, install, maintain and use fifteen (15) balconies projecting over the public right-of-way adjacent to its premises known as 1355 West Washington Boulevard. Said balconies shall overhang three (3) per floor from floors two (2) through six (6) and measure thirteen and four-tenths (13.4) feet in length and six (6) feet in width along West Washington Boulevard.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege herein granted the sum of Seven Hundred Fifty and no/100 Dollars (\$750.00) per annum, in advance.

Authority herein given and granted for a period of five (5) years from and after date of passage.

4800 & 4900 Congress Block Club.

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

SECTION 1. Permission and authority are hereby given and granted to 4800 & 4900 Congress Block Club, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use two (2) signs on the parkway adjacent to the premises known as 4831 West Congress Parkway. Said signs shall be approximately three (3) feet in length and three (3) feet in width, installed approximately four (4) feet in height. The signs shall be installed and maintained by the 4800 & 4900 Block Club on the parkway near the corner of South Cicero Avenue and West Congress Parkway and the corner of South Laverne Avenue and West Congress Parkway so as to not interfere with traffic sight lines. Signs shall list city ordinance information as a courtesy to area residents and pedestrians.

This grant of privilege shall be subject to the provisions of Section 10-28-075 of the Municipal Code of the City of Chicago.

The above grant of privilege is a public benefit for which there is no annual fee.

Authority herein given and granted for a period of five (5) years from and after date of passage.

AMENDMENT OF ORDINANCE WHICH AUTHORIZED
GRANT OF PRIVILEGE TO CHICAGO TRANSIT
AUTHORITY FOR USE OF SPACE AT
203 NORTH LA SALLE STREET.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, February 4, 2002.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body *Pass* an amendment to an ordinance passed by the City Council of the City of Chicago for the Chicago Transit Authority on October 3, 2001 and printed upon page 71437 of the *Journal of the Proceedings of the City Council of the City of Chicago* by deleting the words: "two (2) intimate markers" and inserting in their place the words: "three (3) intimate markers. Said additional intimate marker shall be located along Lake Street". This ordinance was referred to the Committee on January 16, 2002.

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

Respectfully submitted,

(Signed) THOMAS R. ALLEN,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Hairston, Beavers, Stroger, Beale, Pope, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Hansen, Levar, Shiller, Schuler, M. Smith, Moore -- 48.

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 ordinance passed by the City Council of the City of Chicago for Chicago Transit Authority on October 31, 2001, and printed upon page 71437 of the *Journal of the Proceedings of the City Council of the City of Chicago* is hereby amended by deleting the words: "two (2) intimate markers" and inserting in their place the words: "three (3) intimate markers. Said additional intimate marker shall be located along Lake Street."

SECTION 2. This ordinance amendment shall be in effect upon its passage.

AUTHORIZATION FOR GRANTS OF PRIVILEGE
IN PUBLIC WAY FOR CANOPIES.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, February 4, 2002.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to recommend that Your Honorable Body Pass the proposed orders transmitted herewith (referred on January 16, 2002) to construct, maintain and use sundry canopies by various establishments.

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

Respectfully submitted,

(Signed) THOMAS R. ALLEN,
Chairman.

On motion of Alderman Allen, the said proposed orders transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Hairston, Beavers, Stroger, Beale, Pope, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 48.

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):

Ann Taylor Number 25: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Ann Taylor Number 25 ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 700 North Michigan Avenue for a period of three (3) years from and after December 2, 2001 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed twenty (20) feet in length and four (4) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance.

In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration. The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim controversy, damage, personal injury, death, liability, judgment or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor of the City of Chicago and the Director of Revenue at their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Revenue.

*Berger Financial Services, In Care Of Realty
& Mortgage Company: Canopy.*

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Berger Financial Services, in care of Realty & Mortgage Company ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 1100 North Dearborn Street for a period of three (3) years from and after December 2, 2001 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed twelve (12) feet in length and nine (9) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance.

In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration. The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim controversy, damage, personal injury, death, liability, judgment

or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor of the City of Chicago and the Director of Revenue at their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Revenue.

BFS Retail & Commercial Operations, L.L.C.: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to BFS Retail & Commercial Operations, L.L.C. ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 5811 West Belmont Avenue for a period of three (3) years from and after January 12, 2002 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed forty-one (41) feet in length and five (5) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Sixty-six and no/100 Dollars (\$66.00) per annum, in advance.

In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration. The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim controversy, damage, personal injury, death, liability, judgment or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor of the City of Chicago and the Director of Revenue at their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Revenue.

Chicago Sun-Times, Inc.: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Chicago Sun-Times, Inc. ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 401 North Wabash Avenue for a period of three (3) years from and after January 18, 2002 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed twenty-eight (28) feet in length and seventeen (17) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty-three and no/100 Dollars (\$53.00) per annum, in advance.

In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration. The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim controversy, damage, personal injury, death, liability, judgment or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor of the City of Chicago and the Director of Revenue at their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Revenue.

Cooper Furniture & Carpet Co.: Canopies.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Cooper Furniture & Carpet Co. ("Permittee") to construct, maintain and use four (4) canopies over the public way attached to the structure located at 1929 South Halsted Street for a period of three (3) years from and after May 4, 2001 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopies shall not exceed two (2) at fifteen (15) feet in length and four (4) feet in width, one (1) at fifteen (15) feet in length and three (3) feet in width and one (1) at eleven (11) feet in length and two (2) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Eighty-one and no/100 Dollars (\$81.00) per annum, in advance.

In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopies are removed. The Permittee shall renew the privilege herein granted to the date of expiration. The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim controversy, damage, personal injury, death, liability, judgment or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopies arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor of the City of Chicago and the Director of Revenue at their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopies without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Revenue.

Halsted Street Multiplex: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Halsted Street Multiplex ("Permittee") to construct, maintain and use one (1)

canopy over the public way attached to the structure located at 3232 North Halsted Street for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed seven (7) feet in length and five (5) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance.

In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration. The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim controversy, damage, personal injury, death, liability, judgment or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor of the City of Chicago and the Director of Revenue at their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Revenue.

Homan Square Management Company: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Homan Square Management Company ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 3231 West Arthington Street for a period of three (3) years from and after November 16, 2001 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed one hundred ten (110) feet in length and twenty (20) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of One Hundred Thirty-five and no/100

Dollars (\$135.00) per annum, in advance.

In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration. The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim controversy, damage, personal injury, death, liability, judgment or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor of the City of Chicago and the Director of Revenue at their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Revenue.

Hong Kong Bay Restaurant: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Hong Kong Bay Restaurant ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 1531 North Wells Street for a period of three (3) years from and after January 12, 2002 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed fifteen (15) feet in length and nine (9) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance.

In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration. The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim controversy, damage, personal injury, death, liability, judgment

or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor of the City of Chicago and the Director of Revenue at their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Revenue.

InterParking Number 597: Canopies.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to InterParking Number 597 ("Permittee") to construct, maintain and use two (2) canopies over the public way attached to the structure located at 181 North Dearborn Street for a period of three (3) years from and after October 5, 2001 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopies shall not exceed two (2) at fifty-four (54) feet in length and sixteen (16) feet in width. The Permittee shall pay to the City of Chicago, as compensation for the privilege the sum of One Hundred Fifty-eight and no/100 Dollars (\$158.00) per annum, in advance.

In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopies are removed. The Permittee shall renew the privilege herein granted to the date of expiration. The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim controversy, damage, personal injury, death, liability, judgment or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopies arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor of the City of Chicago and the Director of Revenue at their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by

lapse of time or otherwise, the Permittee shall remove the canopies without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Revenue.

Irmco Properties & Management Corporation: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Irmco Properties & Management Corporation ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 2300 North Lincoln Park West for a period of three (3) years from and after February 1, 2002 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed twenty-three (23) feet in length and nineteen (19) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance.

In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration. The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim controversy, damage, personal injury, death, liability, judgment or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor of the City of Chicago and the Director of Revenue at their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Revenue.

Jodabars, Inc./Chicago Sports Bar: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Jodabars, Inc./Chicago Sports Bar ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 227 West Jackson Boulevard for a period of three (3) years from and after November 18, 1999 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed twenty (20) feet in length and four (4) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance.

In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration. The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim controversy, damage, personal injury, death, liability, judgment or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor of the City of Chicago and the Director of Revenue at their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Revenue.

The Landmark Of Andersonville: Canopies.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to The Landmark of Andersonville ("Permittee") to construct, maintain and use five (5) canopies over the public way attached to the structure located at 5301 North Clark Street for a period of three (3) years from and after December 13, 2001 in accordance with the ordinances of the City of Chicago and the plans and

specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopies shall not exceed two (2) at sixteen (16) feet in length and three (3) feet in width, one (1) at thirty-one (31) feet in length and three (3) feet in width, one (1) at twenty-two (22) feet in length and three (3) feet in width, and one (1) at fourteen (14) feet in length and three (3) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Two Hundred Fifty-six and no/100 Dollars (\$256.00) per annum, in advance.

In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopies are removed. The Permittee shall renew the privilege herein granted to the date of expiration. The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim controversy, damage, personal injury, death, liability, judgment or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopies arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor of the City of Chicago and the Director of Revenue at their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopies without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Revenue.

Lift Truck Corporation Of America: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Lift Truck Corporation of America ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 1240 West Randolph Street for a period of three (3) years from and after December 8, 2001 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed ninety (90) feet in length and three (3) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of One Hundred Fifteen and no/100 Dollars (\$115.00) per annum, in advance.

In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration. The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim controversy, damage, personal injury, death, liability, judgment or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor of the City of Chicago and the Director of Revenue at their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Revenue.

Marshall Hotel: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Marshall Hotel ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 1232 North LaSalle Drive for a period of three (3) years from and after December 30, 2001 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed fourteen (14) feet in length and twelve (12) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance.

In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration. The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim controversy, damage, personal injury, death, liability, judgment or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive

negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor of the City of Chicago and the Director of Revenue at their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Revenue.

Mee And Ramme Barron Hall Funeral Home: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Mee and Ramme Barron Hall Funeral Home ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 3918 West Irving Park Road for a period of three (3) years from and after January 10, 2002 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed twelve (12) feet in length and nine (9) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance.

In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration. The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim controversy, damage, personal injury, death, liability, judgment or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor of the City of Chicago and the Director of Revenue at their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Revenue.

Oxford Clothes, Inc.: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Oxford Clothes, Inc. ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 1214 West Van Buren Street for a period of three (3) years from and after November 14, 2001 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed nineteen (19) feet in length and fifteen (15) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance.

In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration. The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim controversy, damage, personal injury, death, liability, judgment or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor of the City of Chicago and the Director of Revenue at their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Revenue.

Georgia Paps: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Georgia Paps ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 320 South Halsted Street for a period of three (3) years from and after November 18, 2001 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed eighty-six (86) feet in length and two (2) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of One Hundred Eleven and no/100 Dollars (\$111.00) per annum, in advance.

In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration. The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim controversy, damage, personal injury, death, liability, judgment or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor of the City of Chicago and the Director of Revenue at their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Revenue.

Tony's Sport: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Tony's Sport ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 1321 North Milwaukee Avenue for a period of three (3) years from and after November 5, 2001 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the

Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed twenty-four (24) feet in length and four (4) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance.

In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration. The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim controversy, damage, personal injury, death, liability, judgment or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor of the City of Chicago and the Director of Revenue at their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Revenue.

The Tremont Hotel: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to The Tremont Hotel ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 100 East Chestnut Street for a period of three (3) years from and after January 1, 2002 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed nineteen (19) feet in length and seven (7) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance.

In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration. The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim controversy, damage, personal injury, death, liability, judgment or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor of the City of Chicago and the Director of Revenue at their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Revenue.

*Trizec Hahn Office Properties, Inc., As Agent
For Tower Leasing: Canopy.*

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Trizec Hahn Office Properties, Inc., as agent for Tower Leasing ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 250 South Franklin Street for a period of three (3) years from and after December 22, 2001 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed one hundred thirty-five (135) feet in length and thirty-eight (38) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of One Hundred Sixty and no/100 Dollars (\$160.00) per annum, in advance.

In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration. The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim controversy, damage, personal injury, death, liability, judgment

or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor of the City of Chicago and the Director of Revenue at their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Revenue.

Tru Properties, Inc.: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Tru Properties, Inc. ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 6 -- 10 South State Street for a period of three (3) years from and after December 15, 2001 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed nineteen (19) feet in length and eighteen (18) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance.

In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration. The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim controversy, damage, personal injury, death, liability, judgment or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor of the City of Chicago and the Director of Revenue at their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Revenue.

W9/LWS Real Estate Limited Partnership: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to W9/LWS Real Estate Limited Partnership ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 300 South Wacker Drive for a period of three (3) years from and after December 15, 2001 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed twenty-two (22) feet in length and nine (9) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/ 100 Dollars (\$50.00) per annum, in advance.

In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration. The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim controversy, damage, personal injury, death, liability, judgment or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor of the City of Chicago and the Director of Revenue at their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Revenue.

100 East Walton Condominium Association: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to 100 East Walton Condominium Association ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 100 East Walton Street for a period of three (3) years from and after December 11, 2001 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed fifteen (15) feet in length and six (6) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance.

In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration. The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim controversy, damage, personal injury, death, liability, judgment or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor of the City of Chicago and the Director of Revenue at their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Revenue.

200 West Jackson Limited Partnership: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to 200 West Jackson Limited Partnership ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 200 West Jackson Boulevard for a period of three (3) years from and after October 7, 2001 in accordance with the ordinances of the City of Chicago and the plans and

specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed twenty-six (26) feet in length and nine (9) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty-one and no/100 Dollars (\$51.00) per annum, in advance.

In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration. The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim controversy, damage, personal injury, death, liability, judgment or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor of the City of Chicago and the Director of Revenue at their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Revenue.

VACATION OF PORTION OF NORTH KOSTNER AVENUE,
BETWEEN WEST BRYN MAWR AVENUE AND
WEST FOSTER AVENUE.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, February 4, 2002.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body Pass an ordinance for the vacation of the

east half of North Kostner Avenue lying north of the north line of West Foster Avenue and south of a line 660 feet north of and parallel with the south line of the northeast quarter of Section 10, Township 40 North, Range 13, East of the Third Principal Meridian in Cook County, Illinois, also the west half of North Kostner Avenue lying between the south line of West Bryn Mawr Avenue (said south line also being the north line of the northeast quarter of said Section 10) and the north line of West Foster Avenue, except the right-of-way of the Union Pacific Railroad. This ordinance was referred to the Committee on January 16, 2002.

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

Respectfully submitted,

(Signed) THOMAS R. ALLEN,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Hairston, Beavers, Stroger, Beale, Pope, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 48.

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, after due investigation and consideration, has determined that the nature and extent of the public use and the public interest to be subserved is such as to warrant the vacation of part of public street described in the following ordinance; now, therefore,

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

SECTION 1. All that part of the east half of North Kostner Avenue as opened by the Highway Commissioners of the Town of Jefferson, December 10, 1861, lying

south line of the south line of vacated North Kostner Avenue, vacated by ordinance approved by the City Council of the City of Chicago on March 9, 1995 and recorded March 28, 1995 as Document Number 95208518, said south line being described as the north line of the south 40 rods thereof, in Section 10, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois, said south line also being the south line of Lot 26 in River's Edge Subdivision being part of the northeast quarter of Section 10, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois, lying north of a line 50 feet north of and parallel with the south line of the northeast quarter of Section 10, aforesaid, said east half of North Kostner Avenue, being further described as the west 33 feet of the south 660.0 feet (except the south 50 feet) of the northeast quarter of Section 10 aforesaid, also that part of the west half of North Kostner Avenue as opened by the Highway Commissioners of the Town of Jefferson, December 10, 1861, said part of public street herein vacated being described as follows: the east 33 feet of the northwest quarter of Section 10, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois, lying between the north line of the northwest quarter and the south line of the northwest quarter, except the right-of-way of the Union Pacific Railroad (formerly the Chicago and Northwestern Transportation Company) and except the south 33 feet of the northwest quarter of Section 10 aforesaid, said part of North Kostner Avenue herein vacated being further described as the east half of North Kostner Avenue lying north of the north line of West Foster Avenue and south of a line 660 feet north of and parallel with the south line of the northeast quarter of Section 10, Township 40 North, Range 13, East of the Third Principal Meridian in Cook County, Illinois, also the west half of North Kostner Avenue lying between the south line of West Bryn Mawr Avenue, said south line also being the north line of the northeast quarter of said Section 10, and the north line of West Foster Avenue, except the right-of-way of the Union Pacific Railroad (formerly the Chicago and Northwestern Transportation Company) as shaded and indicated by the words "To Be Vacated" on the drawing hereto attached, which drawing for greater certainty, is hereby made a part of this ordinance, be and the same are hereby vacated and closed, inasmuch as the same are no longer required for public use and the public interest will be subserved by such vacations.

SECTION 2. The vacations herein provided for are made upon the express condition that within one hundred eighty (180) days after the passage of this ordinance, the Chicago Park District and the Forest Preserve District of Greater Chicago shall file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois, a certified copy of this ordinance, together with an attached drawing approved by the Superintendent of Maps.

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

[Drawing referred to in this ordinance omitted for printing purposes but on file and available for public inspection in the Office of the City Clerk.]

VACATION OF PORTION OF NORTH HERMITAGE AVENUE AND
DEDICATION OF VARIOUS STREETS IN AREA BOUNDED
BY CHICAGO TRANSIT AUTHORITY, WEST HOWARD
STREET AND UNION PACIFIC RAILROAD.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, February 4, 2002.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body Pass an ordinance for a proposed street vacation and street dedication bounded by North Rogers Avenue, the Chicago Transit Authority, West Howard Street and the Union Pacific Railroad. This ordinance was referred to the Committee on January 16, 2002.

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

Respectfully submitted,

(Signed) THOMAS R. ALLEN,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Hairston, Beavers, Stroger, Beale, Pope, Balcer, Frias, Olivo, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 47.

Nays -- None.

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

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

The following is said ordinance as passed:

WHEREAS, The City Council of the City of Chicago, after due investigation and consideration, has determined that the nature and extent of the public use and the public interest to be subserved is such as to warrant the vacation of part of public street described in the following ordinance; now, therefore,

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

SECTION 1. All that part of North Hermitage Avenue, lying south of West Howard Street and lying north of North Rogers Avenue, being situated in the southeast fractional quarter of Section 30, Township 41 North, Range 14 East of the Third Principal Meridian, lying north of the Indian Boundary line, more particularly described as follows:

commencing at the point of intersection of the south line of West Howard Street and the east line of North Hermitage Avenue; thence south 00 degrees, 01 minutes, 05 seconds west, along said east line of North Hermitage Avenue, a distance of 165.47 feet to the point of beginning; thence continuing south 00 Degrees, 01 minutes, 05 seconds west, along said east line of North Hermitage Avenue, a distance of 582.64 feet; thence north 89 degrees, 32 minutes, 38 seconds west, a distance of 60.00 feet, to the west line of North Hermitage Avenue; thence north 00 degrees, 01 minutes, 05 seconds east, along the west line of North Hermitage Avenue, a distance of 653.03 feet; thence a distance of 41.00 feet along the arc of a circle, convex to the southwest, having a radius of 108.50 feet and whose chord of 40.76 feet bears south 40 degrees, 22 minutes, 49 seconds east; thence south 51 degrees, 12 minutes, 24 seconds east, a distance of 2.81 feet; thence a distance of 3.93 feet along the arc of a circle, convex to the northeast, having a radius of 5.00 feet and whose chord of 3.83 feet bears south 28 degrees, 42 minutes, 24 seconds east; thence south 06 degrees, 12 minutes, 24 seconds east, a distance of 7.93 feet; thence a distance of 7.85 feet along the arc of a circle, convex to the southwest, having a radius of 10.00 feet and whose chord of 7.65 feet bears south 28 degrees, 42 minutes, 24 seconds east; thence south 51 degrees, 12 minutes, 24 seconds east, a distance of 32.08 feet to the point of beginning, in Cook County, Illinois, containing 36,867 square feet or 0.8463 acres, more or less,

said part of public street herein vacated being further described as North Hermitage Avenue lying south and southwesterly of the southwesterly and westerly line of relocated North Paulina Street and lying north of a line 165.0 feet north of the northwesterly line of North Rogers Avenue as measured along the west line of North Hermitage Avenue forming an angle of 89 degrees, 33 feet, 43 inches, as measured from south to east with the west line of North Hermitage Avenue, as shaded and indicated by the words "To Be Vacated" on the drawing hereto attached, which drawing for greater certainty, is hereby made a part of this ordinance, be and the same is hereby vacated and closed, inasmuch as the same is no longer required for public use and the public interest will be subserved by such vacations.

SECTION 2. The Combined Development-Howard L.L.C. shall dedicate or cause to be dedicated to the public and open up for public use as a public street and parts of the public streets the following described property:

all that part of Lot 9 in Ure's Subdivision and part of the east 8.81 chains of part of the east half of the southeast fractional quarter of Section 30, Township 41 North, Range 14 East of the Third Principal Meridian, lying north of the Indian Boundary line, more particularly described as follows:

beginning at the northwest corner of said Lot 9; thence south 90 degrees, 00 minutes, 00 seconds east, along the south line of West Howard Street, a distance of 57.44 feet; thence south 47 degrees, 27 minutes, 43 seconds west, a distance of 48.00 feet; thence south 46 degrees, 35 minutes, 22 seconds east, a distance of 202.03 feet; thence south 42 degrees, 32 minutes, 17 seconds east, a distance of 47.77 feet; thence south 38 degrees, 07 minutes, 34 seconds east, a distance of 33.75 feet; thence south 51 degrees, 52 minutes, 26 seconds west, a distance of 10.37 feet; thence a distance of 26.83 feet along the arc of a circle, convex to the northeast, having a radius of 105.00 feet and whose chord of 26.76 feet bears south 07 degrees, 19 minutes, 11 seconds east; thence south 00 degrees, 00 minutes, 00 seconds west, a distance of 98.10 feet; thence south 90 degrees, 00 minutes, 00 seconds east, a distance of 5.50 feet; thence south 00 degrees, 00 minutes, 00 seconds west, a distance of 365.70 feet, to the northwesterly line of North Rogers Avenue; thence south 57 degrees, 07 minutes, 58 seconds west, along the northwesterly line of said North Rogers Avenue, a distance of 125.01 feet; thence north 00 degrees, 00 minutes, 00 seconds east, a distance of 537.20 feet; thence north 90 degrees, 00 minutes, 00 seconds west, a distance of 0.56 feet; thence a distance of 26.98 feet along the arc of a circle, convex to the northeast, having a radius of 32.50 feet and whose chord of 26.21 feet bears north 27 degrees, 25 minutes, 22 seconds west; thence north 51 degrees, 12 minutes, 24 seconds west, a distance of 66.86 feet; thence a distance of 3.93 feet along the arc of a circle, convex to the northeast, having a radius of 5.00 feet and whose chord of 3.83 feet bears north 73 degrees, 42 minutes, 24 seconds west; thence south 83 degrees, 47 minutes, 36 seconds west, a distance of 7.93 feet; thence a distance of 7.85 feet along the arc of a circle, convex to the southwest, having a radius of 10.00 feet and whose chord

of 7.65 feet bears north 73 degrees, 42 minutes, 24 seconds west; thence north 51 degrees, 12 minutes, 24 seconds west, a distance of 43.78 feet, to the east line of North Hermitage Avenue; thence north 00 degrees, 01 minutes, 05 seconds east, along the east line of said North Hermitage Avenue, a distance of 165.47 feet to the point of beginning, in Cook County, Illinois containing 78,365 square feet or 1.7990 acres, more or less.

Also,

all that part of Lot 1 in John F. Ure's Subdivision of Lots 1 to 7, inclusive, in Ure's Subdivision of part of the southeast fractional quarter of Section 30, Township 41 North, Range 14, East of the Third Principal Meridian, lying north of the Indian Boundary line more particularly described as follows:

beginning at the northeast corner of said Lot 1; thence south 00 degrees, 01 minutes, 05 seconds west, along the west line of north Hermitage Avenue, a distance of 94.60 feet; thence a distance of 55.97 feet along the arc of a circle, convex to the southwest, having a radius of 108.50 feet and whose chord of 55.35 feet bears north 14 degrees, 46 minutes, 37 seconds west; thence north 00 degrees, 00 minutes, 00 seconds east, a distance of 41.08 feet; thence south 90 degrees, 00 minutes, 00 seconds, east, along the south line of West Howard Street, a distance of 14.15 feet to the point of beginning, all in Cook County, Illinois, containing 1,092.0 square feet or 0.0250 acres, more or less,

Also,

all that part of Lots 6, 7, 8, 9 and 10 in Robert Ure's Subdivision of Lot 8 in Ure's Subdivision of part of the southeast fractional quarter of Section 30, Township 41 North, Range 14 East of the Third Principal Meridian, lying north of the Indian Boundary Line, more particularly described as follows:

beginning at the southwest corner of said Lot 10; thence north 08 degrees, 02 minutes, 59 seconds west, along the easterly line of North Clark Street, a distance of 50.09 feet; thence north 17 degrees, 38 minutes, 13 seconds west, along said easterly line of North Clark Street, a distance of 177.90 feet, to the south line of West Birchwood Avenue; thence south 89 degrees, 32 minutes, 38 seconds east, along the south line of said West Birchwood Avenue, a distance of 16.82 feet; thence south 17 degrees, 38 minutes, 13 seconds east, a distance of 138.87 feet; thence south 01 degrees, 19 minutes, 43 seconds east, a distance of 86.68 feet to the point of beginning, in Cook County, Illinois, containing 2,787.0 square feet or 0.0640 acres, more or less,

Also,

all that part of Lot 7 in S. Roger Touhy's North Clark Street and Birchwood Avenue Subdivision of the south half of Block 10 of Murphy's Addition to Rogers Park of

part of the southeast fractional quarter of Section 30, Township 41 North, Range 14 East of the Third Principal Meridian, lying north of the Indian Boundary Line, more particularly described as follows:

beginning at the southeast corner of said Lot 7, said corner being also the point of intersection of the north line of West Birchwood Avenue with the westerly line of North Clark Street; thence north 89 degrees, 58 minutes, 46 seconds west, along said north line of West Birchwood Avenue, a distance of 15.74 feet; thence north 38 degrees, 03 minutes, 59 seconds east, a distance of 18.15 feet, to the westerly line of North Clark Street; thence south 17 degrees, 38 minutes, 13 seconds east, along said westerly line of North Clark Street, a distance of 15.00 feet to the point of beginning, in Cook County, Illinois, containing 112.5 square feet or 0.0026 acres, more or less,

as shaded and indicated by the words "To Be Dedicated" on the aforementioned drawing.

SECTION 3. The vacation herein provided for is made upon the express condition that within one hundred eighty (180) days after the passage of this ordinance, Combined Development-Howard, L.L.C., shall pay or cause to be paid to the City of Chicago as compensation for the benefits which will accrue to the owner of the property abutting said North Hermitage Avenue hereby vacated, the sum of Zero and no/100 Dollars (\$0.00), which sum in the judgment of this body will be equal to such benefits.

SECTION 4. The vacation herein provided for is made upon the express condition that within one hundred eighty (180) days after the passage of this ordinance, Combined Development-Howard, L.L.C., shall file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois, a certified copy of this ordinance, together with an attached drawing approved by the Superintendent of Maps, and a plat duly executed and acknowledged by the appropriate owner, providing for the dedication of the property described in Section 2 hereof.

SECTION 5. This ordinance shall take effect and be in force from and after its passage.

[Drawing referred to in this ordinance printed
on page 79213 of this Journal.]

VACATION OF PORTION OF PUBLIC ALLEY IN BLOCK BOUNDED BY
WEST ROOSEVELT ROAD, WEST WASHBURNE AVENUE, SOUTH
WOOD STREET AND SOUTH PAULINA STREET.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, February 4, 2002.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body Pass an ordinance for the vacation of the remaining part of the east/west 16 foot public alley in the block bounded by West Roosevelt Road, as widened, West Washburne Avenue, South Wood Street and South Paulina Street. This ordinance was referred to the Committee on January 16, 2002.

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

Respectfully submitted,

(Signed) THOMAS R. ALLEN,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Hairston, Beavers, Stroger, Beale, Pope, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 48.

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, after due investigation and consideration, has determined that the nature and extent of the public use and the public interest to be subserved is such as to warrant the vacation of part of public alley described in the following ordinance; now, therefore,

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

SECTION 1. All of the remaining east/west 16 foot public alley lying south of the south line of Lots 5 to 25, both inclusive, lying north of the north line of Lots 26 to 46, both inclusive, lying east of a line drawn from the southwest corner of Lot 25 to the northwest corner of Lot 26 and lying west of the west line of the vacated east/west 16 foot alley vacated by ordinance approved by the City Council of the City of Chicago January 10, 2001 and recorded January 30, 2001 in the Office of the Recorder of Deeds of Cook County, Illinois as Document Number 0010079583 being described in the last recorded ordinance as "a line drawn from the southwest corner of Lot 4 to the northwest corner of Lot 47" all in Block 2 in Carter H. Harrison's Subdivision of Blocks 1 and 2 in the division of Section 19, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, said part of public alley herein vacated being further described as the remaining part of the east/west 16 foot public alley in the block bounded by West Roosevelt Road, as widened, West Washburne Avenue, South Wood Street and South Paulina Street as shaded and indicated by the words "To Be Vacated" on the drawing hereto attached, which drawing for greater certainty, is hereby made a part of this ordinance, be and the same is hereby vacated and closed, inasmuch as the same is no longer required for public use and the public interest will be subserved by such vacation.

SECTION 2. The vacation herein provided for is made upon the express condition that within one hundred eighty (180) days after the passage of this ordinance, the State of Illinois Medical District Commission and the Chicago Transit Authority shall deposit in the City Treasury of the City of Chicago a sum sufficient to defray the costs of removing paving and curb returns and constructing sidewalk and curb across the entrance to that part of the public alley hereby vacated similar to the sidewalk and curb along the east side of South Wood Street between West Roosevelt Road, as widened and West Washburne Avenue. The precise amount of the sum so deposited shall be ascertained by the Commissioner of Transportation after such investigation as is requisite.

SECTION 3. The City of Chicago hereby reserves for the benefit of the Chicago Transit Authority, the east 32.10 feet, more or less, of those portions, as herein vacated, of the east/west 16 foot alley lying between the easternmost line of those portions of the said 16 foot alley not previously vacated (said easterly line being the eastern property line of the Chicago Transit Authority elevated right-of-way) and South Wood Street, as a right-of-way for underground duct lines, elevated structures, support columns, platforms, and related facilities, and for the operation, maintenance, repair, renewal or replacement of said facilities, with the right of ingress and egress in said area at all times for the above stated purposes. It is further provided that no buildings or other structures shall be erected on said right-of-way herein reserved or other use made of said area which would interfere with the operation, maintenance, repair, renewal, or replacement of said facilities. Further, the Chicago Transit Authority shall be and is hereby deemed to be the beneficiary of and be entitled to all right, title and interest of that portion of the alley herein vacated falling within the area of such east 32.10 feet, more or less, of those portions of such east/west 16 foot alley, as herein vacated, subject to any existing rights or easements not extinguished by this vacation and any easement reservations contained in this ordinance.

SECTION 4. Notwithstanding the above, the Chicago Transit Authority will be permitted to remove structural columns and concrete foundations to a depth of approximately two (2) feet in a portion of the "To Be Vacated" street located adjacent to the Chicago Transit Authority elevated right-of-way.

SECTION 5. The vacation herein provided for is made upon the express condition that within one hundred eighty (180) days after the passage of this ordinance, the State of Illinois Medical District Commission and the Chicago Transit Authority shall file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois a certified copy of this ordinance, an attached drawing approved by the Superintendent of Maps.

SECTION 6. This ordinance shall take effect and be in force from and after its passage.

[Drawing referred to in this ordinance printed
on page 79217 of this Journal.]

Ordinance associated with this drawing printed on
pages 79215 through 79216 of this Journal.

"A"

Subdivision of Section 19-39-14. Streets Opened and Block
Numbers Designated by Ordinance Passed Nov. 21, 1853
Assessment Confirmed april 17, 1854.

"B"

Ordinance for Widening of W. 12th St. from Reuben St. to
S.W. Avenue. Passed July 26, 1869. Assessment Confirmed
Sept. 20, 1869.

"C"

Carter H. Harrison's Subdivision of Blocks 1 and 2, in the Division
of Section 19-39-14.

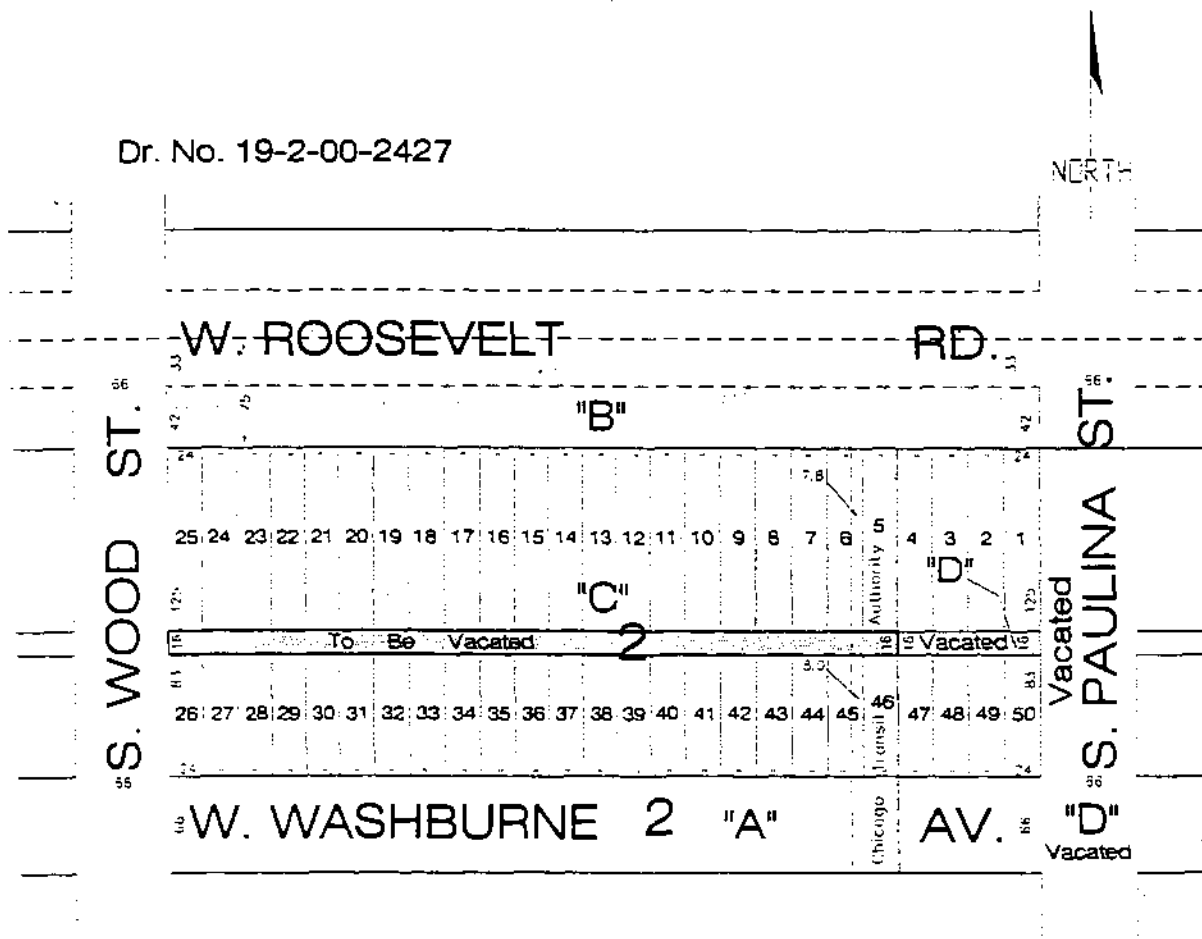
"D"

Vacated by Ordinance passed Jan. 10, 2001.

Rec. Jan. 30, 2001

Doc.# 0010079583

Dr. No. 19-2-00-2427



VACATION OF PORTION OF WEST WASHBURNE AVENUE,
BETWEEN SOUTH PAULINA STREET AND
SOUTH WOOD STREET.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, February 4, 2002.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body Pass an ordinance for the vacation of West Washburne Avenue lying between the east right-of-way line of the Chicago Transit Authority and the east line of South Wood Street. This ordinance was referred to the Committee on January 16, 2002.

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

Respectfully submitted,

(Signed) THOMAS R. ALLEN,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Hairston, Beavers, Stroger, Beale, Pope, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 48.

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, after due investigation and consideration, has determined that the nature and extent of the public use and the public interest to be subserved is such as to warrant the vacation of part of public street described in the following ordinance; now, therefore,

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

SECTION 1. All that part of West Washburne Avenue lying south of the south line of Lots 26 to 46, both inclusive, in Block 2, lying north of the north line of Lots 5 to 25, both inclusive, in Block 3, lying east of a line drawn from the southwest corner of Lot 26 in Block 2 to the northwest corner of Lot 25 in Block 3 and lying west of the west line of vacated West Washburne Avenue vacated by ordinance approved by the City Council of the City of Chicago January 10, 2000 and recorded January 30, 2001 in the Office of the Recorder of Deeds of Cook County, Illinois as Document Number 0010079583 being described in the last recorded ordinance as a "line drawn from of the southwest corner of Lot 47 in Block 2 to the northwest corner of Lot 4 in Block 3 all in Carter H. Harrison's Subdivision of Blocks 1 and 2 in the division of Section 19, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois; said part of public street herein vacated being further described as West Washburne Avenue lying between the east right-of-way line of the Chicago Transit Authority and the east line of South Wood Street as shaded and indicated by the words "To Be Vacated" on the drawing hereto attached, which drawing for greater certainty, is hereby made a part of this ordinance, be and the same are hereby vacated and closed, inasmuch as the same are no longer required for public use and the public interest will be subserved by such vacation.

SECTION 2. The vacation herein provided for is made upon the express condition that within one hundred eighty (180) days after the passage of this ordinance, the State of Illinois Medical District Commission and the Chicago Transit Authority shall deposit in the City Treasury of the City of Chicago a sum sufficient to defray the costs of removing paving and curb returns and constructing sidewalk and curb across the entrance to that part of West Washburne Avenue hereby vacated similar to the sidewalk and curb along the east side of South Wood Street. The precise amount of the sum so deposited shall be ascertained by the Commissioner of Transportation after such investigation as is requisite.

SECTION 3. The City of Chicago hereby reserves for the benefit of the Chicago Transit Authority the east (32.10) feet, more or less, of those portions, as herein vacated, of West Washburne Avenue lying between the easternmost line of those portions of the said West Washburne Avenue not previously vacated (said easterly line being the eastern property line of the Chicago Transit Authority elevated right-of-way) and South Wood Street, as a right-of-way for underground duct lines, elevated structures, support columns, platforms and related facilities, and for the operation, maintenance, repair, renewal or replacement of said facilities with the right of ingress and egress in said area at all times for the above-stated purposes.

It is further provided that no buildings or other structures shall be erected on said right-of-way herein reserved or other use made of said area which would interfere with the operation, maintenance, repair, renewal or replacement of said facilities. Further, the Chicago Transit Authority shall be and is hereby deemed to be the beneficiary of and be entitled to all right, title and interest of that portion of the street herein vacated falling within the area of such east 32.10 feet, more or less, of those portions of such West Washburne Avenue as herein vacated, subject to any existing rights or easement not extinguished by this vacation existing public and quasi public utilities and any easement reservations contained in this ordinance.

SECTION 4. Notwithstanding the above, the Chicago Transit Authority will be permitted to remove structural columns and concrete foundations to a depth of approximately two (2) feet in a portion of the "To Be Vacated" street located adjacent to the Chicago Transit Authority elevated right-of-way.

SECTION 5. The City of Chicago hereby reserves for the benefit of The Peoples Gas Light and Coke Company ("Peoples Gas") an easement to operate, maintain, repair, renew and replace existing underground facilities and to construct new facilities in all of the "To Be Vacated" street with the right of ingress and egress at all times for any and all such purposes. It is further provided that other than as provided below, no buildings or other structures shall be erected on said easement herein reserved for The Peoples Gas Light and Coke Company or other use made of the said area which would interfere with the construction, operation, maintenance, repair, removal or replacement of said facilities, or the construction of additional facilities. The areas of the "To Be Vacated" street may be utilized for private access drives and a related parking lot with landscaping, lighting, pavement, fencing and gates. Peoples Gas shall restore any part of the "To Be Vacated" street disturbed or damaged by the maintenance, repair, removal or replacement of the Peoples Gas facilities.

SECTION 6. The vacation herein provided for is made upon the express condition that within one hundred eighty (180) days after the passage of this ordinance, the State of Illinois Medical District Commission and the Chicago Transit Authority shall file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois, a certified copy of this ordinance, together with an attached drawing approved by the Superintendent of Maps.

SECTION 7. This ordinance shall take effect and be in force from and after its passage.

[Drawing referred to in this ordinance printed
on page 79221 of this Journal.]

Ordinance associated with this drawing printed on
pages 79219 through 79220 of this Journal.

Subdivision of Section 19-39-14. Streets opened and Block Numbers
Designated by Ordinance passed Nov. 21, 1853 Assessment Confirmed
April 17, 1854.

"B"

Carter H. Harrison's Subdivision of Blocks 1 and 2 in the Division of
Section 19-39-14.

"C"

Ordinance for Widening of W. 12th St. from Reuben St. to S.W. Avenue.
Passed July 26, 1869. Assessment Confirmed Sept. 20, 1869.

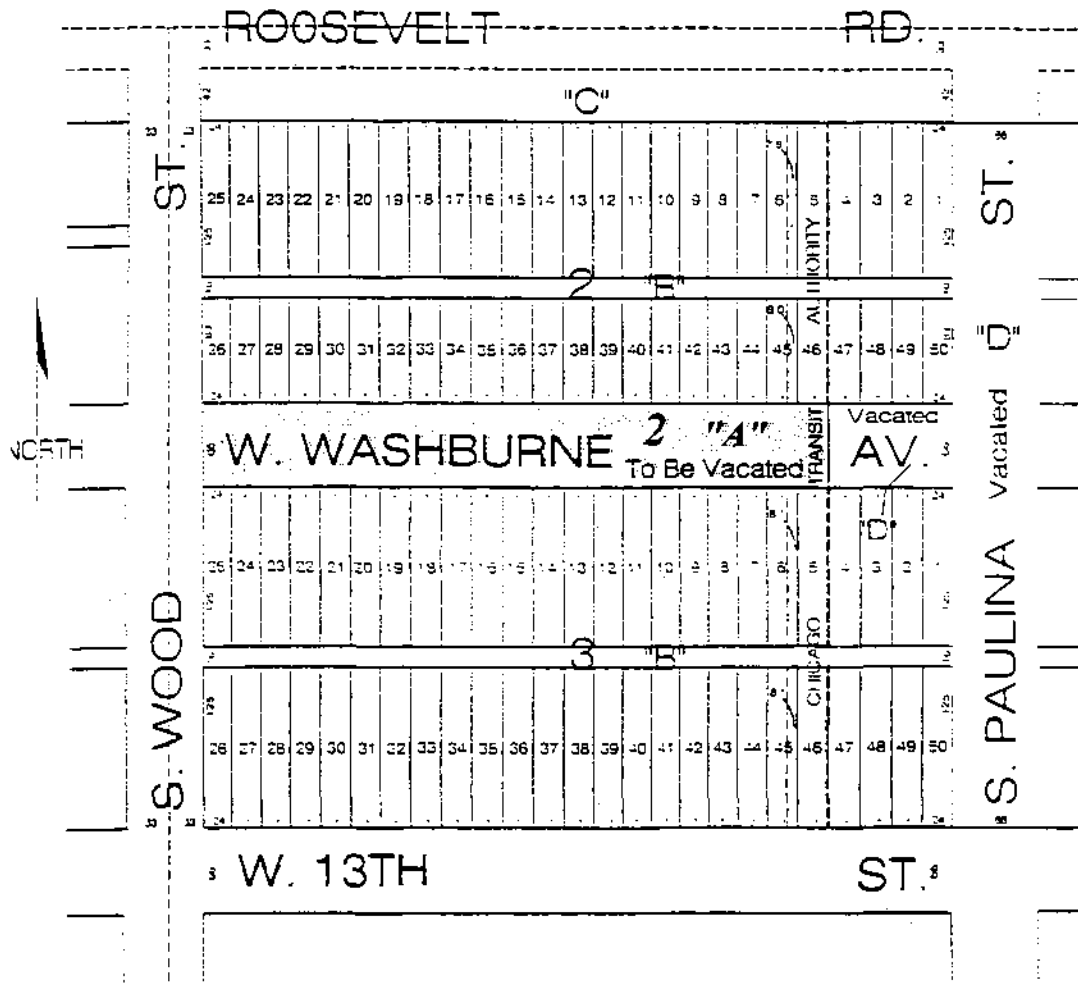
"D"

Vacated by Ordinance Passed Jan. 10, 2001.

Rec. Jan. 30, 2001

Dcc. # 0010079523

Dr. No. 19-2-01-2511



AUTHORIZATION TO CLOSE TO VEHICULAR TRAFFIC PORTIONS
OF VARIOUS STREETS FOR BENEFIT OF
PAUL CUFFE ELEMENTARY SCHOOL.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, February 4, 2002.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body *Pass* an ordinance authorizing and directing the Commissioner of Transportation to close to vehicular traffic the north right-of-way line of West 84th Street, the south right-of-way line of West 84th Street, South Racine Avenue and the north/south alley next west of and parallel to South Racine Avenue. This ordinance was referred to the Committee on January 16, 2002.

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

Respectfully submitted,

(Signed) THOMAS R. ALLEN,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Hairston, Beavers, Stroger, Beale, Pope, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 48.

Nays -- None.

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

The following is said ordinance, as passed:

WHEREAS, It is desirous to create an open space, and that open space shall be used by the children in the new Paul Cuffe Elementary School which benefits the community; now, therefore,

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 close to vehicular traffic a street segment as described below:

the north right-of-way line of West 84th Street; the south right-of-way line of West 84th Street; South Racine Avenue; and the north/south alley next west of and parallel to South Racine Avenue.

SECTION 2. This ordinance shall take effect upon its passage and due publication.

AUTHORIZATION FOR OPENING OF NORTH/SOUTH PUBLIC
ALLEY IN AREA BOUNDED BY WEST ADAMS STREET,
WEST QUINCY STREET, JOHN F. KENNEDY
EXPRESSWAY AND NORTH
DESPAINES STREET.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, February 4, 2002.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body Pass an ordinance authorizing and directing the Commissioner of Transportation to open the north/south 16 foot public alley described as the east 16.0 feet of Lot 4 in subdivision of Block 22. This ordinance was referred to the Committee on January 16, 2002.

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

Respectfully submitted,

(Signed) THOMAS R. ALLEN,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Hairston, Beavers, Stroger, Beale, Pope, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 48.

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 Superintendent of Maps, Ex Officio Examiner of Subdivisions, is hereby authorized and directed to approve a proposed opening of a north/south 16 foot public alley described as the east 16.0 feet of Lot 4 in subdivision of Block 22 of School Section Addition to Chicago of Section 16, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois as shown on the attached plat, when the necessary certificates are shown on said plat for the City of Chicago, Department of General Services (File Number 16-42-01-2585).

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

[Drawing referred to in this ordinance omitted for printing purposes but on file and available for public inspection in the Office of the City Clerk.]

REPEAL OF ORDER WHICH AUTHORIZED INSTALLATION OF
TRAFFIC CIRCLE AT NORTH LOCKWOOD AVENUE
AND WEST LE MOYNE STREET.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, February 4, 2002.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body *Pass* an ordinance to amend an ordinance passed by the City Council of the City of Chicago on November 28, 2001 for a traffic circle by striking therefrom the following language: "the 1400 -- 1500 blocks of North Lockwood Avenue and the 5200 -- 5300 block of West Le Moyne Street". This ordinance was referred to the committee on January 16, 2002.

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

Respectfully submitted,

(Signed) THOMAS R. ALLEN,
Chairman.

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

Yeas -- Aldermen: Tranter, Haithcock, Tillman, Preckwinkle, Hairston, Beavers, Stroger, Beale, Pope, Butler, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Ruger, Trotter, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Cantrells, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Mitts, Allen, Lamm, Connor, Doherty, Natarus, Daley, Hansen, Levar, Shiller, Schalter, M. Smith. Yeas -- 48.

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 an ordinance heretofore passed by the City Council establishing traffic circles in designated areas be and the same is hereby amended by striking therefrom, the following:

"North Lockwood Avenue and West Le Moyne Street, in the 1400 -- 1500 blocks and the 5200 -- 5300 of West Le Moyne Street".

SECTION 2. This ordinance shall take effect and be in force upon its passage and publication.

AUTHORIZATION FOR EXEMPTION OF SUNDRY APPLICANTS FROM
PHYSICAL BARRIER REQUIREMENT PERTAINING TO
ALLEY ACCESSIBILITY FOR PARKING FACILITIES
AT SPECIFIED LOCATIONS.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, February 4, 2002.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to recommend that Your Honorable Body Pass the proposed ordinances authorizing and directing the Commissioner of Transportation to exempt sundry applicants from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to parking facilities at various locations. These ordinances were referred to the Committee on January 16, 2002.

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

Respectfully submitted,

(Signed) THOMAS R. ALLEN,
Chairman.

On motion of Alderman Allen, the said proposed ordinances transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Hairston, Beavers, Stroger, Beale, Pope, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Hansen, Levar, Shiller, Schuler, M. Smith, Moore -- 48.

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):

Alexander Developments, Inc.

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Director of Revenue is hereby authorized and directed to exempt Alexander Development, Inc. of 823 West Superior Street from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for 18 and 22 East Cullerton Street.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

American Lube Plus.

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Director of Revenue is hereby authorized and directed to exempt American Lube Plus of 3455 -- 3457 North Western Avenue from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for 3455 -- 3457 North Western Avenue.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication

Auburn Commons.

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Director of Revenue is hereby authorized and directed to exempt Auburn Commons, located at 1626 West 87th Street, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for 1626 West 87th Street.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication

Austin Car Credit, Inc./Mr. Habibolah Soltani.

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Director of Revenue is hereby authorized and directed to exempt Austin Car Credit, Inc./Mr. Habibolah Soltani of 5941 -- 5945 West North Avenue from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress

to parking facilities for 5941 -- 5945 West North Avenue.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

Bachmann Halsted Medical Building.

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of the City of Chicago, the Director of Revenue and the Commissioner of Transportation are hereby authorized and directed to exempt Bachmann Halsted Medical Building of 3247 North Halsted Street from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities at 3247 North Halsted Street.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

*The Bakery, Cracker, Pie And Yeast Wagon Drivers
Local 734 Pension Fund/Mr. Tom Boehm.*

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Director of Revenue is hereby authorized and directed to exempt The Bakery, Cracker, Pie and Yeast Wagon Drivers Local 734 Pension Fund/Mr. Tom Boehm, 6643 North Northwest Highway, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for 6643 North Northwest Highway.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

Chicago Board Of Education/Smyser School.

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Director of Revenue is hereby authorized and directed to exempt the Chicago Board of Education/Smyser School from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to parking facilities for 4310 North Melvina Avenue.

SECTION 2. This ordinance shall be in full force from and after its passage and publication.

Chicago Housing Authority Senior Buildings.

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Director of Revenue is hereby authorized and directed to exempt Chicago Housing Authority Senior Buildings of 9141 -- 9177 South Chicago Avenue from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for 9141 -- 9177 South Chicago Avenue.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

Chipper Day Care.

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Director of Revenue is hereby authorized and directed to exempt Chipper Day Care, located at 8229 South Kedzie Avenue, from the provisions requiring barriers

as a prerequisite to prohibit alley ingress and egress to parking facilities for 8229 South Kedzie Avenue.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

Creative Designs.

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Director of Revenue is hereby authorized and directed to exempt Creative Designs of 5856 North Broadway from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress for remodeling at 6235 -- 6243 North Western Avenue.

SECTION 2. This ordinance shall be in full force and effect from and after its passage and publication.

Deva.

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Director of Revenue is hereby authorized and directed to exempt Deva of 823 West Superior Street from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for 2734 -- 2736 North Wolcott Avenue.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

EMH Construction & Development, Inc.

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Director of Revenue is hereby authorized and directed to exempt EMH Construction & Development, Inc. at 6640 South Kimbark Avenue from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for 6640 South Kimbark Avenue.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

Erica's Auto Sales, Inc.

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Commissioner of Transportation is hereby authorized and directed to exempt Erica's Auto Sales, Inc. from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for 6751 South Western Avenue.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

Frank's Auto Repair.

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Director of Revenue is hereby authorized and directed to exempt Frank's Auto Repair of 2271 North Clybourn Avenue from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for 2271 North

Clybourn Avenue.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

Gap, Inc.

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Director of Revenue is hereby authorized and directed to exempt Gap, Inc. of 913 -- 949 West North Avenue from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for 913 -- 949 West North Avenue.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

Immaculate Conception Catholic Church.

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Director of Revenue is hereby authorized and directed to exempt Immaculate Conception Catholic Church of 1431 North North Park Avenue from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for 1431 North North Park Avenue.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

Interfaith Housing Development Corp.

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Commissioner of Transportation is hereby authorized and directed to exempt Interfaith Housing Development Corp. of 810 -- 824 South Independence Boulevard from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for 810 -- 824 South Independence Boulevard.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

Ivy Condominiums/Mr. Larry Ligas.

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Director of Revenue is hereby authorized and directed to exempt Ivy Condominiums/Larry Ligas of 3111 -- 3135 West Fullerton Avenue from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for 3111 -- 3135 West Fullerton Avenue.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

J. J. Hair Salon.

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Director of Revenue is hereby authorized and directed to exempt J. J. Hair Salon at 1959 East 73rd Street from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for 1959 East 73rd Street.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

Kabri Auto, Inc.

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Director of Revenue is hereby authorized and directed to exempt Kabri Auto, Inc. of 3333 North Karlov Avenue from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for 3333 North Karlov Avenue.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and due publication.

LA Motors, Inc.

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Director of Revenue is hereby authorized and directed to exempt LA Motors, Inc. of 4036 North Tripp Avenue from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to parking facilities for 4036 North Tripp Avenue.

SECTION 2. This ordinance shall be in full force and take effect from and after its passage and publication.

Jeremy Lanigan's Irish Pub/Richie's Restaurant.

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Director of Revenue is hereby authorized and directed to exempt Jeremy Lanigan's Irish Pub/Richie's Restaurant of 3119 West 111th Street from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

Lucero Rivera & Associates/E. T. Auto Sales.

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Director of Revenue is hereby authorized and directed to exempt Lucero Rivera & Associates/E. T. Auto Sales of 4201 South Kedzie Avenue from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for 4201 South Kedzie Avenue.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

McDonald's Corporation.

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Director of Revenue is hereby authorized and directed to exempt McDonald's Corporation, located at 4320 Winfield Road, Warrenville, Illinois, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to

parking facilities for 10 East Chicago Avenue.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

Mr. Steward Miller.

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Director of Revenue is hereby authorized and directed to exempt Steward Miller from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for 1133 North Wood Street.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

Penson Temple Church Of God In Christ.

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Director of Revenue is hereby authorized and directed to exempt Penson Temple Church of God in Christ of 8606 South Summit Avenue from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for 8606 South Summit Avenue.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

Mr. Stanley Peters.

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Director of Revenue is hereby authorized and directed to exempt Stanley Peters of 1558 North Elston Avenue from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for 1543 North Elston Avenue.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

Ms. Hilary Pisor.

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Director of Revenue is hereby authorized and directed to exempt Hilary Pisor of 1941 West Dickens Avenue from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for 1941 West Dickens Avenue.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

Mr. James Prybylo.

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Director of Revenue is hereby authorized and directed to exempt James Prybylo of 1937 -- 1939 North Sawyer Avenue from the provisions requiring barriers as a

prerequisite to prohibit alley ingress and egress to parking facilities for 1937 -- 1939 North Sawyer Avenue.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

Puerto Rican Cultural Center.

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Director of Revenue is hereby authorized and directed to exempt the Puerto Rican Cultural Center of 2739 -- 2741 West Division Street from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for 2755 West Haddon Avenue.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

Purrfect Hand Car Wash & Auto Sales/Mr. Nick Singh.

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Director of Revenue is hereby authorized and directed to exempt Purrfect Hand Car Wash & Auto Sales, Nick Singh from the provisions requiring barriers as a prerequisite to prohibit alley ingress to parking facilities for 3929 North Central Park Avenue.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

R. H. Developers.
(1151 North Damen Avenue)

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Director of Revenue is hereby authorized and directed to exempt R. H. Developers of 952 North Wood Street from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for 1151 North Damen Avenue.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

R. H. Developers.
(1959 West Division Street)

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Director of Revenue is hereby authorized and directed to exempt R. H. Developers of 952 North Wood Street from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for 1959 West Division Street.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

Mr. Dimas Rodriguez.

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Director of Revenue is hereby authorized and directed to exempt Mr. Dimas Rodriguez from the provisions requiring barriers as a prerequisite to prohibit alley

ingress and egress to parking facilities for 1137 North Wood Street.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

Salvation Army/Captain Ruth Wilkerson.

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

SECTION 1. Pursuant to the Municipal Code 10-20-430 (Prior Code Section 33-19.1), the Commissioner of the Department of Transportation is hereby authorized and directed to exempt Captain Ruth Wilkerson, representative of The Salvation Army, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to parking facilities for 1025 West Sunnyside Avenue.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

Mike Smit Produce Company, Inc./Mr. Mike Smit.

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Commissioner of Transportation is hereby authorized and directed to exempt Mike Smit, owner of Mike Smit Produce Company, Inc. from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for 5115 South Millard Avenue.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

Thrush Shakespeare Court Inc.
(4634 South Greenwood Avenue Units 1-2)

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Director of Revenue is hereby authorized and directed to exempt Thrush Shakespeare Court, Inc. of 357 West Chicago Avenue from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for 4634 South Greenwood Avenue (Units Number 1-2).

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

Thrush Shakespeare Court, Inc.
(4634 South Greenwood Avenue/Units 3 -- 4)

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Director of Revenue is hereby authorized and directed to exempt Thrush Shakespeare Court, Inc. of 357 West Chicago Avenue from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for 4634 South Greenwood Avenue, Units 3 -- 4.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

Thrush Shakespeare Court, Inc.
(4634 South Greenwood Avenue/Units 5 -- 6)

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago,

the Director of Revenue is hereby authorized and directed to exempt Thrush Shakespeare Court, Inc. of 357 West Chicago Avenue from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for 4634 South Greenwood Avenue, Units 5 -- 6.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

Thrush Shakespeare Court, Inc.
(1033 East 46th Street)

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Director of Revenue is hereby authorized and directed to exempt Thrush Shakespeare Court, Inc. of 357 West Chicago Avenue from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for 1033 East 46th Street, Units 101 -- 606.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

Tino Torres/Selestino Bernave/Auto Repair.

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Director of Revenue is hereby authorized and directed to exempt Tino Torres/Selestino Bernave/Auto Repair of 5824 West Grand Avenue from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for 5824 West Grand Avenue.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

Why Not Iron/Mr. Sean Kelly.

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Commissioner of Transportation is hereby authorized and directed to exempt Why Not Iron/Sean Kelly of 1248 -- 1250 North Central Park Avenue from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for 1248 -- 1250 North Central Park Avenue.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

212 East, L.L.C.

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Director of Revenue is hereby authorized and directed to exempt 212 East L.L.C., located at 1530 South State Street, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to parking facilities for 1933 South Indiana Avenue.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

AUTHORIZATION FOR DONATION OF USED
REFUSE COLLECTION TRUCK TO CITY
OF LAGOS, NIGERIA.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, February 4, 2002.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body Pass an ordinance that the Commissioner of Fleet Management and the Purchasing Agent are hereby authorized to donate one used refuse collection truck which could no longer be used in the City of Chicago to the City of Lagos, Nigeria, free and clear of any liens and encumbrances. This ordinance was referred to the Committee on January 16, 2002.

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

Respectfully submitted,

(Signed) THOMAS R. ALLEN,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Hairston, Beavers, Stroger, Beale, Pope, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 48.

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 Fleet Management and the Purchasing Agent are hereby authorized to donate one (1) used refuse collection truck which could no longer be used in the City of Chicago to the City of Lagos, Nigeria, free and

clear of any liens and encumbrances. The City conveys said vehicle in an "as is" condition without any warranty either expressed or implied and expressly excludes any warranty of merchantability and fitness for a particular purpose.

SECTION 2. That the Commissioner of Fleet Management and the Purchasing Agent are hereby authorized to enter into and execute such other documents as may be necessary and proper to implement this donation.

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

AUTHORIZATION FOR STANDARDIZATION OF PORTION OF NORTH
FRANKLIN STREET AS "ROBERT HENRY ADAMS PLACE".

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, February 4, 2002.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body Pass an ordinance authorizing and directing the Commissioner of Transportation to take the actions necessary to honorarily designate North Franklin Street, between West Huron Street and West Superior Street, as "Robert Henry Adams Place". This ordinance was referred to the Committee on January 16, 2002.

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

Respectfully submitted,

(Signed) THOMAS R. ALLEN,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Hairston, Beavers, Stroger, Beale, Pope, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 48.

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 an ordinance passed by the City Council of the City of Chicago on the third (3rd) day of December, 1984, printed on page 11460 of the *Journal of the Proceedings of the City Council* of said date, which authorizes the erection of honorary street-name signs, the Commissioner of Transportation shall take the necessary action for the standardization of North Franklin Street, between West Huron Street and West Superior Street, as "Robert Henry Adams Place".

SECTION 2. This ordinance shall be in full force and effect from and after passage and publication.

AUTHORIZATION FOR STANDARDIZATION OF NORTHEAST CORNER
OF WEST ROSEMONT AVENUE AND NORTH CALIFORNIA
AVENUE AS "NER TAMID CONGREGATION".

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, February 4, 2002.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body Pass an ordinance authorizing and directing the Commissioner of Transportation to take the actions necessary to honorarily designate the corner of West Rosemont Avenue and North California Avenue (northeast corner) as "Ner Tamid Congregation". This ordinance was referred to the Committee on January 16, 2002.

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

Respectfully submitted,

(Signed) THOMAS R. ALLEN,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Hairston, Beavers, Stroger, Beale, Pope, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 48.

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 an ordinance heretofore passed by the City Council which authorizes erection of honorary street-name signs, the Commissioner of Transportation shall take the necessary action for standardization of the corner of West Rosemont Avenue and North California Avenue (northeast corner) to be named "Ner Tamid Congregation".

SECTION 2. This ordinance shall take effect upon its passage and due publication.

AUTHORIZATION FOR STANDARDIZATION OF PORTION
OF SOUTH PULASKI ROAD AS "BROTHER
EDMUND RICE STREET".

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, February 4, 2002.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body Pass an ordinance authorizing and directing the Commissioner of Transportation to take the actions necessary to honorarily designate South Pulaski Road, from West 99th Street to West 100th Street, as "Brother Edmund Rice Street". This ordinance was referred to the Committee on January 16, 2002.

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

Respectfully submitted,

(Signed) THOMAS R. ALLEN,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Hairston, Beavers, Stroger, Beale, Pope, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Hansen, Levar, Shiller, Schuler, M. Smith, Moore -- 48.

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 an ordinance heretofore passed by the City Council which allows erection of honorary street-name signs, the Commissioner of Transportation shall take the necessary action for standardization of South Pulaski Road, from West 99th Street to West 100th Street, as "Brother Edmund Rice Street".

SECTION 2. This ordinance shall take effect upon its passage and publication.

COMMITTEE ON ZONING.

**AMENDMENT OF TITLE 17, VARIOUS SECTIONS OF MUNICIPAL
CODE OF CHICAGO, BY DEFINING AND REGULATING
"MOTOR VEHICLE REPAIR SHOP".**

The Committee on Zoning submitted the following report:

CHICAGO, February 6, 2002.

To the President and Members of the City Council:

Reporting for your Committee on Zoning, for which a meeting was held on January 29, 2002, I beg leave to recommend that Your Honorable Body pass various ordinances transmitted herewith for the purpose of reclassifying particular areas.

I beg leave to recommend the passage of nine ordinances which were corrected and amended in their amended form. They are Application Numbers A-4762, 13546, TAD-241, TAD-280, A-4766, 13400, 13198, A-4681 and 13534.

Please let the record reflect that I, William J. P. Banks, abstained from voting and recused myself on Application Numbers 13529, 13398, 13400 and TAD-280 under the provisions of Rule 14 of the City Council's Rules of Order and Procedure.

At this time, I move for passage of this ordinance.

Again, please let the record reflect that I abstain from voting on Application Numbers 13529, 13398, 13400 and TAD-280 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 substitute ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Hairston, Beavers, Stroger, Beale, Pope, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugan, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Hansen, Levar, Shiller, Schuller, M. Smith. *Yeas* -- 48.

Nays -- None

Alderman Beavers 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 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended in Section 3.2 by adding a new definition entitled "Motor Vehicle Repair Shop" as follows:

Motor Vehicle Repair Shop.

"Motor vehicle repair shop" or "repair shop" means any building, structure, premises, enclosure or other place including automobile service stations, garages

and motor vehicle service shops where the business of doing repair work on or for motor vehicles, the replacing of parts thereto, or the diagnosis of malfunctions of a motor vehicle is conducted in any shop, drive-in station or garage which inspects motor vehicles for the purpose of appraising, evaluating or estimating the extent or value of motor vehicle damage or the necessity or cost of motor vehicle repairs. A motor vehicle repair shop shall include any business, establishment or location where tires are changed or repaired, including a tire facility as defined in this section.

SECTION 2. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended in Section 8.3-4 by deleting the language in brackets and adding the language in italics, as follows:

- (16) [Garages, for] *Motor Vehicle Repair Shop*, [storage, repair and] *for the servicing of any non-commercial motor vehicle, but excluding body repair, painting and engine rebuilding.*

SECTION 3. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended in Section 8.4-7 by deleting the language in brackets and adding the language in italics, as follows:

- (4) [Garages, other than accessory, for the storage] *Motor Vehicle Repair Shop, for the repair and servicing of motor vehicles 1½ tons and under, but excluding body repair, painting and engine rebuilding, and subject to the provisions of Section 8.11. (Amend. 4-12-61, Coun. J. p. 4766)*

SECTION 4. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended in Section 9.3-1 by deleting the language in brackets and adding the language in italics, as follows:

- (14a) [Garages for storage,] *Motor Vehicle Repair Shop, for the repair and servicing of motor vehicles including body repair, painting and engine rebuilding. (Amend. 4-9-58 Coun. J. p. 7547)*

SECTION 5. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended in Section 9.3-4 by deleting the language in brackets and adding the language in italics, as follows:

- (13) *Motor Vehicle Repair Shop*, [Service shops,] *for passenger and commercial vehicles, including body repair, automobile painting and engine rebuilding.*

SECTION 6. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended in Section 9.4-3 by deleting the language in brackets and adding the language in italics, as follows:

- (6) [Garages other than accessory for the storage,] *Motor Vehicle Repair Shop, for the repair and servicing of motor vehicles 1½ tons and under, and subject to the provisions of Section 9.11. (Amend. Coun. J. 4-12-61, p. 4766)*

SECTION 7. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended in Section 10.3-1 by adding the language in italics, as follows:

Motor Vehicle Repair Shop.

SECTION 8. This ordinance shall be in effect after its passage and publication.

AMENDMENT OF TITLE 17, SECTION 5.11 OF MUNICIPAL CODE
OF CHICAGO (CHICAGO ZONING ORDINANCE) BY
FURTHER REGULATION OF WIRELESS
COMMUNICATIONS FACILITIES.

The Committee on Zoning submitted the following report:

CHICAGO, February 6, 2002.

To the President and Members of the City Council:

Reporting for your Committee on Zoning, for which a meeting was held on January 29, 2002, I beg leave to recommend that Your Honorable Body Pass various ordinances transmitted herewith for the purpose of reclassifying particular areas.

I beg leave to recommend the passage of nine ordinance which were corrected and amended in their amended form. They are Application Numbers A-4762, 13546, TAD-241, TAD-280, A-4766, 13400, 13198, A-4681 and 13534.

Please let the record reflect that I, William J. P. Banks, abstained from voting and recused myself on Application Numbers 13529, 13398, 13400 and TAD-280 under the provisions of Rule 14 of the City Council's Rules of Order and Procedure.

At this time, I move for passage of this ordinance.

Again, please let the record reflect that I abstain from voting on Application Numbers 13529, 13398, 13400, and TAD-280 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 substitute ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Hairston, Beavers, Stroger, Beale, Pope, Baber, Frías, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Hansen, Levar, Shiller, Schalter, M. Smith. Motion 47

Nays -- None.

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

Alderman Banks invoked Rule 14 of the City Council's Rules of Order and Procedure, disclosing that while he had no personal or financial interest in the ordinance, he had a familial relationship with the applicant's attorney.

The following is said ordinance as passed:

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

SECTION 1. Section 11-1 of Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by deleting the language in brackets and adding the language in italics, as follows:

Wireless Communications Facility.

5.11-1

(A) Definitions.

For purposes of this Section 5.11-1, the term "wireless communication facility" or "facility" shall include all associated equipment, as defined below, *unless the written context clearly indicates that another meaning is intended*. For purposes of this Section 5.11-1, the term "associated equipment" is to be read broadly in context. Associated equipment may include, but is not limited to: antenna, equipment shelter or platform, lighting, monopole tower, mounting hardware and supporting electrical or mechanical equipment.

* * * * *

(Subsections (B) and (C) of Section 5.11-1 are not affected by this amendment and are not shown for editorial convenience.)

(D) Residence And B1, B2 And B3 Districts -- Facilities On Buildings Or Structures.

(1) In all Residence Districts and in all B1, B2 and B3 Districts, a wireless communications facility is a permitted use only if it complies with (a) [or with], (b) or (c).

(a) *Tower-mounted Antenna.*

All of the facility's antennae [The wireless communications facility is] are mounted on an existing wireless communications facility tower.

(b) *Building or structure-mounted Antennae located between 20 feet and 40 feet above curb level.*

Each of the facility's antennae mounted on a roof that is between 20 feet and 40 feet above curb level may rise a maximum of 10 feet in height above the highest point of the building or structure. Each of the facility's wall-mounted antennae, antenna structures or antenna clusters located between 20 feet and 40 feet above curb level shall be a maximum of four feet in height and in width and shall project a maximum of 3 feet from the side of

the building or structure. Any equipment shelter or platform or other supporting electrical or mechanical equipment that is mounted on the building or structure shall be located on the roof and shall be set back a minimum of 5 feet from the outer edge of the building or structure. [The wireless communications facility is located on a building or structure of 4 or more stories, and the facility is located not lower than 20 feet above curb level, and the topmost point of the facility does not exceed 15 feet above the highest point of the building or structure.]

(c) Building or Structure-mounted Antennae located over 40 feet above curb level.

Each of the facility's antennae mounted on a roof that is over 40 feet above curb level may rise a maximum of 15 feet in height above the highest point of the building or structure. Each of the facility's wall-mounted antennae, antenna structures or antenna clusters located over 40 feet above curb level shall be a maximum of 6 feet in height and in width and shall project a maximum of 3 feet from the side of the building or structure. Any equipment shelter or platform or other supporting electrical or mechanical equipment that is mounted on the building or structure shall be located on the roof and shall be set back a minimum of 5 feet from the outer edge of the building or structure.

(2) If neither (1)(a) nor (1)(b) nor (1)(c) applies, a wireless communications facility in a Residence District or in a B1, B2 or B3 District shall be a special use.

* * * * *

(Subsections (E) through (J) of Section 5.11-1 are not affected by this amendment and are not shown for editorial convenience.)

SECTION 2. This ordinance shall be in force and effect upon passage and publication.

AMENDMENT OF TITLE 17 OF MUNICIPAL CODE OF CHICAGO
(CHICAGO ZONING ORDINANCE) BY RECLASSIFICATION
OF AREAS SHOWN ON MAP NUMBERS
1-G, 3-G AND 9-L.

The Committee on Zoning submitted the following report:

CHICAGO, February 6, 2002.

To the President and Members of the City Council:

Reporting for your Committee on Zoning, for which a meeting was held on January 29, 2002, I beg leave to recommend that Your Honorable Body *Pass* various ordinances transmitted herewith for the purpose of reclassifying the particular areas.

I beg leave to recommend the passage of nine ordinances which were corrected and amended in their amended form. They are Application Numbers A-4762, 13546, TAD-241, TAD-280, A-4766, 13400, 13198, A-4681 and 13534.

Please let the record reflect that I, William J.P. Banks, abstained from voting and recused myself on Application Numbers 13529, 13398, 13400 and TAD-280 under the provisions of Rule 14 of the City Council's Rules of Order and Procedure.

At this time, I move for passage of these ordinances.

Again, please let the record reflect that I abstain from voting on Application Numbers 13529, 13398, 13400 and TAD-280 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, Hairston, Beavers, Stroger, Beale, Pope, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Hansen, Levar, Shiller, Schuler, M. Smith, Moore -- 47.

Nays -- None.

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

Alderman Banks invoked Rule 14 of the City Council's Rules of Order and Procedure, disclosing that while he had no personal or financial interest in the ordinances, he had a familial relationship with the applicant's attorney.

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.
(As Amended)
(Application Number 13400)

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 C3-3 Commercial Manufacturing District symbols and indications as shown on Map Number 1-G in the area bounded by:

West Washington Boulevard; North Peoria Street; a line 116 feet south of and parallel to West Washington Boulevard; and North Sangamon Street,

to those of a B4-4 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-G.
(Application Number 13398)

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 3-G in the area bounded by:

West Haddon Avenue; the public alley next southwest of and parallel to North Milwaukee Avenue; the public alley next south of and parallel to West Haddon Avenue; and a line 240 feet east of and parallel to the public alley next east of and parallel to North Ashland Avenue (as measured along the south line of West Haddon 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 9-L.
(Application Number 13529)

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 symbols and indications as shown on Map Number 9-L in the area bounded by:

West Addison Street; North Long Avenue; the alley next south of and parallel to West Addison Street; and a line 70 feet west of and parallel to North Long 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.

AMENDMENT OF TITLE 17 OF MUNICIPAL CODE OF CHICAGO
(CHICAGO ZONING ORDINANCE) BY RECLASSIFICATION
OF PARTICULAR AREAS.

The Committee on Zoning submitted the following report:

CHICAGO, February 6, 2002.

To the President and Members of the City Council:

Reporting for your Committee on Zoning, for which a meeting was held on January 29, 2002, I beg leave to recommend that Your Honorable Body pass various ordinances transmitted herewith for the purpose of reclassifying particular areas.

I beg leave to recommend the passage of nine ordinances which were corrected and amended in their amended form. They are Application Numbers A-4762, 13546, TAD-241, TAD-280, A-4766, 13400, 13198, A-4681 and 13534.

Please let the record reflect that I, William J. P. Banks, abstained from voting and recused myself on Application Numbers 13529, 13398, 13400 and TAD-280 under the provisions of Rule 14 of the City Council's Rules of Order and Procedure.

At this time, I move for passage of these ordinances.

Again, please let the record reflect that I abstain from voting on Application Numbers 13529, 13398, 13400 and TAD-280 under 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, Hairston, Beavers, Stroger, Beale, Pope, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 48.

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-L.
(Application Number 13545)

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 C1-1 Restricted Commercial District symbols and indications as shown on Map Number 1-L in the area bounded by:

a line 57.34 feet north of and parallel to West Ferdinand Street; North Cicero Avenue; West Ferdinand Street; and the public alley next west of and parallel to North Cicero Avenue,

to those of a C2-2 General 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 2-H.
(As Amended)
(Application Number A-4681)*

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 2-H in the area bounded by:

West Adams Street; the alley next west of and parallel to South Parkside Avenue; a line 102 feet, 6 inches north of and parallel to West Adams Street; South Parkside Avenue; a line 253 feet north of and parallel to West Adams Street; the alley next east of and parallel to South Parkside Avenue; a line 133 feet, 6 inches north of and parallel to West Adams Street; and South Central Avenue,

to those of an R4 General Residence District which is hereby established in the area above described.

SECTION 2. That the Chicago Zoning Ordinance be amended by changing all the R4 General Residence District symbols and indications to an Institutional 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 hereof and to no others.

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

Plan of Development Statements referred to in this ordinance read as follows:

Institutional Planned Development Number ____.

Plan Of Development Statements.

1. The area delineated herein as an institutional planned development consists of approximately seventy thousand seven hundred seventy (70,770) square feet (one and sixty-two hundredths (1.62) acres) net site area which is depicted on the attached Planned Development Boundary

and Property Line Map (the "Property") and which will be owned or controlled by the Chicago Board of Education ("the Applicant"), the City of Chicago and the Public Building Commission of Chicago.

2. The Applicant shall obtain all applicable official reviews, approvals or permits which are necessary to implement this planned development. Any dedication or vacation of streets or alleys, or easements, or adjustments of rights-of-way, or consolidation or resubdivision of parcels, shall require a separate submittal on behalf of the Applicant or their successors, assignees, or grantees and approval by the City Council.
3. The requirements, obligations and conditions contained within this planned development shall be binding upon the Applicant, its successors and assigns, grantees and lessees, if different than the Applicant, the legal title holders or any ground lessors. All rights granted hereunder to the Applicant shall inure to the benefit of the Applicant's successors and assigns and, if different than the Applicant, the legal title holder or any ground lessors. Furthermore, pursuant to the requirements of Section 17-11-1 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 planned development consists of fourteen (14) statements; a Bulk Regulations and Data Table; an Existing Zoning Map; an Existing Land-Use Map; a Planned Development Boundary and Property Line Map; and a Site Landscape Plan and Building Elevations prepared by OWP&P Architects dated March 28, 2001 and revised January 18, 2002. Full size sets of the Site Landscape Plan and no other zoning controls shall apply. The planned development conforms to the intent and purpose of the Chicago Zoning Ordinance, Title 17 of the Municipal Code of Chicago, and all requirements thereof, and satisfies the established criteria for approval as a planned development.
5. The uses permitted within the area delineated herein as "Institutional Planned Development" shall be educational and recreational facilities, and offices, access, parking and related uses incidental thereto.

6. Identification and other necessary signs, including temporary construction signs, may be permitted within the area delineated herein as "Institutional Planned Development", subject to the review and approval by the Department of Planning and Development.
7. Off-street parking and off-street loading facilities shall be provided in compliance with this planned development, subject to review and approval of the Departments of Transportation and Planning and Development. A minimum of two percent (2%) of all parking spaces shall be designated for parking for the handicapped
8. Any service drives or any other means of ingress or egress, including for emergency vehicles shall be adequately designed and paved in accordance with the provisions of the Municipal Code and the regulations of the Department of Transportation in effect at the time of construction. There shall be no parking within such paved areas, or within fire lanes. 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 height of any building or any appurtenance prescribed on the Building Elevations attached thereto, the height of any improvement shall also be subject to height limitations approved by the Federal Aviation Administration.
10. The maximum permitted floor area ratio ("F.A.R.") shall be in accordance with the attached Bulk Regulations and Data Table. For purposes of F.A.R. calculations and floor area measurements, the definitions in the Chicago Zoning Ordinance shall apply.
11. Improvements of the Property, including landscaping and all entrances and exits to the parking areas, shall be designed and installed in substantial conformance with the Site/Landscape Plan, Building Elevations and the Bulk Regulations and Data Table attached hereto and made a part hereof. In addition, parkway trees and other landscaping shall be installed and maintained at all times in accordance with the Site/Landscape Plan and the parkway tree and parking lot landscaping provisions of the Chicago Zoning Ordinance and corresponding regulations and guidelines.
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."). Copies of these standards may be obtained from the Department of Planning and Development.

13. 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 in nature, 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.
14. Unless substantial new construction on the Property has commenced within six (6) years following adoption of this planned development, and unless completion is thereafter diligently pursued, then this planned development shall expire and the zoning of the Property shall automatically revert to its prior R3 General Residence District designation.
15. The Applicant acknowledges that it is in the public interest to design, construct and maintain all buildings in a manner which promotes, enables and maximizes universal access throughout the Property. Plans for all buildings and improvements on the Property shall be reviewed and approved by the Mayor's Office for People with Disabilities ("M.O.P.D.") to ensure compliance with all applicable laws and regulations related to access for persons with disabilities and to promote the highest standard of accessibility. No approvals shall be granted pursuant to Section 11.11-3(b) of the Chicago Zoning Ordinance until the Director of M.O.P.D. has approved detailed construction drawings for each building or improvement.

[Existing Zoning Map; Existing Land-Use Map; Planned Development Boundary and Property Line Adjustment Map; Site and Landscape Plan; and Building Elevations Drawings referred to in these Plan of Development Statements printed on pages 79267 through 79272 of this Journal.]

Bulk Regulations and Data Table referred to in these Plan of Development Statements reads as follows:

Institutional Planned Development.

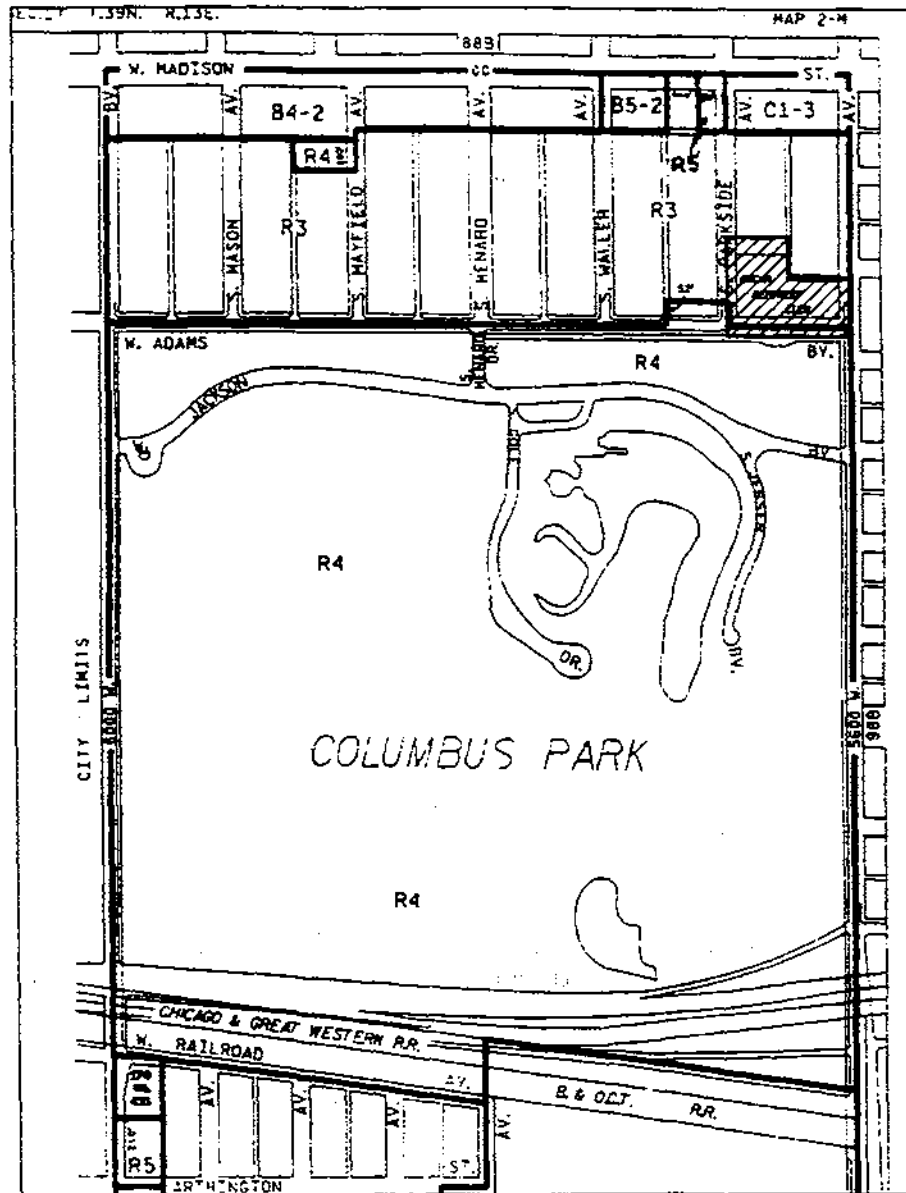
Oscar DePriest Elementary School.

Bulk Regulations And Data Table.

Gross Site Area		Public Right-Of-Way		Net Site Area
115,760 square feet (2.66 acres)	-	44,990 square feet (1.03 acres)	+	70,770 square feet (1.62 acres)
Maximum Permitted Floor Area Ratio for Net Site Area		1.3.		
Minimum Number of Off Street Parking Spaces		30.		
Minimum Number of Off Street Loading Spaces		1.		
Maximum Building Height		54 feet, 0 inches (including mechanical).		
Minimum Setbacks		Per Site Plan.		

Existing Zoning Map.

INSTITUTIONAL PLANNED DEVELOPMENT
 OSCAR DePRIEST ELEMENTARY SCHOOL
 EXISTING ZONING



PLANNED DEVELOPMENT
 BOUNDARY



APPLICANT: BOARD OF EDUCATION OF CHICAGO
 ADDRESS: 139 SOUTH PARKSIDE

REVISED: JANUARY 18, 2002
 DATE: MARCH 28, 2001

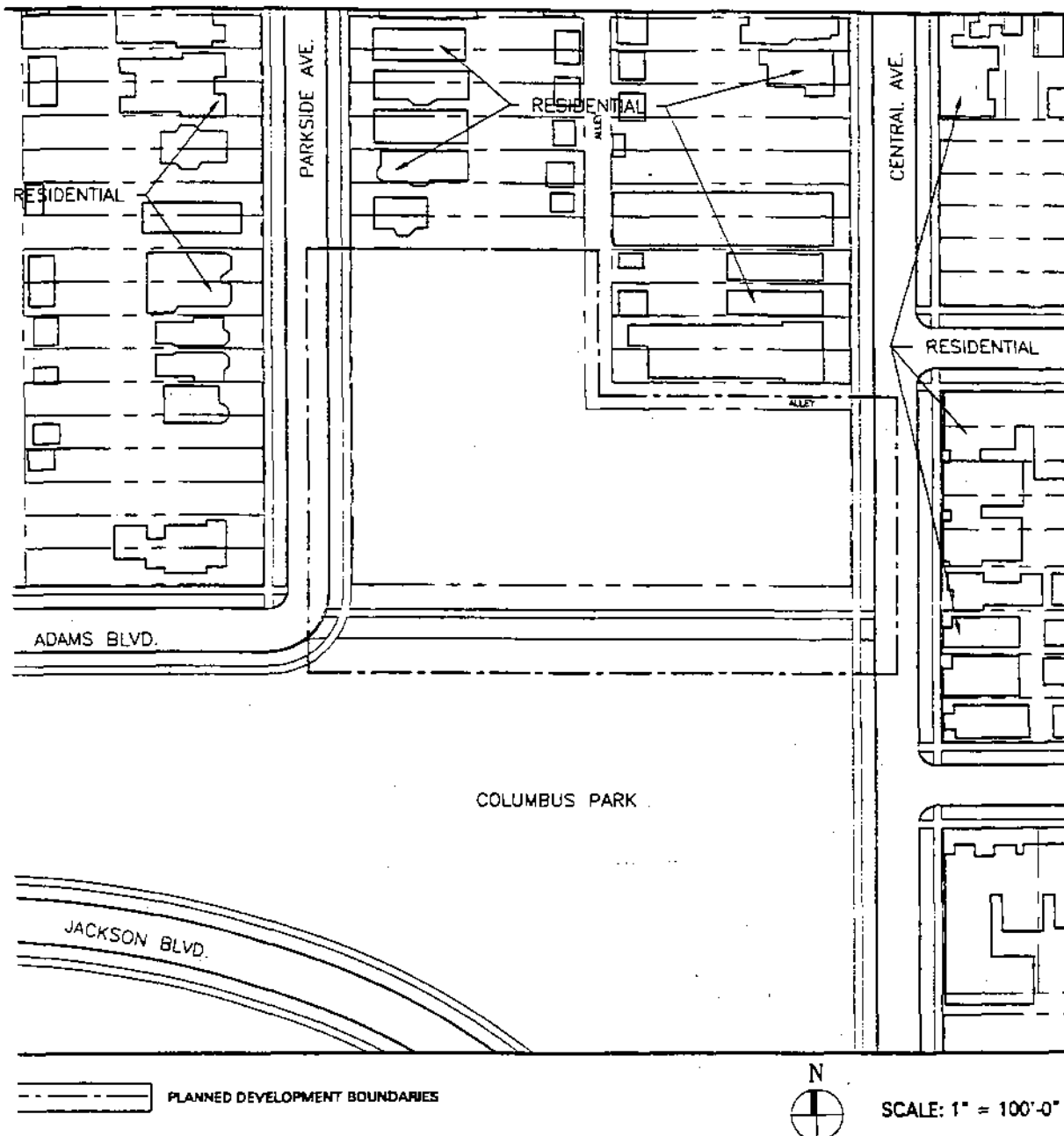
CITY OF CHICAGO
 MAYOR RICHARD M. DALEY

CHICAGO PUBLIC SCHOOLS
 CAPITAL PROGRAM
 NEW CONSTRUCTION

PREPARED BY: OWP&P ARCHITECTS

Existing Land-Use Map.

INSTITUTIONAL PLANNED DEVELOPMENT
OSCAR DePRIEST ELEMENTARY SCHOOL
EXISTING LAND USE MAP

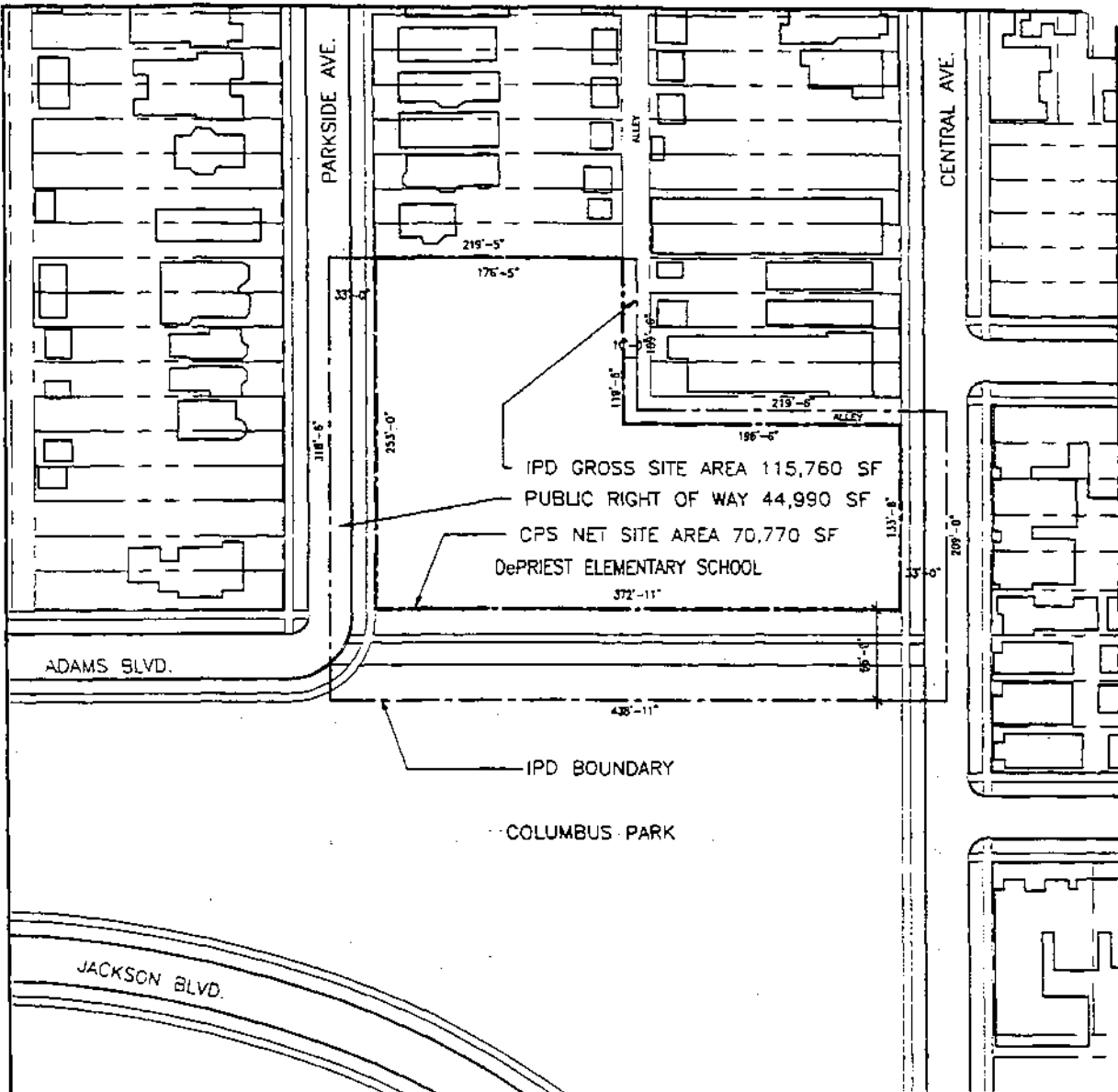


APPLICANT: BOARD OF EDUCATION OF CHICAGO
ADDRESS: 139 SOUTH PARKSIDE

REVISED: JANUARY 18, 2002
DATE: MARCH 28, 2001

Planned Development Boundary And Property Line Adjustment Map.

**INSTITUTIONAL PLANNED DEVELOPMENT
OSCAR DePRIEST ELEMENTARY SCHOOL
PLANNED DEVELOPMENT BOUNDARY & PROPERTY LINE ADJUSTMENT MAP**



PLANNED DEVELOPMENT BOUNDARIES



SCALE: 1" = 100'-0"

APPLICANT: BOARD OF EDUCATION OF CHICAGO
ADDRESS: 139 SOUTH PARKSIDE

REVISED: JANUARY 18, 2002
DATE: MARCH 28, 2001

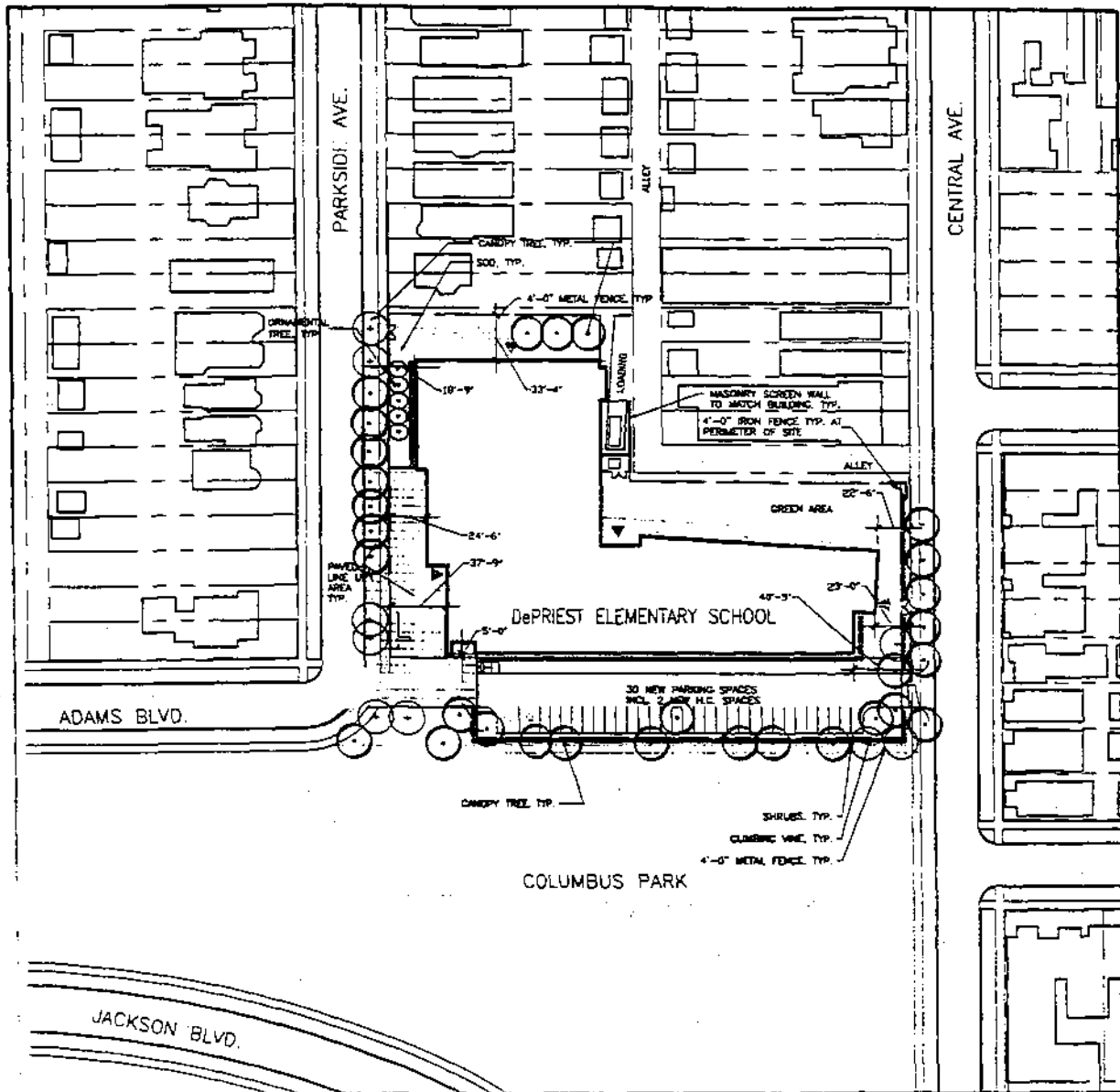
CITY OF CHICAGO
MAYOR RICHARD M. DALEY

**CHICAGO PUBLIC SCHOOLS
CAPITAL PROGRAM
NEW CONSTRUCTION**

PREPARED BY: OWP&P ARCHITECTS

Site And Landscape Plan.

INSTITUTIONAL PLANNED DEVELOPMENT
 OSCAR DePRIEST ELEMENTARY SCHOOL
 SITE & LANDSCAPE PLAN



SCALE: 1" = 100'-0"

APPLICANT: BOARD OF EDUCATION OF CHICAGO
 ADDRESS: 139 SOUTH PARKSIDE

REVISED: JANUARY 18, 2002
 DATE: MARCH 28, 2001

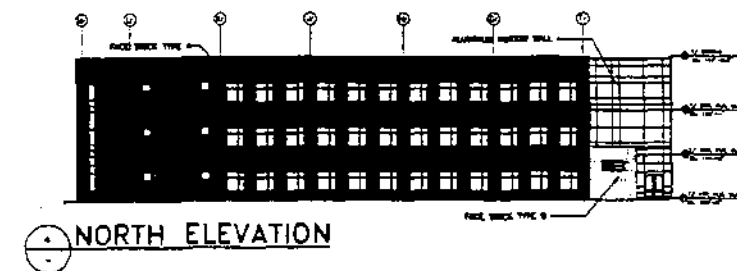
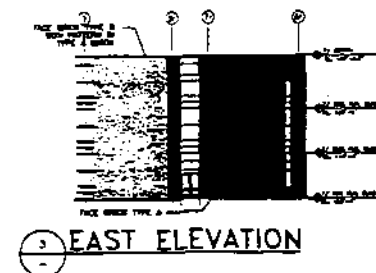
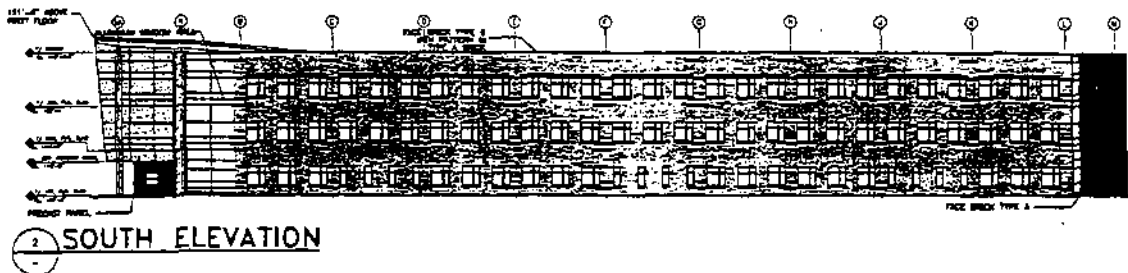
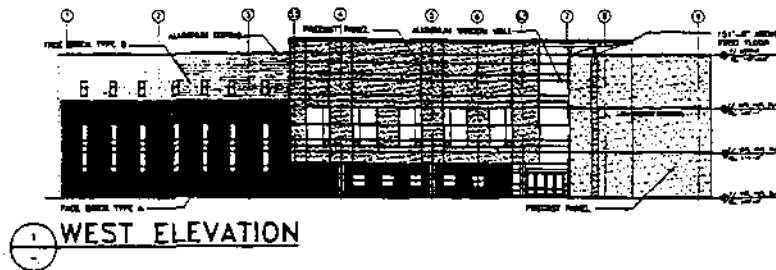
CITY OF CHICAGO
 MAYOR RICHARD M. DALEY

CHICAGO PUBLIC SCHOOLS
 CAPITAL PROGRAM
 NEW CONSTRUCTION

PREPARED BY: OWP&P ARCHITECTS

Building Elevations.
(Page 1 of 2)

INSTITUTIONAL PLANNED DEVELOPMENT
OSCAR DePRIEST ELEMENTARY SCHOOL
BUILDING ELEVATIONS



SCALE: 1" = 50'-0"

APPLICANT: BOARD OF EDUCATION OF CHICAGO
ADDRESS: 139 SOUTH PARKSIDE

REVISED: JANUARY 18, 2002
DATE: MARCH 28, 2001

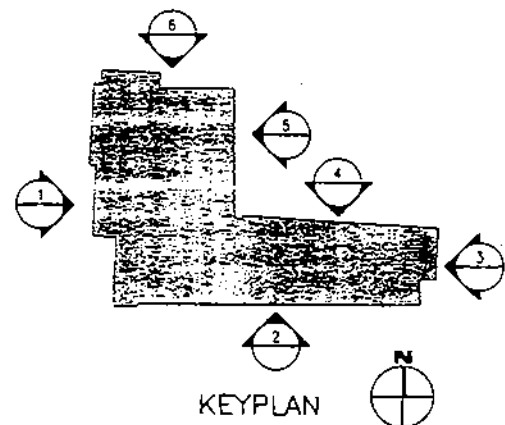
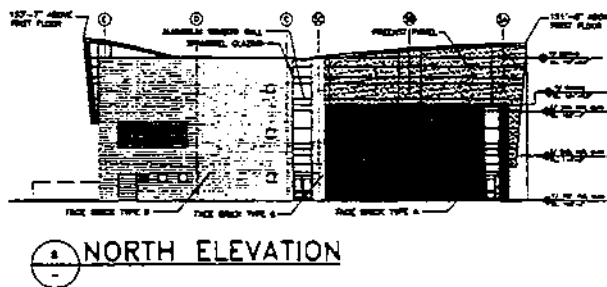
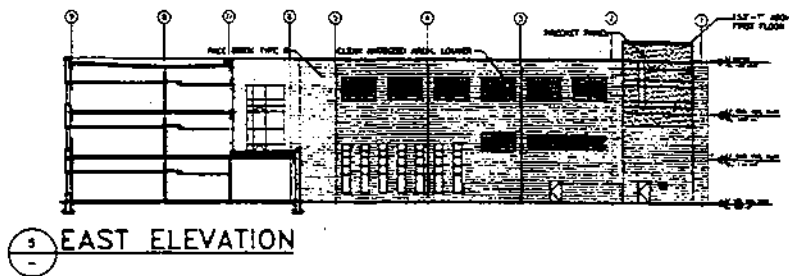
CITY OF CHICAGO
MAYOR RICHARD M. DALEY

CHICAGO PUBLIC SCHOOLS
CAPITAL PROGRAM
NEW CONSTRUCTION

PREPARED BY: OWP&P ARCHITECTS

Building Elevations.
(Page 2 of 2)

INSTITUTIONAL PLANNED DEVELOPMENT
OSCAR DePRIEST ELEMENTARY SCHOOL
BUILDING ELEVATIONS



SCALE: 1" = 50'-0"

APPLICANT: BOARD OF EDUCATION OF CHICAGO
ADDRESS: 139 SOUTH PARKSIDE

REVISED: JANUARY 18, 2002
DATE: MARCH 28, 2001

CITY OF CHICAGO
MAYOR RICHARD M. DALEY

CHICAGO PUBLIC SCHOOLS
CAPITAL PROGRAM
NEW CONSTRUCTION

PREPARED BY: OWP&P ARCHITECTS

Reclassification Of Area Shown On Map Number 3-F.

(As Amended)

(Application Number 13198)

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 C1-3 Restricted Commercial District symbols and indications as shown on Map Number 3-F in the area bounded by:

West Chestnut Street; a line 125.00 feet west of and parallel to North Wells Street; West Institute Place; and the alley next west of and parallel to North Franklin Street,

to those of a B4-4 Restricted Service District and a corresponding use district is hereby established in the area above described.

SECTION 2. In the area above described, the Chicago Zoning Ordinance is amended by changing all of the B4-4 Restricted Service District symbols to those of a Residential Planned Development and a corresponding use district is hereby established.

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 a net site area of approximately one and fifty-three hundredths (1.53) acres (sixty-six thousand seven hundred sixty-two (66,762) square feet) which is controlled by Concord Development Corporation of Illinois ("Applicant") for purposes of this residential planned development.

2. The Applicant shall obtain all applicable official reviews, approvals or permits which are necessary to implement this plan of development. Any dedication or vacation of streets or alleys or easements or adjustments of right-of-ways or consolidation or resubdivision of parcels shall require 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 applicable within this planned development shall be binding upon the Applicant, its successors and assigns and if different than the Applicant, the owners of all the property within the planned development or any homeowners association(s) formed to succeed the Applicant for purposes of control and management of any portion of the planned development, the legal title holder and any ground lessors. All rights granted hereunder to the Applicant shall inure to the benefit of the Applicant, 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 modification or change thereto (administrative, legislative or otherwise) shall be made by the Applicant, the owners of all the property within the planned development or any homeowners association(s) formed to succeed the Applicant for purposes of control and management of any portion of the planned development. No amendment may be sought without written approval by the homeowners association.
4. This plan of development consists of these fourteen (14) statements, a Bulk Regulations and Data Table; a Planned Development Boundary, Subarea and Property Line Map; an Existing Zoning and Land-Use Map; a Site Plan; First Floor Plan; Landscape Plan and Building Elevations dated January 18, 2002, prepared by Hartshorne & Plunkard, Ltd., which are all incorporated herein. Full size sets of the Site Plan, Landscape Plan, and Building Elevations are on file with the Department of Planning and Development. This plan of development is in conformity with the intent and purposes of the Chicago Zoning Ordinance (Title 17 of the Municipal Code of Chicago) and all requirements thereof and satisfies the established criteria for approval of a planned development. These and no other zoning controls shall apply to the area delineated herein.

5. The following uses shall be permitted within the areas delineated herein:

Subarea A: Publicly-accessible open space and accessory and related uses.

Subarea B: Multi-family dwelling units; accessory parking; and accessory and related uses.

6. 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 within the planned development subject to review and approval of the Department of Planning and Development.
7. Any service drives or other ingress or egress including emergency vehicle access shall be adequately designed, constructed and paved in accordance with the Municipal Code of Chicago and the regulations of the Department of Transportation in effect at the time of construction. There shall be no parking or storage of garbage receptacles 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. Off-street parking and off-street loading facilities shall be provided in compliance with this plan of development subject to review of the Departments of Transportation and Planning and Development. Each unit purchaser shall be required to purchase a minimum of one parking space.
8. In addition to the maximum height of any building or any appurtenance attached thereto, the height of any improvement shall also be subject to height limitations as approved by the Federal Aviation Administration.
9. The maximum permitted floor area ratio shall be in accordance with the attached Bulk Regulations and Data Table. For purposes of F.A.R. calculations and floor area measurements, the definition in the City of Chicago Zoning Ordinance shall apply, except that all of the area attributable to storage rooms and mechanical uses (including, fire pump room, telephone cable room, emergency transmission switch room, Com-Ed vault or electric room) on the ground floor shall not be utilized in calculating the overall floor area of the building.

10. Improvements of the property, including landscaping and all entrances and exits shall be designed and installed and maintained in substantial conformance with the Bulk Regulations and Data Table and the Site and Landscape Plan attached hereto and made a part hereof. Landscaping shall be installed and maintained at all times in accordance with the Site Plan and the Parkway Tree Provisions of the Chicago Zoning Ordinance and corresponding regulations and guidelines. The publicly-accessible open space in Subarea A shall be constructed at the time of first occupancy of the building. The publicly-accessible open space shall be open and accessible to the public during regular City of Chicago Park District hours.
11. A dog run area shall be provided in the northwest corner of the publicly-accessible open space, as depicted on the Landscape Plan. In addition, the applicant shall utilize good faith efforts to provide an interior or enclosed area for dog walking to be utilized in inclement weather during the winter months. If such an area cannot reasonably be constructed or provided, the failure to provide such interior or enclosed dog walking accommodations shall not be a basis for the Department of Planning and Development to withhold Part II approval for the construction of the development.
12. The terms, conditions and exhibits of this planned development ordinance may be modified, administratively, by the Commissioner of the Department of Planning and Development upon the written request for such 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 is consistent with the nature of the improvements contemplated in this planned development. Any such modification of the requirements of this statement by the Commissioner of the Department of Planning and Development shall be deemed to be a minor change in the planned development as contemplated by Section 11.11-3(c) of the Chicago Zoning Ordinance.
13. The Applicant acknowledges that it is in the public interest to design, construct and maintain all buildings in a manner which promotes, enables and maximizes universal access throughout the property. Plans for all buildings and improvements on the property shall be reviewed and approved by the Mayor's Office for People with Disabilities ("M.O.P.D.") to ensure compliance with all applicable laws and regulations related to access for persons with disabilities and to promote the highest standard

of accessibility. No approvals shall be granted pursuant to section 11.11-3(b) of the Chicago Zoning Ordinance until the Director of M.O.P.D. has approved detailed construction drawings for each building or improvement.

14. 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."). Copies of these standards may be obtained from the Department of Planning and Development. In addition, prior to issuance of Part II Approval, Applicant shall provide evidence to the Department of Planning of any necessary approvals from the Illinois Environmental Protection Agency.
15. Unless substantial construction of a building on Subarea B has not yet begun within the planned development within six (6) years of the date of passage of the planned development, the zoning of that property shall revert to the underlying B4-4 Restricted Service District. The six (6) year period may be extended for one (1) additional year if, before expiration, the Commissioner of the Department of Planning and Development determines that there is good cause for such an extension.

[Planned Development Boundary, Property Line and Subarea Map;
Existing Zoning and Land-Use Map; Site Plan; Landscape Plan;
First and Second Floor Plans; and Building Elevation
Drawings referred to in these Plan of Development
Statements printed on pages 79280
through 79288 of this Journal.]

Bulk Regulations 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 (Total):	105,696.7 square feet (2.43 acres)
Subarea A:	37,921.6 square feet (.87 acres)
Subarea B:	67,775.1 square feet (1.6 acres)
Net Site Area:	
Total	Gross Site Area (105,696.7 square feet) - Area in Public Streets and Alleys (38,934 square feet) = Net Site Area of 66,762.7 square feet (1.53 acres)
Subarea A	Gross Site Area (37,921.6 square feet) - Area in Public Streets and Alleys (16,002 square feet) = Net Site Area of 21,919.6 square feet (.50 acres)
Subarea B	Gross Site Area (67,775.1 square feet) - Area in Public Streets and Alleys (22,932.1 square feet) = Net Site Area of 44,843 square feet (1.03 acres)

Note: Net Site Area is net of public streets and publicly dedicated alleys.

Maximum Floor Area Ratio	Total: 5.5.
	Subarea A: 0.0.
	Subarea B: 8.2.

Maximum Number of
Residential Units:

Total: 261.

Subarea A: 0.

Subarea B: 261.

Maximum Site Coverage:

In accordance with Site Plans.

Minimum Number of Off-Street
Parking Spaces:

Total: 316.

Subarea A: 0.

Subarea B: 316 (267 regulation
parking spaces and 49
tandem parking spaces).

Note: In the event fewer units are constructed, proportionately fewer parking spaces shall also be constructed, however, the 1:1.2 ratio shall be maintained.

Minimum Number of
Loading Docks:

Subarea A: 0.

Subarea B: 2.

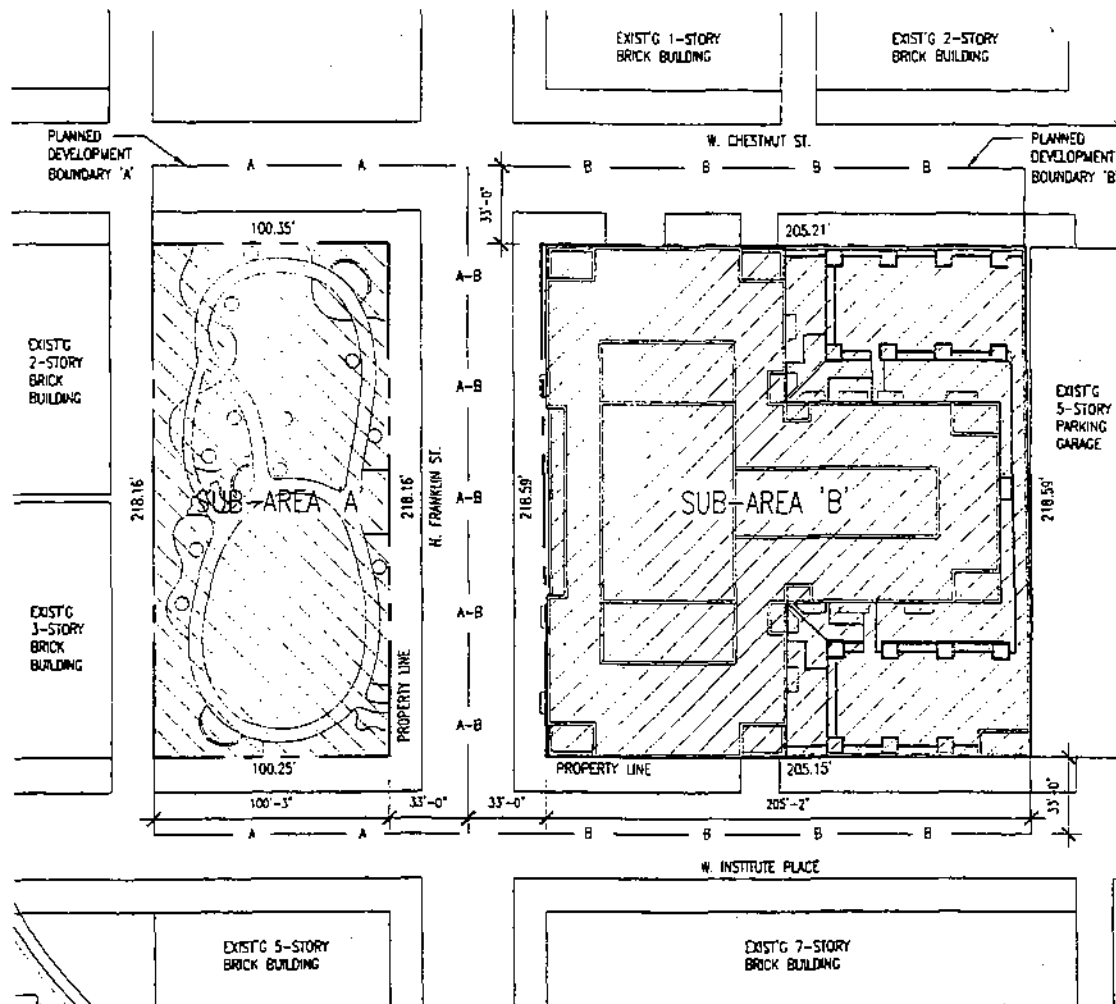
Minimum Building Setbacks and
Distance between Structures:

In accordance with attached Site Plan.

Maximum Building Heights:

See Building Elevations.

Planned Development Boundary, Property
Line And Subarea Map.



1 PLANNED DEVELOPMENT BOUNDARY, PROPERTY LINE & SUB-AREA MAP
SCALE: 1/64" = 1'-0"

CONCORD DEVELOPMENT CORPORATION OF ILLINOIS
1540 EAST DUNDEE ROAD, SUITE 250
PALATKA, IL 60067
SUBMITTED: NOVEMBER 8, 2000
REVISED: JANUARY 18, 2002

232 N. CARPENTER
CHICAGO, IL 60607
P. 312.226.4488
F. 312.226.4499
WWW.HARTSHORNE.COM
hartshorne + plunkard
architecture

PARC CHESTNUT
PARC CHESTNUT L.L.C.

849 N. FRANKLIN

CHICAGO, IL



SCALE

1/64" = 1'-0"

DATE

12.13.01

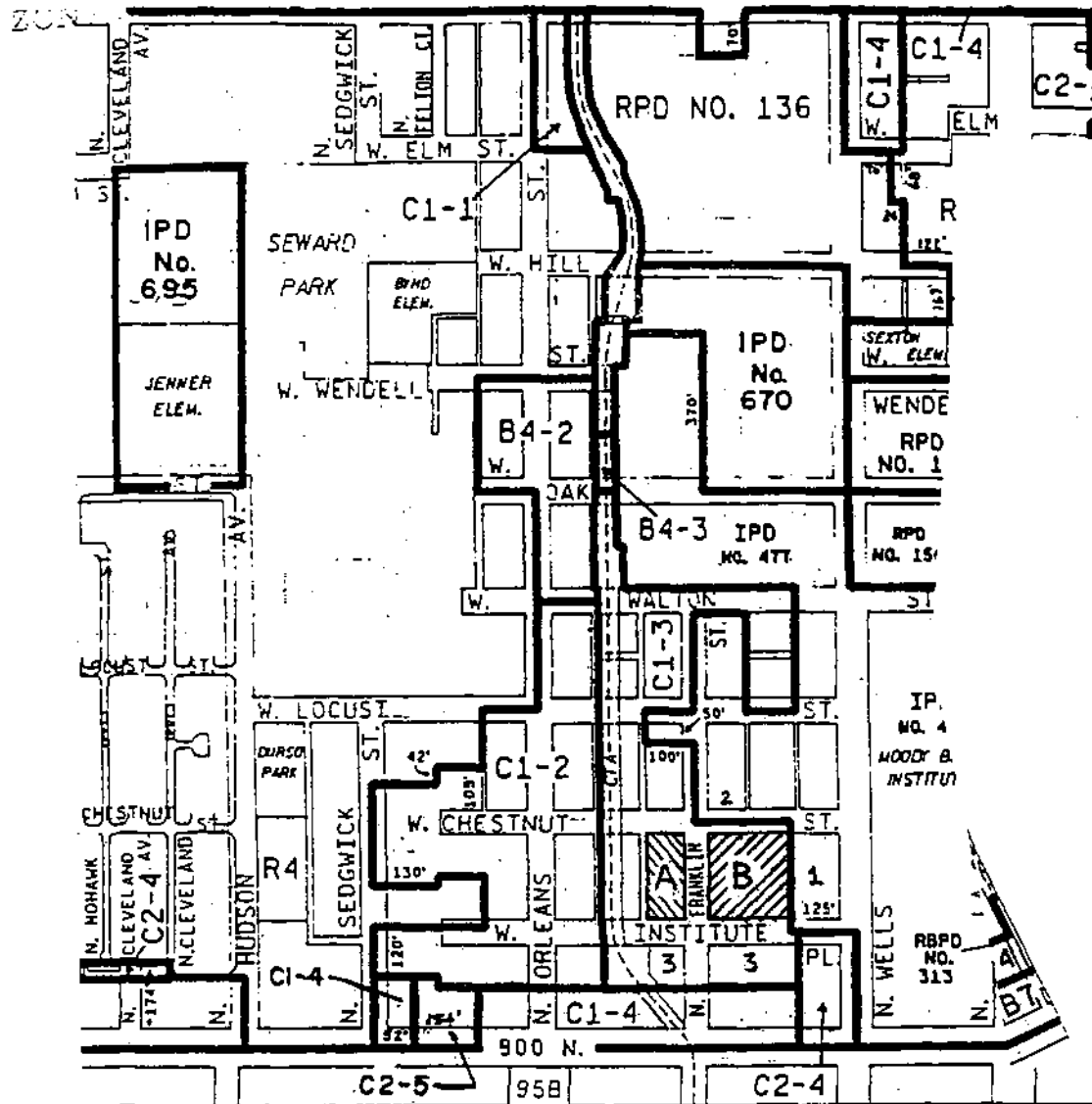
DRAWING

PLANNED DEVELOPMENT
BOUNDARY, PROPERTY LINE
& SUB-AREA MAP

SK#

1

Existing Zoning And Land-Use Map.



1 EXISTING ZONING & LAND USE MAP

SCALE: N.T.S.

CONCORD DEVELOPMENT CORPORATION OF ILLINOIS
 1540 EAST DUNDEE ROAD, SUITE 350
 PALATKA, IL 60067
 SUBMITTED: NOVEMBER 8, 2000
 REVISED: JANUARY 18, 2002

232 N. CARPENTER
 CHICAGO, IL 60607
 P. 312.226.4438
 F. 312.226.4439
 WWW.HARTSHORNE-PLUNKARD.COM
 hartshorne + plunkard
 architecture

PARC CHESTNUT
 PARC CHESTNUT L.L.C.

849 N. FRANKLIN

CHICAGO, IL



SCALE

N.T.S.

DATE

12.13.01

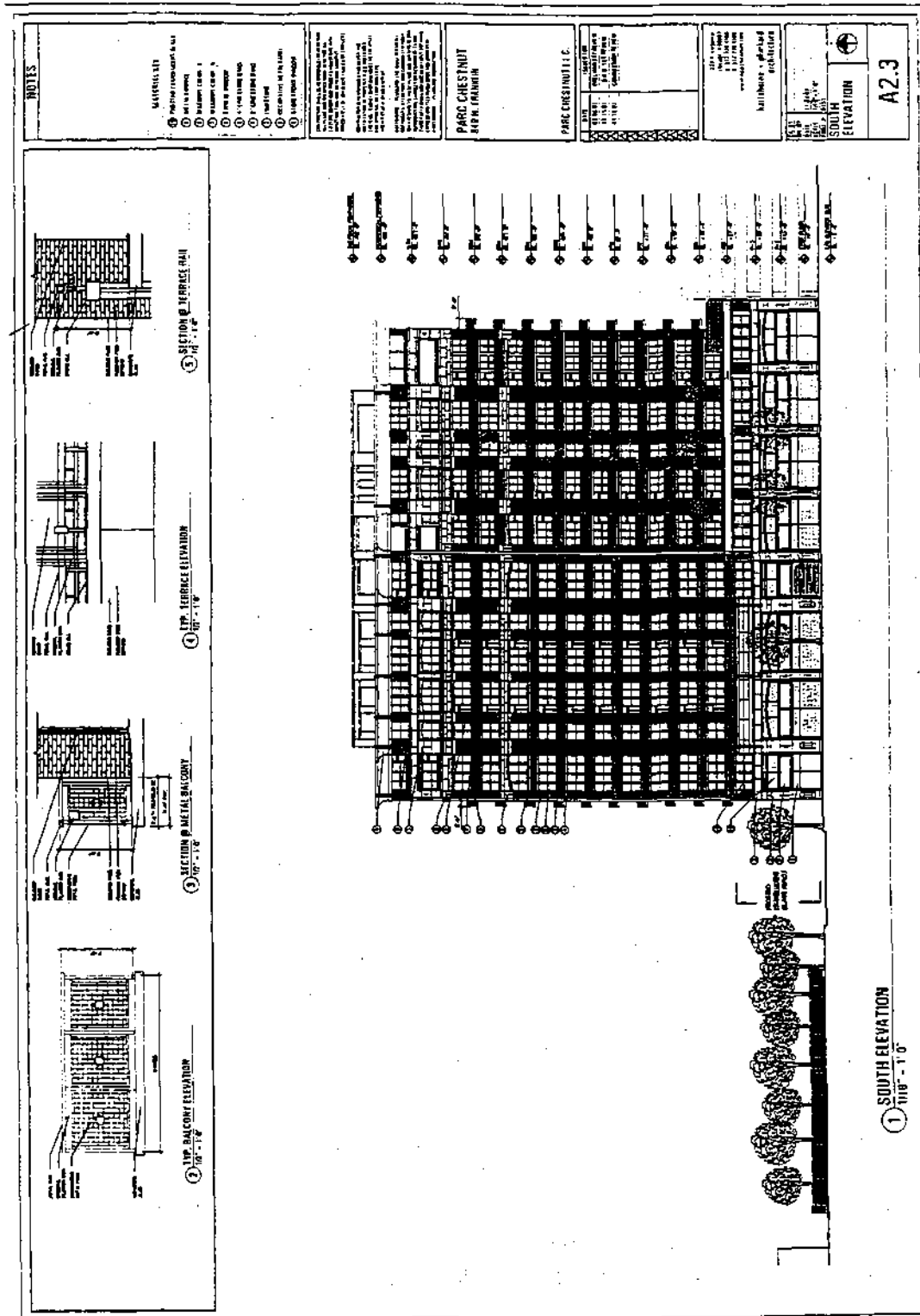
DRAWING

EXISTING ZONING & LAND
USE MAP

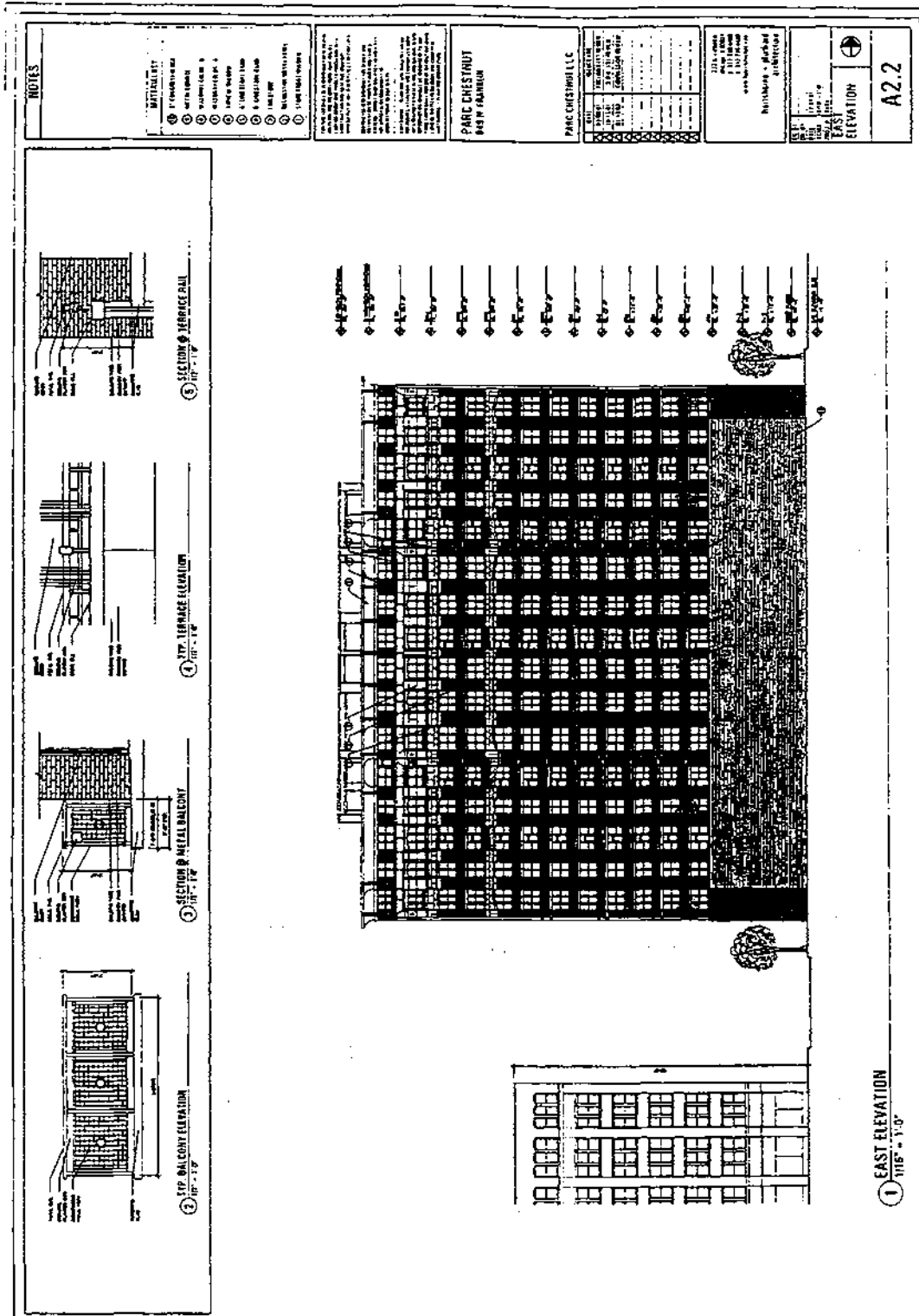
SK#

2

South Elevation.



East Elevation.



CONCORD DEVELOPMENT CORPORATION OF ILLINOIS
1540 EAST DUNDEE ROAD, SUITE 350
PALATINE, IL 60067
SUBMITTED: NOVEMBER 6, 2000
REVISED JANUARY 16, 2002

Reclassification Of Area Shown On Map Number 6-E.
(As Amended)
(Application Number A-4766)

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the current Residential Planned Development Number 150 symbols and indications as shown on Map Number 6-E in the area bounded by:

South Archer Avenue; South Princeton Avenue; West 23rd Street; and South Stewart Avenue,

to those of Residential Planned Development Number 150, as amended, which is hereby established in the area above described, subject to such use and bulk regulations as are set forth in the Plan of Development attached 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 in this ordinance read as follows:

Residential Planned Development Number 150,
As Amended.

Plan Of Development Statements.

1. The area delineated herein as Residential Planned Development Number 150, as amended (the "Planned Development"), consists of approximately two hundred thirty-two thousand two hundred thirty-eight (232,238) square feet of property that is depicted on the attached Planned Development Boundary and Property Line Map (the "Property") and is owned or controlled by the Chicago Housing Authority (the "Applicant"), which has duly authorized 25th Ward Alderman Daniel Solis to pursue this amendment.

2. The Applicant shall obtain all necessary official reviews, approvals or permits. Any dedication or vacation of streets, alleys or easements or any adjustments of rights-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 holders and any ground lessors. All rights granted hereunder to the Applicant shall inure to the benefit of the Applicant's successors and assigns (including any townhouse association which is formed) 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 the Applicant.
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 and Subarea Map; and a Site/Landscape Plan and Building Elevations all for Subarea B prepared by LandonBone Architects and dated November 15, 2001. 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:
 - Subarea A: Three (3) elevator apartment buildings (two (2), containing one hundred forty-seven (147) units of family housing, and one (1), containing one hundred forty-three (143) units of housing for elderly persons and administrative facilities) and recreational areas and facilities.
 - Subarea B: Residential multi-family and townhouse and accessory uses.

6. Business identification signs shall be permitted on the ground floor only within the Planned Development subject to the review and approval of the Department of Planning and Development. Temporary signs such as construction and marketing signs also shall be permitted subject to the review and approval of the Department of Planning and Development. No advertising signs shall be permitted within the Planned Development.
7. Off-street parking and loading facilities shall be provided in accordance with the provisions of this Planned Development subject to the review and approval of the Departments of Transportation and Planning and Development. Any service drive or other ingress or egress shall be adequately designed and paved, in accordance with the regulations of the Department of Transportation in effect at the time of construction and in compliance with the Municipal Code of the City of Chicago, to provide ingress and egress for motor vehicles, including emergency vehicles. There shall be no parking within such paved areas. Ingress and egress shall be subject to the review and approval of the Departments of Transportation and Planning and Development. Notwithstanding the provisions of Section 10-20-435 of the Municipal Code of Chicago.
8. In addition to the maximum heights of the buildings and any appurtenance attached thereto prescribed in this Planned Development, the height of any improvements shall also be subject to height limitations as approved by the Federal Aviation Administration.
9. The improvements on the Property shall be designed, constructed and maintained in substantial conformance with this Planned Development. Trash cans shall be stored in the garage except on designated trash pick-up days. Landscaping shall be installed in accordance with the Landscape Plan and maintained in accordance with the parkway tree planting provisions of the Chicago Zoning Ordinance.
10. The terms, conditions and exhibits of this Planned Development may be modified administratively by the Commissioner of the Department of Planning and Development upon the request of the Applicant and after a determination by the Commissioner that such a modification is minor, appropriate and consistent with the nature of the development of the Property contemplated herein and will not result in increasing the maximum floor area ratio for the total net site area or the maximum number of units for the total net site area established in this Planned Development. Any such modification shall be deemed a minor change in the Planned Development as contemplated by Section 11.11-3(c) of the Chicago Zoning Ordinance.

11. 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.").
12. Unless substantial construction of the improvements contemplated by this Planned Development for Subarea B of the Property has commenced within six (6) years of the effective date hereof and unless the completion of those improvements is thereafter diligently pursued, then this Planned Development shall expire and the zoning of the Property shall automatically revert to the Residential Planned Development Number 150 Plan of Development Statements as adopted on July 8, 1976. The six (6) year period may be extended for up to one (1) additional year if, before expiration, the Commissioner of the Department of Planning and Development determines that good cause for an extension is shown.

[Existing Zoning Map; Residential Planned Development Boundary and Property Line Map; Existing Land-Use and Subarea Map; Subarea B Site Plan; Landscape Plan; Planting List; and Typical Elevation Material and Height Drawings referred to in these Plan of Development Statements printed on pages 79294 through 79304 of this Journal.]

Bulk Regulations and Data Table referred to in these Plan of Development Statements reads as follows:

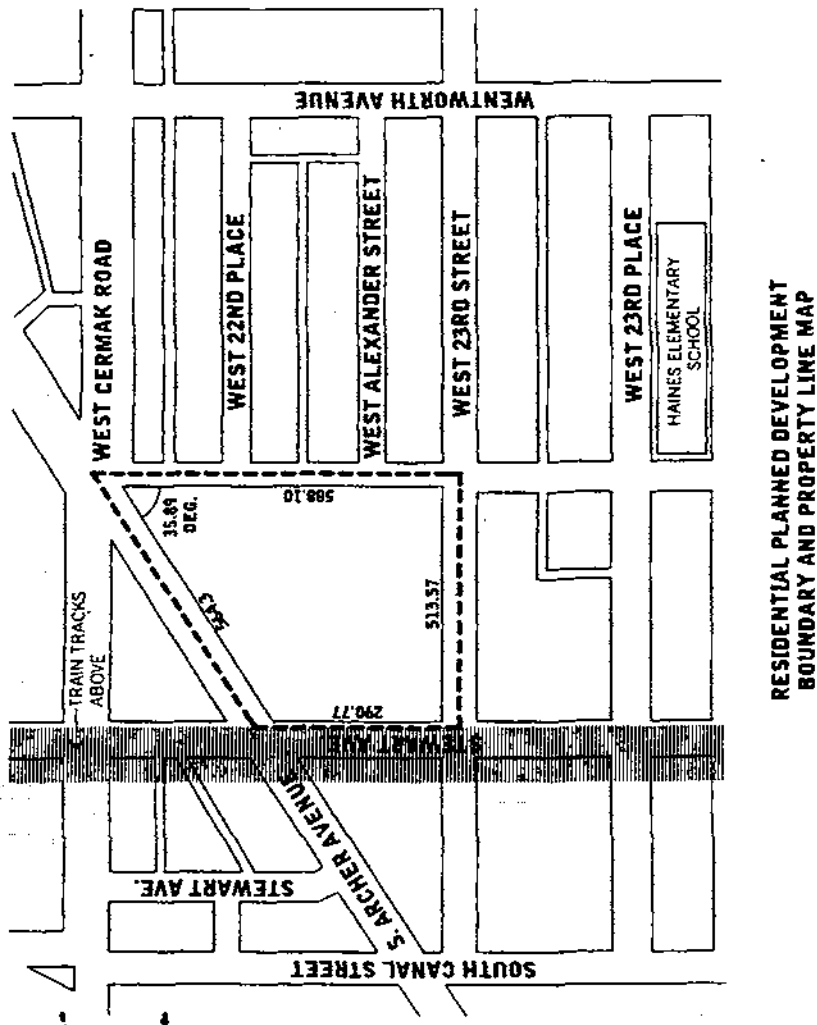
*Residential Business Planned Development Number 150,
As Amended.*

Plan Of Development.

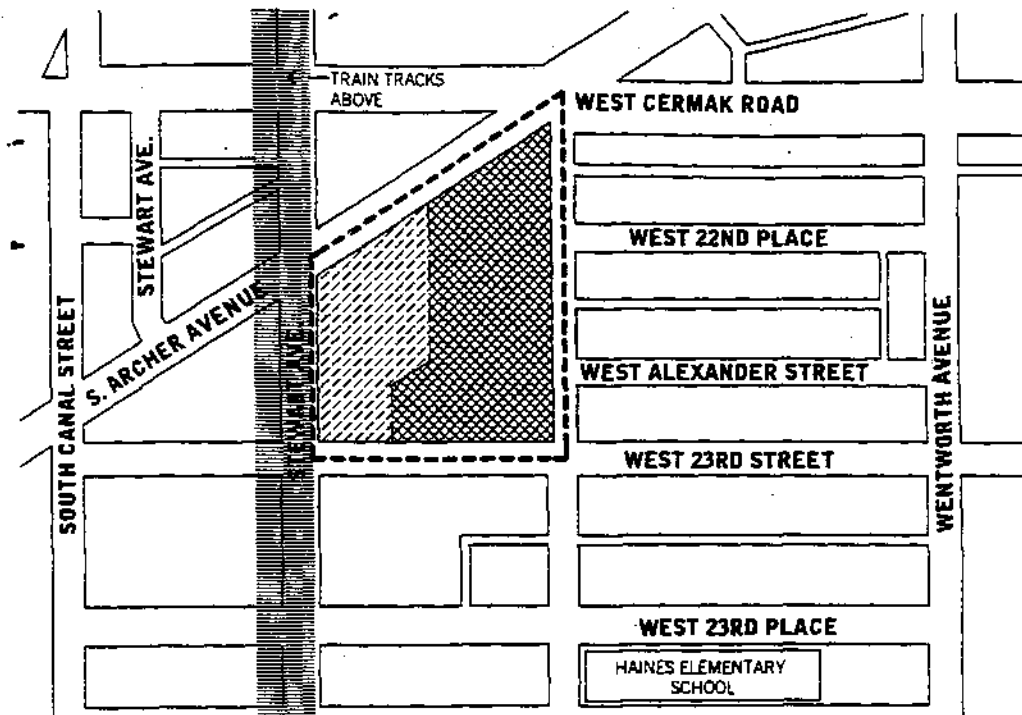
Bulk Regulations And Data Table.

Gross Site Area		Public Right-Of-Way		Net Site Area
288,430 square feet (6.59 acres)	=	232,238 square feet (5.3 acres)	+	56,192 square feet (1.29 acres)
Maximum Permitted Floor Area Ratio:		1.4.		
Maximum Number of Dwelling Units:		Subarea A: 290 units.		
		Subarea B: 45 units.		
		Total: 335 units.		
Maximum Percent Site Coverage:		Subarea A: 22%.		
		Subarea B: In accordance with the Site Plan.		
Minimum Building Setbacks:		In accordance with the Site Plan.		
Minimum Number of Off-Street Parking Spaces:		Subarea A: 61.		
		Subarea B: One parking space per dwelling unit and five visitor spaces (which visitor spaces may be located in either Subarea A or B).		

Residential Planned Development Boundary
And Property Line Map.



Existing Land-Use And Subarea Map.

**RESIDENTIAL PLANNED DEVELOPMENT
EXISTING LAND USE AND SUB-AREA MAP**

----- = PLANNED DEVELOPMENT
BOUNDARY



= SUB-AREA 'A'



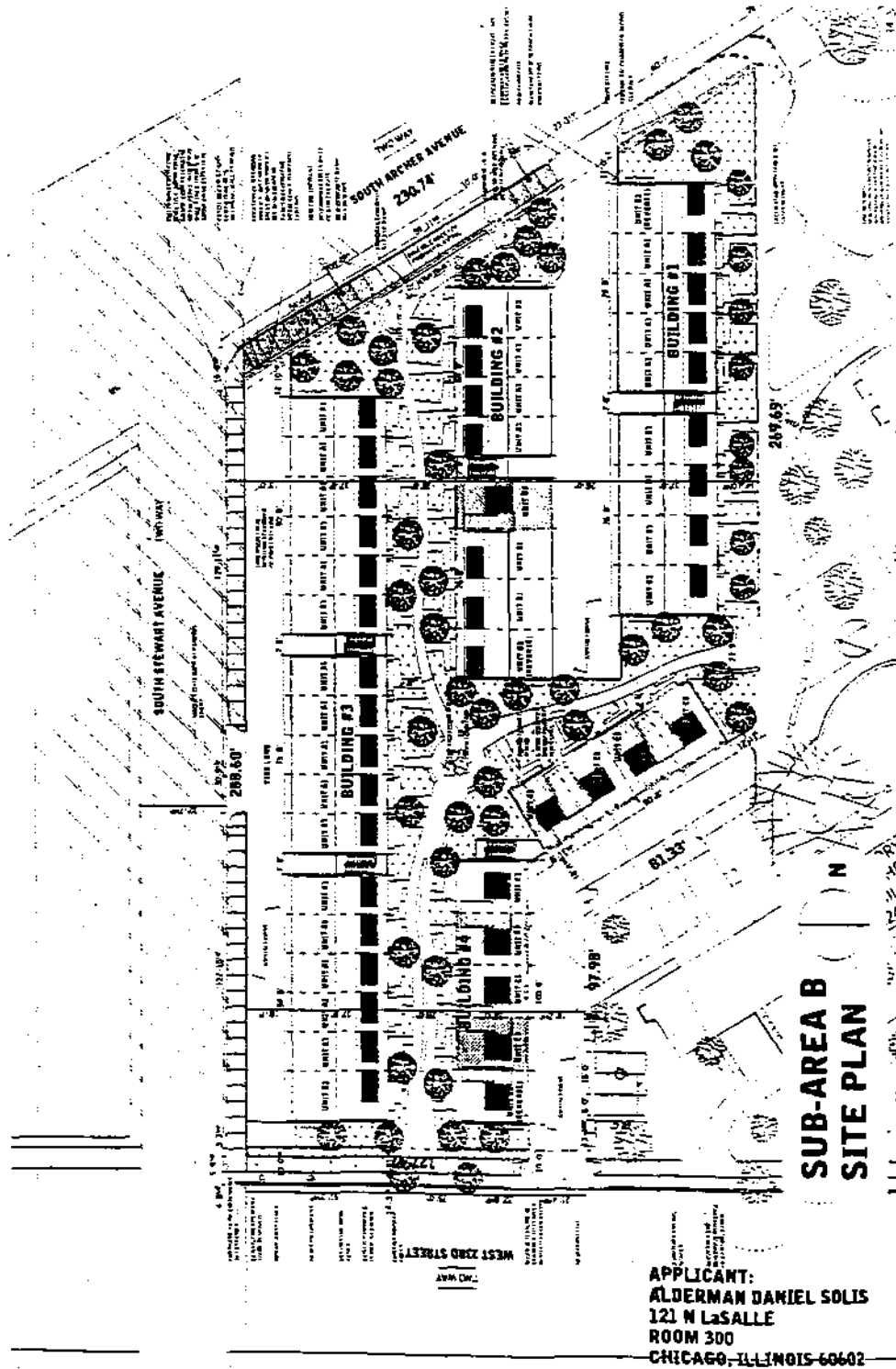
= SUB-AREA 'B'



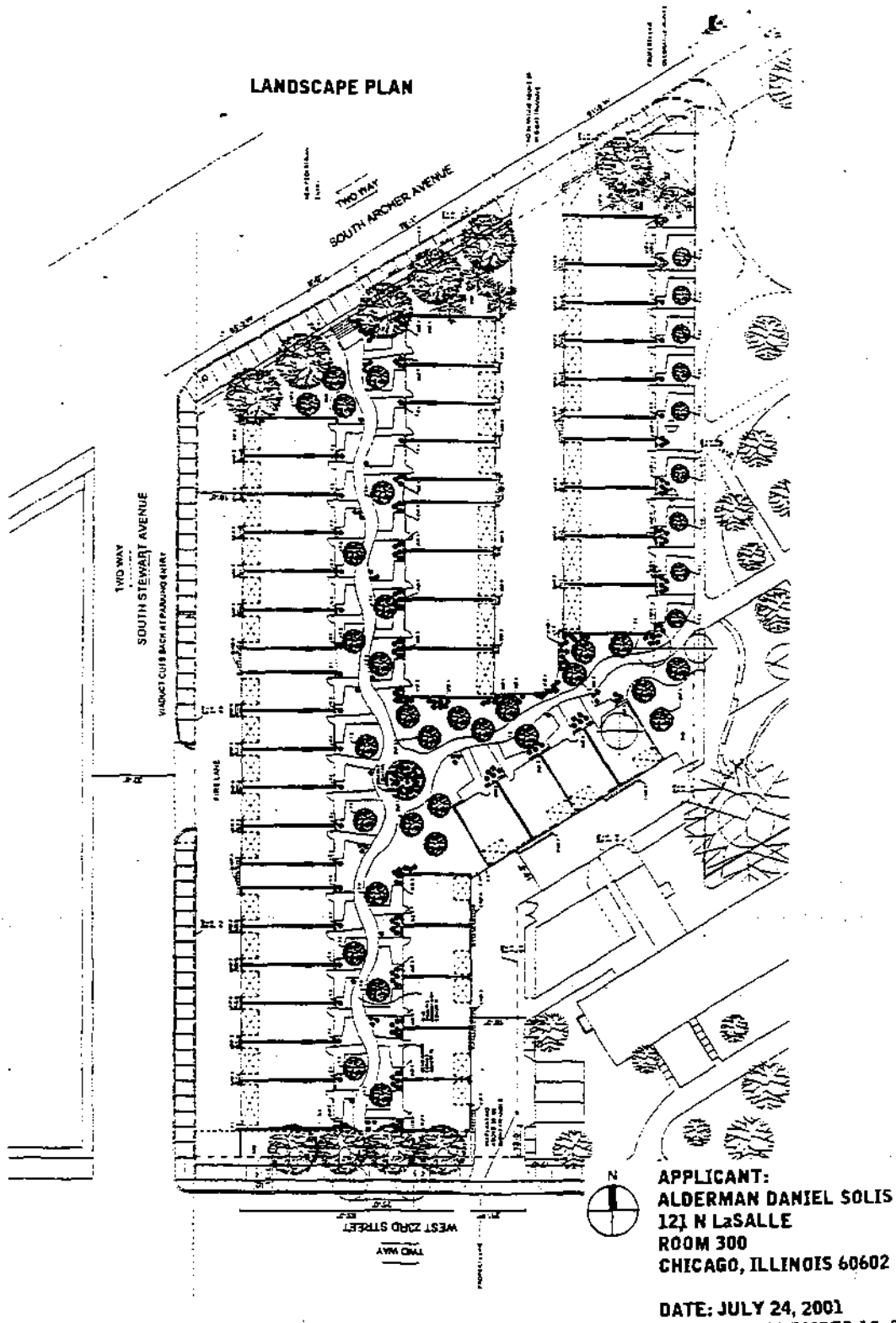
APPLICANT:
ALDERMAN DANIEL SOLIS
121 N LaSALLE
ROOM 300
CHICAGO, ILLINOIS 60602

DATE: JULY 24, 2001
REVISED: NOVEMBER 15, 2001

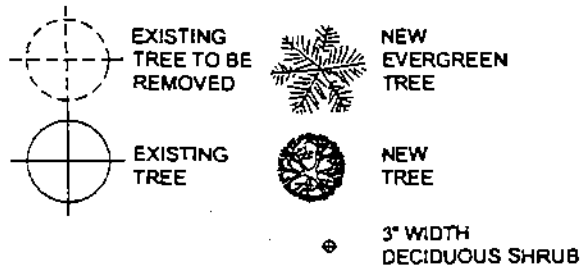
Subarea B Site Plan.



Landscape Plan.



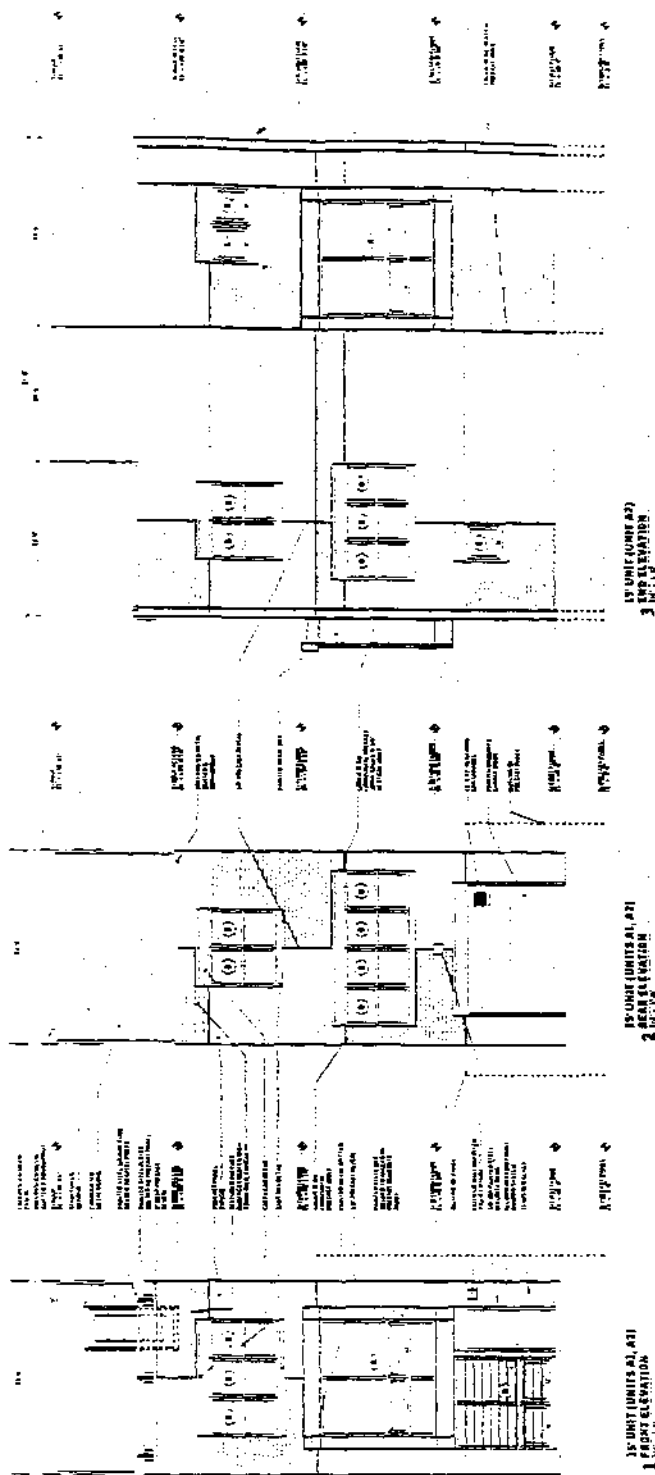
Planting List.

LEGENDPLANTING LIST

		QTY.	SIZE	COMMENTS
TREES				
T-1	AMELANCHIER CANADENSIS	9	5'	B&B
T-2	BETULA NIGRA	25	10'	B&B
T-3	GINKGO BILOBA 'AUTUMN GOLD'	10	2 1/2"	B&B
T-4	PINUS STROBUS	6	8'	B&B
T-5	GLEDITSIA TRIAACANTHUS	7	3'	B&B
T-6	CERCIS CANADENSIS	4	6'	B&B
SHRUBS				
S-1	ARONIA MELANOCARPA	31	36"	B&B
S-2	HYDRANGEA TARDIVA	66	36"	B&B
S-3	VIBURNUM CARLESII	61	36"	B&B
S-4	VIBURNUM TRILOBUM 'COMPACTUM'	41	36"	B&B
VINES				
V-1	CLEMATIS PANICULATA	297	1 GAL.	
V-2	PARTHENOCISSUS QUINQUEFOLIA	246	1 GAL.	
GROUND COVER				
G-1	EUONYMOUS FORT. COLORATUS	1 QT.	12" O.C.	

(PLANTING DATE: JUNE 2002)

Typical Elevation Materials And Heights.
(Page 1 of 5)

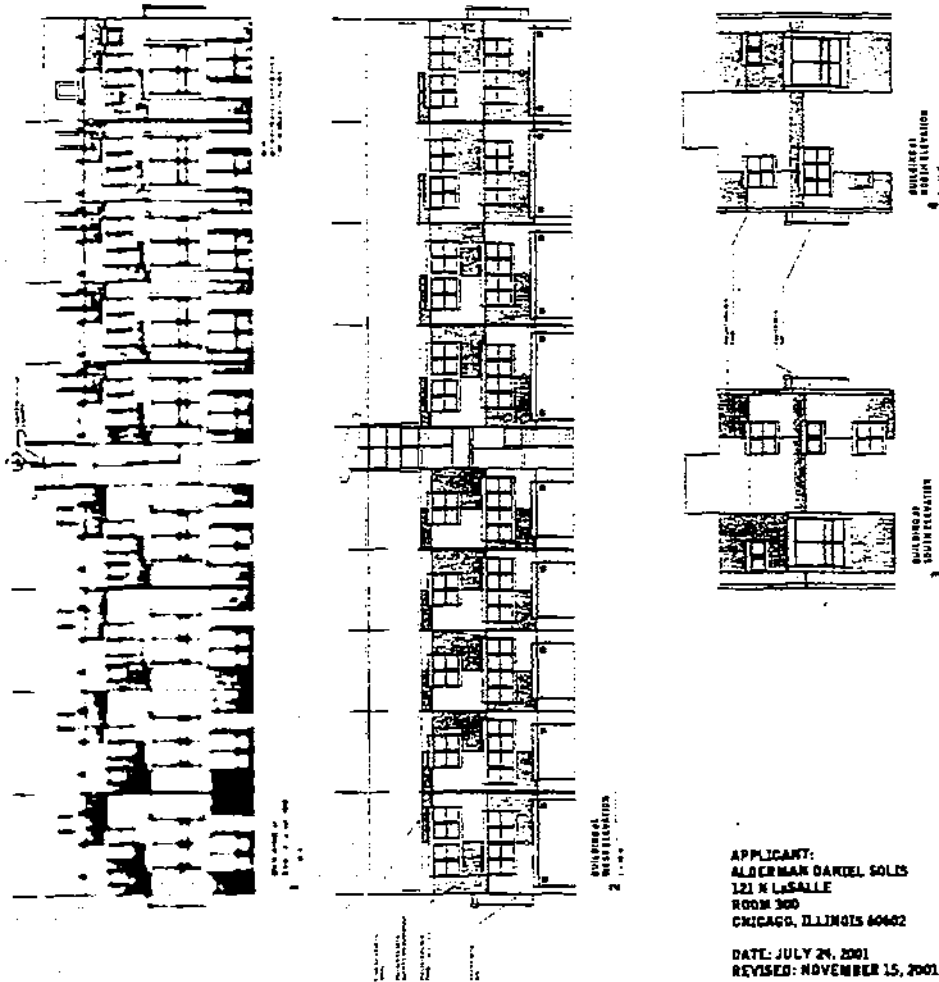


TYPICAL ELEVATION
MATERIALS & HEIGHTS

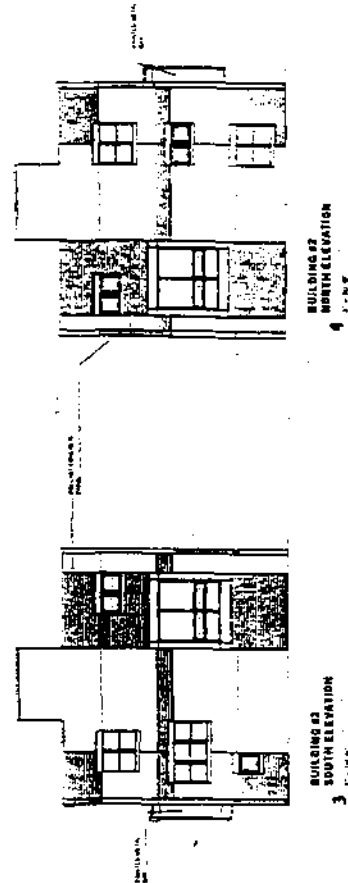
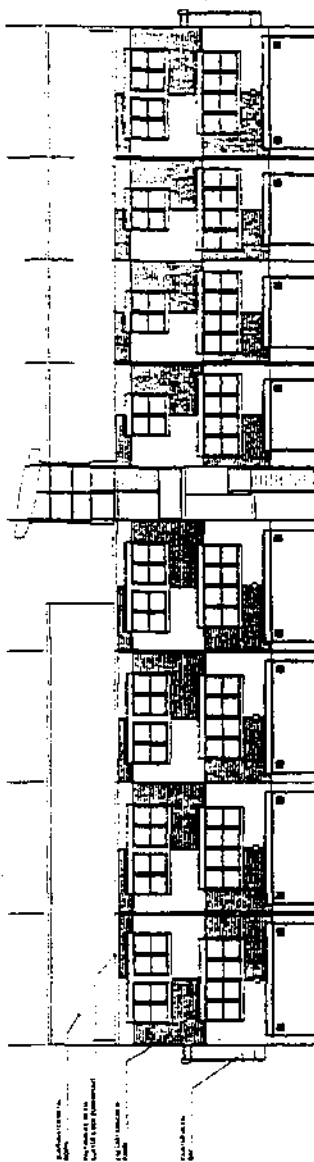
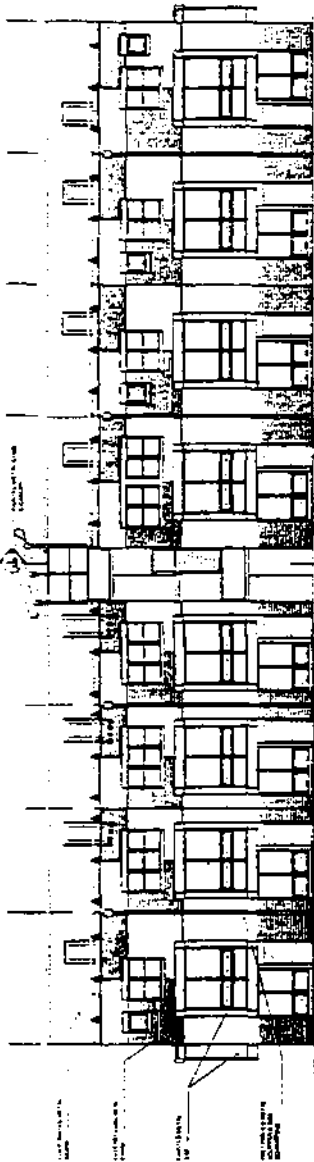
APPLICANT:
ALDERMAN DANIEL SOLIS
121 N LaSALLE
ROOM 300
CHICAGO, ILLINOIS 60602

DATE: JULY 24, 2001
REVISED: NOVEMBER 15, 2001

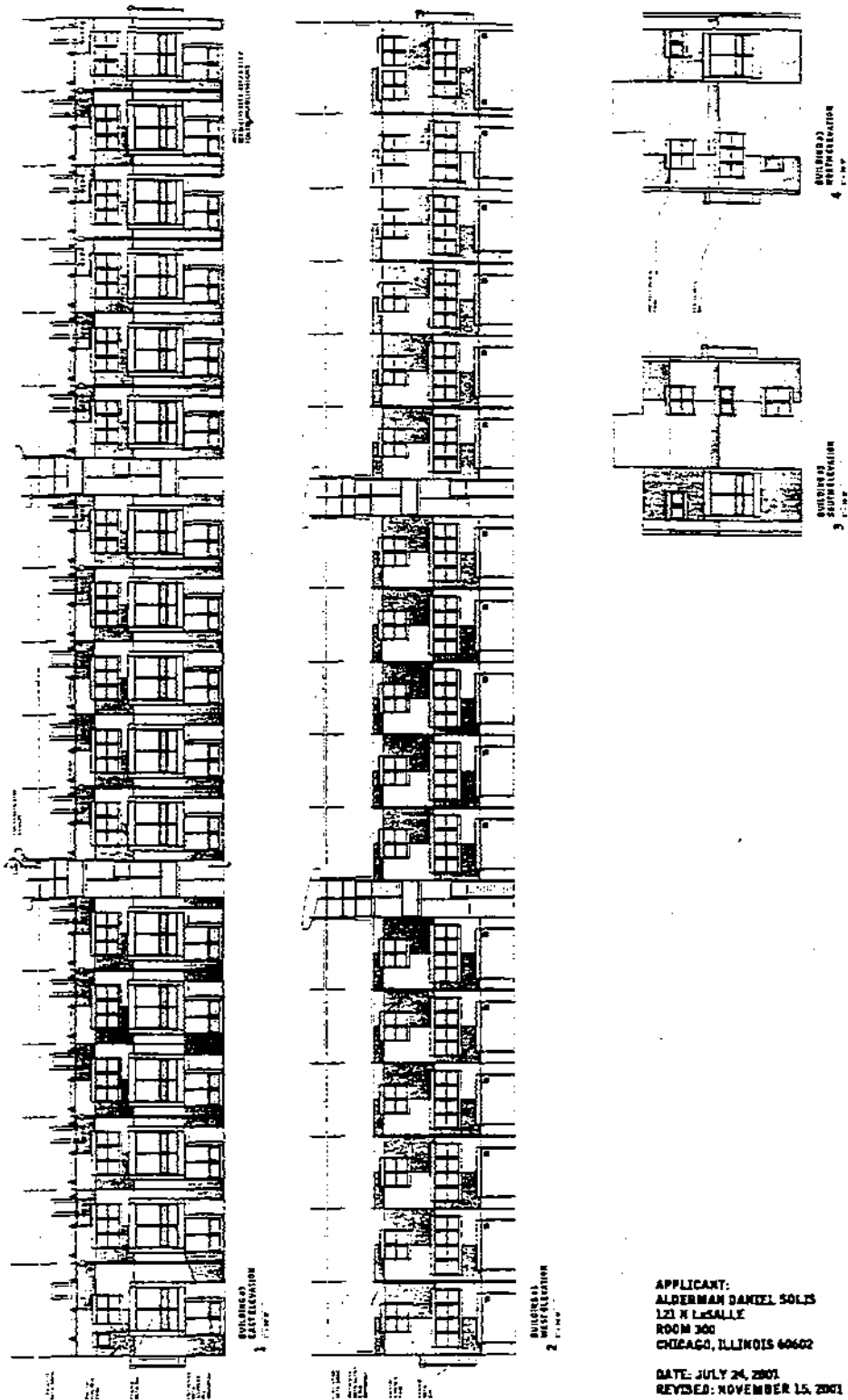
Typical Elevation Materials And Heights.
(Page 2 of 5)



Typical Elevation Materials And Heights.
(Page 3 of 5)



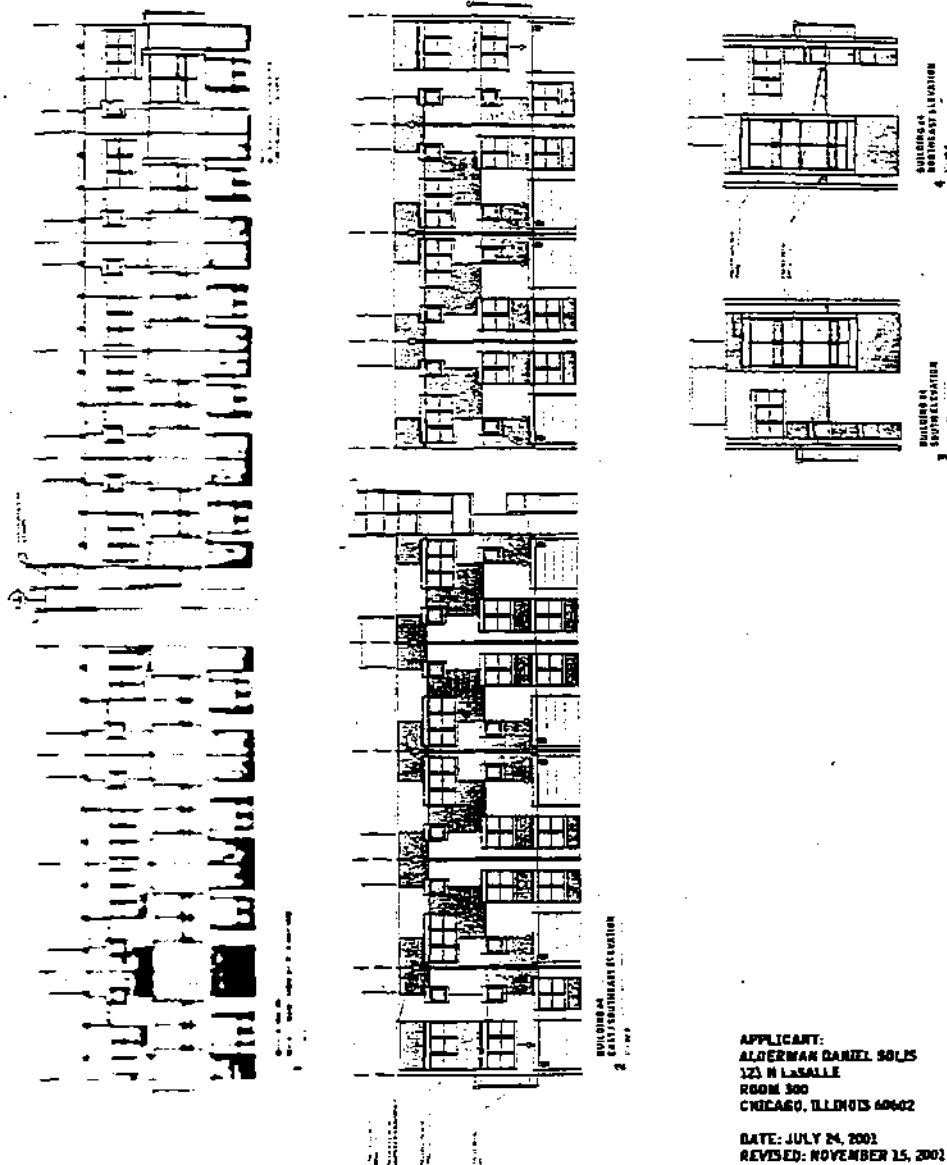
Typical Elevation Materials And Heights.
(Page 4 of 5)



APPLICANT:
ALDERMAN DANIEL SOLIS
121 N. LEXINGTON
ROOM 300
CHICAGO, ILLINOIS 60602

DATE: JULY 24, 2001
REVISED: NOVEMBER 15, 2001

Typical Elevation Materials And Heights.
(Page 5 of 5)



Reclassification Of Area Shown On Map Number 7-G.
(As Amended)
(Application Number 13534)

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 7-G in the area bounded by:

West Wrightwood Avenue; a line 331 feet west of and parallel to North Southport Avenue; the alley next south of West Wrightwood Avenue; and a line 307 feet west of and parallel to North Southport 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 7-L.
(Application Number 13538)

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 7-L in the area bounded by:

a line 82.10 feet north of and parallel to West Montana Street; North Laramie Avenue; West Montana Street; and the public alley west of and parallel to North Laramie 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 15-H.
(As Amended)
(Application Number A-4762)*

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 General Residence District symbols and indications as shown on Map Number 15-H in the area bounded by:

an east/west line 519.13 feet north of and parallel to West Granville Avenue; North Seeley Avenue (where vacated); West Granville Avenue; and North Hoyne Avenue (commonly known as 6201 -- 6249 North Hoyne Avenue and 2000 -- 2058 West Granville Avenue),

to those of a Residential-Institutional Planned Development and a corresponding use district is hereby established in the area above described.

SECTION 2. That 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-Institutional Planned Development Number _____.

Plan Of Development Statements.

1. The area delineated herein as a residential-institutional planned development (the "Planned Development") consists of approximately one hundred fifty thousand five hundred eighty and seven hundredths (150,580.07) square feet (three and forty-six hundredths (3.46) 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, Misericordia Home.
2. All applicable official reviews, approvals or permits are required to be obtained by the applicant, 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 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 titleholders and any ground lessors. All rights granted hereunder to the applicant shall inure to the benefit of the applicant's successors and assigns and, if different than the applicant, the legal titleholder and any ground lessors. Furthermore, pursuant to the requirements of Section 11.11-1 of the Chicago Zoning Ordinance, the Property, at the time of 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. The Plan of Development consists of fourteen (14) statements; a Planned Development Boundary and Property Line Map; an Existing Land-Use Map; a Site/Landscape Plan (the "Site/Landscape Plan"); and Building Elevations prepared by Nagle, Hartray, Danker, Kagan & McKay, Architects, dated January 18, 2002. Reduced copies of the Site/Landscape Plan and the Building Elevations are attached hereto and full-sized copies 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 purposes 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 shall be permitted in the area delineated herein as a Residential-Institutional Planned Development:

a skilled-care nursing facility for developmentally disabled children and adults and related activities including educational, recreational and physical therapy services as well as administrative offices, storage and accessory parking and accessory uses.
6. 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 signs, also shall be permitted 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 building and any appurtenance thereto prescribed in this Planned Development, the height of any improvement shall also be subject to height limitations approved by the Federal Aviation Administration.
10. All 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. Trash receptacles shall be stored in the building.
11. 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.").
12. The applicant acknowledges that it is in the public interest to design, construct and maintain all buildings in a manner which promotes, enables and maximizes universal access throughout the property. Plans for all

buildings and improvements on the property shall be reviewed and approved by the Mayor's Office for People with Disabilities ("M.O.P.D.") to ensure compliance with all applicable laws and regulations related to access for persons with disabilities and to promote the highest standard of accessibility. No approvals shall be granted pursuant to Section 11.11-3(b) of the Chicago Zoning Ordinance until the Director of M.O.P.D. has approved detailed construction drawings for each building or improvement.

13. 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 in this Planned Development and the purposes underlying the provisions hereof. Any such modification of the requirements of these statements 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.
14. Unless substantial construction of the improvements contemplated by this Planned Development has commenced within six (6) years following adoption of this Planned Development, and unless completion thereof is diligently pursued, then this Planned Development shall expire, and the property shall revert to that of an R4 General Residence District.

[Existing Zoning Map; Existing Land-Use Map; Planned Development Boundary and Rights-of-Way Adjustment Map; Site Plan; Building Elevation Drawings; Landscape Plan; and Elevation-Ornamental Fence and Masonry Pier Drawings referred to in these Plan of Development Statements printed on pages 79311 through 79317 of this Journal.]

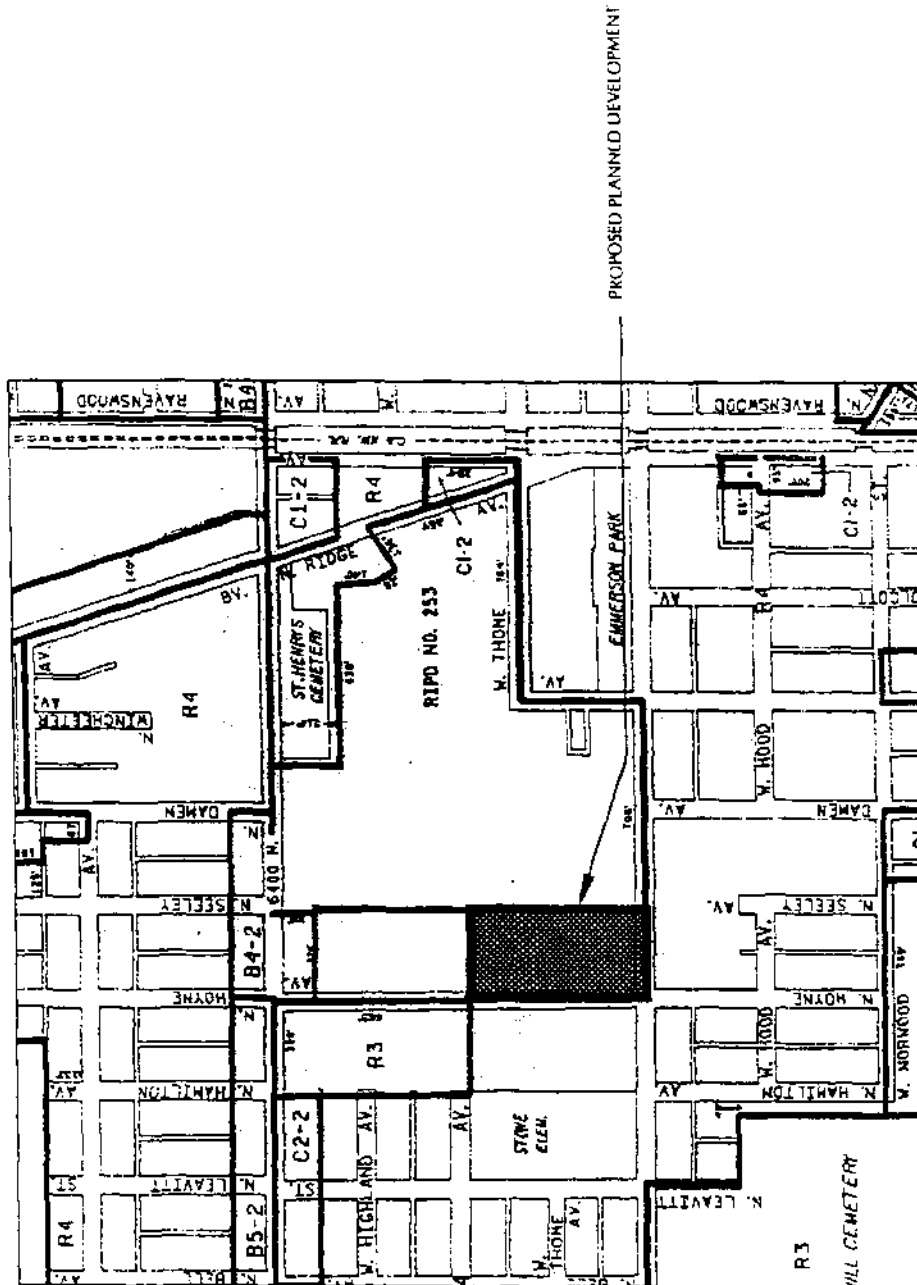
Bulk Regulations and Data Table referred to in these Plan of Development Statements reads as follows:

Residential-Institutional Planned Development Number _____.

Bulk Regulations And Data Table.

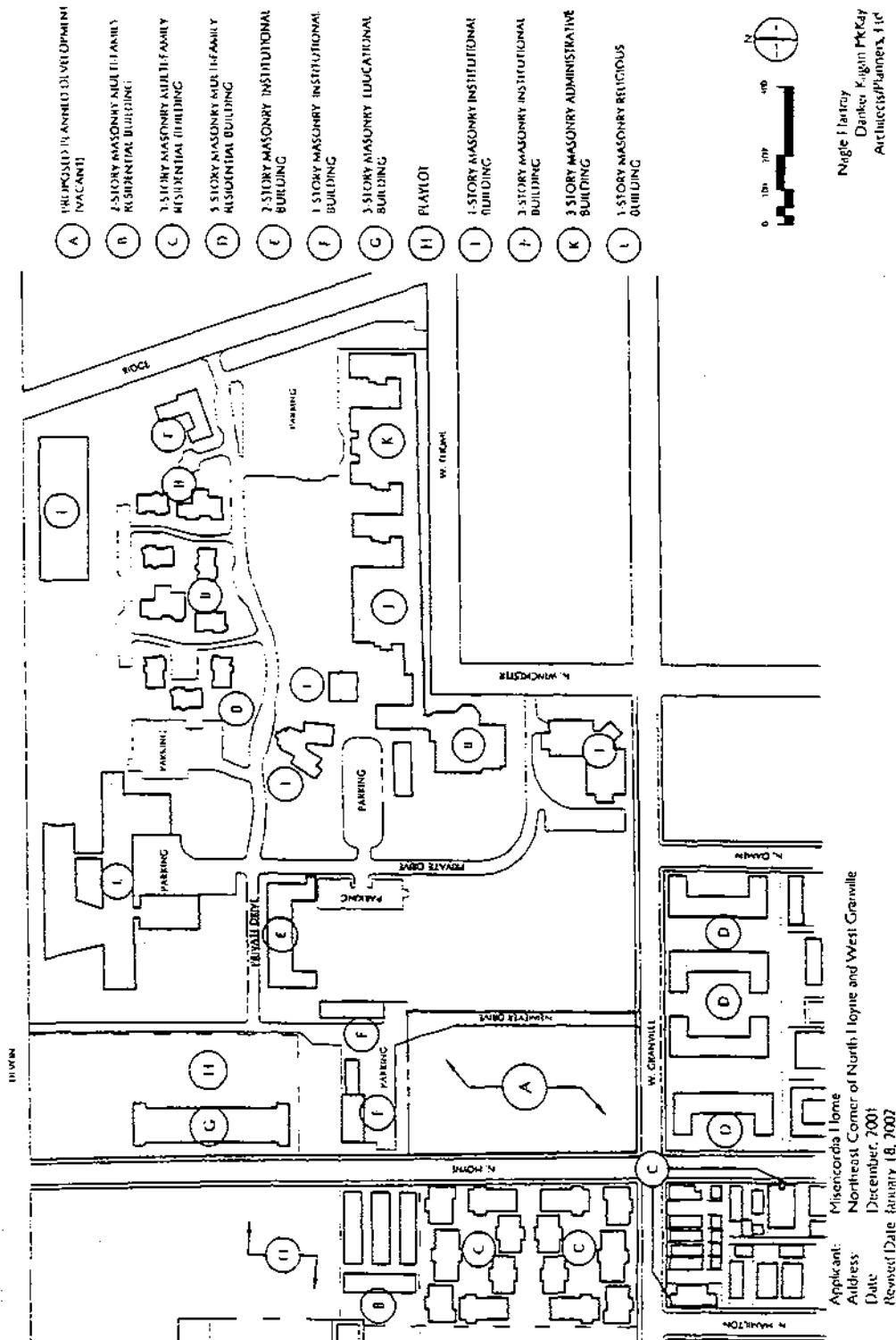
Gross Site Area	Net Site Area	Area Remaining In Public Right-Of-Way
177,236.48 square feet (4.07 acres)	= 150,580.07 square feet (3.46 acres)	+ 26,656.41 square feet (.61 acres)
Maximum Permitted Floor Area Ratio:	1.0.	
Setbacks from Property Line:	In substantial conformance with the Site/Landscape Plan.	
Maximum Percentage of Site Coverage:	In substantial conformance with the Site/Landscape Plan.	
Maximum Number of Beds:	150.	
Minimum Number of Off-Street Parking Spaces:	69.	
Minimum Number of Off-Street Loading Berths:	1.	
Maximum Building Height:	In substantial conformance with the Building Elevations.	

Existing Zoning Map.

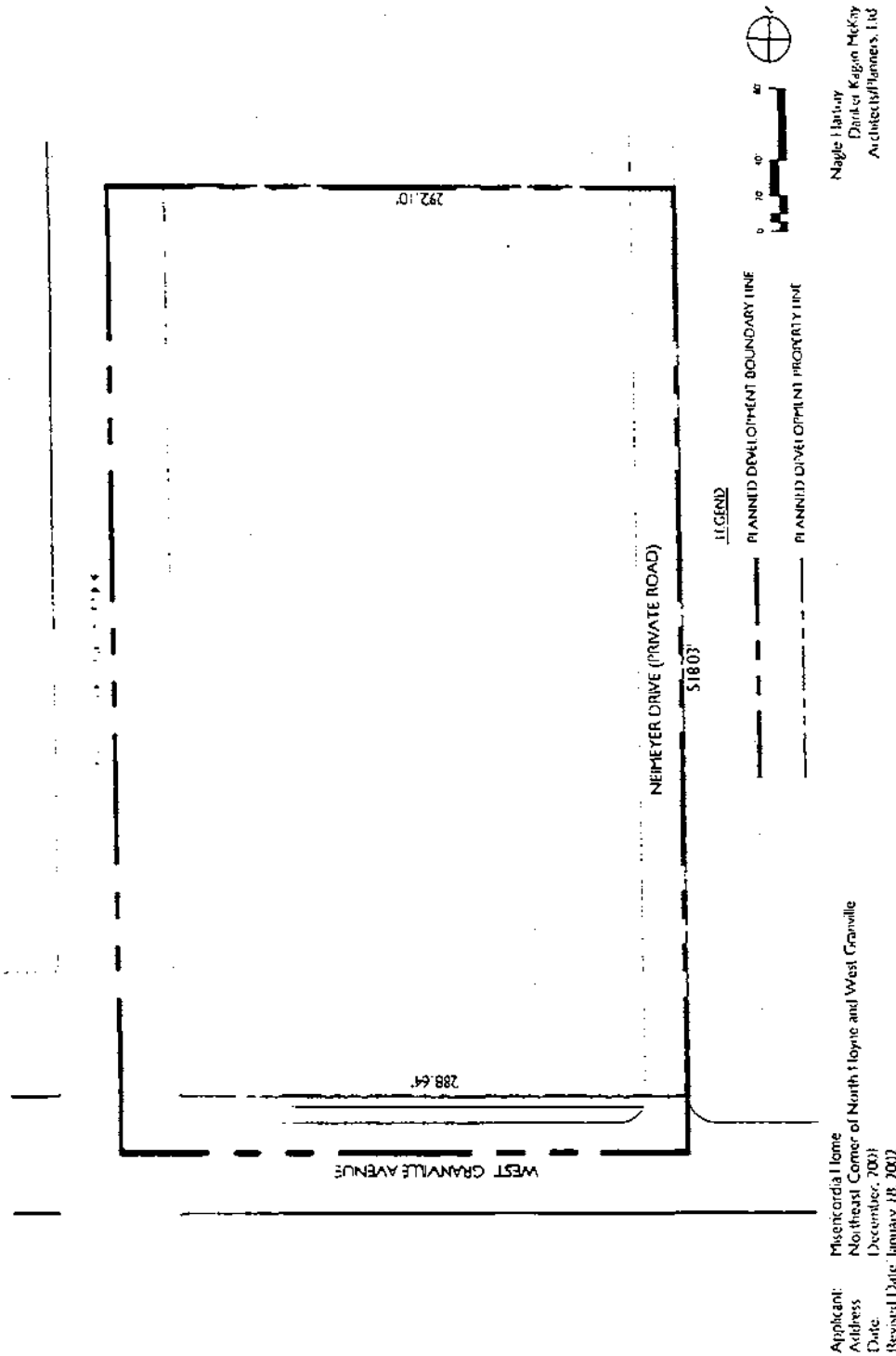


Applicant: Misencortula Home
Address: Northeast Corner of North Hoyne and West Granville
Date: December, 2001
Revised Date: January 18, 2007

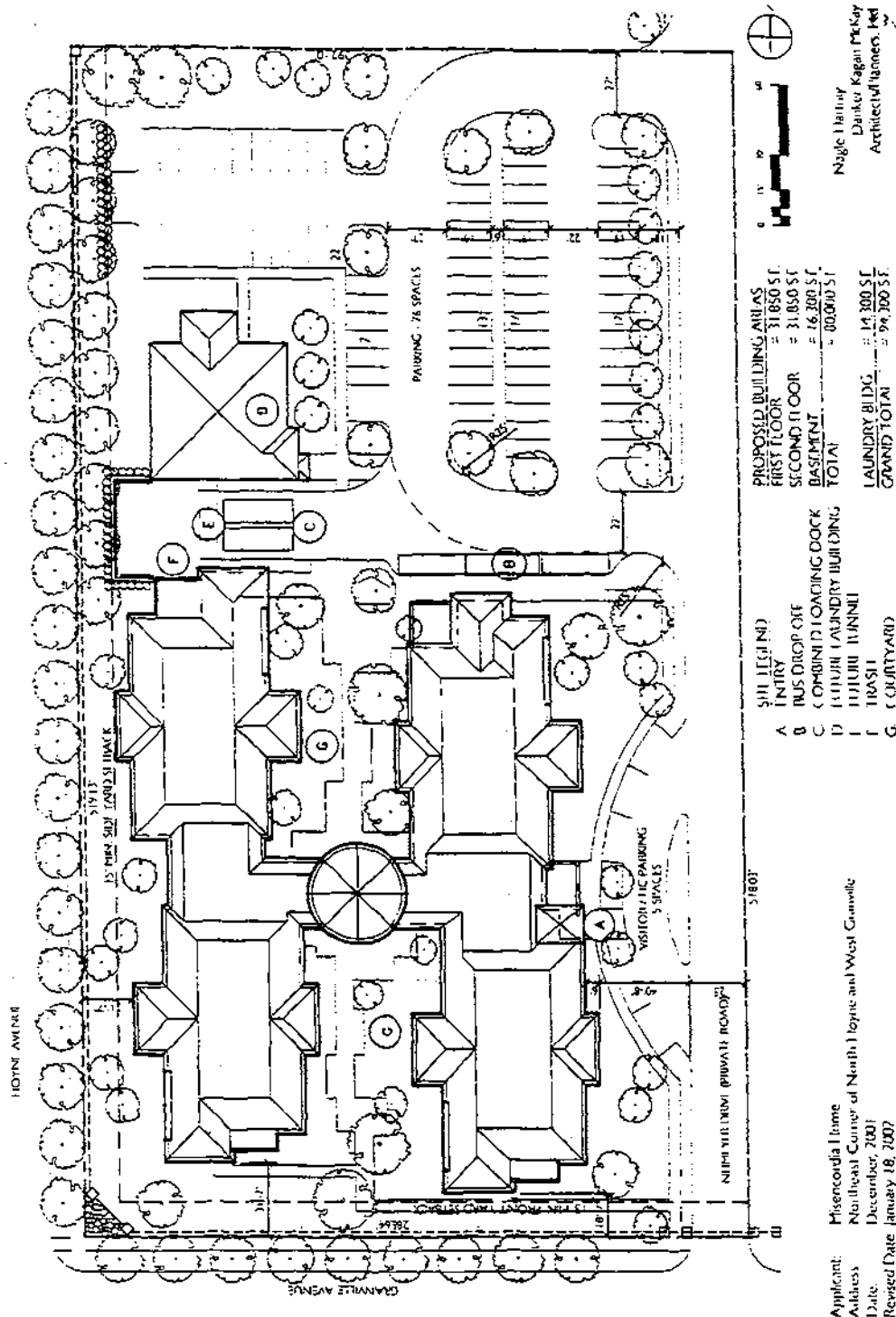
Existing Land-Use Map.



Planned Development Boundary And
Rights-of-Way Adjustment Map.



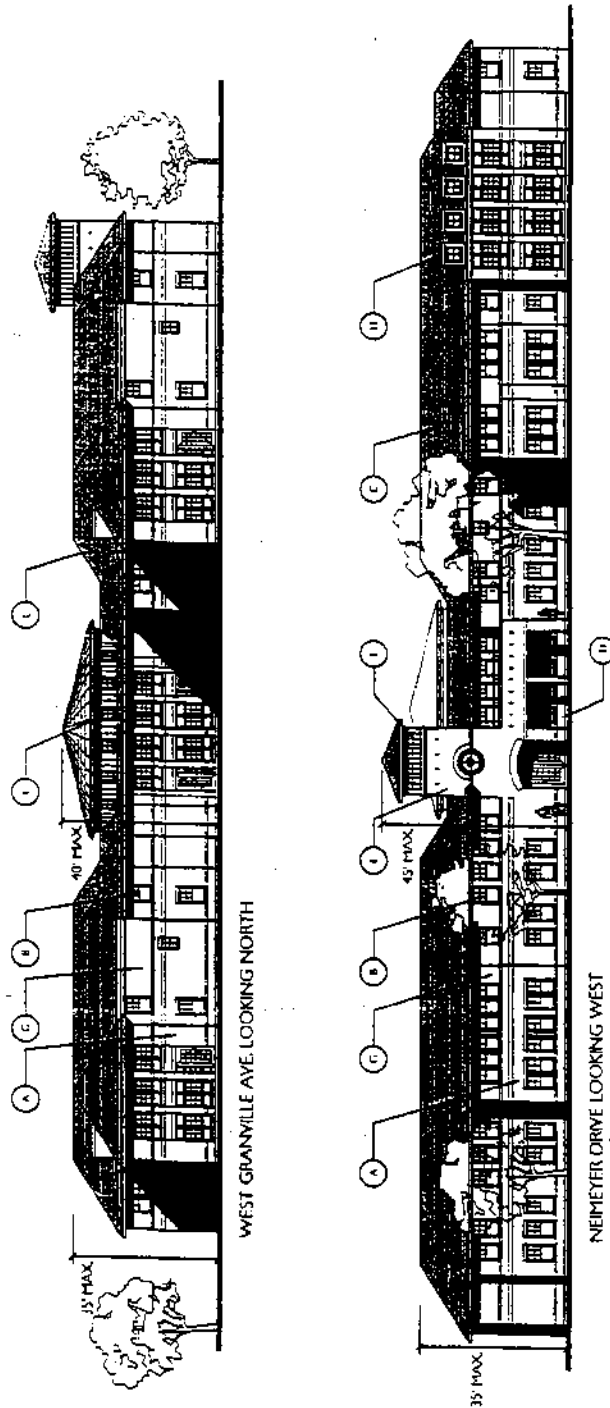
Site Plan.



Building Elevations.

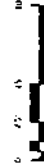
Notes

- 1 Architecture and materials of laundry building to be consistent with that of nursing home.



LEGEND

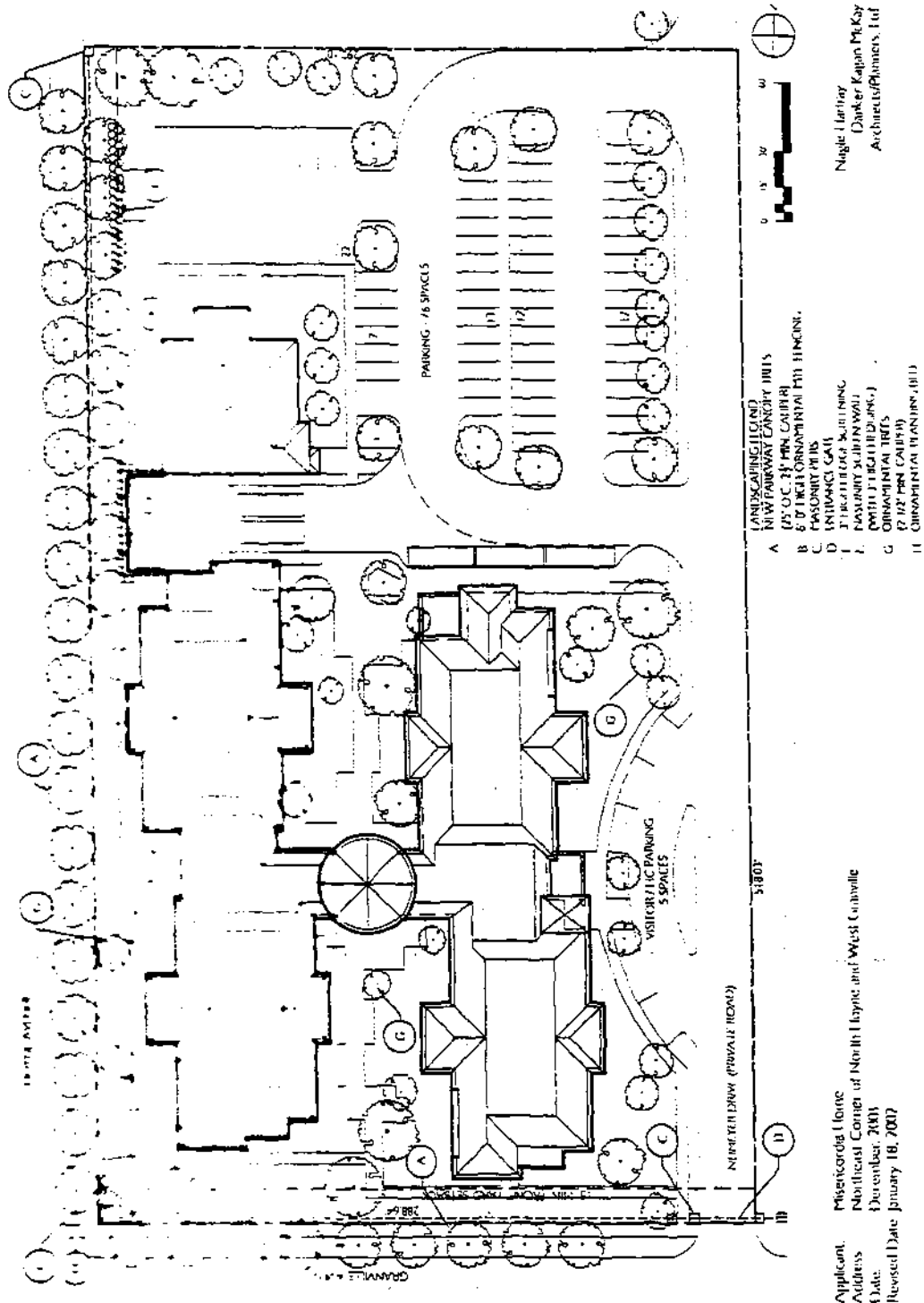
- A. BRICK VENEER
B. ALUMINUM WINDOWS
C. ASPHALT SHINGLE ROOFING
D. COVERED ENTRANCE PORCH
E. ENTRY TOWER
F. GLASS STAIR WINDOWS
G. STUCCO
H. DOWNHILLS



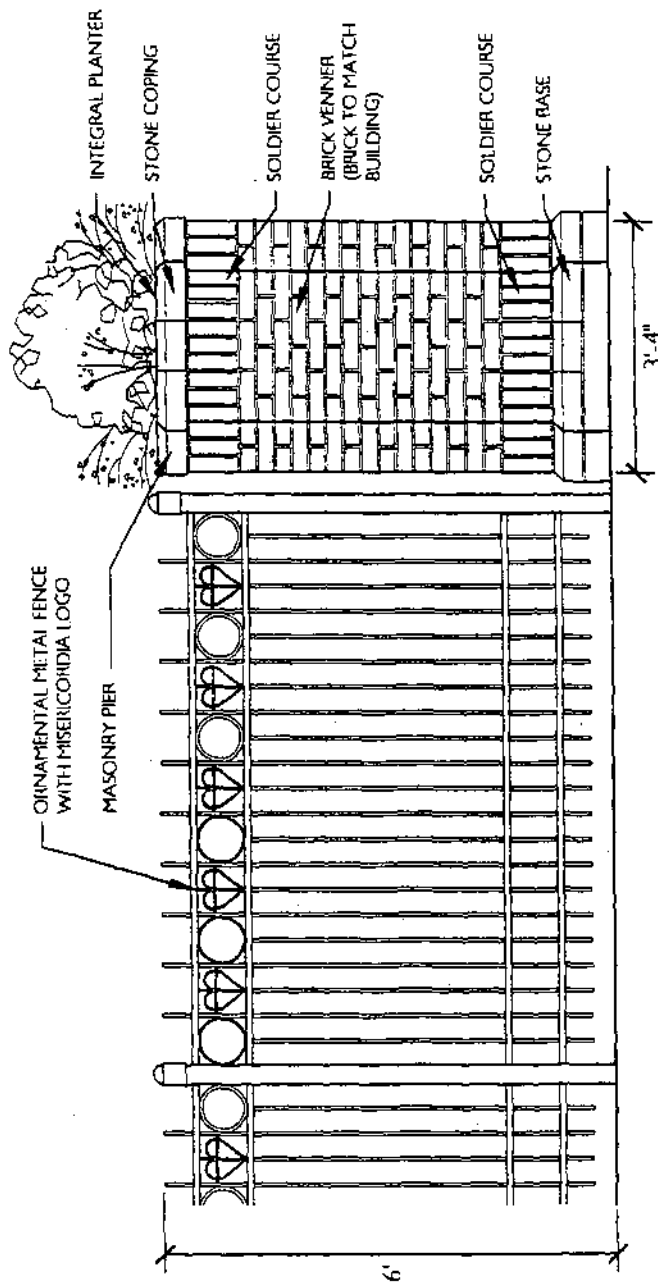
Nagle, Hurley
Darker, Kagan, Pika
Architects/Planners, II

Applicant: Misericordia Home
Address: Northeast Corner of North (Wayne and) West Cananda
Date: December 2001
Revised Date: January 18, 2002

Landscape Plan.



Elevation/Ornamental Fence And Masonry Pier.



Nagle Hartay
Darker Kagan McKay
Architects/Planners, Ltd.

Applicant: Misericordia Home
Address: Northeast Corner of North Hoyne and West Granville
Date: December, 2001
Revised Date: January 18, 2002

Reclassification Of Areas Shown On Map Number 16-D.
(Application Number 13541)

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 16-D in the area bounded by:

the south line of East 67th Street; the west line of South Dorchester Avenue; a line 297.00 feet south of the south line of East 67th Street; and the east line of the Illinois Central Railroad,

to those of an R5 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 C2-3 General Commercial District symbols and indications as shown on Map Number 16-D in the area bounded by:

a line 322.00 feet south of the south line of East 67th Street; the west line of South Dorchester Avenue; a line 347.00 feet south of the south line of East 67th Street; and the east line of the Illinois Central Railroad,

to those of an R5 General Residence District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 16-I.
(Application Number 13542)

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 symbols and indications as shown on Map Number 16-I in the area bounded by:

West 63rd Street; a line 33.12 feet east of and parallel to South Maplewood Avenue; the public alley south of and parallel to West 63rd Street; and South Maplewood 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-E.
(Application Number A-4741)

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 B5-2 General Service District symbols and indications as shown on Map Number 26-E in the area bounded by:

East 110th Place; a line 297 feet east of South State Street; a line 132 feet south of East 110th Place; the western line of South Wabash Avenue; a line 257.38 feet north of East 111th Street, as measured along the western line of South Wabash Avenue; a line 110.11 feet west of the western line of South Wabash Avenue; a line 132 feet south of East 110th Place; and a line 88 feet east of South State Street,

to those of a B2-3 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 26-E.

(As Amended)

(Application Number 13546)

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

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all the B2-1 Restricted Retail District symbols and indications as shown on Map Number 26-E in the area bounded by:

a line 150.10 feet north of and parallel to East 107th Street; South Michigan Avenue; a line 90.10 feet north of and parallel to East 107th Street; and a line 125 feet west of and parallel to South Michigan 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 full force and effect after its passage and 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 Aldermen Balcer, Burke, Laurino, Natarus and Schulter. 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, Hairston, Beavers, Stroger, Beale, Pope, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 48.

Nays -- None.

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

Sponsored by the elected city officers named below, respectively, said Agreed Calendar resolutions, as adopted, read as follows (the italic heading in each case not being a part of the resolution):

Presented By

ALDERMAN HAIRSTON (5th Ward):

***GRATITUDE EXTENDED TO MRS. JOSEPHINE ROBERTSON
FOR OUTSTANDING COMMUNITY SERVICE.***

WHEREAS, Mrs. Josephine Robertson was born October 12, 1911 in Tennessee, one of six children to the union of Ellen and Tommy Statom. Josephine's siblings from this marriage include: Mary Lillian, Delilah, Eddie, Guy Thomas and Harry. She was educated in the public school system; and

WHEREAS, After Josephine's mother passed, her father Tommy married Willie Statom. From this union Josephine had four siblings: Willie Francis, Tommy, William Agustus and Charlie; and

WHEREAS, While living in Tennessee, Josephine was an active member of Mount Zion Baptist Church in Halls (rural) Tennessee and Chapel A.M.E. Church in Dyersburg, Tennessee; and

WHEREAS, In 1941 Josephine, affectionately known as "Granny" or "Mother Robertson" moved to Chicago. It was that year that Josephine became a longstanding and dedicated congregant of Carey African Methodist Episcopal (A.M.E.) Temple which at the time was located at 5347 South Michigan Avenue, not far from where she lived; and

WHEREAS, Josephine moved to Washington D.C., living there between 1967 and 1970. While in Washington D.C., she attended Campbell A.M.E. Church; and

WHEREAS, In 1970, Josephine moved back to Chicago, residing at 6736 South Oglesby Avenue, in the Fifth Ward, where she has lived for almost thirty-one years. Carol Moseley Braun was a next-door neighbor for several years prior to serving as our United States Senator; and

WHEREAS, When Josephine came back to Chicago, she resumed her membership with Carey A.M.E. Temple, which relocated to its present address at 7157 South Greenwood Avenue. Her stellar commitment and infinite dedication to Carey A.M.E. Temple has been exemplified in her service as an assistant Sunday school teacher, Stewardess Board president, chaplain of Carey's Welfare Club and Celia Gregg WMS, and Assistant Director of the Carey Young People's Division (Y.P.D.) of the WMS; and

WHEREAS, In addition to her involvement in Carey A.M.E. Temple Josephine has also served as chairman of the Sick Committee for the A.M.E. Chicago Area Missionary Society; and

WHEREAS, Josephine was also honored by the Connectional Christian Debutante Masters Dedication Commission of the A.M.E. Church (DMC) in 1983 for over thirty years of silent service. Her weekly responsibilities were visiting, assisting and praying for the sick and shut in; and

WHEREAS, Despite her many church responsibilities and commitments, Josephine managed to find time to work with the 67th and Oglesby Block Club for several years and is also a member of the South Side Branch of the N.A.A.C.P. and A.A.R.P.. Josephine is also, of course, a registered voter; and

WHEREAS, Josephine presently lives with and is cared for by her daughters, Mary Ellen Robertson and Lucille Statom. She is also the grandmother of attorney, Paul Joseph Robertson; and

WHEREAS, "Granny" is not as active as her younger years, she still manages to attend Sunday morning church services, Sunday School, Lay Organization and Missionary Society meetings and other functions when her health permits; and

WHEREAS, On Sunday, October 14, 2001, Mrs. Josephine Robertson celebrated her ninetieth birthday at Carey A.M.E. Temple surrounded by family, church members and friends; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of Chicago, do hereby acknowledge and celebrate the long and accomplished life of this extraordinary woman in her ninetieth year; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Mrs. Josephine Robertson.

Presented By

ALDERMAN LYLE (6th Ward):

TRIBUTE TO LATE MRS. JOY VINCENT.

WHEREAS, God in His infinite wisdom and judgement has called to her eternal reward Joy Vincent, beloved citizen and friend, October 11, 2001; and

WHEREAS, The Chicago City Council has been informed of her passing by The Honorable Freddrenna M. Lyle, Alderman of the 6th Ward; and

WHEREAS, Joy Vincent, one of seven children to bless the union of Frank and Alabama Moore in Magnolis, Arkansas was born on April 5, 1921. Both her parents and five of her siblings, Aldolphus, Frank, Jr., Sam, Delcina and Rose predeceased Joy.

WHEREAS, Joy Moore and Roy Vincent were united in holy matrimony June, 1953. They became members of Antioch Baptist Church in Argo. After moving to Chicago, Joy became a member of Greater Saint John Baptist Church. Joy was a loving and devoted wife of Roy Vincent with whom she had one infant daughter who died at birth; and

WHEREAS, A deeply religious woman, Joy served on the Deaconess Board, the Busy Bee Club and the Nannie Helen Burroughs Circle, Department of Mission. Joy received her nursing training at Illinois Masonic Hospital and retired from Saint Elizabeth Hospital as a surgical nurse; and

WHEREAS, A cherished friend of many and good neighbor to all, Joy Vincent will be greatly missed and fondly remembered by her family members and friends. She leaves to cherish her memory and celebrate her accomplishments her husband Roy, sister, Maryland, many grandchildren, great-grandchildren, nieces, nephews, great-nieces, great nephews and many special friends; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this sixth day of February, 2002 A.D., do hereby express our sorrow on the passing of Joy Vincent and extend to her loving family and friends our sincere condolences; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of Joy Vincent.

**CONGRATULATIONS EXTENDED TO MRS. ELSIE MAE
MANNING ON ONE HUNDREDTH BIRTHDAY.**

WHEREAS, On Sunday, November 25, 2001, family members and many friends were in attendance at Saint Agnes Health Care Center in celebration of Mrs. Elsie Mae Manning's one hundredth birthday; and

WHEREAS, The Chicago City Council has been informed of this milestone by The Honorable Freddrenna M. Lyle, Alderman of the 6th Ward; and

WHEREAS, Mrs. Elsie Mae Manning, born one hundred years ago remains to be a most beloved figure to all who know her. Elsie previously resided in the Hilliard Apartment Complex where she was an active member of the Local Advisory Council; and

WHEREAS, Symbols of the strength and solidity of family life Elsie Mae and Luther Manning, Sr. were united in holy matrimony. They shared their love and devotion for forty years until the Lord called Luther Manning, Sr. home; and

WHEREAS, During her children's school years, Mrs. Elsie Mae Manning was a vital and active member of the P.T.A. and the 23rd Church of Christ Scientist; and

WHEREAS, This charming centenarian is the loving mother of seven children, Elsie M. Dudley, Emma M. Machen, James C. Manning, Nora L. Simmons (deceased), Luther Manning, Jr. (deceased), Viola A. Pryor (deceased) and Mary E. Rettig (deceased); grandmother of twenty grandchildren; thirty-seven great-grandchildren; and twelve great-great-grandchildren; and

WHEREAS, A devoted mother, grandmother, great-grandmother, great-great-grandmother and a cherished friend of many, Mrs. Elsie Mae Manning richly deserves the warm and fond wishes of her many family members and friends as she marks her one hundredth birthday; 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 to Mrs. Elsie Mae Manning our best and happiest wishes upon the occasion of her one hundredth birthday; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Mrs. Elsie Mae Manning.

Presented By

ALDERMAN BEALE (9th Ward):

TRIBUTE TO LATE MR. EARNEST MITCHELL, SR.

WHEREAS, Earnest Mitchell, Sr., a most beloved citizen and friend in Chicago's great 9th Ward community, has been called to eternal life by the wisdom of God, November 29, 2001; and

WHEREAS, The Chicago City Council has been notified of his passing by The Honorable Anthony Beale, Alderman of the 9th Ward; and

WHEREAS, In Holy Springs, Mississippi on March 30, 1938, Aldolphus and Lillian Mitchell were blessed with a beautiful baby boy whom they named "Earnest"; and

WHEREAS, Symbolic of the strength and solidity of family life, even at the young age of sixteen, Earnest and the former Ruth Rice were united in marriage in 1954. The young couple moved to Chicago and started a family. Earnest and Ruth were blessed with seven children, Earnest, Jr., Robert, Donald, Annette, Debra, Theresa and Marie; and

WHEREAS, Earnest Mitchell, Sr. held various jobs including a position with Illinois Central Railroad before he began working for the Chicago Transit Authority. He drove the bus for several years and later became a mechanic for the C.T.A.. Earnest was a man who was dependable and trustworthy. He will be missed; and

WHEREAS, His brother, Ed, having predeceased him, Earnest Mitchell, Sr. leaves to celebrate his accomplishments and cherish his memory, his loving wife of forty-seven years, Ruth; seven devoted children; his mother; two brothers; two sisters; twelve grandchildren; three great-grandchildren; three sons-in-law; one daughter-in-law; and a host of nieces, nephews, cousins, other relatives and friends; and

WHEREAS, Earnest Mitchell, Sr., fondly known as "The Man" by his family and friends, will be sorely 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 sixth day of February, 2002 A.D., do hereby express our sorrow on the passing of Earnest Mitchell, Sr. and extend to his family and friends our sincere condolences; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Mrs. Earnest Mitchell, Sr. and family.

TRIBUTE TO LATE MR. NICODEMUS PRINCE PHIPPS
AND MR. RYAN MC KINZIE JOHNSON.

WHEREAS, Almighty God, our Lord and Savior sent his heavenly angels down to bring his children Nicodemus Prince Phipps and Ryan McKinzie Johnson home; and

WHEREAS, Nicodemus Prince Phipps, born January 9, 1994 made his transition November 24, 2001 at the young age of seven years old and Ryan McKinzie, born April 17, 2001 made his transition November 25, 2001 at the young age of seven months old; and

WHEREAS, Nicodemus Prince Phipps, a second grade student at Deikman Elementary School in Dolton, Illinois and Ryan McKinzie were the children of loving and nurturing parents. They spread much joy throughout their comparatively short lives and leave to celebrate their example many who loved them deeply: their mother, Vanessa Jackson; fathers, Bernard Johnson and Kevin Phipps, Sr.; five sisters, Teneshia Jackson, Alexis Jackson, Iris Johnson, Jade Johnson and Deana Phipps; four brothers, Keith Jeremy Lightfoot, Brandon Johnson, Jacob Johnson and Kevin Phipps, Jr.; seven aunts, TrINETTE, Lucille (Elbert), Arceola (Jim), Hattie, Lisa, Margie and Joanna (Homer); three uncles, Leonard (Natie), Lamar and Willie (Martha) Jackson; grandparents, Virgie (Robert) Hollis, Vivian Johnson; god parents, Wayne and Tonita Walker, Steve Blueford, Keith Lightfoot, Sr., Franklin Turner and Cynthia Smith; 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 sixth day of February, 2002 A.D., do hereby express our sorrow on the passing of Nicodemus Prince Phipps and Ryan McKinzie Johnson, and extend to their family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Nicodemus Prince Phipps and Ryan McKinzie Johnson.

TRIBUTE TO LATE SISTER BENITA L. THOMAS.

WHEREAS, God in His infinite wisdom and judgment has called to her eternal reward Sister Benita L. Thomas, beloved citizen and friend, Thursday, December 13, 2001; and

WHEREAS, The Chicago City Council has been informed of her transition by The Honorable Anthony Beale, Alderman of the 9th Ward; and

WHEREAS, Sister Benita L. Thomas was the second child of the late Mr. and Mrs. Solomon Jackson; and

WHEREAS, Sister Benita was joined in holy matrimony in 1967 to Robert Thomas, who will miss her dearly; and

WHEREAS, Sister Benita L. Thomas was a vital and active member in her church where she served as president of Pastor's Aid; and

WHEREAS, Sister Benita L. Thomas was a dedicated teacher in the Chicago Public Schools system for over twenty years. She earned her bachelor's degree in education from the Chicago Teachers College and her master's degree in education from National-Louis University in Evanston, Illinois; and

WHEREAS, Sister Benita L. Thomas reached out to touch many and typified the strength and solidity of family life. She leaves to celebrate her accomplishments and cherish her memory two sons, Robert Thomas III and Christopher A. Thomas; one daughter-in-law, Lena Thomas; sister, Alfreda Fleming; grandchildren; nieces; nephews; 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 sixth day of February, 2002 A.D., do hereby express our sorrow on the passing of Sister Benita L. Thomas 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 Sister Benita L. Thomas.

CONGRATULATIONS EXTENDED TO REVEREND DR. ISAAC L. FLOYD
ON TENTH ANNIVERSARY AS PASTOR OF GREATER
NEW MOUNT EAGLE BAPTIST CHURCH.

WHEREAS, The Reverend Dr. Isaac L. Floyd moved from his native Arkansas to Chicago in January, 1992 to serve as pastor of Greater New Mount Eagle Baptist Church on Chicago's great south side, and is thus in celebration of his tenth anniversary there; and

WHEREAS, The Reverend Dr. Isaac L. Floyd was educated in Arkansas and Texas, holding a B.A. from the University of Arkansas, an M.A. from East Texas State University and a Doctor of Theology at Andersonville Baptist Seminary; and

WHEREAS, Prior to coming to Chicago, The Reverend Dr. Isaac L. Floyd taught and pastored in Arkansas and Texas for many years. As inspired and inspiring a teacher as he is a religious leader, he has most recently taught five years at Chicago Baptist Institute; and

WHEREAS, In the ten years of Dr. Floyd's leadership, Greater New Mount Eagle Baptist Church has become noted for a variety of new ministries and programs, and has increased its congregation by one thousand. In addition, the church building has undergone a series of noticeable improvements; and

WHEREAS, The Reverend Dr. Isaac L. Floyd celebrates this festive occasion with his lovely wife of thirty-four years, Shirley A. Savage-Floyd, with their four wonderful daughters and four grandchildren, and with his extended family at Greater New Mount Eagle Baptist Church; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this sixth day of February, 2002 A. D., do hereby express our gratitude and our congratulations to The Reverend Dr. Isaac L. Floyd on his tenth anniversary as pastor of Greater New Mount Eagle Baptist Church and 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. Isaac L. Floyd.

Presented By

ALDERMAN BALCER (11th Ward):

**CONGRATULATIONS EXTENDED TO FIFTH GRADE CLASS OF
MCKINLEY PARK CATHOLIC SCHOOL ON COMPLETION
OF DRUG ABUSE RESISTANCE EDUCATION PROGRAM.**

WHEREAS, The members of the City Council of the City of Chicago recognize that the fifth grade students of McKinley Park Catholic School have diligently completed

training under the aegis of the Cook County Sheriff Michael Sheahan's Drug Abuse Resistance Education program (D.A.R.E.); and

WHEREAS, The increasing pressure from undesirable social factors has the potential to lead today's youth astray, thus programs like D.A.R.E. are necessary to provide students with the knowledge, self-esteem and strength of character to resist such pressure; and

WHEREAS, The students have benefited from the positive classroom environment maintained by their teacher, Mrs. Mary Barkman, their principal, Mrs. Barbara Waller, and their D.A.R.E. program instructor, Officer Mary Jo Obrzut of the Chicago Police Department; and

WHEREAS, The fifth grade students of McKinley Park Catholic School have pledged to practice the D.A.R.E. principles of saying "No" to the use of illegal drugs, and "Yes" to the benefits of a good education; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago salute the following students from McKinley Park Catholic School's fifth grade class on their outstanding achievements:

Amber Belcik, Elisha Calderon, Jorge Gonzalez, Lauren Landeros, Ricardo Lucio, Agustin Martines, Irene Martinez, Martin Pelayo, Leticia Rangel and Johncarlo Saavedra; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the fifth grade class at McKinley Park Catholic School as a symbol of their fine work and bright future as young citizens of their community.

**CONGRATULATIONS EXTENDED TO FIFTH GRADE CLASS OF
SAINT GABRIEL SCHOOL ON COMPLETION OF DRUG
ABUSE RESISTANCE EDUCATION PROGRAM.**

WHEREAS, The members of the City Council of the City of Chicago recognize that the fifth grade students of Saint Gabriel School have diligently completed training under the aegis of the Cook County Sheriff Michael Sheahan's Drug Abuse Resistance Education program (D.A.R.E.); and

WHEREAS, The increasing pressure from undesirable social factors has the potential to lead today's youth astray, thus programs like D.A.R.E. are necessary to provide students with the knowledge, self-esteem and strength of character to resist such pressure; and

WHEREAS, The students have benefited from the positive classroom environment maintained by their teacher, Miss Renea Mucha, their principal, Mr. John Prevost, and their D.A.R.E. program instructor, Officer Mary Jo Obrzut of the Chicago Police Department; and

WHEREAS, The fifth grade students of Saint Gabriel Elementary School have pledged to practice the D.A.R.E. principles of saying "No" to the use of illegal drugs, and "Yes" to the benefits of a good education; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago salute the following students from Saint Gabriel Elementary School's fifth grade class on their outstanding achievements:

Meg-Lorette Babuskow, Katelyn Bailey, Caitlin Barrett, Tim Beyer, Timothy Bossard, Holly Carroll, Alyse Cruz, William Ensworth, Noreen Griffin, Timothy Houghton, Mary Fran Kerwin, Erin Kilroy, Kelly King, Michael Martin, Allison Morrissey, Michael Muench, Colleen Rowland, Patrick Setina, Ceili Singleton, Brittany Toolis, Jessica Ward and Tiffany Whitworth; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the fifth grade class at Saint Gabriel Elementary School as a symbol of their fine work and bright future as young citizens of their community.

Presented By

ALDERMAN OLIVO (13th Ward):

TRIBUTE TO LATE MRS. CRISPINA AMARO.

WHEREAS, God in His infinite wisdom has called Crispina Amaro 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 John, dearest mother of Edward Moreno, Phyllis Velez and Theresa (Ralph) Orozco; cherished grandma of John, Jr. (Susanne), Paul (Kathleen) and Robert Velez, Jason, Jessica, Raphael, Jr. and the late Angelea Orozco and great-grandma of Christian, the late Elysia and the late Alex Valez; dear sister of Emmett (Sylvia) Yanez, Ventura (Bridget) Yanez, Francisca "Fran" (Salvador) Lopez, Leonard (Margie) Yanez, Henry (Esperanza) Yanez, Elvia (Felix) Diaz, Louie (Ginger) Yanez, the late Arnold (late Phyllis) Mendoza, the late Emilia (Dimas) Amaro, the late Lorenzo (Olivia) Yanez and the late Raul "Rudy" (late Lupe); aunt of many nieces and nephews, Crispina Amaro 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 sixth day of February, 2002, do hereby express our sorrow on the death of Crispina Amaro 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 Crispina Amaro.

TRIBUTE TO LATE MRS. CAROL BALICKI

WHEREAS, God in His infinite wisdom has called Carol Balicki 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 Theodore; loving mother of Joan (late Donald, Sr.) Hamann and Theodore John (Marilyn) Balicki, Sr.; cherished grandmother of Donald, Jr. (Liz) Hamann, Mark (Cynthia) Hamann and Theodore John Balicki, Jr.; great-grandmother of Kyle, Haley and Carley Hamann; dear sister of Agnes (Sylvester) Pawlak and six other brothers and sisters who proceeded her in death; and many nieces and nephews, Carol Balicki 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 sixth day of February, 2002, do hereby express our sorrow on the death of Carol Balicki 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 Carol Balicki.

TRIBUTE TO LATE MRS. MABEL P. BYKOWSKI.

WHEREAS, God in His infinite wisdom has called Mabel P. Bykowski 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 Stanley; dearest mother of Marilyn Bykowski and Tom (Anne) Bykowski; cherished grandmother of Mary Ellen, Beth and Tom; dearest sister of Wanda Sobon and Irene Gall, Mabel P. Bykowski 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 sixth day of February, 2002, do hereby express our sorrow on the death of Mabel P. Bykowski 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 Mabel Bykowski.

TRIBUTE TO LATE MR. ELMER J. CORBETT.

WHEREAS, God in His infinite wisdom has called Elmer J. Corbett to his eternal reward; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Frank J. Olivo, and

WHEREAS, The beloved husband of sixty-eight years to the late Marie H.; loving father of five, James (Betty) (Darlene), Helen Meloy, Michael (Harriet), Lorraine (Oz) Schoenstadt and Terry (Vicki) Corbett; dear grandfather of thirteen; great-

grandfather of ten; dear brother of the late Edward Corbett; and fond uncle to many nieces and nephews, Elmer J. Corbett 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 sixth day of February, 2002, do hereby express our sorrow on the death of Elmer J. Corbett 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 Elmer J. Corbett.

TRIBUTE TO LATE MRS. JEAN S. DIMITRI.

WHEREAS, God in His infinite wisdom has called Jean S. Dimitri to her eternal reward; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Frank J. Olivo; and

WHEREAS, The beloved wife of Leon; aunt, great aunt and great-great aunt of many nieces and nephews, Jean S. Dimitri 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 sixth day of February, 2002, do hereby express our sorrow on the death of Jean S. Dimitri 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 Jean S. Dimitri.

TRIBUTE TO LATE MR. GEORGE J. EGAN.

WHEREAS, God in His infinite wisdom has called George J. Egan to his eternal

reward; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Frank J. Olivo; and

WHEREAS, The beloved husband of the late Dorothy; loving father of James; dearest grandfather of Michael and Paul, George J. Egan 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 sixth day of February, 2002, do hereby express our sorrow on the death of George J. Egan 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 George J. Egan.

TRIBUTE TO LATE MRS. MARY B. ESPOSITO.

WHEREAS, God in His infinite wisdom has called Mary B. Esposito to her eternal reward; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Frank J. Olivo; and

WHEREAS, The beloved wife of Humbert P. Esposito; loving mother of Sandra (William) Folsom and Debra (James) Meador; cherished grandmother of Laura (Fernando) Folsom Guerrero, Jeff and Melissa Folsom and Jimmy and Nicole Meador; dear great-grandmother of Tyler Guerrero; fond sister of the late Bill and Frank Zbroskewich; and dear aunt of Bill, Faye and Billy Zbroskewich, Mary B. Esposito 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 sixth day of February, 2002, do hereby express our sorrow on the death of Mary B. Esposito 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 B. Esposito.

TRIBUTE TO LATE MRS. CATHERINE V. JEROZAL.

WHEREAS, God in His infinite wisdom has called Catherine V. Jerozal to her eternal reward; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Frank J. Oliver; and

WHEREAS, The beloved wife of the late Robert C. Jerozal, Sr.; devoted mother of Jacqueline (late Wallace) Olson, Robert C., Jr., William (Judith), Mary Kay (Joseph) Cassata, Cynthia Jerozal, Denise (Scott) Lee and the late Sharon Elliott Conn; loving grandmother of nineteen, great-grandmother of nineteen; fond sister of Mary Ledesma, Monica Rutkowski, Joseph (Barbara) Flamm and the late Francis, late John (Mary Rose) Flamm and the late Thomas (Eleanor) Flamm; and dear aunt of many nieces and nephews, Catherine V. Jerozal 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 sixth day of February, 2002, do hereby express our sorrow on the death of Catherine V. Jerozal 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 Catherine V. Jerozal

TRIBUTE TO LATE MR. LAWRENCE E. KEELEY.

WHEREAS, God in His infinite wisdom has called Lawrence E. Keeley to his eternal reward, and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Frank J. Oliver; and

WHEREAS, The beloved husband of Helene; loving father of Daniel, James and Lou; cherished son of Mary and the late Warren; dear brother of Mike (Therese) and Eddie (Anne); fond brother-in-law of Joe (Sharon) Nagy and Ed (Candy) Mathias; dear uncle of many nieces and nephews; and dear companion of Curly, Lawrence E. Keeley 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 sixth day of February, 2002, do hereby express our sorrow on the death of Lawrence E. Keeley 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 Lawrence E. Keeley.

TRIBUTE TO LATE MRS. HELEN V. KUPSKI.

WHEREAS, God in His infinite wisdom has called Helen V. Kupski 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 Anthony; cherished daughter of the late Vincent and Victoria; and loving sister of Joseph and Leo (Nancy) Wysocki, Helen V. Kupski 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 sixth day of February, 2002, do hereby express our sorrow on the death of Helen V. Kupski 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 Helen V. Kupski.

TRIBUTE TO LATE MR. JOHN R. MAKI.

WHEREAS, God in His infinite wisdom has called John R. Maki 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 son of Stanley and Mary; loving brother of Christopher (Diane), Grace and Jennifer (Tony) Dennis; and nephew, cousin and friend to many, John R. Maka 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 sixth day of February, 2002, do hereby express our sorrow on the death of John R. Maka 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 R. Maka.

TRIBUTE TO LATE MR. STEPHEN G. MUSSATTI.

WHEREAS, God in His infinite wisdom has called Stephen G. Mussatti to his eternal reward; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Frank J. Olivo; and

WHEREAS, The beloved husband of the late Matilda "Tillie"; devoted son of Constance Krystoszek; loving father of Linda Netecke, Judy (Charles) Cislo, Janet (Frank) Sarno; fond grandfather of Michelle Randazzo, Kimberly (Tim) Byczek and Gina Famiglietti; dear great-grandfather of Jessica and Timothy; and fond uncle of many nieces and nephews, Stephen G. Mussatti 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 sixth day of February, 2002, do hereby express our sorrow on the death of Stephen G. Mussatti 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 Stephen G. Mussatti.

TRIBUTE TO LATE MRS. MARGARET RAMIREZ.

WHEREAS, God in His infinite wisdom has called Margaret Ramirez to her eternal reward; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Frank J. Olivo; and

WHEREAS, The devoted daughter of Juana and Jose Perez; loving sister of Victor (Connie), Lupe, Esther (Henry) Rodriguez, Richard (Manuella) Estranda, George (Rosalie), Tony Perez, the late Mario, Peter, Nick, Mike Estrada, Jenny Lopez and Lydia Lara; devoted companion of the late Ruben Hernandez; also many nieces and nephews and cousins, Margaret Ramirez 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 sixth day of February, 2002, do hereby express our sorrow on the death of Margaret Ramirez and extend to her family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Margaret Ramirez.

TRIBUTE TO LATE MR. JOSEPH SALERNO.

WHEREAS, God in His infinite wisdom has called Joseph Salerno to his eternal reward; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Frank J. Olivo; and

WHEREAS, The beloved husband of Ann; loving father of Joseph L.; dear brother of many; and fond uncle of many, Joseph Salerno 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 sixth day of February, 2002, do hereby express our sorrow on the death of Joseph Salerno 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 Joseph Salerno.

CONGRATULATIONS EXTENDED TO MRS. DOLORES DOWNEY
ON EIGHTIETH BIRTHDAY.

WHEREAS, Dolores Downey will celebrate her eightieth birthday on March 7, 2002; and

WHEREAS, The Chicago City Council has been informed of this momentous occasion by Alderman Frank J. Olivo; and

WHEREAS, Dolores Downey is the beloved wife of the late Robert (Gene) Downey; fond mother of David, Mary Ann, Colleen and Bill; devoted grandmother of eleven; and great-grandmother of twelve; and

WHEREAS, Dolores, who was the eldest of twelve brothers and sisters, has devoted her life to making others happy, and that fact is shown in the love and devotion of many family and friends; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this sixth day of February, 2002, do hereby congratulate Dolores Downey on the occasion of her eightieth birthday and wish her many more happy years to come; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Dolores Downey.

*CONGRATULATIONS EXTENDED TO MR. WILLIAM AND MRS. HELEN
HENRY ON SEVENTIETH WEDDING ANNIVERSARY.*

WHEREAS, William and Helen Henry have celebrated their seventieth wedding anniversary on August 11, 2001; and

WHEREAS, The Chicago City Council has been informed of this grand occasion by Alderman Frank J. Olivo; and

WHEREAS, May William and Helen's strong example of love and devotion to 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 sixth day of February, 2002, do hereby congratulate William and Helen on this special time of their lives together and we also wish them and their family many more years of happiness; and

Be It Further Resolved, That a suitable copy of this resolution be presented to William and Helen Henry.

*CONGRATULATIONS EXTENDED TO MRS. NORA REYES
ON RECEIPT OF RINGSIDE'S NATIONAL
WOMEN'S GOLDEN GLOVE.*

WHEREAS, Nora Reyes has become the Champion of The Ringside's National Women's Golden Glove on August 11, 2001; and

WHEREAS, The Chicago City Council has been informed of this outstanding achievement by Alderman Frank J. Olivo; and

WHEREAS, Nora is commended for this outstanding honor and her commitment to her training, community and family; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this sixth day of February, 2002, do hereby congratulate Nora Reyes on this achievement, and we also wish Nora many more years of success and happiness; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Nora Reyes.

**CONGRATULATIONS EXTENDED TO MR. LEROY AND MRS. ALBINA
SCHALANSKY ON SIXTIETH WEDDING ANNIVERSARY.**

WHEREAS, Leroy and Albina Schalansky have celebrated their sixtieth wedding anniversary on November 29, 2001; and

WHEREAS, The Chicago City Council has been informed of this grand occasion by Alderman Frank J. Olivo; and

WHEREAS, May Leroy and Albina's strong example of love and devotion to 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 sixth day of February, 2002, do hereby congratulate Leroy and Albina on this special time of their lives together and we also wish them and their family many more years of happiness; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Leroy and Albina Schalansky.

Presented By

ALDERMAN BURKE (14th Ward):

TRIBUTE TO LATE MR. LESTER J. ANIXTER.

WHEREAS, Lester J. Anixter has been called to eternal life by the wisdom of God at the age of eighty; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, A widely respected philanthropist and business leader, Lester J. Anixter was the chairman of the board of Englewood Electrical Supply Company of Chicago; and

WHEREAS, Lester J. Anixter helped to establish the Lester J. and Rosalie Anixter Center, which assists people with disabilities in Detroit and Chicago; and

WHEREAS, Lester J. Anixter generously supported the Jewish Federation of Chicago, Children's Memorial Hospital and Rush Presbyterian Hospital, where he helped to create a chair in nephrology, the study of kidneys; and

WHEREAS, During World War II, Lester J. Anixter bravely served his country as a lieutenant in the United States Army Air Corps; and

WHEREAS, Lester J. Anixter will be keenly missed and fondly remembered by his family members, friends and all who benefitted from his life of kindness, humor and wisdom; and

WHEREAS, To his wife, Muriel, and his three stepchildren, Caryl Noble, Marcy Brown and Michael Kirchheimer; his brother, Edward F. Anixter; and his six grandchildren, Lester J. Anixter 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 sixth day of February, 2002, do hereby commemorate Lester J. Anixter for his grace-filled life and do hereby express our condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Lester J. Anixter.

TRIBUTE TO LATE MR. MAX G. BRONNER.

WHEREAS, Max G. Bronner 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, A prominent philanthropist and business leader, Max G. Bronner was the former president and chief executive officer of New York-based Evy Footwear Company, one of the largest privately-owned shoe manufacturers in the nation; and

WHEREAS, Born in Czechoslovakia and raised in Vienna, Max G. Bronner attended the University of Vienna Medical School, before fleeing the Nazis in 1939; and

WHEREAS, Max G. Bronner attended business and law schools at Ohio State University and moved to New York City in 1945, where he worked in the shoe business for more than thirty years; and

WHEREAS, In 1988, Max G. Bronner moved with his wife, Frances, to Chicago to be near their sons; and

WHEREAS, Throughout his years in New York and Chicago, Max G. Bronner was active in Jewish and charitable causes, serving in a wide variety of highly visible positions of leadership and responsibility; and

WHEREAS, Max G. Bronner was a founder of Yeshiva University's Albert Einstein College of Medicine, where his donations aided cancer research; and

WHEREAS, In 1977, Max G. Bronner was elected to the board of directors of the United Jewish Appeal of Greater New York; and

WHEREAS, Max G. Bronner was a member of Chicago's Lake Shore Drive Synagogue and Beth David Synagogue in Coral Gables, Florida; and

WHEREAS, An individual who was widely admired for his optimistic spirit, deep strength of character and unwavering loyalty toward others, Max G. Bronner will be keenly missed and fondly remembered by his family members, friends and all who benefitted from his life of kindness, humor and wisdom; and

WHEREAS, To his loving and devoted wife, Frances; his two sons, David and Abraham; and his four adoring grandchildren, Max G. Bronner 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 sixth day of February, 2002, do hereby commemorate Max G. Bronner for his grace-filled life and do hereby express our condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Max G. Bronner.

TRIBUTE TO LATE HONORABLE MARK PHILIP COLLOR.

WHEREAS, The Honorable Mark Philip Collor has been called to eternal life by the wisdom of God at the age of eighty-seven; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, The Honorable Mark Philip Collor operated the widely popular Petersen Classic Bowling Tournament in Chicago and served as an elected official in west suburban River Forest; and

WHEREAS, A native of Chicago, The Honorable Mark Philip Collor attended Northwestern University, where he met the former Lois Peterson; and

WHEREAS, The couple married in 1936 and The Honorable Mark Philip Collor became the son-in-law of Louis Petersen, the founder of the bowling tournament that bears his name; and

WHEREAS, By the time The Honorable Mark Philip Collor joined the tournament, it was drawing thousands of bowlers annually to the family's lanes near Archer Avenue and 35th Street; and

WHEREAS, In 1965, The Honorable Mark Philip Collor took over the Petersen Classic, which drew more than ten thousand bowlers a year to compete for ever-larger purses; and

WHEREAS, The Honorable Mark Philip Collor launched the Hard Rock Maple Ten Pin Company, a manufacturer of high-quality bowling pins and operated a sporting goods store near the family's bowling alley; and

WHEREAS, A former resident of River Forest, The Honorable Mark Philip Collor was an active and valued member of his community; and

WHEREAS, The Honorable Mark Philip Collor was elected town clerk of River Forest and served on village commissions; and

WHEREAS, The Honorable Mark Philip Collor will be dearly missed by his many relatives, friends and neighbors; and

WHEREAS, To his son, Mark; his daughter, Robin Shore; his three grandchildren; and his two great-grandchildren, The Honorable Mark Philip Collor 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 sixth day of February, 2002, do hereby commemorate The Honorable Mark Philip Collor for his grace-filled life and do hereby express our condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of The Honorable Mark Philip Collor.

TRIBUTE TO LATE HONORABLE DANIEL DREW.

WHEREAS, The Honorable Daniel Drew has been called to eternal life by the wisdom of God at the age of fifty-three; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, The Honorable Daniel Drew was a longtime political figure and newly-elected mayor of Waukegan whose leadership and vision brought a renewed quality of life and economic vitality to the community; and

WHEREAS, The Honorable Daniel Drew was elected mayor of Lake County's largest community in April of 2001 on a platform of reviving Waukegan's lakefront and ailing downtown; and

WHEREAS, The Honorable Daniel Drew had won approval in November, 2001, to purchase approximately sixty acres of land along Lake Michigan to be set aside for recreational purposes; and

WHEREAS, The Honorable Daniel Drew had also recently won city council approval to hire an architect to oversee a \$15 Million renovation of the Genesee Theater, a 1927 movie house, in a move aimed at spurring further economic development; and

WHEREAS, Supporters and admirers of The Honorable Daniel Drew argue that he did more to improve the community in his short tenure than any Waukegan mayor had accomplished in decades; and

WHEREAS, The Honorable Daniel Drew was elected mayor after previously serving eight years as city treasurer and as director of finance for the Waukegan Park District; and

WHEREAS, The Honorable Daniel Drew was an able and dedicated public servant who will be dearly missed by his many relatives, friends and neighbors; and

WHEREAS, To his loving and devoted wife, Peggy, and his four children, The Honorable Daniel Drew 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 sixth day of February, 2002, do hereby commemorate The Honorable Daniel Drew for his grace-filled life and do hereby express our condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of The Honorable Daniel Drew.

*TRIBUTE TO LATE HONORABLE JOANNE ADELAIDE
DU BANE ANDREWS.*

WHEREAS, The Honorable Joanne Adelaide DuBane Andrews 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 her passing by Alderman Edward M. Burke; and

WHEREAS, The Honorable Joanne Adelaide DuBane Andrews was a longtime resident of Wilmette and a former trustee of the near north suburb; and

WHEREAS, A native of Evanston, The Honorable Joanne Adelaide DuBane Andrews became immersed in Wilmette civic life in the early 1970s; and

WHEREAS, The Honorable Joanne Adelaide DuBane Andrews led a movement as president of the Wilmette Historical Society to save a historic depot and oversaw three editions of "*Wilmette: A History*"; and

WHEREAS, A prominent voice for tax reform in Cook County, The Honorable Joanne Adelaide DuBane Andrews helped to found the Wilmette Tax Action Group and served on a special committee on property tax reform; and

WHEREAS, The Honorable Joanne Adelaide DuBane Andrews served on the Wilmette Village Board from 1989 to 1997 and was named the village's Citizen of the Year in 1997; and

WHEREAS, The Honorable Joanne Adelaide DuBane Andrews was co-owner and president of DuBane's Print Shop, a commercial printer located in downtown Chicago; and

WHEREAS, The Honorable Joanne Adelaide DuBane Andrews will be dearly missed by her many relatives, friends and neighbors; and

WHEREAS, To her loving and devoted husband, David; her two daughters, Kathe and Amy; her son, Dana, and her two grandchildren, The Honorable Joanne Adelaide DuBane Andrews 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 sixth day of February, 2002, do hereby commemorate The Honorable Joanne Adelaide DuBane Andrews for her grace-filled life and do hereby express our condolences to her family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of The Honorable Joanne Adelaide DuBane Andrews.

TRIBUTE TO LATE MR. FRANCIS S. GABRESKI.

WHEREAS, Francis S. Gabreski 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, Francis S. Gabreski was an American fighter pilot and war ace who later ran the Long Island Railroad, the nation's busiest commuter line; and

WHEREAS, One of five children born to Polish immigrants, Francis S. Gabreski was raised in Oil City, Pennsylvania and attended Notre Dame University; and

WHEREAS, By his sophomore year, Francis S. Gabreski had become enthralled with flying and left college to join the United States Army Air Corps; and

WHEREAS, Francis S. Gabreski completed the cadet program and graduated from basic training in 1941 as a second lieutenant; and

WHEREAS, During World War II, Francis S. Gabreski volunteered to join a Polish fighter unit attached to the Royal Air Force and completed approximately two dozen missions with Polish pilots over Europe; and

WHEREAS, Francis S. Gabreski later served his country in the United States 56th Fighter Group in Britain and became the number one American air ace of the war as of July 5, 1944, when he shot down his twenty-eighth plane; and

WHEREAS, By the end of World War II, only three American pilots had eclipsed Francis S. Gabreski's total; and

WHEREAS, Francis S. Gabreski was captured in late July of 1944 after crash-landing near Koblenz, Germany, on what was to have been his last mission, and spent ten months as a prisoner of war; and

WHEREAS, After returning home, Francis S. Gabreski married Catherine Cochran on June 11, 1945 and worked briefly for Douglas Aircraft; and

WHEREAS, Francis S. Gabreski rejoined the military and returned to action during the Korean War, also becoming an ace in that conflict and serving as the commander of the 51st Fighter Wing; and

WHEREAS, In June of 1952, Francis S. Gabreski returned to the United States and held executive positions with Grumman Aerospace until August of 1978, when he was named president of the Long Island Railroad; and

WHEREAS, A resident of Dix Hills, New York, Francis S. Gabreski will be dearly missed by his many relatives, friends and neighbors; and

WHEREAS, To his loving and devoted family, Francis S. Gabreski 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 sixth day of February, 2002, do hereby commemorate Francis S. Gabreski for his grace-filled life and do hereby express our condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Francis S. Gabreski.

TRIBUTE TO LATE REVEREND CHARLES HOMER GIBLIN.

WHEREAS, The Reverend Charles Homer Giblin has been called to eternal life by the wisdom of God at the age of seventy-three; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, A highly respected member of the religious community, The Reverend Charles Homer Giblin was a Jesuit priest who taught theology for thirty-four years; and

WHEREAS, The Reverend Charles Homer Giblin was born in Chicago and lived on the north side until he was ten years old, when his family moved to Elmhurst; and

WHEREAS, Throughout much of his youth, The Reverend Charles Homer Giblin returned to Chicago's north side to attend classes at Loyola Academy, where he concentrated on the study of Latin; and

WHEREAS, In 1945, The Reverend Charles Homer Giblin entered the Jesuit novitiate in Milford, Ohio; and

WHEREAS, An individual blessed with a keen intellect and a great desire for learning, The Reverend Charles Homer Giblin earned a bachelor's degree in Latin and a master's degree in Greek from Loyola University Chicago, and teaching degrees in philosophy and theology from old West Baden College in Indiana; and

WHEREAS, The Reverend Charles Homer Giblin taught theology in Jesuit schools in Illinois, Michigan and Ohio before joining the faculty at Fordham University in New York City; and

WHEREAS, The Reverend Charles Homer Giblin was particularly interested in the New Testament, especially the teachings of Saint Paul and Saint John; and

WHEREAS, The Reverend Charles Homer Giblin will be dearly missed and fondly remembered by his many former colleagues and students for his holiness, humility and compassion; and

WHEREAS, To his devoted sister, Mary Gertrude, The Reverend Charles Homer Giblin 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 sixth day of February, 2002, do hereby commemorate The Reverend Charles Homer Giblin for his grace-filled life and do hereby express our condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of The Reverend Charles Homer Giblin.

TRIBUTE TO LATE MR. ALFRED GLASSER.

WHEREAS, Alfred Glasser has been called to eternal life by the wisdom of God at the age of seventy; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, Alfred Glasser was a retired education director at the Lyric Opera and a prominent member of Chicago's arts community; and

WHEREAS, A native of Detroit, Michigan, Alfred Glasser earned degrees from Wayne State University and the University of Michigan in romance languages and literature; and

WHEREAS, Alfred Glasser began his career at the Lyric Opera in 1964 as a ticket department employee and rose through the ranks to a full-time writer for the donor magazine, *Lyric Opera News*, and later, as education director; and

WHEREAS, Alfred Glasser's career as an arts educator and frequent lecturer included innovations such as founding the Lyric Opera Lecture Corps, booking backstage tours for students and creating the Opera in the Classroom and Opera in the Neighborhoods programs; and

WHEREAS, Following his retirement in 1996, Alfred Glasser was chairman of the board of Alliance Francaise of Chicago, a French cultural group; and

WHEREAS, Alfred Glasser was named Chevalier of the French Order of Letters in 1996 to honor his service to French culture; and

WHEREAS, Alfred Glasser will be dearly missed by his many relatives, friends and neighbors; and

WHEREAS, To his two brothers, Steve and Donald, Alfred Glasser 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 sixth day of February, 2002, do hereby commemorate Alfred Glasser for his grace-filled life and do hereby express our condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Alfred Glasser.

TRIBUTE TO LATE DR. OLGA MUNK HARING.

WHEREAS, Dr. Olga Munk Haring has been called to eternal life by the wisdom of God at the age of eighty-four; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Edward M. Burke; and

WHEREAS, A retired physician and educator, Dr. Olga Munk Haring was the first female professor of medicine at Northwestern University Medical School; and

WHEREAS, A forty-five year resident of north suburban Evanston, Dr. Olga Munk Haring began working at Northwestern University Medical School in 1956 in cardiac research; and

WHEREAS, After serving as a resident, Dr. Olga Munk Haring became a member of the hospital staff in the 1960s, taught clinical medicine to students and retired in 1997; and

WHEREAS, Dr. Olga Munk Haring's research work included studies on aspirin and heart disease, computerized medical records and cardiac malformations; and

WHEREAS, Dr. Olga Munk Haring also generously volunteered her skills as a physician in many clinics around the City of Chicago and her ability to speak several languages was very helpful to her patients in Hispanic communities; and

WHEREAS, Throughout her long and illustrious career, Dr. Olga Munk Haring enriched the minds and mentored the spirits of countless medical students; and

WHEREAS, Dr. Olga Munk Haring was an individual of great integrity, kindness and compassion, who will be dearly missed by her many relatives, friends and neighbors; and

WHEREAS, To her devoted daughter, Claire, and her two grandchildren, Dr. Olga Munk Haring 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 sixth day of February, 2002, do hereby commemorate Dr. Olga Munk Haring for her grace-filled life and do hereby express our condolences to her family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Dr. Olga Munk Haring.

TRIBUTE TO LATE MR. WILLIAM E. HARTIGAN.

WHEREAS, William E. Hartigan has been called to eternal life by the wisdom of God at the age of seventy-five; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, Born on April 3, 1926 in the City of Chicago, William E. Hartigan was the loving husband of Jean, nee Graver; and

WHEREAS, A highly respected member of the business community, William E. Hartigan was the founder of Hartigan Chevrolet and Heritage Cadillac; and

WHEREAS, William E. Hartigan's success started in 1950, when he joined his father, William J., in founding their first automobile dealership, Hartigan Chevrolet on South Halsted Street in Chicago, moving it a year later to South Racine Avenue; and

WHEREAS, The Hartigans eventually sold the dealership, but the success that they enjoyed allowed them to build Heritage Cadillac on Roosevelt Road in Lombard; and

WHEREAS, The expansive facility opened in 1962 and is still owned and operated by the family; and

WHEREAS, William E. Hartigan was an individual of intelligence, character and compassion who led a full life; and

WHEREAS, William E. Hartigan was an individual of great integrity, warmth and compassion, who will be dearly missed by his many relatives, friends and admirers; and

WHEREAS, To his loving and devoted wife, Jean; his two sons, William J. and Thomas J.; his daughter, Nancy Acker; his brother, James D.; his two sisters, Kathleen Connelly and Coleen Dolan; and his five grandchildren, William E. Hartigan 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 sixth day of February, 2002, do hereby commemorate William E. Hartigan for his grace-filled life and do hereby express our condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of William E. Hartigan.

TRIBUTE TO LATE MR. RICHARD KING.

WHEREAS, Richard King 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, Richard King was a retired regional vice president of the United Negro College Fund; and

WHEREAS, A native of Forrest City, Arkansas, Richard King graduated from Philander Smith College in 1954 and was a valued member of Alpha Phi Alpha fraternity; and

WHEREAS, Richard King moved to Chicago where he would later run the Chicago office as area director of the United Negro College Fund and greatly increase donations to the fund from the Midwest; and

WHEREAS, During his twenty-four year tenure, Richard King increased donations from Four Hundred Thousand Dollars to Four Million Dollars; and

WHEREAS, Richard King's tireless work enabled many young African Americans to go to college; and

WHEREAS, The United Negro College Fund is a national fund which is shared among thirty-nine historically African American colleges; and

WHEREAS, Richard King served for ten years as a trustee of Philander Smith College; and

WHEREAS, Richard King will be dearly missed by his many relatives, friends and neighbors; and

WHEREAS, To his loving mother, Emma Ballou and his daughter, Lori, Richard King 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 sixth day of February, 2002, do hereby commemorate Richard King for his grace-filled life and do hereby express our condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Richard King.

TRIBUTE TO LATE MR. FRANCIS J. KLIMLEY.

WHEREAS, Francis J. Klimley has been called to eternal life by the wisdom of God at the age of eighty-two; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, Francis J. Klimley was a prominent Chicagoan and a tireless fundraiser and patron of many worthwhile charitable and civic causes; and

WHEREAS, Born and raised in New York City, Francis J. Klimley graduated from Fordham University in the Bronx in 1942 and enlisted in the United States Marines; and

WHEREAS, During his final year of service, Francis J. Klimley was a member of President Franklin D. Roosevelt's security staff; and

WHEREAS, Francis J. Klimley played briefly for the Rochester Royals in the National Basketball Association before working for the Standard Oil Company and the J.P. Stevens Company, a textile manufacturer; and

WHEREAS, In the mid 1970s, Francis J. Klimley was the founder of F.J. Klimley & Associates, a commercial floor-covering business that expanded to include oriental rugs; and

WHEREAS, Francis J. Klimley was active in the Saddle & Cycle Club located on the north side of Chicago, where he was a former president and board member; and

WHEREAS, Francis J. Klimley was an individual of great kindness and generosity who will be dearly missed by his many relatives, friends and admirers; and

WHEREAS, To his loving and devoted wife, Nancy; his son, Brooks; his daughter, Lisa Malkin; and his six grandchildren, Francis J. Klimley 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 sixth day of February, 2002, do hereby commemorate Francis J. Klimley for his grace-filled life and do hereby express our condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Francis J. Klimley.

TRIBUTE TO LATE MONSIGNOR HARRY CORCORAN KOENIG.

WHEREAS, Monsignor Harry Corcoran Koenig 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, Monsignor Harry Corcoran Koenig was a former vicar of Lake County for the Roman Catholic Archdiocese of Chicago and a prominent church historian; and

WHEREAS, A native of the south side of Chicago, Monsignor Harry Corcoran Koenig was born to an Irish mother and a German father; and

WHEREAS, Monsignor Harry Corcoran Koenig grew up near Jackson Park, attended Saint Cyril's High School and Quigley Seminary in Chicago, and was ordained to the priesthood in September of 1932; and

WHEREAS, Monsignor Harry Corcoran Koenig completed his doctorate in theology at Saint Mary of the Lake Seminary in Mundelein; and

WHEREAS, Monsignor Harry Corcoran Koenig did his post-doctorate work in Rome from 1934 to 1935 and then served for twenty years as librarian of Saint Mary of the Lake Seminary; and

WHEREAS, Monsignor Harry Corcoran Koenig was assigned to Sacred Heart parish on Chicago's south side in 1955 and moved to Saint Joseph parish in Libertyville in 1967; and

WHEREAS, In 1968, Archbishop John Cardinal Cody named Monsignor Harry Corcoran Koenig as the vicar of Lake County; and

WHEREAS, To his fellow priests and his many friends and admirers, Monsignor Harry Corcoran Koenig 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 sixth day of February, 2002, do hereby commemorate Monsignor Harry Corcoran Koenig for his grace-filled life and do hereby express our condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Monsignor Harry Corcoran Koenig.

TRIBUTE TO LATE MRS. ENID LONG.

WHEREAS, Enid Long 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 her passing by Alderman Edward M. Burke; and

WHEREAS, A resident of the Gold Coast, Enid Long was a prominent member of Chicago society and a woman of great grace, dignity and compassion; and

WHEREAS, Enid Long grew up in the Village of Glencoe, an exclusive community on the north shore, and graduated from New Trier High School in Winnetka; and

WHEREAS, Enid Long attended Sara Lawrence College before leaving school in 1952 to marry her childhood sweetheart, John Dreyfus; and

WHEREAS, John Dreyfus passed away five years later and in 1959, Enid Long married William Rivkin, a Chicago attorney, who served as United States Ambassador to Luxembourg and Senegal; and

WHEREAS, Following the death of William Rivkin in Senegal in 1967, Enid Long founded the Rivkin Award, presented annually by the American Foreign Service Association; and

WHEREAS, After marrying Dr. John Long, a prominent Chicago obstetrician, in 1971, Enid Long completed her bachelor's degree at Columbia College in 1973; and

WHEREAS, Together with Dr. John Long, Enid Long founded the American Refugee Committee, a group that helps relocate international refugees; and

WHEREAS, Starting in the early 1970s, the Longs provided medical care and assistance in Peru, Thailand, Cambodia and Africa; and

WHEREAS, Enid Long ably served on the Columbia College board of directors and also enjoyed a brief career in television as the host of the "A.M. Chicago" show on WLS-TV; and

WHEREAS, Enid Long will be dearly missed by her many relatives, friends and admirers; and

WHEREAS, To her husband, Dr. John; her two daughters, Laura Ledford and Julia Wheeler; her two sons, Robert Rivkin and Charles Rivkin; her sister, Joanne Alter; her ten grandchildren; her six stepchildren; her twenty-one stepgrandchildren; and her stepgreatgrandchild, Enid Long 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 sixth day of February, 2002, do hereby commemorate Enid Long for her grace-filled life and do hereby express our condolences to her family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Enid Long.

TRIBUTE TO LATE HONORABLE JOHN LOVE.

WHEREAS, The Honorable John Love 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 Honorable John Love was a former governor of the State of Colorado and the nation's energy czar under President Richard M. Nixon; and

WHEREAS, Born November 29, 1916, on a farm near Gibson City, Illinois, The Honorable John Love moved to Colorado Springs with his family as a young child; and

WHEREAS, The Honorable John Love earned his bachelor's degree and law degree from the University of Denver; and

WHEREAS, The Honorable John Love was a lawyer for the Colorado Public Utilities Commission before bravely serving his country as a pilot in the United State Navy during World War II; and

WHEREAS, A highly decorated veteran, The Honorable John Love was twice awarded the Distinguished Flying Cross for his service in the Pacific Theater of Operations; and

WHEREAS, The Honorable John Love was elected governor of the State of Colorado in 1962 and ably and honorably served in that high office until he resigned in 1973 to become President Richard M. Nixon's first energy czar; and

WHEREAS, After leaving the Nixon administration, The Honorable John Love returned to Colorado and remained active in law and politics; and

WHEREAS, The Honorable John Love will be deeply missed, but the memory of his character, intelligence and compassion will live on in those who knew and loved him; and

WHEREAS, To his loving and devoted family, The Honorable John Love 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 sixth day of February, 2002, do hereby commemorate The Honorable John Love for his grace-filled life and do hereby express our condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of The Honorable John Love.

TRIBUTE TO LATE MR. FRANK G. MARTIN, JR.

WHEREAS, Frank G. Martin, Jr. 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 his passing by Alderman Edward M. Burke and

WHEREAS, Frank G. Martin, Jr. managed the Chicago Port Authority from 1978 to 1983, earning a nationwide reputation for his leadership ability and administrative expertise; and

WHEREAS, In that important role of responsibility, Frank G. Martin, Jr. oversaw the design, construction and development of Iroquois Landing, the two thousand two hundred acre deep draft port on Lake Michigan; and

WHEREAS, The greatest pride of Frank G. Martin, Jr. was attracting quality jobs and new business to Chicago and other port cities throughout his long and successful career; and

WHEREAS, Frank G. Martin, Jr. was subsequently tapped to manage the Oregon International Port in Coos Bay, the largest forest products port on the West Coast; and

WHEREAS, Frank G. Martin, Jr. later returned to the Midwest and managed the Indiana Port Commission out of Indianapolis, Indiana; and

WHEREAS, Frank G. Martin, Jr. was hired early in his career by the late Mayor Richard J. Daley to direct the Model Cities Program, which offered social services to the public; and

WHEREAS, Frank G. Martin, Jr. was an individual of dry wit, abundant charm and unvarying kindness toward others who will be dearly missed by his many relatives, friends and neighbors; and

WHEREAS, To his loving and devoted wife, Mary; his two sons, James and Timothy; his daughter, Mary Ellen Namoff; his brother, Charles; his sister, Therese Cox; his former wife, Phylliss; and his six adoring grandchildren, Frank G. Martin, Jr. imparts a legacy of faithfulness, service and dignity; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this sixth day of February, 2002, do hereby commemorate Frank G. Martin, Jr. for his grace-filled life and do hereby express our condolences to his family; and

Be It Resolved, That a suitable copy of this resolution be presented to the family of Frank G. Martin, Jr.

TRIBUTE TO LATE MRS. MARY LOU MC ILRATH.

WHEREAS, Mary Lou McIlrath has been called to eternal life by the wisdom of God at the age of eighty-four; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Edward M. Burke; and

WHEREAS, Mary Lou McIlrath co-founded Dry Storage Corporation, a warehouse business near the old Chicago Stockyards that grew into a widely successful multi-million dollar corporation; and

WHEREAS, Now known as DSC Logistics, Inc., the Des Plaines-based company employs more than two thousand five hundred workers and provides warehousing and transportation services to manufacturers; and

WHEREAS, Mary Lou McIlrath quietly and generously contributed to suburban shelters for abused women through the Mary Lou Downs Foundation which she established in 1993; and

WHEREAS, Mary Lou McIlrath used her maiden name to make donations to numerous worthwhile causes, seeking neither recognition nor thanks; and

WHEREAS, Mary Lou McIlrath had suffered since 1966 from multiple sclerosis, and although the progressive disease worsened throughout the many intervening years, she always demonstrated a determination of spirit and a strong resolve to overcome barriers; and

WHEREAS, A resident of Park Ridge, Mary Lou McIlrath was an individual of great kindness and compassion who will be dearly missed by her many relatives, friends and neighbors; and

WHEREAS, To her daughter, Ann Drake; her sister, Dorothy Hughes; her two grandchildren; and her great-grandchild, Mary Lou McIlrath 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 sixth day of February, 2002, do hereby commemorate Mary Lou McIlrath for her grace-filled life and do hereby express our condolences to her family; and

Be It Further Resolved, That a copy of this resolution be presented to the family of Mary Lou McIlrath.

TRIBUTE TO LATE MR. BERNARD P. MC MAHON.

WHEREAS, Bernard P. McMahon has been called to eternal life by the wisdom of God at the age of seventy-eight; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, Bernard P. McMahon ably and honorably served the City of Oak Forest as a member of the Fire and Police Commission during the 1980s; and

WHEREAS, In that role, Bernard P. McMahon was among three commissioners charged with the responsibility of overseeing, hiring and promoting the city's Police Department and Fire Department; and

WHEREAS, The youngest of nine children born to Irish immigrants on the south side, Bernard P. McMahon graduated from Mount Carmel High School; and

WHEREAS, Bernard P. McMahon bravely served his country during World War II as a member of the United States Army and participated in the Normandy invasion on D-Day; and

WHEREAS, After returning home to Chicago, Bernard P. McMahon married the former Jean Courtney in 1947 and the couple settled on the south side, where they raised two daughters; and

WHEREAS, Bernard P. McMahon worked as a painting contractor and joined Cook County beginning in the 1960s; and

WHEREAS, By the late 1960s, Bernard P. McMahon was hired by Oak Forest Hospital as a painting foreman, a position he held for twenty years until his retirement; and

WHEREAS, A resident of Orland Park, Bernard P. McMahon was an individual of great integrity and wisdom who will be dearly missed by his many relatives, friends and neighbors; and

WHEREAS, To his two daughters, Colleen Laakson and Kathleen Franzen; his sister, Betty Burns; his five grandchildren; and his three great-grandchildren, Bernard P. McMahon 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 sixth day of February, 2002, do hereby commemorate Bernard P. McMahon for his grace-filled life and do hereby express our condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Bernard P. McMahon.

TRIBUTE TO LATE MS. VALARIE PATTERSON.

WHEREAS, Valarie Patterson has been called to eternal life by the wisdom of God at the age of fifty-five; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Edward M. Burke; and

WHEREAS, Valarie Patterson enjoyed a long and fruitful career in city, county and state government during which she worked closely with some of the Chicago area's most prominent and influential politicians; and

WHEREAS, Born and raised on the south side, Valarie Patterson attended Dunbar High School and worked for Michael Reese Hospital before embarking on a career in public service; and

WHEREAS, Valarie Patterson joined the Cook County Clerk's Office, where she ably and honorably served for fifteen years, before accepting a position as an executive secretary with Illinois Attorney General Roland Burris; and

WHEREAS, Valarie Patterson's distinguished tenure in government service brought her to the Chicago Park District and the City of Chicago; and

WHEREAS, While with the City of Chicago, Valarie Patterson served in the Department of Streets and Sanitation, the Mayor's Office and the Water Department; and

WHEREAS, Valarie Patterson was a popular figure who was widely admired by her many colleagues for her true professionalism and tireless dedication to duty; and

WHEREAS, An active and valued member of her community, Valarie Patterson was a neighborhood block club president; and

WHEREAS, Valarie Patterson will be dearly missed by her many relatives, friends and neighbors; and

WHEREAS, To her devoted brother, Fred T. Howard; and her two sisters, The Reverend Carole H. Fuzell and Kristina, Valarie Patterson 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 sixth day of February, 2002, do hereby commemorate Valarie Patterson for her grace-filled life and do hereby express our condolences to her family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Valarie Patterson.

TRIBUTE TO LATE HONORABLE HENRY S. REUSS.

WHEREAS, The Honorable Henry S. Reuss 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 native of Milwaukee, Wisconsin, The Honorable Henry S. Reuss served with honor and distinction as a member of Congress for twenty-eight years before retiring in 1983; and

WHEREAS, The Honorable Henry S. Reuss was a champion of environmental causes, developing alternative energy sources and preserving Milwaukee's historic buildings; and

WHEREAS, The Honorable Henry S. Reuss authored legislation on Capitol Hill that later led to the formation of the Peace Corps; and

WHEREAS, The Honorable Henry S. Reuss also wrote the legislation leading to the congressional designation of the Ice Age National and State Scenic Trail in Wisconsin; and

WHEREAS, In 1972, The Honorable Henry S. Reuss anonymously established a fund named in memory of The Reverend Martin Luther King, Jr., which distributed grants to projects in Milwaukee; and

WHEREAS, The Honorable Henry S. Reuss served his country in the United States Army during World War II and helped to implement the Marshall Plan; and

WHEREAS, A resident of Belvedere, California, The Honorable Henry S. Reuss will be dearly missed by his many relatives, friends and admirers; and

WHEREAS, To his loving and devoted wife, Margaret; and their three children, The Honorable Henry S. Reuss 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 sixth day of February, 2002, do hereby commemorate The Honorable Henry S. Reuss for his grace-filled life and do hereby express our condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of The Honorable Henry S. Reuss.

TRIBUTE TO LATE MR. A. ABBOT ROSEN.

WHEREAS, A. Abbot Rosen 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, A highly respected member of the Jewish community, A. Abbot Rosen was a former director of the Anti-Defamation League's Midwest region for almost four decades; and

WHEREAS, A. Abbot Rosen first became active in the civil rights movement under President Harry Truman in 1947 as the United States Justice Department's first civil rights section chief; and

WHEREAS, Born in the Bronx, New York, A. Abbot Rosen graduated from Yale College and obtained a law degree from Columbia University Law School in 1937; and

WHEREAS, During World War II, A. Abbot Rosen worked in the Justice Department's espionage and spy unit, where he prosecuted German spies and saboteurs; and

WHEREAS, A. Abbot Rosen was drafted into the United States Army and served in France and Belgium; and

WHEREAS, After the war, A. Abbot Rosen served as special assistant to the attorney general prosecuting war-fraud cases in New York, New Jersey and Pennsylvania; and

WHEREAS, In 1947, A. Abbot Rosen was a member of the United States delegation to the United Nations, acting as legal adviser to the United Nations special committee that drafted the genocide treaty; and

WHEREAS, A. Abbot Rosen moved to Chicago in 1948 and settled in the Hyde Park community and married the former Charlotte Zion a year later; and

WHEREAS, In the 1960s, A. Abbot Rosen helped to organize Soldier Field civil rights rallies featuring The Reverend Dr. Martin Luther King, Jr., as keynote speaker; and

WHEREAS, A. Abbot Rosen opposed a plan by the National Socialist Party of America, a neo-Nazi group, to march in Skokie in 1978; and

WHEREAS, A. Abbot Rosen was a recipient of many awards and honors including the Chicago Commission on Human Relations' Thomas H. Wright Award for his professional leadership, and Loyola University's Founder's Day Award for his community service; and

WHEREAS, A. Abbot Rosen was an individual of great integrity and personal strength who will be dearly missed by his many relatives, friends and neighbors; and

WHEREAS, To his loving and devoted wife, Charlotte; his son, B. Joshua; his daughter, Julie Beth; and his sister, Carolyn Maimin, A. Abbot Rosen 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 sixth day of February, 2002, do hereby commemorate A. Abbot Rosen for his grace-filled life and do hereby express our condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of A. Abbot Rosen.

TRIBUTE TO LATE MR. THOMAS R. SIZER.

WHEREAS, Thomas R. Sizer has been called to eternal life by the wisdom of God at the age of sixty-three; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, A resident of Park Ridge, Thomas R. Sizer was a popular and influential member of the banking community; and

WHEREAS, Thomas R. Sizer retired on January 4, 2002 as vice president and secretary of the Harris Bank in Chicago, where he enjoyed a long and successful career as legal counsel to one of the city's oldest and most venerable financial institutions; and

WHEREAS, Born in Dallas, Texas, Thomas R. Sizer graduated in 1960 from Saint Mary of the Lake Seminary in Mundelein and earned his law degree from Fordham University in 1974; and

WHEREAS, Early in his career, Thomas R. Sizer worked at Manufacturers Hanover Bank in New York, where he served in a highly visible position as assistant to the bank's chairman and rose to become a vice president; and

WHEREAS, Returning to Chicago in 1978, Thomas R. Sizer joined Harris Bank, rising through the ranks to become secretary of Harris Bank's board of directors in 1983; and

WHEREAS, A recognized expert in corporate law, government relations and securities law, Thomas R. Sizer guided Harris Bank through an unprecedented period of mergers and acquisitions in the banking industry; and

WHEREAS, Thomas R. Sizer also acted as a liaison with the Chicago law firm of Chapman & Cutler, the bank's longtime outside legal counsel; and

WHEREAS, An individual of spirit, character and wit, Thomas R. Sizer will be keenly missed and fondly remembered by his family members, friends and by all who benefitted from his life of kindness, humor and wisdom; and

WHEREAS, To his son, Robert; his daughter, Mary; his loving mother, Esther E.; his two brothers, John C., Jr. and Robert J.; and his sister, Mary Foley, Thomas R. Sizer 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 sixth day of February, 2002, do hereby commemorate Thomas R. Sizer for his grace-filled life and do hereby express our condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Thomas R. Sizer.

TRIBUTE TO LATE MRS. PHYLLIS SUTKER.

WHEREAS, Phyllis Sutker has been called to eternal life by the wisdom of God at the age of eighty-two; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Edward M. Burke; and

WHEREAS, A resident of Evanston, Phyllis Sutker was a leading real estate broker who specialized in building and selling truck terminals across the United States; and

WHEREAS, Born in Chicago, Phyllis Sutker was raised on the west side and graduated from Crane High School before beginning her professional career as a secretary; and

WHEREAS, After working for the City of Chicago, Phyllis Sutker rose through the ranks to become a broker and eventually president of First American Realty, a firm owned by Harry F. Chaddick, a prominent real estate developer; and

WHEREAS, Phyllis Sutker enjoyed a national reputation for her knowledge of trucking facilities and related transportation properties; and

WHEREAS, Phyllis Sutker was the first woman ever admitted to the Chicago Traffic Club and was considered an authority on deregulation of the trucking industry during the 1980s; and

WHEREAS, Phyllis Sutker was an individual of great integrity, wit and kindness who will be dearly missed by her many relatives, friends and neighbors; and

WHEREAS, To her loving husband, Melvin; her son, Hal; her daughter, Kim; her brother, Philip Weinstein; and her four grandchildren, Phyllis Sutker 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 sixth day of February, 2002, do hereby commemorate Phyllis Sutker for her grace-filled life and do hereby express our condolences to her family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Phyllis Sutker.

TRIBUTE TO LATE HONORABLE HENRY VAN KAMPEN.

WHEREAS, The Honorable Henry "Hank" Van Kampen has been called to eternal life by the wisdom of God at the age of seventy-two; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, A resident of the Village of Lisle for more than a quarter of a century, The Honorable Henry "Hank" Van Kampen was a longtime volunteer fire fighter, Park District president and tireless ombudsman for the community; and

WHEREAS, The Honorable Henry "Hank" Van Kampen helped to create the Lisle Community Park and was co-chairman of the long-running Eyes to the Skies Balloon Festival; and

WHEREAS, The Honorable Henry "Hank" Van Kampen was instrumental in working with state and federal legislators to allow parks and schools to share facilities, saving taxpayer money in the process; and

WHEREAS, After repeated flooding in the 1970s, The Honorable Henry "Hank" Van Kampen led a campaign to create retention ponds within the village; and

WHEREAS, When not immersing himself in community projects, The Honorable Henry "Hank" Van Kampen drove a truck for nineteen years for Cooper-Garret, a former Chicago transportation company; and

WHEREAS, The Honorable Henry "Hank" Van Kampen later worked as a sales representative for the former Nuclear Data Company in Schaumburg, until his retirement thirteen years ago; and

WHEREAS, The Honorable Henry "Hank" Van Kampen will be dearly missed by his many relatives, friends and neighbors; and

WHEREAS, To his loving wife of fifty-two years, Hazel; his two daughters, Daryl Laman and DeAnna Giovanni; his two sons, Dale and David; his fifteen grandchildren, and his great-grandchild, The Honorable Henry "Hank" Van Kampen 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 sixth day of February, 2002, do hereby commemorate The Honorable Henry "Hank" Van Kampen for his grace-filled life and do hereby express our condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of The Honorable Henry "Hank" Van Kampen.

TRIBUTE TO LATE HONORABLE FREDERICK J. VOSS.

WHEREAS, The Honorable Frederick J. Voss has been called to eternal life by the wisdom of God at the age of eighty-eight; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, The Honorable Frederick J. Voss was a longtime former president of the Village of Barrington and the founder of a successful Chicago electrical contracting company; and

WHEREAS, A thirty-year resident of the suburb, The Honorable Frederick J. Voss moved to Barrington in 1950 and fell in love with its pastoral, cozy setting and wanted to ensure that the rural bedroom community never lost its charm and quality of life; and

WHEREAS, The Honorable Frederick J. Voss ably and honorably served on the village board from 1964 to 1977, spending eight years as village president; and

WHEREAS, The Honorable Frederick J. Voss helped found the Barrington Council of Governments, which created a comprehensive plan for the growth of the five villages of the Barrington area; and

WHEREAS, The Honorable Frederick J. Voss was the founder of Chicago-based Power Systems, Incorporated, a company which specialized in building electricity generating stations and became the largest electrical contracting company in the nation; and

WHEREAS, Following his retirement in 1980, The Honorable Frederick J. Voss moved to Naples, Florida, where he served four years as a member of the Collier County Board of Commissioners; and

WHEREAS, The Honorable Frederick J. Voss was an individual of great integrity and personal kindness who will be dearly missed by his many relatives, friends and neighbors; and

WHEREAS, To his loving and devoted wife, Midge; his two sons, Rick and John; his three stepchildren, Katy Weidenniller, Chris Weaver and Scott Carter; and his seven grandchildren, The Honorable Frederick J. Voss 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 sixth day of February, 2002, do hereby commemorate The Honorable Frederick J. Voss for his grace-filled life and do hereby express our condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of The Honorable Frederick J. Voss.

*CONGRATULATIONS EXTENDED TO MR. FRED KRAVARIK ON
RETIREMENT FROM CHICAGO PUBLIC SCHOOLS.*

WHEREAS, Fred Kravarik has retired as the principal of the Marquette Elementary School following thirty-two years of tireless public service on behalf of the Chicago Public Schools; and

WHEREAS, The Chicago City Council has been informed of this event by Alderman Edward M. Burke; and

WHEREAS, Fred Kravarik is an experienced and dedicated educator who began his career as a teacher at the Dulles Elementary School; and

WHEREAS, During his outstanding and remarkable tenure, Fred Kravarik served with distinction as a teacher at Hope Community Academy and Sawyer Elementary School and as interim principal at Marquette Elementary School before his appointment as principal in 1990; and

WHEREAS, Fred Kravarik is widely respected and acknowledged for his professional expertise and personal approach with parents and students; and

WHEREAS, Fred Kravarik will be greatly missed by the students and faculty of the Marquette Elementary School; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this sixth day of February, 2002, do hereby congratulate Fred Kravarik on his retirement and do hereby express our sincere best wishes for his continued good health, happiness and prosperity; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Fred Kravarik.

*CONGRATULATIONS EXTENDED TO MR. JAMES D.
MONTGOMERY ON SEVENTIETH BIRTHDAY.*

WHEREAS, James D. Montgomery, a prominent and influential member of Chicago's legal community, will officially celebrate his seventieth birthday on February 17, 2002; and

WHEREAS, The Chicago City Council has been informed of this event by Alderman Edward M. Burke; and

WHEREAS, James D. Montgomery was born in 1932 in Louise, Mississippi and completed his undergraduate studies and law degree at the University of Illinois; and

WHEREAS, James D. Montgomery went on to earn an enviable and nationally renowned reputation as a skilled litigator; and

WHEREAS, The founder and president of James D. Montgomery & Associates, Ltd., James D. Montgomery has appeared in trials across America in states including New York, California, Nevada, Michigan, South Carolina, Indiana and Florida; and

WHEREAS, From 1993 to 1996, James D. Montgomery ably and honorably served as corporation counsel for the City of Chicago under the late Mayor Harold Washington, where he oversaw more than two hundred attorneys and an annual budget of \$11 Million; and

WHEREAS, James D. Montgomery's expertise in the law is reflected in the many prestigious professional organizations in which he holds membership; and

WHEREAS, James D. Montgomery is a fellow in the International Academy of Trial Lawyers and is a member of the American Board of Trial Advocates, the Illinois Trial Lawyers Association, the Chicago Bar Association and the Illinois Bar Association; and

WHEREAS, James D. Montgomery is a past president of the Cook County Bar Association and has served on numerous advisory groups and committees; and

WHEREAS, In 1999, James D. Montgomery was inducted as a laureate into the Illinois Academy of Trial Lawyers; and

WHEREAS, In 2000, James D. Montgomery teamed up with the prestigious Johnnie L. Cochran, Jr. in the Chicago law firm known as Cochran, Cherry, Givens, Smith & Montgomery; and

WHEREAS, James D. Montgomery is a highly accomplished professional luminary and leading light of the City of Chicago who is worthy of our great admiration and esteem; and

WHEREAS, Friends, family members and colleagues of James D. Montgomery will attend a special celebration in honor of his seventieth birthday on Saturday, February 23, 2002, at the Garfield Park Conservatory in Chicago, Illinois; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this sixth day of February, 2002, do hereby congratulate James D. Montgomery on the joyful occasion of his seventieth birthday and do hereby express our warmest and best wishes for his continued good health, happiness and prosperity; and

Be It Further Resolved, That a suitable copy of this resolution be presented to James D. Montgomery.

CONGRATULATIONS EXTENDED TO HONORABLE PETER FORTUNATE VALLONE ON RETIREMENT FROM NEW YORK CITY COUNCIL.

WHEREAS, The Honorable Peter Fortunate Vallone has officially retired from public service as the Speaker and Majority Leader of the New York City Council; and

WHEREAS, The Chicago City Council has been informed of this event by Alderman Edward M. Burke; and

WHEREAS, The Honorable Peter Fortunate Vallone's keen desire to enter public service came from the example of his parents; and

WHEREAS, The Honorable Peter Fortunate Vallone is the son of the late Civil Court Judge Charles J. Vallone, a respected jurist and civil rights advocate, and the late Leah Vallone, a teacher and Democratic State Committeewoman; and

WHEREAS, A lifelong resident of Astoria, Queens, The Honorable Peter Fortunate Vallone was first elected to the New York City Council in 1974; and

WHEREAS, Throughout his tenure, a cornerstone of The Honorable Peter Fortunate Vallone's many achievements in public service has been his efforts to greatly improve the New York City's public schools; and

WHEREAS, The Honorable Peter Fortunate Vallone was instrumental in passing legislation in the city budget to reduce classroom size, replace dangerous coal-burning furnaces, update textbooks, renovate crumbling schools and install computers in every classroom; and

WHEREAS, The Honorable Peter Fortunate Vallone also helped throughout his distinguished tenure to improve the city's libraries and to enhance services in the areas of public safety, health care, parks and cultural institutions; and

WHEREAS, The Honorable Peter Fortunate Vallone has returned to the private practice of law, but will remain active as a civic leader by participating in issues of social and community importance; and

WHEREAS, The Honorable Peter Fortunate Vallone leaves behind an enviable legacy of achievement as the Speaker and Majority Leader of the New York City Council; and

WHEREAS, The Honorable Peter Fortunate Vallone is an individual of achievement, honor and integrity who is exceedingly worthy of our great respect and admiration; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this sixth day of February, 2002, do hereby warmly congratulate The Honorable Peter Fortunate Vallone on his retirement from the 22nd Councilmanic District and do hereby express our most sincere best wishes for his continued good health, happiness and prosperity; and

Be It Further Resolved, That a suitable copy of this resolution be presented to The Honorable Peter Fortunate Vallone.

**CONGRATULATIONS EXTENDED TO SAINT MARY OF
THE WOODS PARISH ON FIFTIETH ANNIVERSARY.**

WHEREAS, Saint Mary of the Woods parish, a vital source of spiritual solace and inspiration to the Catholic faithful of Chicago's north side, will officially celebrate its fiftieth anniversary on September 11, 2002; and

WHEREAS, The Chicago City Council has been informed of this event by Alderman Edward M. Burke; and

WHEREAS, Established by the Roman Catholic Archdiocese of Chicago in 1952, Saint Mary of the Woods parish serves the spiritual needs of its flock residing in Edgebrook, North Edgebrook, Wildwood and surrounding communities; and

WHEREAS, The Reverend Daniel O'Rourke, the parish's founding pastor, was installed on August 14, 1953, as nine sisters from the Third Order of Saint Francis arrived to prepare for the opening of the parish's new school; and

WHEREAS, On September 24, 1954, Samuel Cardinal Stritch dedicated the parish's church, school and convent; and

WHEREAS, On April 27, 1958, more classrooms, a music room and a hall for physical education purposes were added; and

WHEREAS, Three more pastors would follow in the footsteps of The Reverend Daniel O'Rourke, including The Reverend Andrew J. McDonagh, The Reverend Leo T. Mahon and The Reverend Gregory Sakowicz; and

WHEREAS, The parish would continue to experience glimmering moments of growth, celebration and progress, presided over by Chicago's eminent and legendary cardinals; and

WHEREAS, John Cardinal Cody, the sixth Roman Catholic Archbishop of Chicago, presided over a rededication ceremony for a newly enlarged church that was held on October 23, 1966; and

WHEREAS, On January 28, 1992, Joseph Cardinal Bernardin officiated at the dedication of a new school and parish center; and

WHEREAS, Over the past five decades, Saint Mary of the Woods parish has joyously blossomed by setting down roots of friendship in the Edgebrook community, embracing with true kindness, hope and compassion all who have come within its gentle reach; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this sixth day of February, 2002, do hereby congratulate Saint Mary of the Woods parish on its silver anniversary and do hereby express our best wishes for its future success; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the Reverend Gregory Sakowicz, pastor of Saint Mary of the Woods parish.

*BEST WISHES EXTENDED TO CONSULATE OF SLOVAK
REPUBLIC IN CHICAGO ON CELEBRATION
OF SEVENTH ANNUAL WINTER BALL.*

WHEREAS, The Consulate of the Slovak Republic in Chicago will hold its Seventh Annual Slovak Consular Winter Ball on February 16, 2002; and

WHEREAS, The Chicago City Council has been informed of this event by Alderman Edward M. Burke; and

WHEREAS, The first Consulate of the Slovak Republic in Chicago was established in 1995, following the independence of Slovakia on January 1, 1993; and

WHEREAS, The Slovak Winter Ball celebrates the diplomatic presence of the Slovak Republic in Chicago and the State of Illinois; and

WHEREAS, More than two hundred thousand citizens of Illinois have Slovak ancestry, the majority of whom reside in the counties of Cook, DuPage and Will; and

WHEREAS, The Consulate of the Slovak Republic in Chicago is proud of the many citizens of Slovak ancestry who have contributed to the building of the great City of Chicago, the distinguished "Land of Lincoln" and the United States of America; and

WHEREAS, Thomas Klimek Ward, an American whose Slovak grandparents and Irish great-grandparents immigrated to Illinois in the latter part of the nineteenth and early twentieth centuries, was officially appointed by the Slovak Ministry of Foreign Affairs to the Slovak Diplomatic Service and has been accredited by the United States Department of State as the first Honorary Consul of the Slovak Republic in Chicago since 1995; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this sixth day of February, 2002, do hereby express our warmest and best wishes for a successful celebration of the Seventh Annual Slovak Consular Winter Ball; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Thomas Klimek Ward, Honorary Consul of the Slovak Republic in Chicago.

*DECLARATION OF FEBRUARY 20, 2002 AS
"SUICIDE AWARENESS DAY"
IN CHICAGO.*

WHEREAS, Across America, one person takes his or her life every seventeen minutes; and

WHEREAS, Suicide is the third leading cause of death among young people, fifteen to twenty-four years of age; and

WHEREAS, Suicide is the eighth leading cause of death among people of all ages nationwide; and

WHEREAS, The strongest risk factors for attempted suicide in adults are mood disorders and comorbid substance abuse disorders; and

WHEREAS, Suicide is a silent killer, one whose presence is not acknowledged easily by family members, friends and survivors; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this sixth day of February, 2002, do hereby proclaim February 20, 2002, as "Suicide Awareness Day" in the City of Chicago; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the Stephen T. Sexton Memorial Foundation.

Presented By

**ALDERMAN BURKE (14th Ward) And
ALDERMAN RUGAI (19th Ward):**

TRIBUTE TO LATE MR. JAMES H. HAYNER.

WHEREAS, James H. Hayner has been called to eternal life by the wisdom of God at the age of eighty-four; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, James H. Hayner was the son of Fred Hayner, a turn-of-the-century newspaperman and sportswriter credited with naming the Chicago Cubs baseball team; and

WHEREAS, Born in north suburban Lake Forest, James H. Hayner lived much of his life in the Beverly neighborhood on Chicago's far south side and graduated in 1939 from the University of Chicago with a bachelor's in chemistry and physics; and

WHEREAS, James H. Hayner began what would become a nearly lifelong career when he went to work at U.S. Steel as an entry-level manager; and

WHEREAS, James H. Hayner steadily climbed through the ranks at the company to become superintendent of the South Works plant; and

WHEREAS, James H. Hayner always sported a military-style buzz cut and was known for his no-nonsense personality, personal toughness and devotion to his family; and

WHEREAS, An active and highly valued member of his community, James H. Hayner ran programs in the 1960s for Junior Achievement which helped children to develop, market and sell products; and

WHEREAS, After retiring about 1970, James H. Hayner began a second career, working in real estate management until the early 1990s; and

WHEREAS, An individual who was widely admired for his can-do spirit, deep strength of character and unwavering loyalty toward others, James H. Hayner will be keenly missed and fondly remembered by his family members, friends and by all who benefitted from his life of kindness, humor and wisdom; and

WHEREAS, To his son, Don; his two stepdaughters, Nancy Hellstrom and Lana Herbert; his two grandsons; and his four stepgrandchildren, James H. Hayner 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 sixth day of February, 2002, do hereby commemorate James H. Hayner for his grace-filled life and do hereby express our condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of James H. Hayner.

Presented By

**ALDERMAN BURKE (14th Ward),
ALDERMAN LAURINO (39th Ward) And
ALDERMAN NATARUS (42nd Ward):**

TRIBUTE TO LATE MR. JEROME H. TORSHEN.

WHEREAS, Jerome H. Torshen has been called to eternal life by the wisdom of God at the age of seventy-two; and

WHEREAS, The Chicago City Council has been informed of his passing by Aldermen Edward M. Burke, Burton F. Natarus and Margaret Laurino; and

WHEREAS, A distinguished member of Chicago's legal community, Jerome H. Torshen was an individual of great grace and intellect; and

WHEREAS, Jerome H. Torshen graduated in 1955 from Harvard Law School and founded the law firm now known as Torshen, Spreyer & Slobig, Limited in 1963; and

WHEREAS, Jerome H. Torshen was the epitome of what a good lawyer should be, dedicated to the highest ideals of his profession, and above all else, the best interests of his client; and

WHEREAS, Jerome H. Torshen enjoyed a long and successful career during which he argued numerous highly-publicized cases and became a mentor to many young lawyers; and

WHEREAS, Jerome H. Torshen drew public attention when he ably served as counsel to Mayor Richard J. Daley in disputes over the Illinois delegations to the 1968 and 1972 Democratic conventions; and

WHEREAS, Jerome H. Torshen also served as an associate counsel to a special commission of the Illinois Supreme Court and his work, performed pro bono, resulted in two justices resigning from the bench due to the appearance of impropriety; and

WHEREAS, In the late 1970s, Jerome H. Torshen represented Holocaust survivors in Skokie when neo-Nazis wanted to march in the near north suburb; and

WHEREAS, During the 1980s, Jerome H. Torshen also successfully represented twenty-nine aldermen of the Chicago City Council against Mayor Harold Washington before the state Supreme Court; and

WHEREAS, Jerome H. Torshen represented Chicago Blackhawks sports legend Bobby Hull in his successful legal fight to break a lifetime contract with the hockey team; and

WHEREAS, Jerome H. Torshen will be dearly missed and long remembered and admired by his many family members and friends for his kindness, integrity and compassion; and

WHEREAS, To his loving and devoted wife, Kay; his son, Jonathan; and his daughter, Jacqueline, Jerome H. Torshen 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 sixth day of February, 2002, do hereby commemorate Jerome H. Torshen for his grace-filled life and do hereby express our condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Jerome H. Torshen.

Presented By

ALDERMAN MURPHY (18th Ward):

**CONGRATULATIONS EXTENDED TO SERGEANT CHARLES HOLZ ON
RETIREMENT FROM CHICAGO POLICE DEPARTMENT.**

WHEREAS, Sergeant Charles Holz will be retiring from the Chicago Police Department on February 15, 2002 after thirty-one years of dedicated service; and

WHEREAS, The Chicago City Council has been informed of this by 18th Ward Alderman Thomas W. Murphy; and

WHEREAS, Charles has shared his life in marriage to Sandy, with a thirty year anniversary planned for April, 2002, as well as being the proud father and role model to three fabulous daughters, Sheryl, Dawn and Kristin; and

WHEREAS, Charles' dedication to serving the citizens of Chicago has been recognized by his superiors, his peers and his city by the reception of numerous awards including the following: Police Superintendent's Award of Merit for Computer Based Training -- Video Streaming, Superintendent's Award of Valor, Problem Solving Award, City Council resolution for outstanding service, ninety-eight Honorable Mentions, eight Complimentary Letters, two Unit Meritorious Performance Awards, and a Department Commendation; and

WHEREAS, Sergeant Holz educated himself in the area of web based computing, initiating the design of a web site for the 8th District where he was assigned, soon to be imitated by districts throughout the city for the purpose of disseminating information for the benefit of the residents located within the 8th District and beyond; and

WHEREAS, Charlie "The Web Master" Holz was soon responding to reporters, being interviewed and setting the groundwork for the current Chicago Police District websites that are utilized today; now, therefore,

Be It Resolved that we, the Mayor and members of the City Council of the City of Chicago, gathered here this sixth day of February, 2002, do hereby extend our heartiest congratulations and best wishes to Charles on the occasion of his retirement from the Chicago Police Department, and we join with all Chicago's citizens in thanking him for his years of service and wish him years of health and happiness in his retirement.

**GRATITUDE EXTENDED TO CHICAGO FIRE DEPARTMENT
HAZARDOUS MATERIALS INCIDENT RESPONSE TEAMS
FOR DEDICATION TO PUBLIC SAFETY.**

WHEREAS, As a result of the attacks of September 11th, the Chicago Fire Department and its Hazardous Materials Incident Response Team faced a new challenge in the form of an avalanche of calls from concerned citizens; and

WHEREAS, As public awareness of biohazards grew, the number of calls for service increased tenfold; and

WHEREAS, To meet this challenge, the Chicago Fire Department put two additional HazMat companies into service in October of 2001, and they worked around the clock, traveling across the city to investigate citizen concerns and calls of suspicious situations; and

WHEREAS, The HazMat training staff worked diligently to ensure that HazMat personnel had the necessary skills and tools to meet the challenge of responding to the incidents and allaying the fears of the public; and

WHEREAS, The C.F.D. personnel assigned to these HazMat companies worked above and beyond the call of duty to respond each day to an ever-increasing number of calls; and

WHEREAS, These HazMat service calls required a considerable amount of time to properly and thoroughly investigate and bring each incident to a safe conclusion; and

WHEREAS, The presence of the two new HazMat teams greatly increased response effectiveness, from an average of five calls per day to a total of over nineteen calls a day, for a total of one thousand one hundred fifty-six incidents responded to in a two-month period; and

WHEREAS, Thanks to their professionalism and dedication to the people of Chicago, these members of the Chicago Fire Department met the challenge and helped reduce the level of anxiety among our city's residents; and

WHEREAS, The increased number of citizen calls made it necessary for the city and C.F.D. to fortify their alliances with other agencies with whom they worked in a unified and coordinated effort to address these situations; and

WHEREAS, Because of the hard work of these members, the interagency cooperation was such a success it is now considered a model that other cities can look to; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled this sixth day of February, do hereby honor the members of the three Fire Department HazMat units:

Captain Dan O'Connell

Fire Fighter Michael Seguin

Fire Fighter Thorpe Schoenle

Lieutenant Kirt Jenssen
Fire Fighter Sylvester Hudson
Fire Fighter Michael Centracchio
Lieutenant William Madden
Commander Michael Scianna
Commander Joseph Drennen
Battalion Chief Winston Williams
Coordinator of HazMat, Gene Ryan
Fire Fighter Lee Bauman
Lieutenant John McErleano
Commander Scott Wisniewski
Lieutenant Tony Kasper
Fire Fighter Leonard Edling
Fire Fighter Scott Fallen,

who worked diligently and professionally to ensure the safety and security of the citizens of this city; and

Be It Further Resolved, That suitable copies of this resolution be presented to the members of the three City of Chicago Fire Department HazMat units, and placed on permanent record in their personnel files, as a token of our esteem.

Presented By

ALDERMAN ZALEWSKI (23rd Ward):

**CONGRATULATIONS EXTENDED TO MS. NICOLETTE HEIMER
ON RETIREMENT FROM MICHAEL M. BYRNE
ELEMENTARY SCHOOL.**

WHEREAS, Michael M. Byrne Elementary School is losing one of its best friends as, in March, 2002, Nicolette Heimer retires after twenty years as a vital and tireless volunteer at the school; and

WHEREAS, In two decades of outstanding volunteer work, Nicolette Heimer has given selflessly of her time and energies to make Byrne a better school. She has served as a parent-teacher liaison, she has coached the girls' volleyball team and she is currently president of the local school council; and

WHEREAS, A favorite of students, teachers and administrators alike, Nicolette Heimer has earned their respect for her verve, wit and intelligence. James A. Gorecki, principal, and Janet M. Zak, assistant principal have often cited her many contributions to Michael M. Byrne Elementary; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this sixth day of February, 2002 A.D., do hereby express our gratitude and our congratulations to Nicolette Heimer, retiring volunteer at Michael M. Byrne Elementary School, and we extend to this outstanding 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 Nicolette Heimer.

Presented By

ALDERMAN E. SMITH (28th Ward):

TRIBUTE TO LATE MR. CURTIS JACKSON, JR.

WHEREAS, God in His infinite wisdom and judgment has called to his eternal reward Curtis Jackson, Jr., beloved citizen, friend and public servant; and

WHEREAS, Born November 21, 1930 in Murfreesboro, Tennessee, Curtis Jackson, Jr. came to Chicago at an early age and graduated from Brown Elementary School and McKinley High School; and

WHEREAS, Curtis Jackson, Jr. served his country honorably in the United States Air Force and pursued a long and successful career in the service of the people of the City of Chicago and the County of Cook. In a span of four decades, he was employed by the Cook County Sheriff's Department and by the Chicago Transit Authority; he was with the latter for over thirty-eight years -- a union official for some thirteen of those years -- and drove the Lake Street bus for twenty-five years. A man of great dedication, he was known as "Mr. Lake" and was given a hat and trophy for outstanding performance in driving one million miles or two hundred fifty thousand hours without a preventable accident; and

WHEREAS, On June 27, 1959, Curtis Jackson, Jr. was united in holy matrimony with the former Geneva Porter, and their blessed union, which endured until his death, produced four children. A versatile hobbyist -- fishing, boating, jazz, gardening and doing all kinds of repair work -- his biggest pleasure was in helping others; and

WHEREAS, Curtis Jackson, Jr. leaves to celebrate his productive life his loving wife; their four children, Tenisha (Errol) Matthews, Selina A. Jackson, Karen (John) Ryan and Curtis Edward Jackson III; five grandchildren, Tameka, Daniel, Amber, Sierra and Taylor; a son, Curtis Walter Moore; a daughter, Cecilia Bagnuolo; and a host of other relatives and friends; and

WHEREAS, Most recently Mrs. Curtis Jackson, Jr. and family received an honor from the President of the United States for her husband's outstanding service in the armed forces -- she was presented with an American flag; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this sixth day of February, 2002 A.D., do hereby express our sorrow on the passing of Curtis Jackson, Jr. and extend our deepest sympathy to his family and friends; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Mrs. Curtis Jackson, Jr. and family.

Presented By

ALDERMAN CAROTHERS (29th Ward):

TRIBUTE TO LATE MR. ANTHONY HANDY.

WHEREAS, God in His infinite wisdom and judgment has called to his eternal reward Anthony Handy, beloved citizen and friend; and

WHEREAS, The Chicago City Council has been notified of his death by The Honorable Isaac S. Carothers, Alderman of the 29th Ward; and

WHEREAS, A native Chicagoan, Anthony was born to the blessed union of Lee and Alma Handy on the twelfth day of October, 1955; and

WHEREAS, Anthony Handy received his education through the Chicago Public Schools system and graduated from DuSable High School in June, 1975; and

WHEREAS, During his life span, Anthony was a vital and active member in his family and community. Anthony moved to East Saint Louis in 1981 and remained there until his transition; and

WHEREAS, Anthony Handy leaves to celebrate his accomplishments and cherish his memory his parents, Lee and Alma Handy; three brothers, Ricky (Cynthia), Bernard (Chris) and Leegarran; one sister, Chris; stepmother, Doris; two stepsisters, Adrienne and Mashell; one stepbrother, Kenny; three aunts, Doretha, Angie and Verna Mae; uncles, John Terry, Willie (Jessie) Forrest Terry, Miller Jones and George Jones; great aunt, Viola Baker; great uncle, Leonard Terry; two special cousins, Brenda and Kim; 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 sixth day of February, 2002 A.D., do hereby express our sorrow on the passing of Anthony Handy 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 Anthony Handy.

TRIBUTE TO LATE DEACON JASPER K. ROY.

WHEREAS, God in His infinite wisdom and judgment has called to his eternal reward Jasper K. Roy, beloved citizen, friend and spiritual leader, January nineteenth, 2002, at the age of seventy-three; and

WHEREAS, Born in Chicago October 8, 1928, Jasper K. Roy graduated from Wendell Phillips High School, earned a Bachelor of Science degree from Daniel Hale Williams University, and a master's degree in Religious Studies from Loyola University. His early entrepreneurial career involved several businesses, including two photography studios and a family food mart. In 1975, however, he was ordained a Roman Catholic deacon by the Archdiocese of Chicago, and he became a vital and fervent spiritual guide, serving twenty-five years as chaplain for the Department of Corrections, counseling and comforting the imprisoned; and

WHEREAS, Deacon Jasper K. Roy also served outstandingly as spiritual director of the Blessed Sacrament Society of Holy Angels Roman Catholic Church, as chaplain of Kolbe House at Assumption Church, and chaplain of the Knights of Peter Clayborn. He was a member of the National Black United Front (Chicago Chapter), and president of the 100 South Waller Block Club. He was keenly aware of his civic responsibilities and twice ran for 29th Ward alderman; and

WHEREAS, In September, 1950, Jasper K. Roy married the former Barbara Miller, and to this blessed union, which thrived until his death, thirteen children were born. He leaves to celebrate his considerable accomplishments his beloved wife; seven sons, Richard (Beverly), Xavier (Nolanda), Von (Lorraine), Jerrold, Anthony, Michael and Joseph (Susan Skinner); six daughters, Zaline Roy-Campbell (Horace), Janice (Ted) Conner, Janita Roy-Pierre (Eddy), Estelle Roy-Carey (Robert), Theresa and Julia; seventeen grandchildren; a sister, Ernestine Harper; 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 sixth day of February, 2002 A.D., do hereby express our sorrow on the passing of Deacon Jasper K. Roy 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. Jasper K. Roy and family.

TRIBUTE TO LATE MR. WILLIAM LEE TEAGUE.

WHEREAS, God in His infinite wisdom and judgment has called to his eternal reward William Lee Teague, beloved citizen and friend, January 7, 2002, at the age of sixty-three; and

WHEREAS, The Chicago City Council has been informed of his transition by The Honorable Isaac S. Carothers, Alderman of the 29th Ward; and

WHEREAS, Born January 7, 1939, in Paris, Tennessee to his loving parents, Millie and William Teague. William confessed his faith in Christ at a young age and became an active member of New Hope Baptist Church in Paris, Tennessee. In 1990, he became a member of New Jehovah Missionary Baptist Church in Chicago, and served on the board of trustees until his death and as the church van driver for many years; and

WHEREAS, William Lee Teague was married to Bobbie Dunlap in 1958. They had two children, Brenda Johnson and William Dwayne Teague, Jr.. In 1976 William became the father of another son, Michael Lee Richardson. In 1989, William Teague married Elsie Williams and gained a daughter, Phyllis Williams and a son, Tommy Williams; and

WHEREAS, William Lee Teague was a vital and visible member of his church and community. He will be missed. He leaves to cherish his memory, his ex-wife, Bobbie Teague; two daughters, Brenda Johnson (Persell) and Phyllis Williams; three sons, William D. Teague (Donna), Michael Lee Richardson and Tommy D. Williams; one sister, Ida Kendall; one brother, William Teague (Ruth); ten grandchildren, Torrence Willis (Traci), Briana Harris, Rahsid Williams, Tawanna Johnson, Dominique Williams, William Teague IV, Veronica Ward, Deana Richardson, Michael Richardson, Jr. and Destiny Richardson; one great grandchild, Talaiah Willis; and a host of nieces, nephews, 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 sixth day of February, 2002 A.D., do hereby express our sorrow on the passing of William Lee Teague and extend to his family and friends our sincere condolences; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of William Lee Teague.

Presented By

ALDERMAN AUSTIN (34th Ward):

***CONGRATULATIONS EXTENDED TO MRS. DOROTHY MAE THOMAS
ON SEVENTIETH BIRTHDAY.***

WHEREAS, Mrs. Dorothy Mae Thomas will celebrate her seventieth birthday, Sunday, February 10, 2002; and

WHEREAS, The Chicago City Council has been informed of this milestone by The Honorable Carrie M. Austin, Alderman of the 34th Ward; and

WHEREAS, On February 10, 1932, in the State of Mississippi, Mr. and Mrs. Joe Willis became the proud parents of a beautiful baby girl, Dorothy Mae. This beautiful child accepted Christ as her Lord and Savior at an early age; and

WHEREAS, Symbolic of the strength and solidity of family life, Dorothy and Sis Roe Thomas were united in holy matrimony. Dorothy was a devoted wife and loving mother of five children. Throughout her lifetime, Dorothy served on the nurse's board as a dedicated nurse to her church and various churches in her community; and

WHEREAS, Mrs. Dorothy Mae Thomas is a vital and highly respected member of her grateful 34th Ward community, spreading much love and good will. A devoted wife, loving mother, grandmother, sister, aunt, cherished friend of many and a good neighbor to all, Mrs. Dorothy Mae Thomas richly deserves the warm and fond wishes of her many family members and friends as she marks her seventieth birthday on February 10, 2002; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this sixth day of February, 2002 A.D., do hereby extend to Mrs. Dorothy Mae Thomas our best and happiest wishes upon the occasion of her seventieth birthday; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Mrs. Dorothy Mae Thomas.

Presented By

ALDERMAN MITTS (37th Ward):

TRIBUTE TO LATE MRS. HATTIE MAUDE LITTLE.

WHEREAS, God in His infinite wisdom and judgment has called to her eternal reward Hattie Maude Little, beloved citizen and friend, Saturday, January 12, 2002; and

WHEREAS, The Chicago City Council has been informed of her transition by The Honorable Emma Mitts, Alderman of the 37th Ward; and

WHEREAS, In Panola, Alabama on August 15, 1944, Grady and Julie Mae Little were blessed with a daughter, Hattie Maude; and

WHEREAS, Hattie Maude Little attended school in Panola, Alabama. She was a devoted member of the Worldwide Church of God and served faithfully and willingly. She gave selflessly to members of her family and community. Hattie Maude Little can be described as a quiet, loving, caring person who would put her troubles aside to help her fellow man; and

WHEREAS, Symbolic of the strength and solidity of family life, Hattie and Emanuel, Jr. were united in holy matrimony and to this blessed union a precious daughter was born; and

WHEREAS, Hattie Maude Little reached out and touched many; she will always be remembered as a loving wife, mother, daughter, sister, aunt and friend who enriched the lives of all who knew her in countless ways; and

WHEREAS, Her husband, Emmanuel Little, Jr.; two brothers, Rueben and Willie James Little having predeceased her, Hattie Maude Little leaves to treasure her precious memory, her loving daughter, Melissa Little-Henry; son-in-law, Michael Henry, Jr.; father, Grady (step-mother, Tempie) Little; four sisters, Lubertha, Annie Mat, Josephine Little-Stanton and Hattie May Lewis; brother, Alfonzo; nieces, Shirley Little, Barbra Little, Shirley Lewis, Michelle Johnson and Joanne Hays; two sisters and three brothers; nephews, Craig (Sherry) Little, Tracy Lewis, Alonzo and Arnold Andre Little; uncle, Charles Conway; five aunts, Pearl, Olephia Conway, Olivia Morning, Louise Little and Queene Little; her cat, Jodeci; and a host of 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 sixth day of February, 2002 A.D., do hereby express our sorrow on the passing of Hattie Maude Little and extend to her family and friends our sincere condolences; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of Hattie Maude Little.

Presented By

ALDERMAN ALLEN (38th Ward):

TRIBUTE TO LATE MR. TIMOTHY D. CARSON.

WHEREAS, Timothy D. Carson has been called to eternal life by the wisdom of God; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Thomas R. Allen; and

WHEREAS, The beloved husband of Charlene; loving father of Michelle, Timmy (Renee) Carson and Chris (Marty) Bruenning; cherished grandfather of Mary, Christopher, Jennifer, Lisa, Timothy, Serena, Andrew, Ben, Brittany and Cali; fond brother of Claudette, Don, Ron, Tom and Bruce; and beloved friend of many, Timothy D. Carson 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 sixth day of February, 2002, do hereby express our sorrow on the death of Timothy D. Carson and extend to his family and friends our sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Timothy D. Carson.

TRIBUTE TO LATE MR. JOHN CZERNEK.

WHEREAS, John Czernek has been called to eternal life by the wisdom of God; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Thomas R. Allen; and

WHEREAS, The beloved husband of the late Genevieve; and beloved father of John, Jr., John Czernek 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 sixth day of February, 2002, do hereby express our sorrow on the death of John Czernek and extend to his family and friends our sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of John Czernek.

TRIBUTE TO LATE MRS. LUCILLE FIGIEL.

WHEREAS, Lucille Figiel has been called to eternal life by the wisdom of God; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Thomas R. Allen; and

WHEREAS, The beloved wife of Robert; dearest mother of Thomas (Lynn), Timothy (Dolly), Mary (Norman) Hendle, Gary (Mary), Kevin (Lori), Jeffery (Mary) and Scott (Susan); dear grandmother of fifteen; loving sister of Katie (Robert) Till, Eileen (James) Patton, Richard (Arlene), Roger (Gail) and Carol (Rich) VanDurme; and fond aunt of many, Lucille Figiel 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 sixth day of February, 2002, do hereby express our sorrow on the death of Lucille Figiel and extend to her family and friends our sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Lucille Figiel

TRIBUTE TO LATE MR. JOHN P. GREY.

WHEREAS, John P. Grey has been called to eternal life by the wisdom of God; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Thomas R. Allen, and

WHEREAS, The beloved husband of Lucyna Bogacz, John P. Grey 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 sixth day of February, 2002, do hereby express our sorrow on the death of John P. Grey and extend to his family and friends our sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of John P. Grey

TRIBUTE TO LATE MRS. ESTELLE A. KILLENBERG.

WHEREAS, Estelle A. Killenberg has been called to eternal life by the wisdom of God; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Thomas R. Allen; and

WHEREAS, The beloved wife of the late John; loving mother of John "Jack"; proud grandmother of Stephen (Ellen) and Madelyne (James) Johnston; great-grandmother of James, Melissa, Matthew and Michael; dear sister of Bernice (Vernon) Christianson, Henry (the late Beth) Bikin and the late Raymond (the late Florence) Norton; and fond aunt of many nieces and nephews, Estelle A. Killenberg 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 sixth day of February, 2002, do hereby express our sorrow on the death of Estelle A. Killenberg and extend to her family and friends our sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Estelle A. Killenberg.

TRIBUTE TO LATE MR. WILLIAM J. MAROSE, SR.

WHEREAS, William J. Marose, Sr. has been called to eternal life by the wisdom of God; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Thomas R. Allen; and

WHEREAS, The beloved husband of Josephine; loving father of Arlene (Anthony) Barzano, Judith (David) Larson, Elise Curtin, Catherine McCaffrey and the late William, Jr; dearest grandfather of thirteen; and great-grandfather of thirteen, William J. Marose, Sr. 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 sixth day of February, 2002, do hereby express our sorrow on the death of William J. Marose, Sr. and extend to his family and friends our sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of William J. Marose, Sr.

TRIBUTE TO LATE MRS. TEODOZIA MAZUREK.

WHEREAS, Teodozia Mazurek has been called to eternal life by the wisdom of God; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Thomas R. Allen; and

WHEREAS, The beloved wife of Jerzy; loving mother of Barbara (Frank) Orsini and John (Stephanie) Mazurek; dear grandmother of Lillian Orsini, Paul Orsini and Rich (Susan Bukowski) Mazurek; and devoted great-grandmother of Steven Bukowski, Teodozia Mazurek 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 sixth day of February, 2002, do hereby express our sorrow on the death of Teodozia Mazurek and extend to her family and friends our sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Teodozia Mazurek.

TRIBUTE TO LATE MRS. MARCELLA SANKIS.

WHEREAS, Marcella Sankis has been called to eternal life by the wisdom of God; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Thomas R. Allen; and

WHEREAS, The devoted wife of the late John for forty-nine years; loving mother of John (Joan), Michael (Jamie), Wendy (Larry) Norris, the late David and the late Nancy Sheppard; and proud grandmother of ten, Marcella Sankis 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 sixth day of February, 2002, do hereby express our sorrow on the death of Marcella Sankis and extend to her family and friends our sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Marcella Sankis.

Presented By

ALDERMAN LAURINO (39th Ward):

TRIBUTE TO LATE MS. GRACE L. CUBYCHECK.

WHEREAS, God in His infinite wisdom has called to her eternal reward Grace L. Cubycheck, beloved citizen and friend; and

WHEREAS, The Chicago City Council has been informed of her death by Alderman Margaret Laurino; and

WHEREAS, Grace L. Cubycheck was a vital and active member of her northwest side community. She leaves to mourn her daughter, Marilyn and a host of other relatives and friends; and

WHEREAS, Grace L. Cubycheck will be deeply missed, but the memory of her character, intelligence and compassion will live on in those who knew and loved her; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this sixth day of February, 2002 A.D., do hereby express our sorrow on the death of Grace L. Cubycheck 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 Grace L. Cubycheck.

TRIBUTE TO LATE MS. MATTIE LOU EUBANKS-HALL.

WHEREAS, God in His infinite wisdom has called to her eternal reward Mattie Lou Eubanks-Hall, beloved citizen and friend; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Margaret Laurino; and

WHEREAS, Mattie Lou Eubanks-Hall was a vital and active member of her northwest side community and will be sorely missed. She leaves to mourn her children, Joan Eubanks, Donna Witczak, Sara Schwartz, David (Christine) Hall and Glenda Hall; and also a host of other relatives and friends; and

WHEREAS, Mattie Lou Eubanks-Hall will be deeply missed, but the memory of her character, intelligence and compassion will live on in those who knew and loved her; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this sixth day of February, 2002 A.D., do hereby express our sorrow on the death of Mattie Lou Eubanks-Hall 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 Mattie Lou Eubanks-Hall.

TRIBUTE TO LATE MS. GLIDA B. PONTARELLI.

WHEREAS, God in His infinite wisdom has called to her eternal reward Glida B. Pontarelli, citizen and friend; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Margaret Laurino; and

WHEREAS, Glida B. Pontarelli was a vital and active member of her community. She leaves to mourn her beloved children, George (Jean) and Michael (Patricia); and a host of other relatives and friends; and

WHEREAS, Glida B. Pontarelli will be deeply missed, but the memory of her character, intelligence and compassion will live on in those who knew and loved her; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this sixth day of February, 2002 A.D., do hereby express our sorrow on the death of Glida B. Pontarelli 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 Glida B. Pontarelli.

*CONGRATULATIONS EXTENDED TO NEWLYWEDS
KATHLEEN AND THOMAS FABER.*

WHEREAS, On Saturday, January 26, 2002, family and friends gathered to celebrate the wedding of Kathleen Miller and Thomas Faber; and

WHEREAS, The Chicago City Council has been informed of this joyous celebration by Alderman Margaret Laurino; and

WHEREAS, Thomas and Kathleen's strong example of love and devotion to 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 sixth day of February, 2002, do hereby congratulate Kathleen and Thomas on this special time of their lives together and we also wish them many more years of happiness; and

Be It Further Resolved, That a suitable copy of this resolution be presented to newlyweds Kathleen and Thomas Faber.

*CONGRATULATIONS EXTENDED TO LIEUTENANT COLONELS
DAVID AND SHERRY GRINDLE ON APPOINTMENT
AS DIVISIONAL AND REGIONAL LEADERS
OF THE SALVATION ARMY.*

WHEREAS, Lieutenant Colonels David and Sherry Grindle were appointed to serve as divisional and regional leaders of The Salvation Army Divisional Headquarters serving northern Illinois and Lake County, Indiana; and

WHEREAS, The Chicago City Council has been informed of this appointment by Alderman Margaret Laurino; and

WHEREAS, Lieutenant Colonels David and Sherry Grindle were selected to replace Colonels William and Nancy Roberts, who were promoted to serve as territorial commanders of The Salvation Army for Argentina/Paraguay/Uruguay; and

WHEREAS, Lieutenant Colonels David and Sherry Grindle most recently served as divisional leaders for the Minnesota and North Dakota Salvation Army and will bring to their new position a wealth of experience and knowledge; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council assembled this sixth day of February, 2002, do hereby congratulate Lieutenant Colonels David and Sherry Grindle on their appointment and do hereby extend our best wishes for their continued success and accomplishment; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Lieutenant Colonels David and Sherry Grindle.

*CONGRATULATIONS EXTENDED TO LIEUTENANT COLONELS
WILLIAM AND NANCY ROBERTS ON PROMOTION
TO TERRITORIAL COMMANDERS OF THE
SALVATION ARMY SOUTH
AMERICAN DIVISION.*

WHEREAS, Lieutenant Colonels William and Nancy Roberts were promoted to serve as territorial commanders, The Salvation Army South American Headquarters, serving Argentina/Paraguay/Uruguay; and

WHEREAS, The Chicago City Council has been informed of this appointment by Alderman Margaret Laurino; and

WHEREAS, Commissioned with The Salvation Army in 1971, since February, 1998 Lieutenant Colonel William Roberts has served as divisional commander and chief executive officer of The Salvation Army Metropolitan Division in Chicago; and

WHEREAS, Lieutenant Colonels William and Nancy Roberts's hard work, dedication and diligence to the mission of The Salvation Army will certainly be sorely missed by all. They have earned the respect, not only of their colleagues and staff, but also of the grateful Chicago public at large; now, therefore,

Be It Resolved, That we, the Mayor, and the members of the Chicago City Council assembled this sixth day of February, 2002, do hereby congratulate Lieutenant Colonels William and Nancy Roberts on their promotion and do hereby extend our best wishes for their continued success and accomplishment; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Lieutenant Colonels William and Nancy Roberts.

**CONGRATULATIONS EXTENDED TO BOY SCOUT TROOP 957
ON BEING HONORED BY MARX FOUNDATION.**

WHEREAS, Boy Scout Troop 957 was honored at the Marx Foundation Awards breakfast on January 11, 2002; and

WHEREAS, The Chicago City Council has been informed of this event by Alderman Margaret Laurino; and

WHEREAS, The Marx Foundation honors organizations that make significant contributions to the community; and

WHEREAS, For many years, Boy Scout Troop 957 has had an active role in providing charitable works to the community; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council assembled this sixth day of February, 2002, do hereby congratulate Boy Scout Troop 957 and do hereby express our best wishes for their continued success and achievement; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Boy Scout Troop 957.

CONGRATULATIONS EXTENDED TO EUGENE FIELD CIVIC
ASSOCIATION ON BEING HONORED BY
MARX FOUNDATION.

WHEREAS, The Eugene Field Civic Association was honored at the Marx Foundation Awards breakfast on January 11, 2002; and

WHEREAS, The Chicago City Council has been informed of this event by Alderman Margaret Laurino; and

WHEREAS, The Marx Foundation honors organizations that make significant contributions to the community; and

WHEREAS, Members of the Eugene Field Civic Association work tirelessly to make improvements to the Albany Park neighborhood; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council assembled this sixth day of February, 2002, do hereby congratulate the Eugene Field Civic Association and do hereby express our best wishes for their continued success and achievement; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the Eugene Field Civic Association.

CONGRATULATIONS EXTENDED TO GOOD COUNCIL HIGH SCHOOL
ON BEING HONORED BY MARX FOUNDATION.

WHEREAS, Good Council High School was honored at the Marx Foundation Awards breakfast on January 11, 2002; and

WHEREAS, The Chicago City Council has been informed of this event by Alderman Margaret Laurino; and

WHEREAS, The Marx Foundation honors organizations that make significant contributions to the community; and

WHEREAS, Teachers and administrators at Good Council High School work tirelessly to provide an outstanding education to young women of the community; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council assembled this sixth day of February, 2002, do hereby congratulate Good Council High School and do hereby express our best wishes for their continued success and achievement; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Good Council High School.

**CONGRATULATIONS EXTENDED TO MS. FLORENCE STOLLER
AND JENSEN CIVIC ASSOCIATION ON BEING HONORED
BY MARX FOUNDATION.**

WHEREAS, The Jensen Civic Association was honored at the Marx Foundation Awards breakfast on January 11, 2002; and

WHEREAS, The Chicago City Council has been informed of this event by Alderman Margaret Laurino; and

WHEREAS, The Marx Foundation honors organizations that make significant contributions to the community; and

WHEREAS, Members of the Jensen Civic Association, under the leadership of Florence Stoller, work tirelessly to make improvements to the Albany Park community; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council assembled this sixth day of February, 2002, do hereby congratulate Florence Stoller and the Jensen Community Association and do hereby express our best wishes for their continued success and achievement; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the Jensen Community Association.

CONGRATULATIONS EXTENDED TO MAYFAIR GARDEN CLUB
ON BEING HONORED BY MARX FOUNDATION.

WHEREAS, The Mayfair Garden Club was honored at the Marx Foundation Awards breakfast on January 11, 2002; and

WHEREAS, The Chicago City Council has been informed of this event by Alderman Margaret Laurino; and

WHEREAS, The Marx Foundation honors organizations that make significant contributions to the community; and

WHEREAS, Members of the Mayfair Garden Club work tirelessly to make improvements to and beautify the Mayfair community; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council assembled this sixth day of February, 2002, do hereby congratulate the Mayfair Garden Club and do hereby express our best wishes for their continued success and achievement; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the Mayfair Garden Club.

CONGRATULATIONS EXTENDED TO FRIENDS OF MAYFAIR LIBRARY
ON BEING HONORED BY MARX FOUNDATION.

WHEREAS, The Friends of Mayfair Library was honored at the Marx Foundation Awards breakfast on January 11, 2002; and

WHEREAS, The Chicago City Council has been informed of this event by Alderman Margaret Laurino; and

WHEREAS, The Marx Foundation honors organizations that make significant contributions to the community; and

WHEREAS, Members of the Friends of Mayfair Library work tirelessly to make improvements to the Mayfair Library; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council assembled this sixth day of February, 2002, do hereby congratulate the Friends of Mayfair Library and do hereby express our best wishes for their continued success and achievement; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the Friends of Mayfair Library.

*CONGRATULATIONS EXTENDED TO MAYFAIR LIONS CLUB
ON BEING HONORED BY MARX FOUNDATION.*

WHEREAS, The Mayfair Lions Club was honored at the Marx Foundation Awards breakfast on January 11, 2002; and

WHEREAS, The Chicago City Council has been informed of this event by Alderman Margaret Laurino; and

WHEREAS, The Marx Foundation honors organizations that make significant contributions to the community; and

WHEREAS, For many years, the Mayfair Lions Club has had an active role in providing charitable works to the Mayfair community; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council assembled this sixth day of February, 2002, do hereby congratulate the Mayfair Lions Club and do hereby express our best wishes for their continued success and achievement; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the Mayfair Lions Club.

*CONGRATULATIONS EXTENDED TO NORTH PARK COMMUNITY
WATCH ON BEING HONORED BY MARX FOUNDATION.*

WHEREAS, The North Park Community Watch was honored at the Marx Foundation Awards breakfast on January 11, 2002; and

WHEREAS, The Chicago City Council has been informed of this event by Alderman Margaret Laurino; and

WHEREAS, The Marx Foundation honors organizations that make significant contributions to the community; and

WHEREAS, Members of the North Park Community Watch work tirelessly to make improvements to their North Park neighborhood; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council assembled this sixth day of February, 2002, do hereby congratulate the North Park Community Watch and do hereby express our best wishes for their continued success and achievement; and

Be It Further Resolved, That a suitable copy of this resolution be presented to North Park Community Watch.

*CONGRATULATIONS EXTENDED TO NORTH PARK VILLAGE SENATE
ON BEING HONORED BY MARX FOUNDATION.*

WHEREAS, The North Park Village Senate was honored at the Marx Foundation Awards breakfast on January 11, 2002; and

WHEREAS, The Chicago City Council has been informed of this event by Alderman Margaret Laurino; and

WHEREAS, The Marx Foundation honors organizations that make significant contributions to the community; and

WHEREAS, Members of the North Park Village Senate work tirelessly to provide services to seniors; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council assembled this sixth day of February, 2002, do hereby congratulate the North Park Village Senate and do hereby express our best wishes for their continued success and achievement; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the North Park Village Senate.

CONGRATULATIONS EXTENDED TO SAUGANASH GARDEN CLUB
ON BEING HONORED BY MARX FOUNDATION.

WHEREAS, The Sauganash Garden Club was honored at the Marx Foundation Awards breakfast on January 11, 2002; and

WHEREAS, The Chicago City Council has been informed of this event by Alderman Margaret Laurino; and

WHEREAS, The Marx Foundation honors organizations that make significant contributions to the community; and

WHEREAS, Members of the Sauganash Garden Club work tirelessly to make improvements to and beautify the Sauganash community; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council assembled this sixth day of February, 2002, do hereby congratulate the Sauganash Garden Club and do hereby express our best wishes for their continued success and achievement; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the Sauganash Garden Club.

*CONGRATULATIONS EXTENDED TO SAUGANASH WOMEN'S CLUB
ON BEING HONORED BY MARX FOUNDATION.*

WHEREAS, The Sauganash Women's Club was honored at the Marx Foundation Awards breakfast on January 11, 2002; and

WHEREAS, The Chicago City Council has been informed of this event by Alderman Margaret Laurino; and

WHEREAS, The Marx Foundation honors organizations that make significant contributions to the community; and

WHEREAS, For the past seventy-five years, members of the Sauganash Woman's Club have made countless contributions to the Sauganash community; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council assembled this sixth day of February, 2002, do hereby congratulate the Sauganash Women's Club and do hereby express our best wishes for their continued success and achievement; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the Sauganash Women's Club.

*CONGRATULATIONS EXTENDED TO SOKOL COMMUNITY CENTER
ON BEING HONORED BY MARX FOUNDATION.*

WHEREAS, The Sokol Community Center was honored at the Marx Foundation Awards breakfast on January 11, 2002; and

WHEREAS, The Chicago City Council has been informed of this event by Alderman Margaret Laurino; and

WHEREAS, The Marx Foundation honors organizations that make significant contributions to the community; and

WHEREAS, Members of the Sokol Community Center work tirelessly to make improvements to their neighborhood; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council assembled this sixth day of February, 2002, do hereby congratulate the Sokol Community Center and do hereby express our best wishes for their continued success and achievement; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Sokol Community Center.

Presented By

**ALDERMAN O'CONNOR (40th Ward),
ALDERMAN M. SMITH (48th Ward) And
ALDERMAN MOORE (49th Ward):**

TRIBUTE TO LATE MS. ANNETTE R. SCHROEDER.

WHEREAS, God in His infinite wisdom and judgment has called to her eternal reward Annette R. Schroeder, beloved citizen and friend, January 20, 2002, at the age of sixty-three years; and

WHEREAS, A native of Missouri, Annette R. Schroeder earned a degree in accounting from Roosevelt University and spent her entire professional life in Chicago, the last twenty-three years in Edgewater, where for two full decades she served on the Board of Directors of the Edgewater Community Council; and

WHEREAS, Annette R. Schroeder was employed by business and government and spent most of her free time tirelessly serving her grateful north side community. A citizen of courage, energy, and a powerful sense of commitment, she became a leading community activist and unswervingly met head-on the problems caused by gangs, irresponsible landlords, and drug dealers. Even the threat of violence -- arrows through her front window -- did not intimidate her, and she persevered until she helped force gangs from her immediate neighborhood; and

WHEREAS, Although most often privately employed, Annette R. Schroeder was once a City of Chicago employee, assisting her friend and mentor Kathy Osterman

when the latter was Director of Special Events in the early days of the Richard M. Daley administration. She applied to her office the same verve, determination and skill with which she addressed neighborhood problems. She exemplified an exalted standard of public service; and

WHEREAS, It was through the Edgewater Community Council that Annette R. Schroeder's positive influence reached its widest scope. Most recently she served as its treasurer and was its president for three years in the late 1980s. More currently, she chaired its Finance Committee and its Edgewater Beautiful Committee, was a member of its Granville Task Force and Thorndale Task Force, and of the 24th District C.A.P.S. Advisory Committee. She took part in virtually every development in the Edgewater community over the past three decades and the enormous void her death has created will be difficult to fill; and

WHEREAS, Annette R. Schroeder leaves to celebrate her considerable accomplishments two sisters, Nancy Ebert and Jeanne Hayden; a brother, Thomas; and many friends; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the the City of Chicago, gathered here this sixth day of February, 2002 A.D., do hereby express our sorrow on the death of Annette R. Schroeder 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 Annette R. Schroeder.

Presented By

ALDERMAN NATARUS (42nd Ward):

**CONGRATULATIONS EXTENDED TO MR. AND MRS. JOHN PESOLI
ON FIFTIETH WEDDING ANNIVERSARY.**

WHEREAS, Their devoted family and friends are gathering February 9, 2002, to pay tribute to Mr. and Mrs. John Pesoli in celebration of their fifty golden years of wedded bliss; and

WHEREAS, Both native Chicagoans, John Pesoli and the former Rose Esposito were joined in holy matrimony February 9, 1952, and except for the past seven years, have lived in the Taylor Street area of Chicago's great near southwest side, raising their children there and making vital contributions to their grateful community; and

WHEREAS, The Pesoli family, eight children and now fourteen grandchildren strong, represents the strength and solidity which enriching values bring to family life; John Pesoli, who was for many years a City of Chicago electrician, has retired to spend quality time with his loving wife, children and grandchildren, and with the couple's many friends; and

WHEREAS, This golden anniversary celebration is being given for Rose and John Pesoli by their devoted children. One daughter, Denise, is deceased and the loving couple celebrate this great occasion with John's daughter, Rosemary, and Rose and John's six children who remain and attest to the durability of their union: Vito (Theresa), Victoria (Dominic) Saviano, John (Frances), Dino (Gina), Dominic and Elaine (Frank) Ritacco. Joining in the general festivities are grandchildren: Denise, Autumn, Nicole, Vito, John, Dena Marie, Dominique, Stephanie, Danielle, Joseph, Gabrielle, Anthony, Anjelica and Karah; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled in meeting this sixth day of February, 2002, do hereby join in the tribute to Mr. and Mrs. John Pesoli on the occasion of their golden wedding anniversary; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Mr. and Mrs. John Pesoli.

**CONGRATULATIONS EXTENDED TO CHICAGO SHAKESPEARE
THEATER ON TENTH ANNIVERSARY.**

WHEREAS, Chicago Shakespeare Theater's Team Shakespeare was launched in 1992, in conjunction with the opening of the Chicago Shakespeare Theater; and

WHEREAS, Chicago Shakespeare Theater's Team Shakespeare is one of the most extensive education programs of its kind in the United States; and

WHEREAS, Chicago Shakespeare Theater's Team Shakespeare has reached five hundred thousand students since its inception; and during the present season, sixty thousand secondary and middle school students attended the three full-length matinee productions that comprise the Theater's annual subscription series; and

WHEREAS, Chicago Shakespeare Theater's Team Shakespeare further supports the school curriculum by offering an abridged adaption of one of Shakespeare's most frequently studied plays specifically for student audiences; and

WHEREAS, Chicago Shakespeare Theater's Team Shakespeare brings productions to thirty thousand students at twenty-five school sites throughout Illinois; and

WHEREAS, Chicago Shakespeare Theater's Team Shakespeare offers teacher workshops free of charge to all teachers in the Teacher Resource Center located on the theater's fourth floor; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled in meeting this sixth day of February, 2002, do hereby honor and congratulate Chicago Shakespeare Theater on its tenth anniversary; and

Be It Further Resolved, That a suitable copy of the resolution be prepared and presented to Brenda Gaines, Artistic Director of the Chicago Shakespeare Theater.

CONGRATULATIONS EXTENDED TO FLAIR COMMUNICATIONS
AGENCY ON THIRTY-EIGHTH ANNIVERSARY.

WHEREAS, Lee Francis Flaherty founded Flair Communications Agency in 1964 and serves as chief executive officer; and

WHEREAS, Lee Francis Flaherty received the Horatio Award for entrepreneurship, was twice voted the Promotion Marketing Executive of the Year, was named a Marketing All-Star by the readers of the *Gallagher Report* eleven times, and regularly guest lectures at M.B.A. schools; and

WHEREAS, Lee Francis Flaherty in 1977 founded the Chicago Marathon, at one time America's largest run, attracting thirty-seven thousand five hundred runners from around the world and raising \$2.5 Million annually for the Leukemia Society of America; and

WHEREAS, Lee Francis Flaherty, a member of the President's Council on Physical Fitness and Sports, is a marathon runner and tri-athlete, and held the title of United States All-Service Middleweight Boxing Champion; and

WHEREAS, Flair Communications Agency, located in an 1883 historical landmark building known as Flair House, has received countless awards and recognitions including the Chicago Beautification Award, National Architectural Recognition, Rehabilitation Gold Award, Great American Victorial Preservation, one of American's Top Ten Working Environments and the Millennium Gold Award for Rooftop Gardens; and

WHEREAS, Flair Communications Agency has consistently won the greatest number of awards in the promotional-marketing industry, including a Top Five ranking in *PROMO* magazine for seven consecutive years, Marketing Agency of the Year in 1994, Interactive Media poll's Most Admired Agency in America in 1997 and winner of twenty-five World Hall of Fame Promotions; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled in meeting this sixth day of February, 2002, do hereby honor and congratulate Flair Communications Agency and Lee Francis Flaherty as it begins its thirty-eighth year in business; and

Be It Further Resolved, That a suitable copy of the resolution be prepared and presented to Lee Flaherty, Founder and Chief Executive Officer of Flair Communications Agency.

CONGRATULATIONS EXTENDED TO MAGELLAN DEVELOPMENT GROUP,
LTD. AND NEAR NORTH PROPERTIES, INC. ON RECEIPT OF
2002 INSTITUTE HONOR AWARD FOR REGIONAL
AND URBAN DESIGN.

WHEREAS, Lakeshore East Master Plan, developed by Magellan Development Group, Ltd. and near North Properties, Inc., is a twenty-eight acre site located at the juncture of the Chicago River and Lake Michigan, bounded by three levels of Columbus Drive on the west, two levels of Lakeshore Drive on the east, three levels of Wacker Drive on the north and three levels of Randolph Street on the south, representing one of the largest remaining vacant development sites in a major downtown in the United States; and

WHEREAS, Lakeshore East Master Plan creates a vibrant new neighborhood for thousands within walking distance to public transit and downtown offices; a network of streets and open spaces that connect to other developments and amenities in the city; and

WHEREAS, Lakeshore East Master Plan features a public park, a public elementary school and new park district field house that will attract families; and

WHEREAS, Lakeshore East Master Plan overcame physical constraints, "urban barriers" and concerns of neighboring residents; and

WHEREAS, Lakeshore East Master Plan has received the 2002 Institute Honor Award for Regional and Urban Design from the American Institute of Architects; and

WHEREAS, The 2002 Institute Honor Award for Regional and Urban Design will be presented to Lakeshore East Master Plan at the A.I.A. National Convention Honors and Awards Ceremony in Charlotte, North Carolina on Saturday, May 11, 2002; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled in meeting this sixth day of February, 2002, do hereby honor and congratulate Magellan Development Group, Ltd. and Near North Properties, Inc.; and

Be It Further Resolved, That a suitable copy of the resolution be prepared and presented to Joel M. Carlins, President of Magellan Development Group and James Loewenberg, President of Near North Properties, Inc.

**CONGRATULATIONS EXTENDED TO FRANCES XAVIER WARDE
SCHOOLS ON CONDUCT OF ANNUAL BENEFIT GALA.**

WHEREAS, The Frances Xavier Warde Schools were founded in 1989 to provide a high quality, value-driven academic curriculum for students of all ethnic, religious and socioeconomic backgrounds; and

WHEREAS, The Frances Xavier Warde Schools are located at two campuses in downtown Chicago, Old St. Patrick's and Holy Name, with over six hundred students in preschool through eighth grade; and

WHEREAS, The Frances Xavier Warde Schools provide a unique urban educational program for children from thirty-eight diverse neighborhoods within Chicago and fifteen suburban communities; and

WHEREAS, The Frances Xavier Warde Schools have an average class size of twenty children; an average student/teacher ratio of 13:1; and preschool and kindergarten and after-school programs accredited through the National Association for Education of Young Children; and

WHEREAS, The Frances Xavier Warde Schools have received \$3.2 Million to support financially disadvantaged students who represent thirty percent of students; and

WHEREAS, The Frances Xavier Warde School receives funds from efforts undertaken by parents, alumni and friends of The Frances Xavier Warde Schools; and

WHEREAS, The Frances Xavier Warde Schools, on February 3, 2002 will host its Annual Benefit "Gala 2002" at the Field 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 sixth day of February, 2002, do hereby honor and congratulate the Frances Xavier Warde Schools; and

Be It Further Resolved, That a suitable copy of the resolution be prepared and presented to Mary Ellen Caron, Executive Director of the Frances Xavier Warde Schools.

*CONGRATULATIONS EXTENDED TO WFMT RADIO
ON FIFTIETH ANNIVERSARY.*

WHEREAS, Bernard Jacobs and his wife, Rita, purchased a struggling radio station, now called WFMT, and began broadcasting on December 13, 1951; and

WHEREAS, WFMT in 1957 received its first national award: an Alfred I. DuPont Award as the country's best broadcaster in a small station; and three years later won the same award in the large station category; and

WHEREAS, WFMT for fifty years has remained dedicated to presenting the best of classical music and other fine arts entertainment, as well as the highest standards in programming, engineering and advertising; and

WHEREAS, WFMT is the radio home of the Chicago Symphony Orchestra and Lyric Opera of Chicago; and

WHEREAS, WFMT devotes enormous resources to performing artists in live and taped presentations recorded at the station's state-of-the-art Fay and Daniel Levin Performance Studio, as well as concert halls and opera houses around the world; and

WHEREAS, WFMT to celebrate its fiftieth anniversary offered performances, humor and spoken word gems from WFMT archives; a gala event at the Four Seasons Hotel with a program hosted by the Chicago Symphony Orchestra's Henry Fogel; special live programming on its anniversary day, December 13, 2001 live from Ganz Hall at Chicago College of Performing Arts of Roosevelt University; and many more activities during the year; and

WHEREAS, WFMT presently enjoys the largest audience and highest ratings in its history and is one of the world's largest distributors of cultural programs; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled in meeting this sixth day of February, 2002, do hereby honor and congratulate WFMT on its fiftieth anniversary; and

Be It Further Resolved, That a suitable copy of the resolution be prepared and presented to Steve Robinson, Senior Vice President of WFMT.

Presented By

ALDERMAN HANSEN (44th Ward):

**GRATITUDE EXTENDED TO MR. STEVEN J. SORFLEET
FOR DEDICATED SERVICE TO CITY OF CHICAGO.**

WHEREAS, Steven J. Sorfleet is about to complete his twentieth year of service with the City of Chicago's Department of Streets and Sanitation; and

WHEREAS, Steven J. Sorfleet, through his diligent attention to duty, has risen to the position of General Superintendent of Traffic Services in the Department; and

WHEREAS, Steven J. Sorfleet in that position has vigorously supervised the towing of abandoned and misparked vehicles, thus making life easier for Chicago's law-abiding citizens; and

WHEREAS, Steven J. Sorfleet's efforts are especially valued by the residents of Wrigleyville during those Cub night games; and

WHEREAS, Steven J. Sorfleet, a life-long Chicagoan, resides with his wife, Heather, in Morgan Park where they have raised two wonderful daughters, Kelly and Rachel; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled here this sixth day of February, 2002, express our thanks to Steven J. Sorfleet for his years of devoted service, congratulate him on his twentieth anniversary with the city, and wish him and his family many more years of happiness in Chicago; and

Be It Further Resolved, That a suitable copy of this resolution be prepared for presentation to Steven J. Sorfleet.

Presented By

ALDERMAN SCHULTER (47th Ward):

TRIBUTE TO LATE MS. KELLIE A. ALLEN.

WHEREAS, God in His infinite wisdom has called to her eternal reward Kellie A. Allen, beloved citizen and friend; and

WHEREAS, The City Council of the City of Chicago has been informed of her passing by Alderman Gene Schulter; and

WHEREAS, She leaves to mourn her sons Josh, Nicholas and Mattie; parents Thomas and Marilyn; sisters Debbie, Patti, Carrie, Cindy and Tammy; and many nieces and nephews; and

WHEREAS, To her family and friends, Kellie Allen will be deeply missed, but the memory of her character, intelligence and compassion will live on in those who knew and loved her; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this sixth day of February, 2002 A.D., do hereby express our sorrow on the death of Kellie Allen, 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 Kellie Allen.

*DECLARATION OF FEBRUARY, 2002 AS "MONTH OF
KARNEVALL" IN CHICAGO.*

WHEREAS, One of the wonders of the great City of Chicago is its enviable cultural heritage, with contributions from every corner of the globe; and

WHEREAS, Among the earliest settlers in Chicago were the Germans, who brought their rich culture to blend with the native and other foreign cultures which were established in the last century; and

WHEREAS, The bountiful German heritage, including, but by no means limited to language, religion, literature, music, art and cuisine, enriches our lives daily, and our German-American population is one of the most civic-minded, influential and educated among our citizens; and

WHEREAS, One particular organization, the Rheinischer Verein Chicago Group, take time this month of February, 2002 to observe the great benefits of German-American relations and the outstanding contributions of our German-American citizens to our great land, and to celebrate with a Masquerade Ball and Mardi Gras event; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this sixth day of February, 2002 A.D., do hereby declare February, 2002 to be known as "Month of Karnevall" in Chicago and call to public attention to the many observances planned for that date.

MATTERS PRESENTED BY THE ALDERMEN.

**(Presented By Wards, In Order, Beginning
With The Fiftieth 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
GRANATO (1 st Ward)	West Division Street, at 1500 -- 8:00 A.M. to 10:00 P.M. -- daily;
	West Grand Avenue, at 1600 -- 1608 -- 6:00 P.M. to 6:00 A.M. -- daily;

2/6/2002

NEW BUSINESS PRESENTED BY ALDERMEN 79421

Alderman	Location, Distance And Time
HAIRSTON For LYLE (6 th Ward)	East 75 th Street, at 200 -- 8:00 A.M. to 3:00 P.M. -- Monday through Friday;
TROUTMAN (20 th Ward)	South Dorchester Avenue and South Blackstone Avenue (south side) at 6100 -- 8:00 A.M. to 4:00 P.M. -- Monday through Friday;
OCASIO (26 th Ward)	North Rockwell Street, at 3027, for a distance of 25 feet -- 8:00 A.M. to 6:00 P.M. -- Monday through Friday;
BURNETT (27 th Ward)	West Grand Avenue, at 1001 -- 9:00 A.M. to 5:00 P.M. -- Monday through Saturday; North Wells Street, at 1400 -- at all times -- Sunday through Saturday;
E. SMITH (28 th Ward)	Alley of West Jackson Boulevard, at 2859 -- at all times -- daily;
WOJCIK (30 th Ward)	North Cicero Avenue, at 3507 -- 15 minute limit with hazard lights activated -- 8:00 A.M. to 6:00 P.M. -- Monday through Saturday;
LAURINO (39 th Ward)	North Elston Avenue (east side) at 4900, from North Elston Avenue to the first driveway south thereof -- 8:00 A.M. to 6:00 P.M. -- Monday through Friday;

Alderman	Location, Distance And Time
O'CONNOR (40 th Ward)	West Lawrence Avenue, at 2750 -- 8:00 A.M. to 9:00 P.M. -- Monday through Saturday;
NATARUS (42 nd Ward)	West Ohio Street, at 8 -- 15 minute limit with hazard lights activated -- 10:00 A.M. to 6:00 P.M.;
	East Ohio Street, at 15 (for two automobiles) 15 minute limit with hazard lights activated -- at all times -- daily;
	North State Street (east side) from East Banks Street to East Schiller Street -- 15 minute limit with hazard lights activated -- at all times;
	West Superior Street, at 340 -- 15 minute limit with hazard lights activated -- at all times -- daily;
HANSEN (44 th Ward)	North Clark Street, at 2849 -- 8:00 A.M. to 6:00 P.M. -- Monday through Friday;
	North Clark Street, at 2952 -- at times -- daily;
LEVAR (45 th Ward)	North Northwest Highway, at 5569, from North Meade Avenue to a point 80 feet west of North Northwest Highway -- 30 minute limit -- 7:00 A.M. to 8:00 P.M. -- daily;
SHILLER (46 th Ward)	North Broadway (east side) at 3831 -- for a distance of 25 feet -- 10:00 A.M. to 12:00 Noon -- Monday, Wednesday and Friday;

Alderman

Location, Distance And Time

SCHULTER (47th Ward)

West Irving Park Road (north side) from a point 140 feet east of North Campbell Avenue, to a point 165 feet east thereof -- 15 minute limit with hazard lights activated -- 7:00 A.M. to 9:00 P.M. -- Monday through Friday.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
LOADING ZONE ON PORTION OF
WEST SUPERIOR STREET.

Alderman Natarus (42nd Ward) presented a proposed ordinance to amend an ordinance passed by the City Council on March 30, 1988 (*Journal of the Proceedings of the City Council*, page 11662) which established loading zones on portions of specified public ways by striking the words: "West Superior Street (north side) from a point 77 feet east of North Dearborn Street, to a point 29 feet east thereof -- loading zone -- at all times" and inserting in lieu thereof: "West Superior Street (north side) from a point 77 feet East of North Dearborn Street, to a point 29 feet east thereof -- 15 minute loading zone -- unattended vehicles must have lights flashing -- tow-away zone after 15 minutes -- at all times", which was *Referred to the Committee on Traffic Control and Safety*.

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 Direction
<i>TILLMAN</i> (3 rd Ward)	South Federal Street, from West 39 th Street to West 35 th Street -- northerly; South Federal Street, from West 39 th Street to West 55 th Street -- southerly;
<i>BEALE</i> (9 th Ward)	East 133 rd Street, from South Evans Avenue to South Greenwood Avenue -- easterly;
<i>BURKE</i> (14 th Ward)	West 35 th Place, from South St. Louis Avenue to South Homan Avenue -- easterly;
<i>ZALEWSKI</i> (23 rd Ward)	South Lorel Avenue, from West 54 th Street to West 55 th Street -- northerly;
<i>SUAREZ</i> (31 st Ward)	Alley of West Parker Avenue, from North Kostner Avenue to North Kilbourn Avenue -- westerly.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
ONE-WAY TRAFFIC RESTRICTION ON PORTION
OF SOUTH ADA STREET.

Alderman Murphy (18th 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 8200 block -- southerly" and inserting in lieu thereof: "South Ada Street, in the 8200 block -- northerly", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
ONE-WAY TRAFFIC RESTRICTION ON PORTION
WEST SCHUBERT AVENUE.

Alderman Colom (35th 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: "West Schubert Avenue, from North St. Louis Avenue to the second alley thereof at 3414 west -- westerly" and inserting in lieu thereof: "West Schubert Avenue, from North St. Louis Avenue to the second alley thereof at 3414 west -- easterly", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AUTHORIZATION FOR TWO-WAY TRAFFIC
ON PORTION OF WEST BELDEN AVENUE.

Alderman Ocasio (26th Ward) presented a proposed ordinance authorizing the Commissioner of Transportation to allow traffic to flow in both directions on West Belden Avenue, which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- CONSIDERATION FOR REMOVAL OF PARKING
METERS AT 4848 NORTH SHERIDAN ROAD.

Alderman Shiller (46th Ward) presented a proposed order to give consideration to the removal of ten parking meters located at 4848 North Sheridan Road, which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- LIMITATION OF PARKING DURING SPECIFIED
HOURS AT DESIGNATED LOCATIONS.

The aldermen named below presented proposed ordinances to limit the parking of vehicles 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>BANKS</i> (36 th Ward)	West Diversey Avenue, at 6050 -- 15 minute limit -- 9:00 A.M. to 6:00 P.M. -- Monday through Saturday; West Belmont Avenue, at 6744 -- 15 minute limit -- 6:00 A.M. to 9:00 P.M. -- daily;
<i>LEVAR</i> (45 th Ward)	North Meade Avenue, alongside of 5569 North Northwest Highway to a point approximately 120 feet north thereof, for eight parking spaces -- 15 minute limit -- 7:00 A.M. to 8:00 P.M. -- daily.

Referred -- PROHIBITION OF PARKING AT ALL
TIMES AT DESIGNATED LOCATIONS.

The aldermen named below presented proposed ordinances to prohibit the parking of vehicles at all times at the locations designated and for the distances specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

2/6/2002

NEW BUSINESS PRESENTED BY ALDERMEN 79427

Alderman	Location, Distance And Time
<i>TILLMAN</i> (3 rd Ward)	South Dr. Martin Luther King, Jr. Drive, at 4747 (except for handicapped); South State Street (west side) from West 35 th Street to West 37 th Street; South State Street (west side) from West 39 th Street to West 35 th Street; West 50 th Street, at 739 (except for Handicapped Parking Permit 27072);
<i>HAIRSTON</i> (5 th Ward)	South Crandon Avenue, at 6700 (except for Handicapped Parking Permit 31334); South Kenwood Avenue, at 7411 (except for Handicapped Parking Permit 31070); South Oglesby Avenue, at 6720 (except for Handicapped Parking Permit 31063); East 71 st Place, at 1326 (except for Handicapped Parking Permit 15268); East 73 rd Place, at 1960 (except for Handicapped Parking Permit 31067);
<i>HAIRSTON</i> For <i>LYLE</i> (6 th Ward)	South Eberhart Avenue, at 8028 (except for Handicapped Parking Permit 26945); South Emerald Avenue, at 6850 (except for Handicapped Parking Permit 31949); South Langley Avenue, at 7242 (except for Handicapped Parking Permit 26948); South Perry Avenue, at 7235 (except for Handicapped Parking Permit 30022);

Alderman	Location, Distance And Time
	South Perry Avenue, at 7433 (except for Handicapped Parking Permit 26932);
	South Prairie Avenue, at 9755 (except for Handicapped Parking Permit 31139);
	South Ridgeland Avenue, at 9358 (except for Handicapped Parking Permit 31152);
	South Vernon Avenue, at 9419 (except for Handicapped Parking Permit 31769);
<i>STROGER</i> (8 th Ward)	South Bennett Avenue, at 7748 (except for Handicapped Parking Permit 27314);
	South Ellis Avenue, at 9817 (except for Handicapped Parking Permit 26621);
	South Ridgeland Avenue, at 7919 (except for Handicapped Parking Permit 26626);
	South Ridgeland Avenue, at 7966 (except for Handicapped Parking Permit 27346);
	South Woodlawn Avenue, at 7925 (except for Handicapped Parking Permit 27319);
<i>BEALE</i> (9 th Ward)	South Prairie Avenue, at 10006 (except for Handicapped Parking Permit 29655);
	West 128 th Street, at 525 (except for Handicapped Parking Permit 29658);
<i>FRIAS</i> (12 th Ward)	South Francisco Avenue, at 3500 (except for Handicapped Parking Permit 31310);
	South Hoyne Avenue, at 4753 (except for Handicapped Parking Permit 30221);

2/6/2002

NEW BUSINESS PRESENTED BY ALDERMEN 79429

Alderman	Location, Distance And Time
	South Washtenaw Avenue, at 4211 (except for Handicapped Parking Permit 27896);
	West 38 th Place, at 3120 (except for Handicapped Parking Permit 27913);
OLIVO (13 th Ward)	South Keating Avenue, at 6122 (except for Handicapped Parking Permit 30920);
	West 60 th Place, at 3636 (except for Handicapped Parking Permit R 44800);
	West 61 st Street, at 3536 (except for Handicapped Parking Permit R 55836);
	West 64 th Street, at 5909 (except for Handicapped Parking Permit H 25841);
BURKE (14 th Ward)	South Homan Avenue, at 4343 (except for Handicapped Parking Permit 31913);
	South Richmond Street, at 5115 (except for Handicapped Parking Permit 29700);
	South Richmond Street, at 5738 (except for Handicapped Parking Permit 29710);
	South Sawyer Avenue, at 6054 (except for handicapped);
	West 65 th Place, at 3234 (except for Handicapped Parking Permit 29671);
T. THOMAS (15 th Ward)	South Campbell Avenue, at 7119 (except for Handicapped Parking Permit 29044);

Alderman	Location, Distance And Time
	South Honore Street, at 5514 (except for Handicapped Parking Permit 30824);
	South Wood Street, at 6010 (except for Handicapped Parking Permit 30788);
<i>MURPHY</i> (18 th Ward)	South Washtenaw Avenue, at 8120 (except for Handicapped Parking Permit 25231);
<i>TROUTMAN</i> (20 th Ward)	South Indiana Avenue, at 6716 (except for Handicapped Parking Permit 31019);
<i>DE VILLE</i> (21 st Ward)	South Beverly Avenue, at 8901 (except for Handicapped Parking Permit 31996);
	South Laflin Street, at 9236 (except for Handicapped Parking Permit 31890);
	South Throop Street, at 9426 (except for Handicapped Parking Permit 28525);
<i>MUNOZ</i> (22 nd Ward)	South Kildare Avenue, at 2228 (except for Handicapped Parking Permit R 14153);
	South Komensky Avenue, at 3215 (except for Handicapped Parking Permit R 51617);
	South St. Louis Avenue, at 2335 (except for handicapped);
<i>ZALEWSKI</i> (23 rd Ward)	South Natchez Avenue, at 5912 (except for Handicapped Parking Permit 31295);

2/6/2002

NEW BUSINESS PRESENTED BY ALDERMEN 79431

Alderman	Location, Distance And Time
<i>SOLIS</i> (25 th Ward)	West 17 th Street, at 1819 (except for Handicapped Parking Permit 30281);
<i>OCASIO</i> (26 th Ward)	North Maplewood Avenue, at 2818, for a distance of 35 feet (except for handicapped); North Mozart Street, at 2642 for a distance of 35 feet (except for handicapped);
<i>BURNETT</i> (27 th Ward)	North Harding Avenue, at 1218 (except for Handicapped Parking Permit 30750);
<i>E. SMITH</i> (28 Ward)	West Jackson Boulevard, at 2859;
<i>CAROTHERS</i> (29 th Ward)	West Cortland Street, at 5942 (except for Handicapped Parking Permit 31320); North Menard Avenue, at 2511 (except for Handicapped Parking Permit 32020); West Quincy Street, at 5547 (except for Handicapped Parking Permit 30092);
<i>WOJCIK</i> (30 th Ward)	North Lamon Avenue, at 3145 (except for Handicapped Parking Permit 32000);
<i>SUAREZ</i> (31 st Ward)	North La Crosse Avenue, at 2042 (except for Handicapped Parking Permit 31507);
<i>MELL</i> (33 rd Ward)	North Campbell Avenue, at 4745 (except for handicapped);

Alderman

Location, Distance And Time

North Kedzie Avenue, at 3441 (except for Handicapped Parking Permit 31701);

North Richmond Street, at 3841 (except for Handicapped Parking Permit 26754);

North Richmond Street, at 3929 (except for Handicapped Parking Permit 53712);

North Rockwell Street, at 4744 (except for Handicapped Parking Permit 26749);

North Sawyer Avenue, at 4500 (except for Handicapped Parking Permit 31683);

North Troy Street, at 3317 (except for Handicapped Parking Permit 31702);

COLOM (35th Ward)

West Diversey Avenue, at 3239 (except for Handicapped Parking Permit 29807);

North Sawyer Avenue, at 2802 (except for Handicapped Parking Permit 32001);

BANKS (36th Ward)

North McVicker Avenue, at 2636 (except for Handicapped Parking Permit 26062);

MITTS (37th Ward)

West Race Avenue, at 5432 (except for Handicapped Parking Permit 27625);

West St. Paul Avenue, at 5023 (except for Handicapped Parking Permit 28148);

O'CONNOR (40th Ward)

North Campbell Avenue, at 5649 (except for Handicapped Parking Permit 26432);

2/6/2002

NEW BUSINESS PRESENTED BY ALDERMEN

79433

Alderman	Location, Distance And Time
	North Richmond Street, at 5719 (except for Handicapped Parking Permit 28138);
	West Winnemac Avenue, at 2757 (except for Handicapped Parking Permit 26456);
LEVAR (45 th Ward)	West Higgins Avenue, at 5632 (except for Handicapped Parking Permit 28688);
SHILLER (46 th Ward)	West Gordon Terrace, at 720, for a distance of 25 feet (except for handicapped);
SCHULTER (47 th Ward)	West Gunnison Street, at 2506 (except for Handicapped Parking Permit 28330);
	North Seeley Avenue, at 4918 (except for Handicapped Parking Permit 28294);
LEVAR For STONE (50 th Ward)	North Artesian Avenue, at 6430 (except for Handicapped Parking Permit G 98541).

*Referred -- PROHIBITION OF PARKING EXCEPT FOR
DISABLED AT DESIGNATED LOCATIONS.*

The aldermen named below presented ordinances to prohibit the parking of vehicles except for disabled at the locations designated, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location And Distance
<i>POPE</i> (10 th Ward)	South Avenue F, at 10439 (Disabled Parking Permit 31598); South Baltimore Avenue, at 8732 (Disabled Parking Permit 31094); South Buffalo Avenue, at 13301 (Disabled Parking Permit 26538); South Calhoun Avenue, at 10657 (Disabled Parking Permit 31088);
<i>BALCER</i> (11 th Ward)	South Damen Avenue, at 3809 (Disabled Parking Permit 31549); South Keeley Street, at 2920 (Disabled Parking Permit 29289); South Lloyd Avenue, at 3009 (Disabled Parking Permit 31552); South Lowe Avenue, at 4532 (Disabled Parking Permit 26808); South Marshfield Avenue, at 3416 (Disabled Parking Permit 31555); South Wells Street, at 3227 (Disabled Parking Permit 31543); West 32 nd Street, at 1050 (Disabled Parking Permit 31542); South Wood Street, at 3722 (Disabled Parking Permit 30458).

2/6/2002

NEW BUSINESS PRESENTED BY ALDERMEN 79435

Referred -- ESTABLISHMENT OF PARKING RESTRICTION ON
PORTIONS OF WEST ARTHINGTON STREET.

Alderman Chandler (24th Ward) presented a proposed ordinance for the establishment of two hour parking on both sides of the 3300 block of West Arthington Street and the establishment of handicapped accessible parking on the south side of West Arthington Street, in front of 3333, which was *Referred to Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
5834 NORTH ARTESIAN 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: "North Artesian Avenue, at 5834 (Handicapped Parking Permit 12602)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
2017 NORTH AVERS 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: "North Avers Avenue, at 2017 (Handicapped Parking Permit 16083)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
5353 WEST BELLE PLAINE AVENUE.

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 Belle Plaine Avenue, at 5353 (Handicapped Parking Permit 8924)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
1258 WEST BRYN MAWR AVENUE.

Alderman M. Smith (48th 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 Bryn Mawr, at 1258 (Handicapped Parking Permit 17956)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
6728 SOUTH EMERALD AVENUE.

Alderman Hairston for Alderman Lyle (6th 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 Emerald Avenue, at 6728 (Handicapped Parking Permit 13932)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
8234 SOUTH EVANS AVENUE.

Alderman Hairston for Alderman Lyle (6th 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 Evans Avenue, at 8234 (Handicapped Parking Permit 15388)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
9150 SOUTH GREENWOOD AVENUE.

Alderman Stroger (8th 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 Greenwood Avenue, at 9150 (Handicapped Parking Permit 16258)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
7133 SOUTH HARDING AVENUE.

Alderman Olivo (13th 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 Harding Avenue, at 7133 (Handicapped Parking Permit 26000)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
4842 NORTH HERMITAGE AVENUE.

Alderman Schulter (47th 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 Hermitage Avenue, at 4842 (Handicapped Parking Permit 16648)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
2238 SOUTH HOMAN AVENUE.

Alderman Munoz (22nd 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 Homan Avenue, at 2238 (Handicapped Parking Permit 15690)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
3831 WEST JACKSON BOULEVARD.

Alderman E. Smith (28th 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 Jackson Boulevard, at 3831 (Handicapped Parking Permit 13631)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
5528 SOUTH KARLOV AVENUE.

Alderman Olivo (13th 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 Karlov Avenue, at 5528 (Handicapped Parking Permit 12686)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
3340 NORTH KEATING 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 Keating Avenue, at 3340 (Handicapped Parking Permit 7725)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
3817 NORTH KEYSTONE 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 Keystone Avenue, at 3817 (Handicapped Parking Permit 16839)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
4621 SOUTH LECLAIRE AVENUE.

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: "South Leclaire Avenue, at 4621", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
8522 SOUTH MARSHFIELD AVENUE.

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 Marshfield Avenue, at 8522 (Handicapped Parking Permit 19470)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
8535 SOUTH MARSHFIELD AVENUE.

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 Marshfield Avenue, at 8535 (Handicapped Parking Permit 10295)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
10132 SOUTH MAY STREET.

Alderman DeVille (21st 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 May Street, at 10132 (Handicapped Parking Permit 11802)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
5311 SOUTH MENARD AVENUE.

Alderman Zalcwski (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: "South Menard Avenue, at 5311 (Handicapped Parking Permit 87861)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
1824 NORTH NATOMA AVENUE.

Alderman Banks (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 Natoma Avenue, at 1824 (Handicapped Parking Permit 12592)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
3006 NORTH NATOMA AVENUE.

Alderman Banks (36th 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 Natoma Avenue, at 3006 (Handicapped Parking Permit 5140)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
6449 NORTH TAHOMA 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 Tahoma Avenue, at 6449 (Handicapped Parking Permit 14560)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
8209 SOUTH VERNON AVENUE.

Alderman Lyle (6th 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 Vernon Avenue, at 8209 (Handicapped Parking Permit 16881)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
3812 WEST 58TH PLACE.

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 58th Place, at 3812 (Handicapped Parking Permit 18549)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
3436 WEST 60TH PLACE.

Alderman Olivo (13th 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 60th Place, at 3436 (Handicapped Parking Permit 21353)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
3240 WEST 65TH PLACE.

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: "West 65th Place, at 3240 (Handicapped Parking Permit 19451)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- RELOCATION OF PARKING PROHIBITION
TO 5440 WEST FULLERTON AVENUE.

Alderman Wojcik (30th Ward) presented a proposed ordinance to relocate a parking prohibition from its current location at 5438 West Altgeld Street to a new location at 5440 West Fullerton Avenue, which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- RELOCATION OF PARKING PROHIBITION
TO 1745 NORTH KEELER AVENUE.

Alderman Suarez (31st Ward) presented a proposed ordinance to relocate a parking prohibition from its current location at 2017 North Avers Avenue to a new location at 1745 North Keeler Avenue, which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- REMOVAL OF PARKING PROHIBITION
AT 7431 SOUTH STEWART AVENUE.

Alderman L. Thomas (17th Ward) presented a proposed order directing the Commissioner of Transportation to cause the removal of the prohibition against parking (except for the handicapped) at 7431 South Stewart Avenue, which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- REMOVAL OF PARKING PROHIBITION
AT 6716 SOUTH INDIANA AVENUE.

Alderman Troutman (20th Ward) presented a proposed ordinance for the removal of

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NEW BUSINESS PRESENTED BY ALDERMEN 79445

the parking prohibition (except for the handicapped) at 6716 South Indiana Avenue, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- ESTABLISHMENT OF NO TRUCK PARKING
AT ALL TIMES AT SUNDRY LOCATIONS.

Alderman Austin (34th Ward) presented proposed ordinances to establish no truck parking at all times at the locations specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

South Ashland Avenue (both sides) between West 111th Street and West 123rd Street;

South Halsted Street (both sides) between West 99th Street and West 129th Street;

South Vincennes Avenue (both sides) between West 107th Street and West 119th Street;

West 117th Street (both sides) between South Carpenter Street and South Racine Avenue; and

West 118th Street (both sides) between South Racine Avenue and South Loomis Street.

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
<i>HAIRSTON</i> For <i>LYLE</i> (6 th Ward)	South Michigan Avenue (both sides) in the 7300 block -- 6:00 P.M. to 3:00 A.M. -- daily; South Michigan Avenue (both sides) in the 7400 block -- 3:00 P.M. to 3:00 A.M. -- daily; East 70 th Place (both sides) from South Calumet Avenue to South Dr. Martin Luther King, Jr. Drive -- 4:00 P.M. to 3:00 A.M. -- daily;
<i>STROGER</i> (8 th Ward)	South Dorchester Avenue (both sides) in the 8600 block -- at all times -- daily;
<i>TROUTMAN</i> (20 th Ward)	South Princeton Avenue (both sides) in the 5500 block -- 6:00 A.M. to 6:00 P.M.;
<i>OCASIO</i> (26 th Ward)	West Lyndale Street, in the 2500 block.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
RESIDENTIAL PERMIT PARKING ZONE ON PORTION
OF NORTH MOZART STREET.

Alderman Granato (1st Ward) presented a proposed ordinance to amend an ordinance passed by the City Council on June 6, 2001 (*Journal of the Proceedings of the City Council*, page 60193) which established residential permit parking zones on portions of specified public ways by striking the words: "North Mozart Street, in the 900 block, between West Walton Street and West Chicago Avenue -- at all times -- daily (Zone 845)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- DESIGNATION OF SERVICE DRIVE/DIAGONAL PARKING
ON PORTION OF WEST FLETCHER STREET.

Alderman Wojcik (30th Ward) presented a proposed ordinance to designate a service drive and permit diagonal parking on the north side of the 4800 block of West Fletcher Street, between North Cicero Avenue and the first alley west thereof, 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
MURPHY (18 th Ward)	South Sacramento Avenue (east side) from West 86 th Place to the first alley south thereof -- 8:30 A.M. to 4:00 P.M. -- Monday through Friday;
MITTS (37 th Ward)	West Bloomingdale Avenue (both sides) from 4900 through 4920 -- 7:00 A.M. to 3:00 P.M. -- Monday through Friday;
LAURINO (39 th Ward)	North Pulaski Road (both sides) in the 5000 block, from West Argyle Street to West Foster Avenue -- at all times;
NATARUS (42 nd Ward)	North State Street (east side) from East Illinois Street to East Grand Avenue -- at all times -- daily;

Alderman

Location, Distance And Time

SHILLER (46th Ward)

North Broadway (east side) from a point 228 feet south of West Grace Street, to a point 32 feet south thereof -- 3:00 P.M. to 4:00 P.M. -- Monday through Thursday and 2:15 P.M. to 3:15 P.M. -- Friday.

Referred -- ESTABLISHMENT OF NO STOPPING/NO STANDING/
NO PARKING/TOW-WAY ZONE AT ALL TIMES ON
PORTION OF NORTH LARRABEE STREET.

Alderman Natarus (42nd Ward) presented a proposed ordinance to establish a no stopping/no standing/no parking/tow-away zone to be in effect at all times on both sides of North Larrabee Street, from West Superior Street to West Huron Street, which was *Referred to the Committed on Traffic Control and Safety*.

Referred -- ESTABLISHMENT OF TWENTY MINUTE STANDING
ZONE/TOW-AWAY ZONE DURING SPECIFIED HOURS
AT 761 WEST WAVELAND AVENUE.

Alderman Shiller (46th Ward) presented a proposed ordinance to establish a twenty minute standing zone/tow-away zone and require that unattended vehicles have hazard lights activated while at 761 West Waveland Avenue, for a distance of 40 feet, during the hours of 9:00 A.M. to 6:00 P.M., daily, which was *Referred to the Committed on Traffic Control and Safety*.

*Referred -- ESTABLISHMENT OF TEN MINUTE STANDING
ZONE/TOW-AWAY ZONE DURING SPECIFIED
HOURS AT 1255 WEST WILSON AVENUE.*

Alderman Shiller (46th Ward) presented a proposed ordinance to establish a ten minute standing zone/tow-away zone and require that unattended vehicles have hazard lights activated while at 1255 West Wilson Avenue, for a distance of 25 feet, during the hours of 9:00 A.M. to 5:00 P.M., Monday through Friday, 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
GRANATO (1 st Ward)	West Augusta Boulevard, at North Greenview Avenue -- "Stop";
TILLMAN (3 rd Ward)	South Vincennes Avenue, at East 46 th Street -- "Two-Way Stop";
	East 38 th Street, at South Calumet Avenue -- "Two-Way Stop";
	East 42 nd Street, at South Wabash Avenue -- "Two-Way Stop";
	East 48 th Street, at South Vincennes Avenue -- "Stop";

Alderman	Location And Type Of Sign
<i>PRECKWINKLE</i> (4 th Ward)	South Vincennes Avenue and East 49 th Street -- "All-Way Stop";
<i>HAIRSTON</i> (5 th Ward)	Alley south of 5712 South Kenwood Avenue -- "No Parking";
	South South Shore Drive, at East 54 th Street -- "Stop";
	Alley between 1315 and 1321 East 57 th Street -- "No Parking";
	Alley across from 1359 -- 1361 East 57 th Street -- "No Parking";
	Alley between 1314 and 1320 East 58 th Street -- "No Parking";
	West 74 th Place and South Blackstone Avenue -- "Stop";
<i>HAIRSTON</i> For <i>LYLE</i> (6 th Ward)	South Eberhart Avenue, at 8200 -- "Three-Way Stop";
	South Michigan Avenue, at East 90 th Street -- "Stop";
	East 89 th Street and South Wabash Avenue -- "All-Way Stop";
	East 90 th Street (northbound) at South Indiana Avenue -- "All-Way Stop";
	East 90 th Street (southbound) at South Indiana Avenue -- "All-Way Stop";
	East 90 th Street and South Wabash Avenue -- "All-Way Stop";

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Alderman	Location And Type Of Sign
BALCER (11 th Ward)	West 31 st Street, at South Racine Avenue -- "Stop";
OLIVO (13 th Ward)	West 64 th Place, at South Major Avenue -- "Stop";
BURKE (14 th Ward)	West 40 th Street, at South Talman Avenue -- "Stop";
L. THOMAS (17 th Ward)	South Loomis Street, at 7812 -- "Parking Prohibited At All Times Except For Handicapped"; West 74 th Street, at South Peoria Street -- "Stop";
ZALEWSKI (23 rd Ward)	South Neva Avenue, at West 54 th Street - - "Stop"; West 55 th Street, at South Lorel Avenue -- "Stop";
E. SMITH (28 th Ward)	North Pulaski Road, at West Erie Street -- "Stop";
WOJCIK (30 th Ward)	North Leclaire Avenue, at West Drummond Place -- "Stop"; North Major Avenue, at West Wrightwood Avenue -- "Stop"; West Newport Avenue, at North Karlov Avenue -- "Stop";

Alderman	Location And Type Of Sign
SUAREZ (31 st Ward)	North Kilpatrick Avenue and West George Street -- "All-Way Stop";
BANKS (36 th Ward)	West Leland Avenue, at the alley next west of North Cumberland Avenue -- "Do Not Enter";
LEVAR (45 th Ward)	First alley west of North Central Avenue, at West Leoti Avenue -- "No Left Turn -- 7:00 A.M. To 9:00 A.M.";
SCHULTER (47 th Ward)	West Irving Park Road and North Campbell Avenue -- "No Right Turn -- 7:00 A.M. To 9:00 A.M. And 4:00 P.M. To 6:00 P.M. -- Monday Through Friday" (facing west).

Referred -- CONSIDERATION FOR INSTALLATION OF LEFT TURN
SIGNAL ON PORTION OF WEST MARQUETTE ROAD.

Alderman Hairston (5th Ward) presented a proposed order authorizing the Commissioner of Transportation to give consideration to the installation of a left turn signal at the intersection of West Marquette Road, South Jeffery Boulevard and South Coast Guard Drive, for westbound traffic on West Marquette Road turning south onto South Jeffery Boulevard, which was *Referred to the Committee on Traffic Control and Safety*.

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NEW BUSINESS PRESENTED BY ALDERMEN 79453

Referred -- ESTABLISHMENT OF FIVE TON WEIGHT LIMITATION
FOR TRUCKS AND COMMERCIAL VEHICLES ON
PORTIONS OF SPECIFIED STREETS.

The aldermen named below presented proposed ordinances to fix a weight limit of five tons for trucks and commercial 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
DE VILLE (21 st Ward)	South Steward Avenue, in the 9100 block;
SCHULTER (47 th Ward)	North Winchester Avenue, from West Berteau Avenue to West Cullom Avenue.

2. ZONING ORDINANCE AMENDMENTS.

Referred - ZONING RECLASSIFICATIONS
OF PARTICULAR AREAS.

The aldermen named below presented eleven 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 P. J. ... (47th Ward):

To classify as an R-1 Restricted Retail District instead of an R2 Single-Family Residence District the area shown on Map Number 32-A bounded by:

a line 116 feet north of and parallel to East 134th Street; South Avenue O; East 134th Street; and South Green Bay Avenue.

BY ALDERMAN FRIAS (12th Ward):

To classify as a C2-1 General Commercial District instead of a B4-1 Restricted Service District the area shown on Map Number 10-I bounded by:

the public alley next north of and parallel to West 47th Street; a line 72 feet west of and parallel to South Fairfield Avenue; West 47th Street; and a line 121 feet west of and parallel to South Fairfield Avenue.

BY ALDERMAN OLIVO (13th Ward):

To classify as a B4-1 Restricted Service District instead of a B2-1 Restricted Retail District the area shown on Map Number 14-K bounded by:

the public alley next north of and parallel to West 63rd Street; South Kildare Avenue; West 63rd Street; and South Kolin Avenue.

BY ALDERMAN T. THOMAS (15th Ward):

To classify as a B4-1 Restricted Service District instead of an R3 General Residence District the area shown on Map Number 16-H bounded by:

South Damen Avenue; a line 50 feet south of and parallel to West 66th Street; and the public alley next west of and parallel to South Damen Avenue.

BY ALDERMAN TROUTMAN (20th Ward):

To classify as a C2-1 General Commercial District instead of a C1-2 Restricted Commercial District the area shown on Map Number 16-E bounded by:

East 66th Street; the public alley next east of and parallel to South State Street; a line 195 feet south of and parallel to East 66th Street; and South State Street.

BY ALDERMAN OCASIO (26th Ward):

To classify as an R5 General Residence District instead of an R3 General

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NEW BUSINESS PRESENTED BY ALDERMEN 79455

Residence District and a C1-1 Restricted Commercial District the area shown on Map Number 5-I bounded by:

a line 149.66 feet north of North Milwaukee Avenue; North Rockwell Street; a line 124.66 feet north of North Milwaukee Avenue; and North Talman Avenue.

To classify as a B4-1 General Service District instead of a C1-1 Restricted Commercial District the area shown on Map Number 5-I bounded by:

West North Avenue; North Mozart Street; a line 50 feet east of North Mozart Street; and the alley next north of and parallel to West North Avenue.

BY ALDERMAN MATLAK (32nd Ward):

To classify as an R4 General Residence District instead of a B4-2 Restricted Service District the area shown on Map Number 3-H bounded by:

a line 100 feet north of and parallel to West Iowa Street; the alley next east of and parallel to North Damen Avenue; a line 75 feet north of and parallel to West Iowa Street; and North Damen Avenue;

To classify as a C2-1 General Commercial District instead of a B4-2 Restricted Service District the area shown on Map Number 5-H bounded by:

West Fullerton Avenue; North Damen Avenue; the alley next south of and parallel to West Fullerton Avenue; and a line 96.5 feet west of and parallel to North Damen Avenue.

BY ALDERMAN MELL (33rd Ward):

To classify as an R4 General Residence District instead of an R3 General Residence District the area shown on Map Number 9-I bounded by:

a line 118 feet north of and parallel to West Byron Street; North Troy Street; a line 85 feet north of and parallel to West Byron Street; and the public alley next west of and parallel to North Troy Street.

BY ALDERMAN O'CONNOR (40th Ward):

To classify as a B2-1 Restricted Retail District instead of a C1-2 Restricted Commercial District the area shown on Map Number 15-G bounded by:

North Greenview Avenue on the east; West Devon Avenue on the north; the first alley south of West Devon Avenue on the south; and the first alley east of West Devon Avenue on the west.

3. CLAIMS.

Referred - CLAIMS AGAINST CITY OF CHICAGO.

The aldermen named below presented one hundred forty-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:

Alderman	Claimant
GRANATO (1 st Ward)	Sanctuary on Superior Condominium Association; 525 North Ada Street Lofts;
HAITHCOCK (2 nd Ward)	Peterson Lofts Condominium Association; South Commons Condominium Association (3); 801 South Plymouth Court Association;

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NEW BUSINESS PRESENTED BY ALDERMEN 79457

Alderman	Claimant
<i>PRECKWINKLE</i> (4 th Ward)	Newport Condominium Association; Pruitt Condominium Association;
<i>HAIRSTON</i> (5 th Ward)	Jackson Court Apartments; 2038 -- 2048 East 72 nd Place Condominium Association (3); 5328 -- 5330 Hyde Park Condominium Association; 5458 -- 5460 Hyde Park Condominium Association;
<i>BEAVERS</i> (7 th Ward)	7206 -- 7208 South Yates Condominium Association;
<i>STROGER</i> (8 th Ward)	Grove Condominium Association; 8200 -- 8206 South Jeffery Condominium Association;
<i>OLIVO</i> (13 th Ward)	Park Place III Condominium Association; Park Place IV Condominium Association; 4036 West 87 th Street Condominium Association; 4046 West 87 th Street Condominium Association; 4056 West 87 th Street Condominium Association;

Alderman	Claimant
<i>BURKE</i> (14 th Ward)	Pecyna Esperaza;
<i>RUGAI</i> (19 th Ward)	Ms. Mary Aileen Cahill; Concord Lane Condominium Association;
<i>ZALEWSKI</i> (23 rd Ward)	Hale Park East Condominiums; Purgloss View Condominium Association; 5429 South Massasoit Association; 5430 South Massasoit Condominium Association; 6642 West 64 th Place Corps; 6650 West 64 th Place Corp; 6654 West 64 th Place Corporation;
<i>BURNETT</i> (27 th Ward)	Cleveland Court Homeowners Condominium Association; Singer Loft Condominium Association;
<i>WOJCIK</i> (30 th Ward)	Fountainaire Condominium Association; Keystone Garden Condominium Association; Keystone Terrace Condominium Association; St. Wenceslaus Square Townhome Association;

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NEW BUSINESS PRESENTED BY ALDERMEN

79459

Alderman	Claimant
<i>MATLAK</i> (32 nd Ward)	Landmark Village Homeowners Condominium Association; Ms. Elizabeth A. Netzel; Terra Cotta Village Condominium Association;
<i>BANKS</i> (36 th Ward)	Addison Manor Condominium Association; Oakfield North Condominium Association; Pacific Terrace Condominium Association;
<i>MITTS</i> (37 th Ward)	Kamerling Condominium Association;
<i>ALLEN</i> (38 th Ward)	Addison Heritage Condominium Association; Merrimac Square Condominium Association III; Ridgemoor Estates I Condominium Association; Ridgemoor Estates II Condominium Association (2); 3821 North Narragansett Condominium Association;
<i>O'CONNOR</i> (40 th Ward)	North Glenwood Avenue Condominium Association;

Alderman

Claimant

NATARUS (42nd Ward)Stanford Courts Homeowners
Association;The Elm at Clark Condominium
Association;Forty East Delaware Place Condominium
Association;

G. George Fox;

The Heritage Condominium Association;

One East Scott Condominium
Association;

The Plaza on DeWitt;

21 East Chestnut Condominium
Association;33 East Cedar Condominium
Association;50 East Bellevue Condominium
Association;

73 East Elm Condominium Association;

132 East Delaware Place Condominium
Association;535 North Michigan Avenue
Condominium Association;990 Lake Shore Drive Homeowners
Association;

1010 Lake Shore Association;

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NEW BUSINESS PRESENTED BY ALDERMEN 79461

Alderman

Claimant

DALEY (43rd Ward)

1212 Lake Shore Drive Condominium
Association;

1300 North LaSalle Condominium
Association;

Brighton of Lincoln Park Condominium
Association;

Clewby Condominium Association;

Lake Shore Condominium Association;

Williamsburg Gardens Homeowners
Association;

Wrightwood Place Condominium
Association;

1041 -- 1047 West Belden Condominium
Association;

2020 Lincoln Park West Condominium
Association;

2626 North Lakeview Condominium
Association;

2650 Lakeview Condominium Association;

HANSEN (44th Ward)

Aldine Court Condominium Association;

Byron Greystone Condominium
Association;

Commonwealth Plaza Condominium
Association;

Darien Condominium Association;

Alderman

Claimant

Eddystone Condominium Association;

Gracewood Condominium Association;

Melrose Garden Condominium
Association;

421 West Oakdale Condominium
Association;

434 Aldine Condominium Association;

555 Cornelia Condominium Association;

2900 North Burling Condominium
Association;

LEVAR (45th Ward)

Austin Manor Condominium
Association;

Carousel Court Condominium;

Higgins Court Condominium Association;

Mango Garden Condominium Association;

Rosedale Condominium Association;

Windsor House Condominium;

Windsor West Condominium Association;

4850 -- 4854 North Linder Building
Association;

4923 North Lester Condominium
Association;

5235 West Leland Condominium
Association;

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NEW BUSINESS PRESENTED BY ALDERMEN 79463

Alderman

Claimant

SHILLER (46th Ward)

5758 West Higgins Condominium
Association;

Addison Lakeshore West Condominium
Association;

Beacon Park Condominium
Association (3);

Buena Terrace Condominium
Association (3);

Buena Vista Condominium Association;

Clarendon Court Condominium
Association;

Graceland Terrace Condominium
Association (3);

Grace Shore Condominium Association;

Magnolia Street Condominium
Association;

Montrose Manor Condominium
Association (2);

The New York Condominium Association;

North Fremont Condominium Association;

Park Harbor Condominium Association;

Windsor Park Condominiums;

717 -- 719 West Montrose Condominium
Association;

3550 Condominium Association;

Alderman

Claimant

3600 Condominium Association;

3741 North Pine Grove Condominium
Association;

3900 Lake Shore Drive Condominium
Association;

3950 North Lake Shore Drive
Condominium Association;

4352 -- 4354 North Kenmore
Condominium Association;

SCHULTER (47th Ward)

Berteau Court Condominium
Association;

Montrose Claremont Condominium
Association;

Paulina Terrace Condominium
Association;

4414 -- 4416 North Ashland Avenue
Condominium Association;

4650 North Hermitage Condominium
Association;

M. SMITH (48th Ward)

Hollywood-Ridge Condominium
Association;

Malibu Condominium Association (2);

North Winthrop Avenue Condominium
Association;

Statesman Condominium Association;

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NEW BUSINESS PRESENTED BY ALDERMEN

79465

Alderman

Claimant

1454 -- 1456 Hollywood Condominium
Association;

5100 Marine Drive Condominium
Association;

5404 -- 5406 North Glenwood
Condominium Association;

5445 Edgewater Plaza Condominium
Association;

STONE (50th Ward)

The Albany Association;

Pratt-Artesian Condominium
Association.

4. UNCLASSIFIED MATTERS.

(Arranged In Order According To Ward Number)

Proposed ordinance matters 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
CITY FEES UNDER NOT-FOR-PROFIT STATUS.

Two proposed ordinances providing inclusive exemption from all city fees to the

applicants listed below under their not-for-profit status for the erection and maintenance of buildings and fuel storage facilities for a one year period ending January 31, 2003, which were *Referred to the Committee on Finance*, as follows:

New Tiberia Church, 1838 West Division Street; and

Uhlich's Children's Home, 3110 West Grand Avenue.

Referred -- AMENDMENT OF TITLE 10, CHAPTER 28, SECTION 675
OF MUNICIPAL CODE OF CHICAGO BY DELETION OF
PARAGRAPH 18 WHICH DESIGNATED ADVERTISING
BENCH RESTRICTED ZONE WITHIN FIRST WARD.

Also, a proposed ordinance to amend Title 10, Chapter 28, Section 675 of the Municipal Code of Chicago by deletion of paragraph 18 which designated a specified area within the 1st Ward as an advertising bench "restricted zone", which was *Referred to the Committee on Transportation and Public Way*.

Referred -- EXEMPTION OF CREAGH PROPERTIES FROM
PHYSICAL BARRIER REQUIREMENT PERTAINING TO
ALLEY ACCESSIBILITY FOR PARKING FACILITIES
FOR 2001 -- 2003 WEST SUPERIOR STREET.

Also, a proposed ordinance to exempt Creagh Properties from the physical barrier requirement pertaining to alley accessibility for the parking facilities for 2001 -- 2003 West Superior 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*.

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NEW BUSINESS PRESENTED BY ALDERMEN 79467

Referred -- AUTHORIZATION FOR WAIVER OF SPECIFIED PERMIT
AND LICENSE FEES FOR PARTICIPANTS IN
HOLY INNOCENTS CHURCH FESTIVAL.

Also, a proposed order authorizing the Director of Revenue to waive the Street Closure, Mechanical Ride Permits, Food Vendor, Itinerant Merchant and Liquor License fees for participants in the Holy Innocents Church Festival to be held in the 700 block of North Armour Street, for the period extending May 23 through May 27, 2002, which was *Referred to the Committee on Special Events and Cultural Affairs.*

Presented By

ALDERMAN HAITHCOCK (2nd Ward):

Referred -- EXEMPTION OF VARIOUS APPLICANTS FROM
CITY FEES UNDER NOT-FOR-PROFIT STATUS.

Four proposed ordinances providing inclusive exemption from all necessary permits, all on-site water/sewer inspection fees and all water/sewer plan review fees, free of charge, to the applicants listed below under their not-for-profit status for a one year period ending December 31, 2002, which were *Referred to the Committee on Finance*, as follows:

Chicago Housing Authority/Lincoln Perry Annex Senior Building, 243 East 32nd Street;

Chicago Housing Authority/Lincoln Perry Senior Building, 3245 South Prairie Avenue;

Chicago Housing Authority/William C. Jones Senior Building, 1447 South Ashland Avenue; and

Illinois Institute of Technology State Street Corporation, NFP, 10 West 33rd Street, Room 224.

Referred -- GRANTS OF PRIVILEGE TO SUNDRY
APPLICANTS FOR VARIOUS PURPOSES.

Also, three proposed ordinances to grant permission and authority to the applicants listed for the purposes specified, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Empire Hard Crome, Inc. -- to construct, install, maintain and use one manhole and sewer line adjacent to 1537 South Wood Street;

One South Leavitt, L.L.C. -- to construct, install, maintain and use eighteen balconies and ten canopies adjacent to 1 South Leavitt Street; and

1212 South Michigan Partnership -- to construct, install, maintain and use one curb cut and six planters adjacent to 1212 South Michigan Avenue.

Presented By

ALDERMAN TILLMAN (3rd Ward):

Referred -- CONSIDERATION TO CLOSE TO VEHICULAR
TRAFFIC VIADUCTS ON PORTION OF
WEST 37TH STREET.

A proposed order directing the Commissioner of Transportation to give consideration to close to vehicular traffic all viaducts located on West 37th Street, between South

2/6/2002

NEW BUSINESS PRESENTED BY ALDERMEN 79469

LaSalle Street and South Federal Street, with said viaducts to remain open to pedestrian traffic, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN PRECKWINKLE (4th Ward):

Referred -- EXEMPTION OF TAM MANAGEMENT, INC. FROM PHYSICAL
BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY
FOR PARKING FACILITIES FOR 930, 932, 934
AND 936 EAST 48TH STREET.

A proposed ordinance to exempt TAM Management, Inc. from the physical barrier requirement pertaining to alley accessibility for the parking facilities for 930, 932, 934 and 936 East 48th 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 PERMIT TO
CONSTRUCT, MAINTAIN AND USE CANOPY AT
4940 SOUTH EAST END AVENUE.

Also, a proposed order authorizing the Director of Revenue to a issue permit to Barclay Condominiums Home Owners Association to construct, maintain and use one canopy to be attached or attached to the building or structure at 4940 South East

End Avenue, which was *Referred to the Committee on Transportation and Public Way.*

Presented For

ALDERMAN LYLE (6th Ward):

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT
TO CONSTRUCT, MAINTAIN AND USE CANOPY AT
7350 SOUTH COTTAGE GROVE AVENUE.

A proposed order, presented by Alderman Preckwinkle, authorizing the Director of Revenue to issue a permit to Chas. S. Jackson Funeral Home to construct, maintain and use one canopy to be attached or attached to the building or structure at 7350 South Cottage Grove Avenue, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- GRANT OF PRIVILEGE TO MC DONALD'S CORPORATION
TO CONSTRUCT, INSTALL, MAINTAIN AND USE LANDSCAPING
ADJACENT TO 371 EAST 79TH STREET.

Also, a proposed ordinance, presented by Alderman Hairston, to grant permission and authority to McDonald's Corporation to construct, install, maintain and use landscaping on the parkway along South Dr. Martin Luther King, Jr. Drive, adjacent to 371 East 79th Street, which was *Referred to the Committee on Transportation and Public Way.*

2/6/2002

NEW BUSINESS PRESENTED BY ALDERMEN 79471

Presented By

ALDERMAN BEAVERS (7th Ward):

*Referred -- GRANT OF PRIVILEGE TO B.S.G. 95TH & JEFFERY,
L.L.C. TO CONSTRUCT, INSTALL, MAINTAIN AND USE
LANDSCAPING ADJACENT TO 2021 -- 2033
EAST 95TH STREET.*

A proposed ordinance to grant permission and authority to B.S.G. 95th & Jeffery, L.L.C. to construct, install, maintain and use landscaping adjacent to 2021 -- 2033 East 95th Street, which was *Referred to the Committee on Transportation and Public Way.*

*Referred -- AUTHORIZATION FOR ISSUANCE OF PERMITS
TO INSTALL SIGNS/SIGNBOARDS AT
2858 EAST 83RD STREET.*

Also, two proposed orders directing the Commissioner of Buildings to issue permits to Kieffer & Company, Inc. to install signs/signboards at 2858 East 83rd Street, which were *Referred to the Committee on Buildings*, as follows:

one sign/signboard measuring 150 square feet with height above grade/roof to top of sign measuring 19 feet; and

one sign/signboard measuring 150 square feet with height above grade/roof to top of sign measuring 24 feet.

Presented By

**ALDERMAN BEAVERS (7th Ward) And
ALDERMAN LEVAR (45th Ward):**

*Referred -- UNITED STATES CONGRESS URGED TO ADOPT
LEGISLATION IMPLEMENTING COMPREHENSIVE
AVIATION AGREEMENT FOR MODERNIZATION
OF O'HARE INTERNATIONAL AIRPORT,
OPERATION OF MERRILL C. MEIGS
FIELD AND FUNDING FOR
PEOTONE AIRPORT.*

A proposed resolution urging the United States Congress to adopt legislation to implement a comprehensive aviation agreement as proposed by Governor George Ryan and Mayor Richard M. Daley for the modernization of Chicago O'Hare International Airport, the continued operation of Merrill C. Meigs Field and priority consideration of federal funding for the Peotone Airport, which was *Referred to a Joint Committee composed of the members of the Committee on Aviation and the members of the Committee on the Budget and Government Operations.*

Presented By

ALDERMAN BEALE (9th Ward):

*Referred -- AUTHORIZATION FOR ISSUANCE OF ALL NECESSARY
PERMITS, FREE OF CHARGE, TO LANDMARK
PROPERTIES AT VARIOUS LOCATIONS.*

Two proposed orders authorizing the Director of Revenue and the Commissioners of Buildings, Environment, Fire, Health, Planning and Development, Sewers, Streets and Sanitation, Transportation, Water and Zoning to issue all necessary permits, free of charge, to the landmark properties at the locations specified, which were *Referred to the Committee on Historical Landmark Preservation*, as follows:

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NEW BUSINESS PRESENTED BY ALDERMEN 79473

11230 South Champlain Avenue -- for window repair and replacement; and

616 -- 620 East 112th Street -- for replacement of six window sashes with new wood double hung.

Presented By

ALDERMAN POPE (10th Ward):

Referred -- STANDARDIZATION OF PORTION OF SOUTH EWING AVENUE AS "ROBERT W. RODRIGUEZ WAY".

A proposed ordinance directing the Commissioner of Transportation to take the necessary action for standardization of that portion of South Ewing Avenue, between East 93rd Street and East 95th Street, as "Robert W. Rodriguez Way", which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN BALCER (11th Ward):

Referred -- AUTHORIZATION FOR REMOVAL OF PAY TELEPHONE FROM PUBLIC WAY AT 554 WEST PERSHING ROAD.

A proposed ordinance authorizing the removal of a pay telephone from the public way located at 554 West Pershing Road, pursuant to the provisions of Title 10, Chapter 28, Section 265(f) of the Municipal Code of Chicago, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN FRIAS (12th 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:

Crown Castle GT Company, L.L.C. -- 2625 West 19th Street;

Mr. Jesus M. Lopez -- 3050 West 26th Street; and

Walgreens Corporation, in care of Mr. Jamal Jaber -- 1618 -- 1624 West 47th Street.

Presented By

ALDERMAN OLIVO (13th Ward):

Referred -- AUTHORIZATION FOR ISSUANCE OF ALL NECESSARY
SPECIAL EVENT PERMITS AND LICENSES, FREE OF
CHARGE, TO SAINT NICHOLAS OF TOLENTINE
CHURCH FOR CONDUCT OF
ANNUAL FESTIVAL.

A proposed ordinance authorizing the Director of Revenue and the Commissioners of Buildings, Transportation, Streets and Sanitation, Fire, Sewers and Water to issue all necessary special event permits and licenses, free of charge, to Saint Nicholas of Tolentine Church, 3721 West 62nd Street, for the conduct of an annual festival for the

2/6/2002

NEW BUSINESS PRESENTED BY ALDERMEN 79475

period extending July 17 through July 21, 2002, which was *Referred to the Committee on Finance.*

Presented By

**ALDERMAN OLIVO (13th Ward) And
ALDERMAN ZALEWSKI (23rd Ward):**

Referred -- AUTHORIZATION FOR VACATION AND OPENING OF
PORTIONS OF SPECIFIED PUBLIC WAYS IN VICINITY OF
WEST 55TH STREET AND SOUTH CICERO AVENUE.

A proposed ordinance authorizing the vacation and opening of portions of various public ways in the vicinity of West 55th Street and South Cicero Avenue, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN BURKE (14th Ward):

Referred -- GRANT OF PRIVILEGE TO LA SALLE BANK N.A.
TO MAINTAIN AND USE TUNNEL ADJACENT
TO 5600 SOUTH KEDZIE AVENUE AND
5559 SOUTH KEDZIE AVENUE.

A proposed ordinance to grant permission and authority to LaSalle Bank N.A. to maintain and use a tunnel for pedestrian and utility use running diagonally across the intersection of South Kedzie Avenue and West 56th Street, connecting the premises at 5600 South Kedzie Avenue with the premises at 5559 South Kedzie Avenue, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN COLEMAN (16th Ward):

Referred -- EXEMPTION OF VIREVA NURSERY SCHOOL AND
KINDERGARTEN, INC. FROM PHYSICAL BARRIER
REQUIREMENT PERTAINING TO ALLEY
ACCESSIBILITY FOR PARKING
FACILITIES FOR 1935
WEST 51ST STREET.

A proposed ordinance to exempt Vireva Nursery School and Kindergarten, Inc. from the physical barrier requirement pertaining to alley accessibility for the parking facilities for 1935 West 51st 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 L. THOMAS (17th Ward):

Referred -- CONSIDERATION FOR INSTALLATION OF CUL-DE-SAC
AT 7459 SOUTH EMERALD AVENUE.

A proposed order authorizing the Commissioner of Transportation to give consideration to the installation of a cul-de-sac at 7459 South Emerald Avenue, which was *Referred to the Committee on Transportation and Public Way*.

2/6/2002

NEW BUSINESS PRESENTED BY ALDERMEN 79477

Presented By

ALDERMAN MURPHY (18th Ward):

Referred -- PERMISSION TO CLOSE TO TRAFFIC PORTION OF
WEST 83RD STREET FOR SCHOOL PURPOSES.

A proposed order directing the Commissioner of Transportation to grant permission to the Ashburn Baptist Church to close to traffic that portion of West 83rd Street, between South Lawndale Avenue and West Columbus Avenue, during the period extending July 8 through July 12, 2002, during the hours of 10.00 A.M. to 1:00 P.M. and 6:00 P.M. to 9:00 P.M., for conduct of a Vacation Bible School, which was *Referred to the Committee on Traffic Control and Safety.*

Presented By

**ALDERMAN MURPHY (18th Ward) And
ALDERMAN BALCER (11th Ward):**

Referred -- AMENDMENT OF TITLE 9, CHAPTER 64, SECTION 050
OF MUNICIPAL CODE OF CHICAGO BY WAIVER OF
INSTALLATION FEES FOR DISABLED
VETERAN PARKING SIGNS.

A proposed ordinance to amend Title 9, Chapter 64, Section 050 of the Municipal Code of Chicago by addition of new Subsection 50(a)(1) which would authorize the Director of Revenue to waive all fees for the installation of disabled veteran parking signs, which was *Referred to the Committee on Finance.*

Presented By

ALDERMAN RUGAI (19th Ward):

Referred -- AUTHORIZATION FOR WAIVER OF RAFFLE LICENSE
FEES FOR MARIST HIGH SCHOOL.

A proposed ordinance authorizing the Director of Revenue to waive the Raffle License fees for Marist High School, which was *Referred to the Committee on Special Events and Cultural Affairs*.

Presented By

ALDERMAN DE VILLE (21st Ward):

Referred -- CONSIDERATION FOR HONORARY DESIGNATION OF
PORTIONS OF SOUTH MORGAN STREET AS "GARRETT
AUGUSTUS MORGAN, SR. WAY".

A proposed order directing the Commissioner of Transportation to give consideration to honorarily designate South Morgan Street, from West 79th Street to West 98th Street, as "Garrett Augustus Morgan, Sr. Way", which was *Referred to the Committee on Transportation and Public Way*.

2/6/2002

NEW BUSINESS PRESENTED BY ALDERMEN 79479

Presented By

ALDERMAN ZALEWSKI (23rd Ward):

*Referred -- PERMISSION TO PARK PICKUP TRUCK AND/OR
VAN AT 4801 SOUTH KNOX AVENUE.*

Also, a proposed order directing the Commissioner of Transportation to grant permission to Mr. George Stec to park his pickup truck and/or van at 4801 South Knox 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 CHANDLER (24th Ward):

*Referred -- EXEMPTION OF HULL HOUSE ASSOCIATION FROM
CITY FEES UNDER NOT-FOR-PROFIT STATUS.*

A proposed ordinance providing Hull House Association with inclusive exemption, under its not-for-profit status, from all city fees related to the creation and maintenance of building(s) for operating community-based family services at 4046 West Roosevelt Road for a one year period ending December 31, 2002, which was *Referred to the Committee on Finance.*

*Referred -- EXEMPTION OF RACHEL'S LEARNING CENTER FROM
PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY
ACCESSIBILITY FOR PARKING FACILITIES FOR
3430 WEST ROOSEVELT ROAD.*

Also, a proposed ordinance to exempt Rachel's Learning Center from the physical

barrier requirement pertaining to alley accessibility for the parking facilities for 3430 West Roosevelt Road, 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 OCASIO (26th Ward):

Referred -- EXEMPTION OF MR. ELIAS SANCHEZ FROM PHYSICAL
BARRIER REQUIREMENT PERTAINING TO ALLEY
ACCESSIBILITY FOR PARKING FACILITIES
FOR 3651 WEST ARMITAGE AVENUE.

A proposed ordinance to exempt Mr. Elias Sanchez from the physical barrier requirement pertaining to alley accessibility for the parking facilities for 3651 West Armitage 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 -- REMOVAL OF PAY TELEPHONE FROM PUBLIC
WAY AT 3701 WEST ARMITAGE AVENUE.

Also, a proposed ordinance requiring Northwestern Communications, Inc. to remove a pay telephone from the public way located at 3701 West Armitage Avenue, pursuant to the provisions of Title 10, Chapter 28, Section 265(f) of the Municipal Code of Chicago, which was *Referred to the Committee on Transportation and Public Way.*

2/6/2002

NEW BUSINESS PRESENTED BY ALDERMEN 79481

Referred -- AUTHORIZATION FOR ISSUANCE OF
PERMIT TO INSTALL SIGN/SIGNBOARD AT
1965 NORTH MILWAUKEE AVENUE.

Also, a proposed order directing the Commissioner of Buildings to issue a permit to ICON Identity Solutions to install a sign/signboard at 1965 North Milwaukee Avenue, which was *Referred to the Committee on Buildings*.

Referred -- PERMISSION TO PARK PICKUP TRUCK AND/OR
VAN AT 3244 NORTH OAKLEY AVENUE.

Also, a proposed order directing the Commissioner of Transportation to grant permission to Mr. Michael Mastropietro to park his pickup truck and/or van at 3244 North Oakley 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 -- EXEMPTION OF VARIOUS APPLICANTS FROM
PHYSICAL BARRIER REQUIREMENT PERTAINING
TO ALLEY ACCESSIBILITY FOR SPECIFIED
PARKING FACILITIES.

Four proposed ordinances to exempt the applicants listed from the physical barrier requirement pertaining to alley accessibility for the parking facilities adjacent to the locations specified, pursuant to 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:

Grand Builders -- 1327 -- 1329 West Grand Avenue;

Keating Development Group -- 1000 West Van Buren Street;

Mercy Home for Boys & Girls -- 1140 West Jackson Boulevard; and

Sanctuary Place -- 846 North Kedzie Avenue.

Referred -- GRANTS OF PRIVILEGE TO SUNDRY
APPLICANTS FOR VARIOUS PURPOSES.

Also, two proposed ordinances to grant permission and authority to the applicants listed for the purposes specified, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Carmichael Properties -- to maintain and use two existing curb planters adjacent to 1000 West Monroe Street; and

Keating Development Group -- to construct, install, maintain and use ten planters adjacent to 1000 West Van Buren Street.

Referred -- AMENDMENT OF ORDINANCE WHICH AUTHORIZED
GRANT OF PRIVILEGE TO 909 WEST ERIE CONDOMINIUM
ASSOCIATION TO CONSTRUCT, INSTALL, MAINTAIN
AND USE RAILINGS ADJACENT TO
909 WEST ERIE STREET.

Also, a proposed ordinance to amend an ordinance passed by the City Council on October 3, 2001 which granted authority to 909 West Erie Condominium Association to construct, install, maintain and use two planting area railings adjacent to 909 West Erie Street by inserting the following language: "Beneath said railings, there shall be a six (6) inch concrete curb. Said concrete curb shall measure thirty (30) feet in length and the other curb shall measure seventy (70) feet in length", which was *Referred to the Committee on Transportation and Public Way*.

2/6/2002

NEW BUSINESS PRESENTED BY ALDERMEN 79483

Referred -- AMENDMENT OF TITLE 4, CHAPTER 260, SECTION 100
OF MUNICIPAL CODE OF CHICAGO TO PROHIBIT GRINDING
OR COMPACTING OF REFUSE WITHIN VICINITY
OF RESIDENTIAL BUILDINGS.

Also, a proposed ordinance to amend Title 4, Chapter 260, Section 100 of the Municipal Code of Chicago by prohibiting the grinding or compacting of refuse, waste or other matter on any public way or private property located within 250 feet of any building used primarily for residential purposes, which was *Referred to the Committee on Zoning*.

Presented By

ALDERMAN WOJCIK (30th Ward):

Rules Suspended -- GRATITUDE EXTENDED TO IRVING PARK
PRESBYTERIAN CHURCH FOR OUTSTANDING
SERVICE TO COMMUNITY.

A proposed resolution reading as follows:

WHEREAS, The Irving Park Presbyterian Church, located at 4047 North Keeler Avenue in Chicago, Illinois, has served the community of Irving Park and the City of Chicago for one hundred thirty years; and

WHEREAS, The concept for a church was brought to fruition during the summer of 1871 when a group of residents of the newly settled suburb of Irving Park met with Reverend H. H. Johnson of the Reformed Church of America; and

WHEREAS, The first church building, a large frame Gothic structure with twin spires designed by Chicago architect Henry Rehwoldt, was completed in April, 1872 at a cost of Nine Thousand Dollars on land donated by Irving Park founder and developer Charles T. Race; and

WHEREAS, The church housed the first grammar school in Irving Park until a separate building was completed in 1875; and

WHEREAS, The congregation was formally organized on April 2, 1874, at which time sixteen charter members were received by the first minister, Reverend Abram G. Lansing -- Sarah M. Lansing, Sarah C. Lansing, Francis and Ada Cushing, Joseph and Martha Miles, Guy and Barbara Buckman, Charles and Melissa Race, David and Agnes Low, Samuel and Mary Greene, Jennie Miller and Hanna Brown; and

WHEREAS, The church adopted the name "The Reformed Church and Society of Irving Park" and remained the only house of worship in the suburb of Irving Park for thirteen years; and

WHEREAS, The church, under the leadership of Reverend William H. Phraner, organized the Christian Union of Irving Park in September of 1883 to bring together the Reformed Church with new churches being started in the community; and

WHEREAS, Architect Henry Rehwoldt was again engaged by the church to design a residence for the pastor immediately south of the church building, which was completed in 1885; and

WHEREAS, During the 1890s, Reverend Jesse Wendell Brooks led the church in the establishment of three mission churches on the north side of the newly expanded City of Chicago, two of which grew into independent congregations -- Mayfair Presbyterian Church and Irving Park Immanuel Congregational Church; and

WHEREAS, Dr. Frederick P. Baker was called as minister in 1899 and served the church until his retirement in 1920, at which time he was made pastor emeritus, a position he held until his death in December of 1928; and

WHEREAS, The rapid growth of the Irving Park community and the church membership by the early 1900s required that the church undertake a program to enlarge the original church building; and

WHEREAS, The church engaged the services of architect Elmer C. Jensen, partner in the firm of Jenney, Mundie & Jensen, who designed a larger building in 1908 clad in Bedford limestone which featured a larger redesigned sanctuary, new choir loft, and windows by the Chicago stained glass firm of Spierling & Linden; and

WHEREAS, The church severed its ties with the Reformed Church of America, united with the Presbytery of Chicago and adopted the new name Irving Park Presbyterian Church on April 16, 1913; and

WHEREAS, Three members of the congregation devoted their lives to missionary work, further spreading the influence of the church world wide -- Alice Monk in Japan, Jean Delmarter in Korea and Babette Kaltenbach in South Africa; and

WHEREAS, The congregation and Sunday School of the church continued to grow at such a rate, that an educational wing containing numerous classrooms, offices, gymnasium and stage was built in 1930 at a cost of Fifty-five Thousand Dollars under plans of architect Herbert C. Brand; and

WHEREAS, Three pastors of the church were elected to serve as moderators of the Presbytery of Chicago during their tenure at the church -- Reverend Clyde R. Wheeland, Dr. Roy H. Brown and Dr. Gustav A. Papperman; and

WHEREAS, Ten members of the congregation made the decision to devote their life work to the church, becoming ordained ministers and serving churches, colleges and organizations across the country; and

WHEREAS, The church reached a peak membership of over eight hundred thirty in the early 1950s under the leadership of Reverend G. Kenneth Shafer; and

WHEREAS, The construction of the Northwest Superhighway (now the Kennedy Expressway) in the 1950s required the loss of a portion of the church property and the razing of the pastor's residence; and

WHEREAS, A new residence was completed in 1956 at 4150 North Kedvale Avenue under plans of architect Earl F. Ronnenberg; and

WHEREAS, The church was selected as one of twenty Chicago churches to participate in a pilot program of the National Trust for Historic Preservation known as Inspired Partnerships, which was designed to assist older urban churches face the challenge of maintaining their aging buildings in a changing urban environment; and

WHEREAS, The church has hosted several ethnic congregations since the early 1970s, providing worship and program space until these congregations were able to purchase facilities of their own; and

WHEREAS, The church has served the neighborhood by hosting a broad spectrum of organizations and activities to enrich and strengthen the community, including several scout troops, a thriving teen canteen, Alcoholics Anonymous and Chase House daycare center; and

WHEREAS, The church has supported programs in Irving Park and throughout Chicago through the donation of time, talent and resources to improve the quality of life for its residents, including the Irving Park Community Food Pantry, Christian Churches Caring, Rogers Park Clothing Pantry, Association House, Children's Benefit League, the Free Bed Ward at Presbyterian-Saint Luke's Hospital, Erie Settlement House, Peniel Institute and the Christian Industrial League; and

WHEREAS, The congregation undertook an ambitious program during the 1990s to restore and renovate the building, including the repair of the steeple, installation of a new roof and the restoration of various interior spaces, to ensure the building would continue to serve as an important neighborhood landmark and a vital link to the history of the Irving Park community; and

WHEREAS, The congregation will conduct its final worship service on January 27, 2002 under the leadership of Reverend Randolph Bandy, before merging with the Carter-Westminster Presbyterian Church in Skokie; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here on this sixth day of February, 2002 A.D., to honor Irving Park Presbyterian Church for their dedication and service to our community; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Reverend Randolph Bandy.

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

On motion of Alderman Wojcik, seconded by Aldermen Allen and Laurino, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Hairston, Beavers, Stroger, Beale, Pope, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 48.

Nays -- None.

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

Referred -- REQUEST FOR PUBLIC HEARING ON PROPOSED
COLLECTIVE BARGAINING AGREEMENTS WITH
UNIFORMED MEMBERS OF POLICE
DEPARTMENT AND FIRE
DEPARTMENT.

Also, a proposed resolution urging the Committee on Police and Fire to conduct a public hearing on the proposed collective bargaining agreements with the uniformed members of the Department of Police and the Department of Fire prior to final consideration by the City Council, which was *Referred to the Committee on Police and Fire*.

Presented By

ALDERMAN MATLAK (32nd Ward):

Referred -- EXEMPTION OF SAINT MARY OF NAZARETH HOSPITAL
CENTER FROM CITY FEES UNDER NOT-FOR-PROFIT STATUS.

A proposed ordinance providing Saint Mary of Nazareth Hospital Center with inclusive exemption, under its not-for-profit status, from all city fees related to the erection and maintenance of building(s) and fuel storage facilities located at 2201 West Division Street and 2222 West Division Street for a one year period ending November 15, 2002, which was *Referred to the Committee on Finance*.

Referred -- GRANT OF PRIVILEGE TO WHARTON GROUP,
L.L.C. TO CONSTRUCT, INSTALL, MAINTAIN
AND USE BALCONIES ADJACENT TO
3430 NORTH LINCOLN AVENUE.

Also, a proposed ordinance to grant permission and authority to Wharton Group, L.L.C. to construct, install, maintain and use two balconies adjacent to 3430 North

Lincoln Avenue, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- AUTHORIZATION FOR ISSUANCE OF
PERMIT TO INSTALL SIGN/SIGNBOARD
AT 1948 NORTH ELSTON AVENUE.

Also, a proposed order directing the Commissioner of Buildings to issue a permit to M-K Signs, Inc. to install a sign/signboard at 1948 North Elston Avenue, which was *Referred to the Committee on Buildings.*

Referred -- AUTHORIZATION FOR WAIVER OF PERMIT FEES
FOR PARTICIPANTS IN FRIENDS OF LINCOLN/BELMONT
BRANCH OF CHICAGO PUBLIC LIBRARY
SIDEWALK SALE.

Also, a proposed order authorizing the Director of Revenue to waive the Sidewalk Sale Permit fees for the participants in the Friends of the Lincoln/Belmont Branch of the Chicago Public Library Sidewalk Sale to be held on West Melrose Street, between North Paulina Street and North Lincoln Avenue and on North Paulina Street, between West Melrose Street and West Belmont Avenue, on June 1 and June 8, 2002, during the hours of 8:00 A.M. to 4:00 P.M., which was *Referred to the Committee on Special Events and Cultural Affairs.*

2/6/2002

NEW BUSINESS PRESENTED BY ALDERMEN 79489

Presented By

ALDERMAN MELL (33rd Ward):

*Referred -- GRANTS OF PRIVILEGE TO SUNDRY
APPLICANTS FOR VARIOUS PURPOSES.*

Three proposed ordinances to grant permission and authority to the applicants listed for the purposes specified, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Corus Bank -- to maintain and use, as now constructed, one bridge/passageway adjacent to 2412 West Lawrence Avenue and 4800 North Western Avenue;

Corus Bank -- to maintain and use, as now constructed, one pipe trench for housing computer cables connecting the building at 4801 North Western Avenue with the building at 2420 West Lawrence Avenue; and

Development By Real Concord, Inc. -- to construct, install, maintain and use four balconies adjacent to 4653 -- 4663 North Rockwell Street.

Presented By

ALDERMAN COLOM (35th Ward):

*Referred -- EXEMPTION OF MR. JOHN BENDER FROM PHYSICAL
BARRIER REQUIREMENT PERTAINING TO ALLEY
ACCESSIBILITY FOR PARKING FACILITIES
FOR 2859 WEST PALMER STREET.*

A proposed ordinance to exempt Mr. John Bender from the physical barrier requirement pertaining to alley accessibility for the parking facilities for 2859 West Palmer 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 BANKS (36th Ward):

Referred -- AUTHORIZATION FOR ISSUANCE OF
PERMIT TO INSTALL SIGN/SIGNBOARD
AT 6900 WEST BELMONT AVENUE.

A proposed order directing the Commissioner of Buildings to issue a permit to Sure Light Sign Company to install a sign/signboard at 6900 West Belmont Avenue, which was *Referred to the Committee on Buildings*.

Presented By

ALDERMAN MITTS (37th Ward):

Referred -- AUTHORIZATION FOR VACATION AND DEDICATION OF
PUBLIC ALLEYS IN BLOCK BOUNDED BY NORTH LARAMIE
AVENUE, WEST HURON STREET, NORTH LATROBE
AVENUE AND WEST CHICAGO AVENUE.

A proposed ordinance authorizing the vacation of the north/south public alley and the dedication of an east/west public alley in the area bounded by North Laramie Avenue, West Huron Street, North Latrobe Avenue and West Chicago Avenue, which was *Referred to the Committee on Transportation and Public Way*.

Referred -- AUTHORIZATION FOR WAIVER OF SPECIFIED
PERMIT AND LICENSE FEES FOR PARTICIPANTS
IN 37TH WARD ANNUAL GOSPEL FEST.

Also, a proposed order authorizing the Director of Revenue to waive the Street

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NEW BUSINESS PRESENTED BY ALDERMEN 79491

Closure Permit, Food Vendor and Itinerant Merchant License fees for the participants in the 37th Ward Annual Gospel Fest to be held at LaFollette Park, 1333 North Laramie Avenue, on August 24, 2002, during the hours of 12:00 P.M. to 7:00 P.M., which was *Referred to the Committee on Special Events and Cultural Affairs.*

Presented By

ALDERMAN ALLEN (38th Ward):

Referred -- EXEMPTION OF BOBBE AND COMPANY FROM PHYSICAL
BARRIER REQUIREMENT PERTAINING TO ALLEY
ACCESSIBILITY FOR PARKING FACILITIES
FOR 4034 NORTH TRIPP AVENUE.

A proposed ordinance to exempt Bobbe and Company from the physical barrier requirement pertaining to alley accessibility for the parking facilities for 4034 North Tripp 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 SPECIFIED
PERMIT AND LICENSE FEES FOR PARTICIPANTS
IN VARIOUS EVENTS.

Also, two proposed orders authorizing the Director of Revenue to waive the permit and license fees specified for the participants in the events noted, to take place along the public ways and during the periods indicated, which were *Referred to the Committee on Special Events and Cultural Affairs*, as follows:

Saint Bartholomew Church Carnival -- to be held on North Laverne Avenue, between West Addison Street and West Patterson Avenue, for the period extending June 10 through June 17, 2002 (Street Closure, Raffle, Special Event,

Food Vendor and Itinerant Merchant, Tent, Zoning, Public Place of Amusement, Electrical Installation and Fire Prevention License/Permit fees); and

Saint Pascal's Church Festival -- to be held on portions of North Melvina Avenue and North Moody Avenue, for the period extending May 29 through June 2, 2002 (Food Vendor and Itinerant Merchant, Street Closure, Electrical Installation, Tent and Raffle License/Permit fees).

Presented By

ALDERMAN O'CONNOR (40th Ward)

Referred -- EXEMPTION OF VARIOUS APPLICANTS FROM
CITY FEES UNDER NOT-FOR-PROFIT STATUS.

Two proposed ordinances providing inclusive exemption from all city fees to the applicants listed below under their not-for-profit status for the erection and maintenance of buildings and fuel storage facilities, which were *Referred to the Committee on Finance*, as follows:

Chicago Housing Authority/Harry J. Schneider Apartments, 1750 West Peterson Avenue; and

Edgewater Community Council, 6044 North Broadway -- for a one year period ending January 31, 2003.

Referred -- GRANT OF PRIVILEGE TO LSL INDUSTRIES, INC.
TO MAINTAIN, USE AND OCCUPY PARKWAY
AT 5535 NORTH WOLCOTT AVENUE.

Also, a proposed ordinance to grant permission and authority to LSL Industries, Inc. to maintain, use and occupy a parkway area, previously paved with asphalt, for

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NEW BUSINESS PRESENTED BY ALDERMEN 79493

employee and visitor parking in front of 5535 North Wolcott Avenue, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT TO INSTALL
SIGN/SIGNBOARD AT 2750 WEST LAWRENCE AVENUE.

Also, a proposed order directing the Commissioner of Buildings to issue a permit to S. M. Deluxe Sign to install a sign/signboard at 2750 West Lawrence Avenue, which was *Referred to the Committee on Buildings.*

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT
TO CONSTRUCT, MAINTAIN AND USE CANOPY
AT 5051 NORTH LINCOLN AVENUE.

Also, a proposed order authorizing the Director of Revenue to issue a permit to Richtown Mortgage to construct, maintain and use one canopy to be attached or attached to the building or structure at 5051 North Lincoln Avenue, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- COMMITTEE ON EDUCATION URGED TO
CONDUCT MEETING ON VIRTUAL PRE-K AND
OTHER PRE-SCHOOL PROGRAMS.

Also, a proposed resolution urging the Committee on Education to conduct a meeting and invite appropriate representatives from the Chicago Public Schools to describe and demonstrate the Virtual Pre-K interactive teaching method and other pre-school and early childhood education programs and initiatives developed and implemented by Chicago Public School educators, which was *Referred to the Committee on Education.*

Referred -- COMMITTEE ON EDUCATION URGED TO CONDUCT
MEETING ON TEACHER STAFFING LEVELS
AT CHICAGO SCHOOLS.

Also, a proposed resolution urging the Committee on Education to conduct a meeting and invite appropriate representatives from the Chicago Public Schools to testify on the current and projected teacher staffing levels at Chicago schools, which was *Referred to the Committee on Education*.

Presented By

ALDERMAN DOHERTY (41st Ward):

Referred -- AUTHORIZATION TO CLOSE TO VEHICULAR TRAFFIC
PORTIONS OF PUBLIC WAY FOR BENEFIT OF ORIOLE
PARK AND PUBLIC LIBRARY FACILITY.

A proposed ordinance directing the Commissioner of Transportation to close to vehicular traffic a line 300 feet north of West Balmoral Avenue, the east right-of-way line of North Olcott Avenue, West Balmoral Avenue and the west right-of-way line of North Olcott Avenue for the benefit of Oriole Park and a proposed public library facility, 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

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NEW BUSINESS PRESENTED BY ALDERMEN 79495

Municipal Code of Chicago, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Mr. Charles Wurm/C. W. Auto and Truck Repair, Inc. -- 9700 West Foster Avenue; and

Dr. Gregory Weathers -- 7760 West Devon Avenue.

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:

Olympic Signs, Inc. -- 8101 West Higgins Road; and

Robert Brian Awning Company -- 6101 North Northwest Highway.

Presented By

ALDERMAN NATARUS (42nd Ward):

Referred -- EXEMPTION OF VARIOUS APPLICANTS FROM
CITY FEES UNDER NOT-FOR-PROFIT STATUS.

Two proposed ordinances providing inclusive exemption from all city fees to the applicants listed below under their not-for-profit status for the erection and maintenance of buildings and fuel storage facilities for a one year period ending December, 2002, which were *Referred to the Committee on Finance*, as follows:

The Looking Glass Theater, Water Tower Works and North Michigan Avenue; and
The Michigan Avenue Streetscape, 111 West Washington Street.

Referred -- GRANTS OF PRIVILEGE TO SUNDRY
APPLICANTS FOR VARIOUS PURPOSES.

Also, six proposed ordinances to grant permission and authority to the applicants listed for the purposes specified, which was *Referred to the Committee on Transportation and Public Way*, as follows:

C. Douglas Hinckey/J. James -- to construct, install, maintain and use one balcony adjacent to 722 South Carpenter Street;

Kroupa Development -- to construct, install, maintain and use twenty-six balconies adjacent to 530 North LaSalle Drive;

L. J. Sheridan and Company -- to construct, install, maintain and use one kiosk adjacent to 111 North Wabash Avenue;

Michigan Wacker Associates, L.L.C. -- to construct, install, maintain and use two flagpoles and three awnings adjacent to 75 East Wacker Drive;

Smithfield Properties XVII/State and Washington, L.L.C. -- to construct, install, maintain and use five planter boxes adjacent to 9 -- 21 West Washington Street;
and

WLS Television Inc. -- to maintain and use, as now constructed, one conduit adjacent to 190 North State Street.

Referred -- AMENDMENT OF ORDINANCE WHICH AUTHORIZED
GRANT OF PRIVILEGE TO CMK DEVELOPMENT CORP.
TO CONSTRUCT, INSTALL, MAINTAIN AND
USE BALCONIES, FEATURE WALL AND
GREASE SEPARATOR ADJACENT TO
516 NORTH WELLS STREET.

Also, a proposed ordinance to amend an ordinance previously passed by the City Council on July 25, 2001 which granted authority to CMK Development Corp. to construct, install, maintain and use twenty-six balconies, one feature wall and one grease separator adjacent to 516 North Wells Street by inserting the language: "One (1) planter along North Wells Street. Said planter shall measure thirty-nine (39) feet, eight (8) inches in length and six (6) feet, four (4) inches in width. Grantee must allow six (6) feet of clear and unobstructed space for pedestrian passage at all times.", which was *Referred to the Committee on Transportation and Public Way*.

Referred -- EXEMPTION OF KROUPA DEVELOPMENT FROM
PHYSICAL BARRIER REQUIREMENT PERTAINING TO
ALLEY ACCESSIBILITY FOR PARKING FACILITIES
FOR 530 NORTH LA SALLE STREET.

Also, a proposed ordinance to exempt Kroupa Development from the physical barrier requirement pertaining to alley accessibility for the parking facilities for 530 North LaSalle 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
PERMIT TO INSTALL SIGN/SIGNBOARD
AT 605 NORTH CLARK STREET.

Also, a proposed order directing the Commissioner of Buildings to issue a permit to

Grate Signs, Inc. to install a sign/signboard at 605 North Clark Street, which was *Referred to the Committee on Buildings.*

Referred -- AUTHORIZATION FOR ISSUANCE OF NECESSARY
PERMITS, FREE OF CHARGE, TO LANDMARK PROPERTY
AT 325 NORTH LA SALLE STREET.

Also, a proposed order authorizing the Director of Revenue and the Commissioners of Buildings, Environment, Fire, Health, Planning and Development, Sewers, Streets and Sanitation, Transportation, Water and Zoning to issue all necessary permits, free of charge, to the landmark property at 325 North LaSalle Street for exterior restoration and interior rehabilitation of a warehouse building, which was *Referred to the Committee on Historical Landmark Preservation.*

Referred -- AUTHORIZATION FOR WAIVER OF SPECIFIED
PERMIT AND LICENSE FEES FOR PARTICIPANTS
IN VARIOUS EVENTS.

Also, seven proposed orders authorizing the Director of Revenue to waive the permit and license fees specified for the participants in the events noted, to take place along the public ways and during the periods indicated, which were *Referred to the Committee on Special Events and Cultural Affairs*, as follows:

American Society of Artists Inc./Arts Adventure -- to be held on sidewalks along portions of East Superior Street and East Chicago Avenue adjacent to Holy Name Cathedral on July 28, 2002, during the hours of 5:00 A.M. to 8:00 P.M. (Itinerant Merchant License fees);

Chicago Run & Walk For Aids -- to be held in Grant Park on September 29, 2002, during the hours of 5:00 A.M. to 12:00 Noon (Itinerant Merchant and Food Vendor License fees);

Christkindle Market -- to be held in Daley Plaza and in Block 37 for the period extending November 28 through December 22, 2002 (Tent Permit fees);

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NEW BUSINESS PRESENTED BY ALDERMEN 79499

18th Annual Printers Row Book Fair -- to be held on portions of South Dearborn Street and West Polk Street on June 1 and 2, 2002 (Food Vendor License fees);

18th Annual Printers Row Book Fair -- to be held on portions of South Dearborn Street and West Polk Street on June 1 and 2, 2002 (Canopy Installation Permit fee);

18th Annual Printers Row Book Festival -- to be held on portions of South Dearborn Street and West Polk Street on June 1 and 2, 2002 (Itinerant Merchant License fees); and

18th Annual Printers Row Book Festival -- to be held on portions of South Dearborn Street and West Polk Street on June 1 and June 2, 2002 (Street Closure Permit fees).

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMITS
TO CONSTRUCT, MAINTAIN AND USE CANOPIES
AT SPECIFIED LOCATIONS.

Also, four 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:

Burberrys, Ltd. -- for nine canopies at 633 North Michigan Avenue;

Copperfield's Market -- for one canopy at 70 West Huron Street;

Lawson Young Men's Christian Association -- for one canopy at 30 West Chicago Avenue; and

Ohio East Hotel, L.L.C. -- for one canopy at 15 East Ohio Street.

Presented By

ALDERMAN NATARUS (42nd Ward)
And OTHERS:

Referred -- AMENDMENT OF TITLE 4, CHAPTER 60, SECTION 10
OF MUNICIPAL CODE OF CHICAGO BY CLARIFICATION OF
DEFINITION OF "CONSUMPTION ON PREMISES --
INCIDENTAL ACTIVITY LICENSE".

A proposed ordinance, presented by Aldermen Natarus, Daley, Ocasio and Mell, to amend Title 4, Chapter 60, Section 10 of the Municipal Code of Chicago by including within the definition of "Consumption On Premises -- Incidental Activity License" additional provisions which would allow the retail sale of alcoholic liquor for consumption on the premises only if the primary activity for such establishment is taking place, which was *Referred to the Committee on License and Consumer Protection*.

Presented By

ALDERMAN DALEY (43rd Ward):

Referred -- GRANT OF PRIVILEGE TO SAINT JAMES LUTHERAN
CHURCH TO CONSTRUCT, INSTALL, MAINTAIN AND USE
CONCRETE BRICK PAVERS ADJACENT TO
2101 NORTH FREMONT STREET.

A proposed ordinance to grant permission and authority to Saint James Lutheran Church to construct, install, maintain and use concrete brick pavers adjacent to 2101 North Fremont 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, 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:

Saint Clement's School -- 2524 North Orchard Street;

Saint James Lutheran School -- 2101 North Fremont Street; and

Seigle's -- 1617 -- 1621 North Clybourn Avenue.

Referred -- AUTHORIZATION FOR WAIVER OF SPECIFIED
LICENSE AND PERMIT FEES FOR PARTICIPANTS
IN VARIOUS EVENTS.

Also, three proposed orders authorizing the Director of Revenue to waive the specified License fees 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:

Lincoln Park Cultural Center Annual Summer Faire -- to be held at 2045 North Lincoln Park West on July 13 and 14, 2002 (Itinerant Merchant and Food Vendor License fees);

Mid-North Association, P.M.B. 164/Lincoln Park Festival -- to be held in the 2000 block of North Lincoln Park West on June 15 and 16, 2002 (Food Vendor, Itinerant Merchant, Liquor License and Street Closure Permit fees); and

Old Town Triangle Association/Old Town Art Fair -- to be held at 1763 North Park Avenue on June 8 and 9, 2002 (Itinerant Merchant and Food Vendor License fees).

Referred -- AUTHORIZATION FOR ISSUANCE OF LICENSES AND
PERMITS, FREE OF CHARGE, TO PARTICIPANTS
IN PARK WEST ANTIQUES FAIR.

A proposed order authorizing the Department of Revenue to issue, free of charge, licenses and permits to the participants in the Park West Antiques Fair, to be held on portions of North Geneva Terrace, West Arlington Place, the east/west alleys just north of West Fullerton Avenue and a section of the Pony Ride Kids Korner on West Arlington Place, on June 1, 2002, during the hours of 11:00 A.M. to 7:00 P.M. and on June 2, 2002, during the hours of 11:00 A.M. to 6:00 P.M., which was *Referred to the Committee on Special Events and Cultural Affairs.*

Presented By

ALDERMAN LEVAR (45th Ward):

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMITS
TO INSTALL SIGNS/SIGNBOARDS AT
6116 NORTH MILWAUKEE AVENUE.

Two proposed orders directing the Commissioner of Buildings to issue permit to Artisan Signs to install signs/signboards at 6116 North Milwaukee Avenue, which were *Referred to the Committee on Buildings*, as follows:

one sign/signboard measuring 12 square feet; and

one sign/signboard measuring 64 square feet.

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NEW BUSINESS PRESENTED BY ALDERMEN 79503

Presented By

ALDERMAN SHILLER (46th Ward):

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT
TO CONSTRUCT, MAINTAIN AND USE CANOPY
AT 5123 NORTH CLARK STREET.

A proposed order authorizing the Director of Revenue to issue a permit to Red Hen Theater to construct, maintain and use one canopy to be attached or attached to the building or structure at 5123 North Clark Street, which was *Referred to the Committee on Transportation and Public Way*.

Presented By

ALDERMAN SCHULTER (47th Ward):

Referred -- EXEMPTION OF CHICAGO HOUSING AUTHORITY/CLARK
AND IRVING ANNEX SENIOR BUILDING FROM CITY FEES
UNDER NOT-FOR-PROFIT STATUS.

Three proposed ordinances providing the Chicago Housing Authority/Clark and Irving Annex Apartments with inclusive exemption, under its not-for-profit status, from all city fees related to the erection and maintenance of building(s) and fuel storage facilities at the locations specified, which were *Referred to the Committee on Finance*, as follows:

3920 North Clark Street;

3930 North Clark Street; and

3940 North Clark Street.

Referred -- EXEMPTION OF CHILDREN'S CREATIVE CENTER FROM
PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY
ACCESSIBILITY FOR PARKING FACILITIES FOR
1911 -- 1921 WEST IRVING PARK ROAD.

Also, a proposed ordinance to exempt Children's Creative Center from the physical barrier requirement pertaining to alley accessibility for the parking facilities for 1911 -- 1921 West Irving Park Road, 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 CONSTRUCT, MAINTAIN AND USE CANOPIES
AT 3600 NORTH WESTERN AVENUE.

Also, a proposed order authorizing the Director of Revenue to issue a permit to Heros to construct, maintain and use two canopies to be attached or attached to the buildings or structures at 3600 North Western Avenue, which was *Referred to the Committee on Transportation and Public Way*.

Referred -- APPROVAL OF PROPERTY AT 2500 WEST
BRADLEY PLACE AS CLASS 6(b) AND ELIGIBLE
FOR COOK COUNTY TAX INCENTIVES.

Also, a proposed resolution to approve the property at 2500 West Bradley Place as eligible for Class 6(b) tax incentives under the Cook County Real Estate Classification Ordinance, which was *Referred to the Committee on Economic and Capital Development*.

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NEW BUSINESS PRESENTED BY ALDERMEN 79505

Presented By:

ALDERMAN M. SMITH (48th Ward):

Referred -- AMENDMENT OF TITLE 4, CHAPTER 60, SECTION 023 OF
MUNICIPAL CODE OF CHICAGO BY ADDITION OF NEW SUB-
SECTIONS (48.14) AND (48.16) WHICH WOULD DISALLOW
ISSUANCE OF ADDITIONAL PACKAGE GOODS
LICENSES ON PORTIONS OF NORTH
SHERIDAN ROAD AND
NORTH BROADWAY.

A proposed ordinance to amend Title 4, Chapter 60, Section 023 of the Municipal Code of Chicago by the addition of a new subsection (48.14) which would disallow the issuance of additional package goods licenses on both sides of North Sheridan Road, from West Winnemac Avenue to West Ainslie Street, and on the east side of North Sheridan Road, from West Ainslie Street to West Lakeside Place and further, by the addition of a new subsection (48.16) which would disallow the issuance of additional package goods licenses on that portion of North Broadway, from West Elmdale Avenue to West Ardmore Avenue, which was *Referred to the Committee on License and Consumer Protection*.

Referred -- AUTHORIZATION FOR WAIVER OF LICENSE
FEES FOR PARTICIPANTS IN THE ROYAL
IMPERIAL SOVEREIGN BARONY OF THE
WINDY CITY ANNUAL RAFFLE.

A proposed order authorizing the Director of Revenue to waive the Raffle License fees for the participants in The Royal Imperial Sovereign Barony of the Windy City Annual Raffle to be held at 6033 North Sheridan Road, for the year extending August 16, 2001 through August 15, 2002, which was *Referred to the Committee on Special Events and Cultural Affairs*.

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT
TO CONSTRUCT, MAINTAIN AND USE CANOPY
AT 6101 NORTH SHERIDAN ROAD.

Also, a proposed order authorizing the Director of Revenue to issue a permit to Park Edgewater Condominium to construct, maintain and use one canopy to be attached or attached to the building or structure at 6101 North Sheridan Road, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN MOORE (49th Ward):

Referred -- EXEMPTION OF CHICAGO BOARD OF EDUCATION
FROM PHYSICAL BARRIER REQUIREMENT PERTAINING
TO ALLEY ACCESSIBILITY FOR PARKING FACILITIES
FOR 1709 WEST MORSE AVENUE.

A proposed ordinance to exempt the Chicago Board of Education from the physical barrier requirement pertaining to alley accessibility for the parking facilities for 1709 West Morse 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 STONE (50th Ward):

Referred -- AUTHORIZATION FOR VACATION OF
PORTION OF WEST FARWELL AVENUE.

A proposed ordinance authorizing the vacation of the public street in the north half

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NEW BUSINESS PRESENTED BY ALDERMEN 79507

of West Farwell Avenue lying between the east line of North Francisco Avenue and a line 129.59 feet, more or less, east thereof, which was *Referred to the Committee on Transportation and Public Way.*

Presented For

ALDERMAN STONE (50th Ward):

Referred -- EXEMPTION OF CHICAGO HOUSING AUTHORITY
FROM CITY FEES UNDER NOT-FOR-PROFIT STATUS.

A proposed ordinance, presented by Alderman Levar, providing the Chicago Housing Authority /Loyola Ridge Senior Building with inclusive exemption, under its not-for-profit status, from all city fees related to the erection and maintenance of building(s) and fuel storage facilities located at 1930 West Loyola Avenue, which was *Referred to the Committee on Finance.*

Referred -- EXEMPTION OF A-ONE CARPET FROM PHYSICAL
BARRIER REQUIREMENT PERTAINING TO ALLEY
ACCESSIBILITY FOR PARKING FACILITIES
FOR 2341 WEST DEVON AVENUE.

Also, a proposed ordinance, presented by Alderman Levar, to exempt A-One Carpet from the physical barrier requirement pertaining to alley accessibility for the parking facilities for 2341 West Devon 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.*

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 T. THOMAS (15th Ward):

Greater Southwest Development Corporation -- for construction of the Churchview Supportive Living Facility on the premises known as 2626 West 63rd Street.

BY ALDERMAN RUGAI (19th Ward):

Marist High School -- for renovation of an existing lavatory and locker rooms on the premises known as 4200 West 115th Street.

BY ALDERMAN CHANDLER (24th Ward):

Lawndale Christian Health Center -- for rehabilitation and new construction on the premises known as 3860 West Ogden Avenue.

BY ALDERMAN E. SMITH (28th Ward):

Ambassadors for Christ Church of Chicago -- for renovation of The Sheba Place Apartments on the premises known as 3239 -- 3249 West Warren Boulevard.

Christians Building Urban Communities -- for renovation of an existing structure on the premises known as 1101 South Sacramento Boulevard.

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NEW BUSINESS PRESENTED BY ALDERMEN 79509

BY ALDERMAN DOHERTY (41st Ward):

Immaculate Conception Church -- for renovation of an existing structure on the premises known as 7211 West Talcott Avenue.

Socrates Saint Sava Academy -- for installation of temporary modular classrooms at Holy Resurrection Serbian Orthodox Cathedral Church on the premises known as 5701 North Redwood Drive.

LICENSE FEE EXEMPTIONS:

BY ALDERMAN HAIRSTON (5th Ward):

South Shore Bible Church, 7159 South Cornell Avenue.

BY ALDERMAN BEALE (9th Ward):

Altgeld Murray Head Start, 951 East 132nd Street.

CYC Dorothy Gautreaux, 975 East 132nd Street.

Roseland Child Development, 461 East 111th Street.

BY ALDERMAN SUAREZ (31st Ward):

Chicago Youth Centers -- Centro Neustro/George E. Taylor Head Start Program, 1501 North Harding Avenue.

BY ALDERMAN MATLAK (32nd Ward):

The Athenaeum Theatre SCT Productions, Ltd., 2936 North Lincoln Avenue (2).

CANCELLATION OF WARRANTS FOR COLLECTION:

BY ALDERMAN BEALE (9th Ward):

Historic Pullman Foundation, various locations -- annual public place of amusement fees.

BY ALDERMAN MURPHY (18th Ward):

Ashburn Lutheran Church, 3345 West 83rd Street -- annual sign inspection fee.

BY ALDERMAN RUGAI (19th Ward):

Saint Barnabas Church, 10134 South Longwood Drive -- sign permit fees.

Saint John the Divine Church, 10511 South Oakley Avenue -- sign permit fees.

Washington Jane Smith Home, 2340 West 113th Place -- annual fuel burning equipment inspection fee.

BY ALDERMAN OCASIO (26th Ward):

Chicago Association for Retarded Citizens, 1801 North Spaulding Avenue -- annual sign inspection fee.

BY ALDERMAN ALLEN (38th Ward):

Reorganized Church of Jesus Christ, 4701 West Montrose Avenue -- annual flat sign inspection fee.

BY ALDERMAN O'CONNOR (40th Ward):

Christian Science Room, 5950 North Lincoln Avenue -- annual sign inspection fee.

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NEW BUSINESS PRESENTED BY ALDERMEN 79511

BY ALDERMAN DOHERTY (41st Ward):

Catholic Bishop of Chicago, 155 East Superior Street -- annual mechanical ventilation inspection fee.

Norwood Park Home, 6016 North Nina Avenue -- annual fuel burning equipment and sign inspection fees (2).

Presbyterian Church of Norwood Park, 5849 North Nina Avenue -- annual sign inspection fee.

BY ALDERMAN NATARUS (42nd Ward):

Northwestern Memorial Hospital, 240 East Superior Street -- annual fuel burning equipment inspection fee.

BY ALDERMAN DALEY (43rd Ward):

Anixter Center, 2032 North Clybourn Avenue -- annual driveway fees.

Contemporary Art Workshop, 542 West Grant Place -- annual sign inspection fee.

The Menomonee Club, various locations -- annual sign inspection fees.

BY ALDERMAN HANSEN (44th Ward):

Jane Addams Center, 3212 North Broadway -- annual building and sign inspection fees (2).

BY ALDERMAN LEVAR (45th Ward):

Norwood Gospel Chapel, 5158 North Nagle Avenue -- annual sign inspection fee.

BY ALDERMAN SHILLER (46th Ward):

South East Asia Center, 5120 North Broadway -- annual sign inspection fees (2).

*BY ALDERMAN LEVAR For
ALDERMAN STONE (50th Ward):*

Northwest Home for the Aged, 6300 North California Avenue -- annual fuel burning equipment inspection and sign inspection fees (2).

W. J. Haynes Co., 7045 North Western Avenue -- annual sign inspection fees (2).

CANCELLATION OF WATER/SEWER ASSESSMENTS:

BY ALDERMAN BEALE (9th Ward):

Roseland Little League, 109 East 124th Place.

BY ALDERMAN POPE (10th Ward):

South Chicago Parents and Friends, Inc., 10237 South Commercial Avenue.

BY ALDERMAN L. THOMAS (17th Ward):

Saint Sabinas Church, various locations (9).

BY ALDERMAN MURPHY (18th Ward):

Saint Thomas Moore Church, various locations (3).

BY ALDERMAN MATLAK (32nd Ward):

Saint Alphonsus Church, various locations (4).

Saint Andrew Church, 1640 -- 1644 West Addison Street.

Saint Bonaventure Church, various locations (3).

Saint Hedwig Church, various locations (4).

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NEW BUSINESS PRESENTED BY ALDERMEN 79513

Saint Helen Church, 953 -- 957 North Western Avenue.

Saint Mary of the Angels Church, 1851 North Hermitage Avenue.

BY ALDERMAN HANSEN (44th Ward):

Jane Addams Center, 3212 North Broadway.

REFUND OF FEE:

BY ALDERMAN FRIAS (12th Ward):

County of Cook/Cook County Warehouse Building, 2323 South Rockwell Street -- refund in the amount of \$24,412.50.

WAIVER OF FEES:

BY ALDERMAN TROUTMAN (20th Ward):

Saint Bernard Hospital, various locations -- demolition lien fees (2).

BY ALDERMAN CHANDLER (24th Ward):

Austin Corinthian Baptist Church, 4747 West Arthington Street -- demolition lien fee.

BY ALDERMAN E. SMITH (28th Ward):

Property at 3853 West West End Avenue -- demolition lien fee.

SENIOR CITIZEN SEWER REFUNDS:
(\$50.00)

BY ALDERMAN HAITHCOCK (2nd Ward):

Bradley, Robert J.	Kramer, Ferdinand
Haley, George	Krystof, Joseph A.
Hartigan, Lawrence J.	Talbot, Donald L.
Hoffer, Abraham	Ternipsede, Harriette
Jessie, Donald E.	Vincent, Geraldine E.
Kennedy, Helen T.	

BY ALDERMAN PRECKWINKLE (4th Ward):

Ahrens, Robert J.	Barnes, Amy L.
Almand, Edith	Bell, Tyra
Anderson, Frank	Bennet, Cecil B.
Andrews, Rudolph	Bernard, Tydis
Anglin, Barbara S.	Bernstein, Everett and Joan
Anthony, Nettie	Blumenthal, Milton
Askew, Essie M.	Bogan, Nadine
Bailey, Gloria T.	Brashers, Mary
Ball, Vera J.	Broms, Anita M.
Barker, Lula M.	Bronson, Walter W.

Brooks, Florence

Brookter, Gloria T.

Brown, James S.

Brown, V.K.

Bruce, Minnie L.

Bryant, Martha H.

Burin, Liselotte

Burnette, Clyde

Bynum, Gloria

Camara, Atilano

Campbell, Calvin C.

Carter, Shirely A.

Chappel, Ella

Clark, Jimel

Cohn, Herman

Cooper, Wyola W.

Correa, Da Silva and Gabriele, B.

Covington, Frances R.

Crown, William R. and Bessie M.

Cunningham, Donald F.

Daniels, Jack and Beverly

Davies, Della F.

Davies, Eddie

Dorsey, Tardiefay

Dray, Harold

Dunn, Margaret L.

Dupuy, Nelda

Ellis, Joan E.

Elston, Patricia

Ervin, Mel

Finley, Louise V.

Fisher, Florence A.

Fizer, Eloise M.

Flemming, Dorthy B.

Fowlkers, Rea P.

Friedrich, Lore

Fuller, Gladys O.

Garmony, Katherine

Gee, Lois

Geisel, Gustav

Goldman, Irene M.

Howard, Gladys

Gordon, Marceline D.

Hymen, Lorna

Gratton, David L.

Ingwer, Leo J.

Gresham, William

Ivory, Marian

Grinbarg, Thelma

Jackson, Clara W.

Gross, Josphine

Jefferson, Hattie

Hammer, Eunice K.

Johnson, Emil R.

Harrel, Beatrice

Johnson, Errington

Harris, Marion

Jones, Emmet L.

Harris, Shirley M.

Jones, Juanita

Hekmatpanah, Javad

Jones, Jr. Robert L.

Herd, Aaron

Kaye, Adele J.

Hervey, Henry P.

Keith, Elizabeth B.

Herzoff, Rhonda L.

Gwnedolyn, King

Hicks, Earl B.

Kirschner, Doris A.

Hirsch, Syrola R.

Koehler, Henry M.

Holland, Spurgeon W.

Kong, Jana

Holland, Imogene T.

Koroma, Mahalia M.

Hopkins, Johnie M.

Kritchevsky, Jerome

Horwitz, Irving

Kroll, Hannah L.

Kupper, Helen

Mathews, Martin B.

Lansky, Ira

Maurey, Joseph E.

Larson, Thlema E.

Maxwell, Floriese

Lawrence, Alease

McBride, Helen

Lee, Amy-Rush

McClellon, Mary

Lee, Russel S.

McCoy, George R.

Lehrer, Rose

McDaniel, Charles

Levin, Eve K.

McDuffy, Joan I.

Levinson, Mary E.

Mc Glory, Avadner

Levy, Arnold

Melzer, Lenore B.

Levy, Herbert

Mertz, David B.

Levy, Vera M.

Miles, Rosalie C.

Lewis, Jack D.

Miller, Dorothy H.

Lindsey, Marie

Miller, Edward S.

Lowrence, Joan E.

Millet, Joseph A.

Mack, Beatrice M.

Mitchell, Rita L.

Madison, Earl

Moman, Jessie L.

Makowski, Renata V.

Moody, William H.

Mannie, Jessie A.

Moran, Lucille

Markheim, Helen

Moskow, Harry

Mosley, Richard E.

Myers, John H.

Naylor, Margaret

Neely, Mary D.

Newton, Eddie L.

Niksich, Kate

Norwood, Helen E.

Oehme, Mafalda

Orman, Ann

Pace, Frances M.

Patinkin, Harold

Paul, Helen L.

Penn, Eileen S.

Perelmuter, Nancy G.

Pillet, Roger A.

Podolner, Charlotte

Pryor, Leroy P.

Pudik, Edward W.

Pugh, Roderick W.

Pullin, Elise D.

Railey, Johnnie May

Ray, Hobert L.

Ray, Lillian L.

Richardson, Bernice

Ries, Cecile T.

Riskind, MarJane

Rivers, Mary

Robertson, Lillie B.

Robinson, Penelope A.

Rosen, Charlotte and Auram

Rosenthal, Shirley L.

Rubovits, Alice

Russel, Alma V.

Sacks, Martin M.

Saloman, Elsbeth

Sanchez, Dolores J.

Sarnat, Edna S.

Scheff, Lawrence

Schmidt, Joseph

Schultz, Benjamin

Schwartz, Lillian L.

Scott, Ida L.

Shapiro, Nathan J.

Shiohara, Elise

Sibert, Frederick J.

Sidney, Nontharee E.

Siliger, Agnes I.

Simmons, Charlotte M.

Simon, Bernece

Sissman, Jerome

Smith, Jesse J. Jr.

Smith, Marjorie A.

Smith, Thelma S.

Smith, Thomasina

Snell, Ernestine E.

Spencer, Jean F.

Spratling, Zessie M.

Starr, Victoria J.

Stein, Doris K.

Stern, Jack and Mildren

Stern, Alice M.

Sumler, James E.

Summers, Georgia

Sutton, Clarence E.

Sutton, Wilma J.

Takaki, Nobuko

Talbert, Romance

Tarson, Phyllis

Taylor, Barbara W.

Thale, Katherine F.

Thompson, Odessa

Tillman, Naomi

Tompkins, Carol N.

Towles, Delores

Trotter, Jessye

Turner, Ruth P.

Turner, Virginia

Tutt, Juliet

Tyler, Joann E.

Tyskling, Antionette

Tyson, Helen

White, Annie

Usher, Ann-Marie

Whitehill, Otto

Volkmar, Betty L.

Williams, Vernon B.

Wachtel, Lillian K.

Williamson, Augusta

Wagner, Dorothy A.

Wilson, Bentley C.

Wald, Elise

Wilson, Carl

Wallace, Martin

Wolf, Josephine B.

Walton, Ida

Wood, Juanita

Washington, Vernon

Wood, William

Watson, Josephine K.

Yancey, Eloise

Weems, Dolores J.

Yancey, Theresa

Weinsten, Seymour

Young, Anna T.

Weinstein, Yvonne B.

Yuffy, Bernard

BY ALDERMAN HAIRSTON (5th Ward):

Adair, Margaret

Branch, Essie G.

Amarose, Anthony P.

Brown, Childs Josie

Baxter, Doris M.

Brownlee, Brady

Berenson, Arthur R.

Brummit, Martha J.

Bradshaw, Edwynne G.

Brusman, Noel S.

Burks, Mary P.

Burnett, Delores S.

Carpenter, Louis

Carothers, Juanita B.

Cartwright, Katherine A.

Chandler, Lucy J.

Chertkow, Sara

Clayton, Therese M.

Conley, Lester A.

Daniels, George Jr.

Davidson, Sydney

Davis, Virgil L.

Despres, Leon M.

Deutsch, Rozanne

Draper, Dore

Dwartz, Jack

Edmonson, Roy J.

Eiland, Willie L.

Erickson, Iatser C.

Ferda, Senta

Fineberg, Thomas A.

Floyd, Doris F.

Franklin, Frances L.

Fuerst, Jean S.

Gans, Dorothy M.

Gill, Leanore A.

Gordon, Edward

Grady, John M.

Gregoire, Jr. Oliver

Griswold, Geneva K.

Gross, Betty W.

Guterbock, Frances

Guye, Classie M.

Gzesh, Lorraine K.

Halpern, Jack

Hansen, Robert W.

Harris, Adrienne S.

Heydemann, Alice

House, Jane E.

Howe, Helen

Hyde, David

Jacobsohn, Sandral

Johnson, Helen P.

Jones, William H.

Jordan, Nellie H.

Judas, Isle

Karasik, Russel

Katz, Syma

Laevin, Ben

Lanizl, Elizabeth F.

Lash, Evelyn C.

Lewis, Gladys B.

Linroth, Laura E.

Mann, Babette C.

Manning, Mary L.

Margolis, Joan

Markel, Bernard

Martin, Lucile S.

Mayer, Frank J.

McClendon, Emma

McClendon, Mabel B.

McGrath, Mildred G.

Miller, Ada G.

Miller Rose

Mirelowitz Eugenie R.

Mirsky, Marvin

Moe, Catherine and Harr Marion

Murphy, Beatrice L.

Nicholson, Doris

O' Brien, Helen F.

Patchen, Robert A.

Patterson, Ruth

Powledge, Dorothy

Pridgen, Sam, Jr.

Randleman, Dorothy Z.

Rosenstock, Charlotte

Rosenthal, Ira M.

Rubin, Caroline

Scalzitti, Edmond J.

Schloerb, Mary J.

Scipio, Christina L.

Tyson, Lucille

Selby, Carl

Vikstrom, Charlotte

Seligman, Else

Walther, Marianne L.

Shagam, Saul

Washington, Cornelius

Shefner, Deborah S.

Webb, Mazola M.

Shellow, Vivian V.R.

Weil, Claude M.

Slater, Anne M.

Weinberg, Norman

Stewart, Ijetta

Wick, Elizabeth W.

Stolhammar, Rueben J.

William, Thelma L.J.

Strickland, Helen L.

Yamayoshi, Tom T.

Sykes, Anna L.

Zauber, Issa

Taschini, PierAngelo

Zellner, Arnold

Todd, Isle M.

Zesmer, David M.

Torezynski, Elise

Zollar, Lowell M.

BY ALDERMAN LYLE (6th Ward):

Allen, Doris

Beauford, Glandagan

Ballentine, Releatha

Benn, Lottis

Barnes, Beatrice L.

Birdsong, Helen

Battle, Mable

Bishop, Eunice

Black, Willie	Dervisa, Charon W.
Brown, Edith	Dodd, Venita
Brown, Evelyn	Ector, William
Brown, Willie Jean	Edinton, Edith B.
Brumfield, Carrie	Edmond, Naomi
Buchanan, Joe	Edwards, Gladys
Burgess, Hellen	Ewing, Wyancie and Myrtle
Butter, Hattie	Evans, Mae
Canady, Laymon	Everhart, Clanton
Canady, Lewis P.	Fischer, Georgia V.
Cargle, Elmer D.	Foy, Parthena
Castile, Celia H.	Gattling, Alma N.
Coleman, Doris	Gause, Cornelius G.
Collins, Bud C.	Givens, Verneal
Collins, Margaret	Godfrey, Erma C.
Collins, Ruby	Gordon, Clarence
Connor, Charles C.	Granger, Doris
Craft, Wilson	Gray, Helen
Davis, Henry	Green, Alma
Decoy, Charlotte C.	Greer, Mattie L.

2/6/2002

NEW BUSINESS PRESENTED BY ALDERMEN

79525

Green, Mevlean

Guidry, Alfretta

Guy, Eugene

Hamilton, Alta

Harper, Eurith

Hearns, Cleopatra E.

Henderson, Randolph

Herod, Prudence C.

Hickman, Christina

Hill, Gertrude

Hinton, Pearl

Hodo, Ruth L.

Hogan, Mary E.

Jackson, Missouri H.

Jasper, Beatrice R.

Jenkins, Nell

Johnson, J. D.

Kincade, Willie

King, Joshua

Lemons, Marie A.

Lewis, Hattie

Lile, Theresa E.

Lindsay, Arvil

Linder, Louis

Linneer, Esther L.

Lomax, Geraldine

Long, Henry E.

Mackey, Joan B.

Madden Annette B.

Marshall, Dorothy R.

Martin, Ruby

McCann, Leo

McClain, Minnie B.

McCoy, Rosie

McKennie, Lilla

McWilliams, Mary Ellen

Meggingson, Thelma

Miller, Eula M.

Minor, Daniel L.

Mobley, Barbara J.

Mogan, Walter H.

Moore, Harriett C.

Moreland, Mary

Moren, Lewanna

Mosley, Beatrice L.

Muhammed, Maryann H.

Murray, Dorothy

Nelson, Mary L.

Olbey, Wilfred R.

Oliver, Mary

Owens, Loutisa L.

Parker, James

Parks, Cornelia

Parschal, Willie

Patterson, John

Payne, Lucille

Payne, Mildred

Posey, Zenobia P.

Quarles, Lawrence

Ray Lualice

Reed, Jr. Jesse A.

Rhone Barabra T.

Ridley, Fred

Roberts, Mary

Ross, Evander

Salter, James

Scott, Annie

Shirley, Minnie

Shumaker, Leroy

Sims, Mae L.

Smith, Bernice B.

Smith, Elsie

Smith, Orlando

Thomas, Rosetta

Thompson, Alberta

Thurman, Mai R.

Tillman, Ora

Vance, Florence

Walker, Cornelius

Wallcae, Rita O.

Ward, Collette C.

Williams, Ideaulis

Ware, Lela

Williams, T. C.

Washington, Helen W.

Wilson, Ann K.

Washington, Mattie

Wilson, Cecelia

Washington, Mellownee

Wilson, Ann K.

Watts, Mildred

Wilson, Celcia

West, Dorothy

Wilson, Matti. H.

White, Lula

Witcher, Herbertine

Whitehead, Bessie

Wolford, Connie B.

Williams, Annie

Wynn, Elizabeth

Williams, Clifford

Yankaway, Jewel E.

Williams, Gavendolyn H.

Young, Bertha L.

BY ALDERMAN BEAVERS (7th Ward):

Adams, Polley H.

Kemp Grace E.

Atkinson, Florence M.

King, Eva J.

Chambers, Thomas S.

Konyar, Fern E.

Gainer, Rosebud

Lokanc, Joseph A.

Grogan, Jeanette

Mendelson, Jennie

Henton, Armister E.

O'Hearon, Dorris M.

Herring Chieffe A.

Parry, Lillian K.

Pettitt, Wilbur P.

Rycraw, Bernice

Rice John L.

BY ALDERMAN BEALE (9th Ward):

Jones, Lubertha

Thompson, James A.

BY ALDERMAN OLIVO (13th Ward):

Armstrong, Ruebertha M.

Gillen, Louise E.

Aument, Stella M.

Godek, Sophie C.

Begich, Carmel J.

Godula, Helen

Bollinger, Mary L.

Gornik, Irene

Bowden, Ruth F.

Grobarek, Ruth M.

Brown, Francis J.

Grygorcewicz, Michael

Bucholz, Hedwig

Hickey, James J.

Campana, Louis P.

Kendrick, Robert

Domenas, Julia

Klecka, Darlene

Dowling, Agnes M.

Kopf, Andrew E.

Englund, Alfred R.

Kornowicz, Stanley

Flynn, Evelyn S.

Langer, Frances

Gallo, Gertrude

Langer, Mary

2/6/2002

NEW BUSINESS PRESENTED BY ALDERMEN

79529

Maher, Loretta C.

Rudnicke, Elizabeth J.

Mcbride, Mary G.

Sowinski, Stephanie

McKenzie, Elizabeth A.

Stonis, Adam F.

Miller, Dolores K.

Sutich, George R.

Moore, Dolores

Tandarich, Antoinette A.

Nemtusak, Anthony

Trezzo, Antonio

Polasek, Frank T.

Tuman, Florian F.

Prahl, Eleanor R.

Vitale, Carol I.

Pratt, Sophia

Wilk, Josephine H.

Pribble, Eva

BY ALDERMAN MURPHY (18th Ward):

Davis, Millie A.

Nichols, Antoinette

BY ALDERMAN ZALEWSKI (23rd Ward):

Baran, Alice S.

Driscoll, Mary C.

Brazinski, Lillian

Galey, Dolores

Briggs, Elizabeth

Hefler, Mary

Brody, Irene M.

Legenza, Angela H.

Diacci, Antonio

Leona, Leo

Dobbs, Frances B.

McNamara, Genevieve

Meister, Inez J.

Spring, Anna H.

Misevich, Ann

Stanszak, Mary

O'Keefe, Dorothy B.

Usavage, Emily

Peischl, Cecilia

Vasicek, Catherine

Przycki, John

Wideikis, John G.

Rizzo, Dorothy

Zachar, Victoria D.

Sauter, Mary Lou

BY ALDERMAN WOJCIK (30th Ward):

Beitz, Arthur R.

Mally, Donald P.

Dettert, Rosellyn R.

Morrow, Alice

Desherow, Virginia

Salcido, Elaine

Galinis, John W.

Schalk, Della G.

Gottlieb, John W.

Strojny, Leonard

Gyarmati, Dorothy

Sullivan, Norman D.

Hodges, Robert D.

Swanson, Anna L.

Jakob, Anton

Viert, Albert

Jaszczor, Mary J.

Yep, Rose

Lujanschi, Gheorghe

BY ALDERMAN BANKS (36th Ward):

Acebo, Richard	Carsello, Lorraine E.
Albergo, Lorraine	Charnota, Camile
Alexa, Geraldine and Staffa, Jeannette	Cieko, Sophie
Antonacci, Minnie A.	Cieslowski, Josephine
Appa, Therese	Clark, Roy
Appari, Gesuaida R.	Cook, Lorraine
Arens, Dorothy	Corcoran, Margaret
Baker, Erma	Coronato, Helen
Barton, Thomas P. and Virginia	Crispino, Carmela
Benages, Aldolph and Hilda	Devincenzo, Angeline M.
Bertone, Anthony J.	Donisch, Audrey A.
Bez, Jan	Dundbar, Eleanor
Bogner, Marie T.	Druce, Anne M.
Bowden, Helen	Durkacz, Emilia
Brandt, Lucille M.	Edens, Walter
Brezis, Thomas	Evans, Mary P.
Broda, Henrietta	Faczek, Rosemary T.
Campell, Lorraine	Fiaschetti, Gina
Caprille, Frances M.	Ford, Harriett

Fontano, Camille

Franceschini, Rose

Gaddini, Anna

Galella, Betty R.

Gerner, Richard J.

Goggin, Virginia A.

Grudecki, Genevieve

Handwerker, Margaret

Harrington, Victoria M.

Heitz, Virginia J.

Helmick, Dolores M.

Hudyka, Chester J.

Jewett, Julia

Kaseberg, Helen J.

Kissel, Emily

Koski, Gloria A.

Kowalski, Eleanor

Kowalski, Regina M.

Kuczynski, Jozef

Laurie, Susanna A.

Lipschultz, Eli

Lisanti, Helen R.

Livorsi, Frank

Lucki, Helen D.

Margoscin, Edward

Marino, Lorretta

Marlar, Leona E.

Marzillo, Ann

Mathisen, Martha I.

Melone, William O.

Mleczo, Bernice

Moen, Margit D.

Morazoni, John A.

Muenow, Elmer E.

Muscolino, Ann M.

Nagakura, Midori H.

Nahorniak, Alice

Neri, Raymond

Nogas, Jane

Notaro, Helen

2/6/2002

NEW BUSINESS PRESENTED BY ALDERMEN 79533

Ogozerja, Mirosława K.

Rutkowski, Olga

Olvera, Ofelia R.

Sabo, Irene

Orland, Rosella

Sahagian, Virginia

Orsatti, Adam

Schroeder, Margaret

Pasold, Lucille C.

Skalisky, Helen L.

Pastorino, Marie A.

Sloboda, Edward F.

Pelka, Wanda P.

Smith, Theresa M.

Perez, Francisco

Solovey, Olga

Perillo, Vivian J.

Sommerman, Helen

Peszek, Esther

St. Marie, Daniel R.

Phillips, Bertha S.

Stiltner, Ruth

Prihoda, Ruth M.

Stralka, Florence

Pross, Florence

Strope, Lillian

Prubanowski, Laverne

Swierzywski, Lucja

Reilly, Mary E.

Thoss, Virrell

Roberts, Frances

Veltri, Mario

Rochwick, Lila J.

Vondruska, Theodora

Royer, Mary

Wawrzyniak, Katy

Rudy, Leo

Wojtiuk, Justyna

Ruscito, Mary

Yates, Michael R.

Rusky, Jean

ALDERMAN ALLEN (38th Ward):

Albaracin, Carmen

Bonanno, Carmela

Albright, Jeanette M.

Boncler, Eleanor

Altman, Elizabeth

Bozenski, Emma

Anderson, Jennie and Virginia

Brando, Stella

Andrich, Lucile G.

Budnick, Frances A.

Auerbach, Sylvester

Budnik, John

Augustine, Edward J.

Buscarini, Genevieve F.

Babicz, Joseph G.

Busta, Alec

Banke, Henry S.

Butz, Edward

Baran, Rose Marie

Cain, Anna M.

Bargi, Mario

Caldwell, Evelyn K.

Basich, Esther

Carlino, Anthony J.

Benson, Ruth

Carlino, Joan M.

Bilut, Frank

Carlino, Lena M.

Binkowski, Harry S.

Ceffalio, Anna

Bischoff, Heinrich

Ceffalio, Pearl E.

Blaho, Eleanor A.

Charnota, Peter

Blaho, John

Chinnow, Harold

Bobsin, Roberta J.

Chipei, Eva A.

Bojarczyk, Leokaolia

Christiansen, Betty L.

Cicero, Jeanette M.

Donaldson, John

Cielocha, Theresa I.

Dorobiala, Stanley

Cinquino, Frank

Douglass, Evelyn E.

Citko, Helen

Drazba, Jadwiga

Ciupinski, Helen C.

Duberville, Raymond L.

Clark, Charles A.

Ducasse, Raymond A.

Clawson, Melvin L.

Dudzik, Adele

Claypool, Lawrence

Dykes, Stanley P.

Copello, Catherine

Eirick, Theodore

Costa, Salvatore

Epstein, Della E.

Coughlin, Dolores M.

Farina, Thomas J.

Czech, Roselle A.

Fedosena, Ann

Dahlgren, Carl G.

Fiduccia, Samuel

Dejonghe, Pamela

Flammini, Barry J.

Dekas, Evelyn F.

Frangello, Lucille M.

Delaney, Norinne

Furlong, Marie C.

Deutschmann, Gertrude

Gandolfo, Rocco

Dieckman, Christine

Garioto, Stella S.

Dillon, Evelyn A.

Gaughan, Mary D.

Disbrow, Mildred

Geiser, Veronika

Gennaro, Joseph

Gerakaris, Helen

Gerich, Eva A.

Giuffrida, Mario T.

Glas, Helen M.

Gleich, Jerome J.

Glidden, Mary M.

Gore, Ray V.

Gorenstein, Marjorie E.

Grabkowski, Teresa

Green Vernon and Lucille R.

Grobosch, Joseph P.

Grosguth, Marie E.

Grossmayer, Nick M.

Grund, Louise R.

Gudaniec, Alex

Guevara, Raul P.

Guske, Shirley F.

Guttman, Louise

Haag, Emily M.

Hanson, Edwin A.

Hartman, Geraldine M.

Heine, June L.

Hellberg, Sally A.

Hickson, Gloria

Holmgvist, Alice

Howe, Patricia A.

Huebscher, Mildred

Hurlbrink, Phyllis

Hynes, William F.

Jablonowski, Alma

Jambor, Frances

Jarmuth, Anna M.

Jarosz, Halina

Jasinek, Gertrude C.

Jensen, Eleanor L.

Jeschke, Dorothy A.

Johnson, Edna M.

Johnson, Herman F.

Johnson, Mary A.

Jorgensen, Kristian N.

Jozefski, Gladys K.

Juraco, Mary

Kaisto, Lilly M.

Kamienski, Lottie

Kapustka, Irene

Karbach, Ann J.

Karlak, Stella

Kay, Lillian S.

Kaylor, Louise I.

Kedge, Roy M.

Kelley, Josephine M.

Kelly, Patrick

Kerwin, Lucille

King, James P.

King, Margaret M.

Klager, Florence

Klatt, George J.

Klereski, Eleanor

Klickman, Elenora

Klingner Everette L.

Kloc, Jane D.

Knudsen, J. Robert

Kolak, Helen M.

Kolman, Agnes T.

Kondiles, Milton G.

Koscinski, Antoinette

Kotlarz, Joseph L.

Kotwica, Dolores C.

Kozlowski, Florence

Krawczyk, Ann Marie

Krezel, Lorraine

Krupa, Ralph

Kubica, Loretta H.

Kukulski, Helen V.

Kurcz, Irene A.

Kurz, Harriet M.

Kwiatek, Gertrude M.

Lacesa, Yolanda

Lachowicz, Richard L.

Lambesis, Gus

LaNasa, Catherine

Lechowicz, Jane

Lecinski, Shirley M.

Legenski, Irene

Lehmann, Laverne S.

Lempicki, Helen

Lesjak, Josephine M.

Lewis, Leroy

Lichtfuss, Elizabeth

Linwood, Phyllis

Lopresti, Vincent M.

Luczak, Minerva M.

Maibusch, Stephanie H.

Manto, Doris A.

Marcucci, Beatrice

Marino, Antoinette

Marlovitz, John C.

Martin, Irene

Martino, Robert

Marzec, Alice J.

Masella, Anthony J.

Matzer, Josef

Mauro, Philip R.

McDowall, Dolores B.

McGann, James G.

McLeod, Martha M.

Meyne, Jane

Micek, Bernardine

Michalec, Leona E.

Migani, Julian

Migani, Shirley M.

Mihailovic, Elise

Milas, Anne G.

Miodu, Renetta

Misko, Ellen

Moore, Ana D.

Moran, Isabel W.

Morgeri, Ada A.

Moriarty, Eugene M.

Morreale, Clara

Paterno, Sara

Morreale, Dorothy

Pienkos, Angela V.

Mroz, Leona M.

Piotrowski, Joan H.

Mueller, Agnes

Pistoresi, Catherine

Mulligan, Anne T.

Piwowar, Stephanie

Multon, Eleanor F.

Polito, Alfred

Murphy, John

Polnik, John L.

Muszalski, Gene

Potratz, Robert J.

Naase, Katharina

Prath, Marie F.

Netterstrom, Frances J.

Raidonis, Albert

Nicosia, Josephine

Ravalli, Vito A.

Noland, Mary H.

Rehor, Josef

Olah, Gertrude

Reichert, Lois G.

Oliver, Margaret

Rekosh, Eugenia

Oria, Maxine G.

Richter, Toni

Oswald, Adam

Rife, Nellie

Paju, Salme

Rieger, Carol C.

Palmisano, Verlie I.

Romano, Sarah

Paoli, Ida

Rossi, Anne A.

Patten, Lois

Rossing, Frances M.

Ruff, Rosalie

Sabatino, Annette F.

Salamone, Verner John

Sambrowitz, Ruth E.

Sammartino, Joseph A.

Sandefur, Alma R.

Sander, Frank

Sasso, Marie

Sausser, Diana

Sbertoll, Grace L.

Scherer, Catherine

Schneider, Martha L.

Schwartz, Betty J.

Seitman, Bernice

Seyb, William H.

Sharkey, Dorothy G.

Shore, Harry

Sigalos, Elsie

Siuda, Lucille M.

Skoneczny, Teofila

Skuros, Margaret

Smrokowski, Irene K.

Snyder, Phyllis K.

Sobelak, Stella

Sochacki, Alfred

Somogyi, Joseph R.

Speaker, Dolores E.

Stenzel, Cecelia L.

Stievko, Lucille

Straub, Joseph J.

Stritzel, Janet H.

Strzalkowski, Evelyn E.

Suzuki, Ruth

Szot, Stanley S.

Sztorc, Edward

Tamborello, Marion

Taormina, Chris N.

Tarr, Michael

Till, Florence M.

Tinnerello, Ross

Torri, Eddie L.

Totaro, Jean V.

Traczi, Natalie

Trakszelis, Valeria S.

Treletsky, Henry

Truppa, Virginia A.

Verlie, Palmisano I.

Verlinghire, Irene T.

Villarreal, Zapopan

Volz, Louise

Vydra, Florence M.

Wagner, Joseph F.

Wahlquist, Bernard C.

Walkowitz, Elizabeth

Waller, Dolores M.

Walsh, Anna M.

Walz, Lorraine

Wavering, Elaine P.

Webber, Dale

Wieczorek, John L.

Wieronski, Irene

Williams, Frank

Witte, Anna M.

Wojcik, Filomena

Wojcik, Florence S.

Wojewocki, Leonard

Wozniak, Janina

Wyant, Dorothy

Wykowski, Eugenia V.

Young, Blanch

Zajakala, Loretta M.

Zanetto, Lillian

Zemgulis, Martha A.

Ziegenhorn, Patricia J

Zminkowski, Elizabeth A.

Zuba, Ted H.

Zurales, Mary

BY ALDERMAN LAURINO (39th Ward):

Aronietis, Guna I.	Hamilton, Florence M.
Barnett, Joyce L.	Hawkinson, Barbara
Barr, Elayne	Hosten, Mary
Beebe, Mary A.	Jensen, Marian R.
Bennett, Andrew	Johnson, Lillian M.
Berland, Theodore	Kaim, Hans L.
Carlson, Norman A.	Kakis, Anastasia
Collins, Margaret M.	Kaner, Norman J.
Cross, Chester J.	Kirstein, Laurette
Cygan, Jadwiga	Koehler, Dorothy E.
Dockery, Mary	Komensky, Irving
Dunn, Marion B.	Korbilas, Christ P.
Eggert, Betty H.	Kostanski, Phyllis C.
Erskine, Peggy	Kown, George
Ettwein, Manfred	Kreger, Amy H.
Fish, Norma T.	Kushino, Betty
Fredrickson, Helen M.	Lehan, Marie E.
Gilmore, Thomas B.	Lehr, Rosemarie E.
Grabicanin, Christa	Levin, Manny
Gugliuzza, Phillip C.	Machain, Margaret A.

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NEW BUSINESS PRESENTED BY ALDERMEN

79543

Maresh, Alice M.

Schar, Georgiana L.

Marks, Robert H.

Schuster, Myrl

Mayerbock, Alfred J.

Spetyla, Dolores A.

McCue, Margaret M.

Steadman, Lillian

Miller, Sallie A.

Strobl, Jack M.

Mitchell, Peter

Sullivan, John F.

Moran, Mary Donna

Taussig, Frances M.

Nee, Eileen A.

Thornton, Hiram A.

Nodzinski, Karol S.

Van Slambrouck, Ann M.

Ordman, Nettie

Ward, Raymond and Arlene

Philbin, Noreine

Welsh, Muriel J.

Preusser, Rita J.

Werdinger, Henry

Resnick, Sydney

Wolfberg, Eileen

Robot, Judith

Worozaken, Josephine

Roman, Mitchell P.

Yoshimura, Ryoko M.

Sanner, Fern R.

BY ALDERMAN O'CONNOR (40th Ward):

Abman, Helen

Allen, Mary Jane

Abromowitz, Lillian

Aron, Fred

Baime, Elaine N.

Finch, Byrdie Nell

Berger, Albert

Garcia, Lydia C.

Black, Bernard

Gardner, Irving

Blaul, Bernice

Gracia, Emila I.

Bonke, Doris G.

Griggs, Dorothy C. and Griggs,
Howard D.

Brennan, Ruth A.

Hammer, Norma S.

Bruckner, Alfred

Haralampopoulos, George

Cannell, Jeanette

Hatzis, Peter

Cassuto, Shirley

Hiller, Anne

Claveria, Roberto H.

Inclan, Maria D.

Cline, Kenneth L.

Ishoo, Youash

Copeland, Anita R.

Kaufman, Avrum M.

Corfman, Loretto C.

Klonder, Ramona

Cummings, F. Nadine

Kock, Henry R.

Cunneen, Mary E.

Kogan, Betty

Demes, Katherine H.

Komperda, Klara

Deyo, Amalia M.

Koss, Jack L.

Edelman, Lillian

Kurshenbaum, Sam

Elman, Marshall A.

Lakich, Victoria

Erenberg, Nina

Leavitt, Ben

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NEW BUSINESS PRESENTED BY ALDERMEN

79545

Leibovich, Esther

Levin, Mary Ruth

Levy, Seymour

Ludwig, Saul

Maffia, Antoinette

Mahoney, Eileen

Mann, Irene E.

Martinelli, Lawrence A.

Mason, Mary

Maximov, Teresa

Mayol, Fernando J.

McGovern, Kay

Morariu, Elizabeth

Murphy, Onelia M.

Nakamoto, Nancy K.

Nelson, Harold A.

Newman, Sylvia

Nickson, Betty J.

Orlow, Valentine J.

Pagounis, Ourania

Parr, A. W.

Petkos, Mike

Podsudek, Anita

Reinach, Charlotte J.

Remish, Alexander

Richter, Elwyn

Ruzicka, John

Scholsberg, Lester and Helfgott,
Helen

Schupack, Harriet

Schwartz, Marshall

Silverstein, Oscar

Sonkin, Eugene

Speiser, Maria

Stefanescu, Eugenia

Stobbart, Harold E. and Gertrude K.

Storz, Gertrude

Sullivan, Nelle

Teichman, Naomi

Tenner, Evelyn

Tracy, John P.

Wold, Alex

Trock, Muriel

Yamamoto, Ruth Y.

Tuchten, Rose

Young, Marie

Urman, Dorothy

Young, Clare

Vanderstraeten, Pauline S.

Zemel, Jack A.

Weissberg, Milton

BY ALDERMAN DOHERTY (41st Ward):

Abezetian, Noyemi

Baker, Gertrude

Aaflei, Florence E.

Balon, Anthony T.

Amelio, Carmela

Banek, Frances

Anast, George H.

Barranco, Angela

Anderson, Beverly J.

Barris, Lucille

Anderson, Doris M.

Barry, Margaret M.

Anderson, Josephine C.

Baysinger, Alyce L.

Anderson, Mary

Bell, Robert W.

Arcara, Yolanda

Benedetti, Leda

Arnone, Angelo

Besefske, Joan

Augustyn, Lottie K.

Bibikes, Bessie Z.

Avramopoulos, Koula

Block, Mae Dean

Babel, Estelle

Blocker, Marilyn

Bajerski, Jennie

Blowers, Helen C.

Bobel, Doris

Bohn, Betty J.

Bojczuk, Maria

Bowman, Dorothy B.

Boyer, Lillian M.

Bradley, Annette M.

Brieske, Mary

Brugger, Robert J.

Bruno, James C.

Brydacki, Stanely

Buczarski, Nadzieja

Bukowski, Eugenia

Bush, Charleyne

Byrne, Bridget S.

Calt, Thomas H.

Candelora, Mary

Cantalupo, Mary Jane

Cappetto, Lena

Carlson, Marie J.

Cawley, Virginia

Chamouille, Georgette

Chitty, Thais G.

Chmielowski, Irene E.

Chodkiewicz, Mary

Chreptyk, Anna B.

Christy, Jean

Cierlik, Walter

Clatch, Ronald

Coduto, Donald

Collins, Amelia B.

Conforti, Annette

Connelly, Julie A.

Cressel, Dorothy E.

Criscione, Viola A.

Curtis, Jeanette

Czarnecki, Dolores

Czwornog, Jozefa

Czyzewski, Lillian M.

Daidone, Teresa A.

Daley, Mary C.

Dalum, Wilbert

DaMata, Laura

DeAngelo, Joanne

DeFrance, Anthony

Delaquila, Alyce J.

DeLopez, Frances

DeMichael, Mary F.

DeSimone, Mary F.

Diezel, Norma P.

DiMaggio, June

DiMuzio, Marie

Dolan, Wilbert E.

Donatelli, Anthony R.

Donovan, Louise C.

Drewienkowski, Mary

Drzal, Stanislaw

Duchin, Jayne

Duda, Helen

Dudek, Marilyn H.

Duffin, James B.

Dugan, Mary C.

Dvorak, Vaclav

Edwards, Audrey T.

Elliott, Eileen

Ellis, Virginia

Enza, Meucci

Fabrizio, Geraldine

Fagiano, Louise H.

Farioli, Christina

Feit, Helen

Ferolo, Constance

Ferson, Dorothy

Firling, Marion R.

Fitzpatrick, James A.

Fieldheim, Elizabeth S.

Fogarty, Evelyn

Frank, Lillian C.

Fredericksen, Shirley M.

Freeman, Harold J.

Frieb, Adelaide

Frietag, Howard C.

Gabel, Betty J.

Galvin, Lucy D.

Garcia, Rose J.

Gasero, Rosemarie A.

Gasinski, Jean W.

Gast, Elfriede

Gattorna, Louis A.

Geller, Rose

Gettes, Dorothy L.

Ghimenti, Norma E.

Giambrone, Anna M.

Gibson, Gerald J.

Gleeson, Tim

Godemann, Louise

Gorr, Marie

Gruber, Mary T.

Grzas, Mirosława

Gucwa, Audrey H.

Guida, Joseph C.

Gunderson, Hope

Gunther, Virginia R.

Guzaldo, Cecelia

Guzman, Robert E.

Gwornog, Jozefa

Hahn, Michael Jr.

Halick, Richard, E.

Halupniczak, Cecilia P.

Hamill, Dorothy M.

Hansen, Kenneth B.

Hennelly, Maureen

Herdzina, Dorothy M.

Herling, Joan L.

Herzer, Ruth A.

Heyka, Marta

Higgins, Lois M.

Hoder, Arthur V.

Hoehne, Irma G.

Hoffman, Anne L.

Hoffman, Charlotte W.

Hofmann, Erwin A.

Hokenson, Florence M.

Houvouras, Aphrodite

Jacobsen, Laurette

Jacobek, Harriet

Janowiak, Raymond

Janus, Dorothy L.

Johnson, Frederick M.

Johnson, Gloria E.

Johnston, Dorothy M.

Joyce, Norine

Judzka, Christine

Kaiser, Aurelia T.

Kalchbrenner, Frank

Karmowski, Frances

Kattner, Patricia A.

Katzenbach, Donna

Kelly, Frances M.

Kendra, Helena

Kenney, John B.

Kensek, Michael

Kerr, Lois E.

Kersch, Anna

Klement, Lorraine H.

Kluss, Minnie

Koehler, Auguste

Koehler, Henry G.

Kohn, Eva

Kolinski, Helen

Konrath, Frieda

Kozlowski, Florence

Kreps, Orrin C.

Krogloth, Elizabeth

Kurata, Rosemarie

Lamoine, Leon

Lampariello, Phyllis C.

Lane, LaVerne A.

Lease, Leroy L.

Lepore, Michael V.

Ley, Rita C.

Lezak, Dorcas, R.

Linac, Dorothy

Lorenc, Maria M.

Lucas, Edward

Lucas, Harry

Ludtke, Bernadette

Ludtke, Medard F.

Maczka, Eugene J.

Maher, Edith M.

Mahoney, Mary

Majchrowski, Stefania

Makrinski, Aida L.

Maloney, Catherine B.

Mancini, Catherine

Mantell, Rochelle J.

Marek, William J.

Marx, Shirley E.

Mascari, Salvatore and Agnes D.

Materko, Rose M.

Matyaszek, Garnet

Matyskiela, Lillian R.

Maxouris, Jane

McAlpine, Elizabeth P.

McCann, Albert L.

McLaughlin, Martha M.

McLaughlin, William

McNichols, Thomas

McNulty, Jean M.

Meucci, Enza

Miano, Loretta

Micek, Lillian

Michaluk, Irene S.

Miemiec, Eileen K.

Millea, Thomas V.

Miller, Asta

Miller, Helen F.

Miller, Hildegard M.

Miller, Marie

Miller, Rita

Miller, Rita C.

Minea, Mariah	O'Neill, Margaret D.
Misic, Steve	O'Toole, John T.
Mitchell, Robert J.	O'Toole, Mary B.
Moiana, Louise	Oberhardt, Robert N.
Montalbano, Leon	Ojeda, Lorraine
Montalbano, Phillip A.	Olen, George
Moran, Marie M.	Olson, Cecelia L.
Morydz, Irene	Olzeski, Lucille
Muellner, Mary	Ovcharchyn, Stephanie
Murphy, Mary L.	Paldauf, Dorothy K.
Murray, Gertrude E.	Panczko, Frank J.
Musolff, Stephanie	Papa, Mary C.
Nadherny, Genevieve	Parillo, William J.
Naumiec, Evelyn R.	Pawlish, Anna C.
Nicpan, Eleanor F.	Pawlowski, Lucian
Nielsen, Gabriella	Pawlowski, Mary
Niemiec Eileen K.	Pelletier, Eva
Nohr, Mary Ann	Pernau, Loraine M.
Nyberg, Clemence W.	Peruzzato, Albert
O'Connor, Marion A.	Peterson, Marion A.

Peterson, Patrick

Power, Thomas J.

Phillips, Helen

Prymaczek, Louis

Pierro, Geno F.

Prymaczek, Walter

Pipitone, Ralph

Pursley, Mary E.

Pizur, Lottie

Pyles, Bernice B.

Pociask, Helen

Quinn, Geraldine

Pociask, Natalie

Radlowski, Helen M.

Pociask, Tony

Randazzo, Jean

Polan, Josephine

Ratarac, Duke

Popp, Martha

Regan, Thomas C.

Post, Ann

BY ALDERMAN NATARUS (42nd Ward):

Aarons, Joels

Alenko, Helen E.

Abelson, Hope

Allen, June C.

Abrams, Edith Levy

Allen Sander

Adams, Evelyn

Allen, Thomas D.

Addis, David H.

Allred, Angela T.

Agosto, Florence R.

Alper, Howard C.

Akan, Shirely M.

Alsdorf, Marilyn B.

Albano, Leona

Alspach, Alma

Amschler, Alvin J.

Anderson, Doris T.

Anderson, Edith R.

Anderson, Shirley A.

Andrews, Carol M.

Anixter, Lester J.

Annes, Susi

Antelo, Joseph G.

Anthony, Anna M.

Applebaum, David

Arkin, Goldie

Armstrong, Edwin R.

Armstrong, Janet

Armstrong, Joan D.

Arteburn, Isabel

Ash, Joseph

Asher, Robert H.

Athens, Andrew A.

Athey, Jean M.

Avichouser, Charles H.

Aycock, Charline S.

Ayres, Alice

Badgley, Elizabeth M.

Badgley, Reed M.

Bailey, Robert L.

Baker, James

Balog, James T.

Barce, Elwood

Barker, Grace

Barrica, Joseph I.

Bartell, Jean

Bartelt, Joanne I.

Baschnonga, Stephen A.

Basil, Phyllis

Bass, Maraly

Bay, Dorothy F.

Beach, John R.

Behr, Elsa

Behr, Mildred

Bellack, Daniel E.

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NEW BUSINESS PRESENTED BY ALDERMEN

79555

Bemat, Dessa

Billings, Rita C.

Bernath, Tibor

Billings, Arthur A.

Bennington, Joseph and Mary

Bilsky, Moses

Benton, Alan A.

Birndorf, Beryl A.

Berg, Max

Bioff, Frances

Berger, Virginia Butts

Bisceglia, Ann

Bergere, Carleton

Blackman, Lenore

Bergman, Ralph A.

Blankstein, Rosalyn

Bergman, Dorothy L.

Blau, Laurel W.

Berkson, Sadie

Block, Helen

Berlin, Bob A.

Bloom, Marceline

Berman, Bennett

Blue, Joan M.

Berman, Edward A.

Blumberg, Naomi

Bernard, Barbara S.

Bobins, Elaine E.

Bernik, Joseph M.

Boe, Elaine B.

Bernstein, Kathy E.

Boehm, Nathan

Berry, Velma I.

Bohat, Mary Ann

Berthoud, Paul M.

Borello, Clara

Berz, Marvin S.

Borenstein, Lorelei

Beskin, Syril

Bornstein, Ira

Borowitz, Selma A.

Bowden, John W.

Bozich, Michael S.

Bradley, George

Brady, Harriet B.

Brady, Hazel

Bragno, Henry W.

Brandt, William E.

Bransfield, Gertraud

Braun, Saramae

Broida, Miriam G.

Bronstein, Majbritt

Brown, Alice

Brown, Cecil T.

Budwig, Samuel M.

Burditt, George M.

Burke, Estelle N.

Burke, Judith

Burke, Richard W.

Burkin, Helen M.

Burnett, Alice

Burnett, Patricia A.

Burns, Betty B.

Busch, Albert I.

Butler, Mary Ellen

Buzzi, Anna

Byman, Helen O.

Cady, Barbara F.

Calisoff, Charles I.

Callahan, Helen F.

Campione, Gladys B.

Camras, Roselyn

Candel, Elisa

Caprow, Naomi K.

Carb, Genevieve & Saul

Carey, Joan T.

Carleton, Joan L.

Carroll, Jean

Carson, Veronica A.

Caswell, Myrtle

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NEW BUSINESS PRESENTED BY ALDERMEN

79557

Cechner, Robert A.

Cemok, Lillian M.

Chakiris, Kenneth M.

Charmatz, Lester

Chizewer, Esther

Chulock, Elaine A.

Cichon, Louis E

Clayman, Charles

Clinton, Edward X.

Coane, Hillard

Cohen, Harry

Cohen, Joseph J.

Cohen, Lillian

Cohen, Seymour A.

Cohen, Stanley

Cohn, Rosaline

Colangelo, Theresa

Colburn, Elaine Stone

Collins, Rosemarie

Connor, Berry

Conroy, Charles J.

Consovoy, Frances

Conway, Joann

Cooper, Lawrence E.

Cooper, Shirley

Coppersmith, Sylvia

Corbisiero, Carmine

Corman, Helen K.

Corn, Milton W.

Cory, David E.

Cottle, Robert

Crain, Beatrice

Crane, Barbara B.

Crews, Claire

Crowell, Patricia

Crowley, Patricia C.

Crowley, Rosemary A.

Culver, Sydney K. Mrs.

Cummings, John R.

Curran, Barbara A.

Curth, Ruth A.	Dimiceli, Vincent J.
Cusack, Eileen A.	Doetsch, Virginia L.
Cuzelis, Edward A.	Don, Nora
Czike, Stephen F.	Dopichay, Willi
Dalessandro, William	Dorfman, Ethel
Daly, Frank X.	Douglas, Marjorie
Dandan, Khalil Y.	Dowd, Mary K.
Davee, Mrs. Ruth	Dowd, Mary M.
Davies, Ann M.	Doyle, Barbara E.
Davis, Jack	Dragolava, Vesselinovitch
Davis, Samuel C.	Dray, Sheldon
Davis-Robson, Janice	Drell, Charlotte
Dawson, Robert T.	Drewry, William P.
Deeb, Naima	Dreyfuss, Elsbeth
Delchicca, Lillian	Dry, Faye
Delevitt, Billie D.	Drzazga, Maria
Demar, Edith F.	Duker, Harriet C.
Denman, C. Scott	Dumbleton, William A.
Desanti George	Dunhill, John S.
Dillon, William A.	Dunne, George W.

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NEW BUSINESS PRESENTED BY ALDERMEN

79559

Dunsky, Pauline

Farber, Frank

Dvorkina, Raisa

Feigen, Frank

Dyrek, Frances

Feinman, Irving

Eardley, Catherine B.

Felber, Milton

Edlis, Stefan T.

Feldman, Ruth

Ehrlich, Danuta

Ferris, Mary C.

Ehrlich, Jack

Ferry, Audrey

Eisenberg, Karl S.

Feuerstein, Seymour

Eisendrath, Edwin W.

Fine, S. Richard

Elendt, Lois E.

Finkel, Harry

Elman, Irwin M.

Finzelber, Evelyn

Englander, Ann

Fischer, Eveline M.

Epstein, Joan H.

Fischer, Sylvia D.

Epton, Audrey

Fisher, Jack

Esko, Irwin W.

Fisher, Royal P.

Ettelson, Robert G.

Fitzgerald, Helena R.

Fainman, Selma

Flack, Benita R.

Fairfield, John L.

Flory, William

Faldet, Burton

Foldin, William L.

Fantus, Maurice

Forsyth, Lesley

Foster, Blanche M.

Gavatin, Ester

Fox, Harry

Gelbin, Matthew A.

Fox, Matthew C.

Gelman, Bettye

Frank, Elizabeth H.

Genesen, Louis

Franke, Richard J.

Geocaris, Niki

Frazier, Delores T.

Geocaris, Olga

French, Joan S.

Gerber, Ann R.

Friedman, Irys

Gifford, Marian J.

Friedman, Lawrence D.

Ginsberg, Seymour

Friedman, Leon

Ginther, Mary

Friend, Dorothy

Gladstone, Bernice

Fryer, Charles M.

Glaser, Marjory W.

Fumagalli, Charles R.

Glassell, Don

Gallo, Genevieve

Glick, Robert R.

Gans, Leo

Glickman, Annette

Gardner, Carole

Gluth, Robert C.

Gardner, Howard A.

Gniewek, Paul

Gardner, Mary B.

Golan, Joseph

Gargiulo, Anthony W.

Gold, Jerome J.

Gast, Mary F.

Goldberg, Berdene

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NEW BUSINESS PRESENTED BY ALDERMEN

79561

Goldberg, Harriet B.

Guthman, Leo

Goldblatt, Bernice

Haas, Lois

Golden, Gloria

Haft, Howard S.

Goldman, Norma

Hahn, Lila A.

Goldsmith, Joan R.

Hammerman, Charlotte

Goldstein, Clarice

Hannema, Philip A.

Goldstein, Lillian

Hanson, Bonita

Goldstein, Sylvia

Hapner, Ruth J.

Goldstine, Ruth

Harper, Alice H.

Goodman, Marie

Harrigan, Donna R.

Gordon, Sydney S.

Harris, Joan W.

Gorelik, Harry

Harrison, Leo M.

Gorman, Thomas

Harrison, Stanley

Green, Allen J.

Hartle, Mary Ellen

Greenan, Kathleen M.

Harvey, Evelyn L.

Greenberg, Jean

Haug, Elise L.

Greenfield, Paul

Haussner, Eva H.

Grinker, Roy R.

Haverkamp, Frances

Grosby, Audrey

Havey, Thomas W.

Gurvey, Roy

Hayes, Clara

Hazlett, Catherine

Hedrick, Gale H.

Heim, Sylvia C.

Helford, Rosaylin

Hellerman, Don V.

Henning, Dolores E.

Henry, Grace

Hensel, Nancy F.

Herbert, Antonia R.

Herhold, Carole

Hersh, Jerome I.

Hess, Sidney J.

Hewitt, Dolores H.

Hill, Mercedes

Hillmer, Shirley

Himmel, Lucille

Himmel, Maggie

Hirsh, George D.

Hoffman, Marie

Hogan, Kathleen

Hogan, Rebecca C.

Hogeorges, William

Holleb, Gertrude

Hollemans, William C.

Holzman, Bernard S.

Homer, Shirley J.

Hooper, Ruth R.

Hoppe, Audrey L.

Horwich, Franklin

Horwitch, Adeline

Horwitz, Marian

Hosek, Edward F.

Hummer, William B.

Hurst, Sally P.

Hurvitz, Harold

Imburgia, Anthony J.

Ireland, Lily

Irwin, Dorothy A.

Isaacson, June

Jacker, Lisette

Jacobs, Joan H.

Kaplan, Rose

Jalass, Lillian

Karel, James S.

Jarolim, Carl

Karesh, Jacqueline

Jasinski, Perihan

Karlin, Alvin

Jensen, Christine M.

Kaufman, Joann H.

Jensen, Lola Aileen

Kaufman, Marilyn M.

Johnson, Phyllis A.

Keinigsberg, Delphine E.

Johnson, Walborg E.

Kelly, James F.

Johnston, Kathleen A.

Kelly, Rose M.

Joseph, Albert R.

Kenig, Ida

Kagen, Maynard I.

Kennedy, Jane

Kagen, Irving

Kenny William J.

Kahn, Allen

Kerbis, Seymour Z.

Kallin, Donald

Kerman, Alma

Kane, Lois M.

Kernahan, Elizabeth M.

Kanefield, Albert

Kester, Max

Kanehl, Lois A.

Kidston, Alan R.

Kanter, Gerald J.

Kienlen, Louis J.

Kaplan, Arthur E.

Kiley, Virginia E.

Kaplan, Isabelle

Kirschlager, Mary Anne

Kiven, Norman M.

Klammer, Hedwig

Klempner, Jack M.

Kleper, Jeanne P.

Kliska, Bernard

Klowden, Rose L.

Koenig, Joseph

Koffler, Blanche M.

Kohn Kate H.

Kolkey, Gilda P.

Kolos, Mary

Koplar, Alan E.

Kostman, Milford,

Kotar, Ruth

Kovacevic, Radoslav

Kozloff, Helen,

Kransnow, Florence

Kraus, Paul L.

Krohn, Neva

Krolik, Paul P.

Kruger, Letitia

Krugly, Dolores E.

Krumholz, Mary L.

Krzeminski, Josephine

Kuchnecki, Zozislaw E.

Kuchuris, Francis L.

Kulbarsh, Beverly

Kulis John C.

Kurland, Genevieve

Lacaci, Nellie B.

Lai, Grace M.

Lande, Beverly P.

Landman, David

Lang, Libby

Lansky, Joseph

Lanzillotti, Gian M.

Lapping, Norman E.

Lauter, Charlottee S.G.

Lavezzorio, Tina

Lavin, Inez W.

Lavin, Marshal R.

Levin, Lewis

Lavine, Geraldine T.

Levin, Libby

Lawrence, Bessie F.

Levine, Ruth M.

Lawrence, Rita

Levinson, Celia

Lawson, Albert T.

Levy, Ann Magad

Leaf, Margery E.

Levy, Ethel M.

Lederer, Esther P.

Levy, Gerry

Ledwith, Mary M.

Lewis, Helen

Lee, Pamela

Lichard, David

Leftwich, Harold A.

Lieberman, Babs M.

Legett, Roberta J.

Lieberman, Richard

Leigh, Laurie M.

Lint, Sylvia

Leisz, Florence M.

Lipschultz, Gloria

Lemke, Regina C.

Litt, Shirley

Lerner, Isadore

Litvak, Ruth M.

Lesly, Virginia

Logan, Reva

Lessman, Ida O.

London, Alfred L.

Leventhal, Seymour

London, Jean

Levin, Albert

Lopardo, Eleanor H.

Levin, Edward

Lorig-Brownstein, Pauline

Lotts, Lura M.

Louer, Susan S.

Lowenstern, Edward S.

Lundquist, Carmella

Lupton, Mary B.

Lurey, Beverly

Lurie, James L.

Lustman, Hannah T.

Lutz, Lillian L.

Mach, Anthony B.

Macie, Evelyn J.

Mackevich, Gene

Macmahon, Harold B.

Madrzyk, Marie

Mages, Rita R.

Malnatti, Donna M.

Mancini, Wanda M.

Mandarino, Florence

Manfredi, Harold

Mann, Belle S.

Mann, Gertrude A.

Manning, Kent R.

Manos, Anna

Markoff, Paulette

Markovitz, Marion B.

Marsch, Rose

Marsh, Eleanor

Martin, Charles

Martin, Douglas D.

Martinec, Emil L.

Mason, Camile L.

Massaro, Robert J.

Masters, Joan

Matthies, Harold J.

Maurello, Carl

McCahill, Dolores

McCaslin, Geraldine

McClory, Marian B.

McCurry, Margaret M.

McDonald, Barbara J.

McGrath, Patricia A.

McKugo, Eileen

McLaughlin, Ruth L.

McNeil, Ethelyn

McRae, Hilda G.

Medow, Phoebe

Meister, John R.

Melin, Sally

Mell, Bella

Mellow, Phyllis

Mendelson, Rhoda S.

Mertz, Donald J.

Mesirow, Shirley R.

Meves, Vera P.

Meyer, Janette G.

Meyer, Lee F.

Meyer, Norma J.

Meyerson, Marion R.

Miller, Barbara J.

Miller, Edward J.

Miller, Ira

Miller, Lloyd

Miller, Olive E.

Miller, Rita

Miller, Robert C.

Miner, Charles L.

Minneci, Georgia

Minta, Eugenia E.

Miranda, Mary A.

Mitchell, Joy

Mondeika, Therese D.

Montalto, Conrad R.

Moran, Ruth H.

Moreno, Martina J.

Morgan, Vernile M.

Moroney, Thomas J.

Morrison, Naomi

Mortenson, Mary Jane

Moss, Charles J.

Much, Joseph

Mulligan, Hugh E.

Murphy, Lydia B.

Murphy, Raymond J.

Murphy, Sarah

Myhrum, Margaret

Nagy, Denes

Napolillo, Marie R.

Narrood, Gloria

Nathan, Elizabeth L.

Nathan, Harriet B.

Neims, Ruth

Nelson, Mae

Nemirow, Betty

Neth, Nancy L.

Neuberg, Leroy

Neuert, Paul

Neuman, Lawrence

Nevins, Robert G.

Newman, Frances

Nielsen, Janet T.

Norstrom, Florence C.

Notheisen, Margaret

Novak, Helen E.

Novit, Nancy L.

O'Brien, Mary

O'Donnell, Margaret M.

O'Malley, Patrick L.

O'Meara, William L.

O'Neill, Raymond E.

O'Shea, Mary F.

Oaks, Violet E.

Oberto, Marguerite D.

Ogle, Margery S.

Oppenheim, Mary G.

Olesker, Joan

Olin, Larry G.

Osborne, David W.

Ossoff, Harry

Paas, Walter H.

Page, Georgia

Palinsky, Hiroko

Phillips, Sue

Palmer, Karl R.

Piazzzi, Gloria

Panko, Stephen M.

Pick, Ruth

Parker, Margaret O.

Polacek, Kathleen

Parrish, Sheila

Pollack, Suzanne H.

Passman, Toni Freed

Pollyea, Miriam

Patterson, John W.

Polos, Patricia F.

Paul, Albert W.

Pontarelli, Raymond W.

Peacock, Stewart S.

Poole, Thomas E.

Pearse, Claire

Pottage, Helen

Peck, Emmett J.

Poulos, Nick

Pecken, Camille

Powell, Bert

Penzik, Phyllis F.

Powers, Nancy R.

Perkins, Kenneth W.

Preble, Jr., Robert C.

Perlstadt, Sidney M.

Price, Harry H.

Peskind, Ira J.

Priest, Dennis F.

Petak, Dorothy

Prio, Frances M.

Peters, Alan

Pritkin, Marvin E.

Peterson, Ernest V.

Pritzker, Marian F.

Philipsborn, Thomas D.

Pucci, Lawrence

Quaadman, John L.

Querfeld, Christine

Rabin, Pearl

Rabulinski, Elaine R.

Rabushka, Sandford E.

Radko Theresa

Ragins, Adele

Range, Mary J.

Ratajack, Chester

Ratega, Catherine A.

Ratner, Eunice

Raven, Norma

Rawley, Jeanette C.

Reed, Majorie C.

Reich, Steve and Margrit

Reiffel, Evelyn L.

Reshkin, S. Jerome

Reynolds, Cleo M.

Rice, Duane

Richards, Joan

Richman, Donald I.

Rickhoff, Romyne G.

Rickhoff, William L. and Romyne L.

Riffner, Anna

Ring, Patricia F.

Ripps, Harris

Rissman, Burton R.

Ritsos, George T.

Robb, Barbara H.

Robbins, Audrey

Robin, Albert

Ronk, Robert M.

Rootberg, Philip

Rosen-Edes, Claire

Rosenberg, Marvin D.

Rosenberg, Norma K.

Rosenbloom, Alfred A.

Rosenfield, Martin

Rosenmutter, Mildred

Rosin, Joseph

Ross, Florence

Roth, Herbert L.

Roth, Marian K.

Rothe, Edward W.

Roviaro, Vivian

Rubenstein, Jean

Rubin, Vera G.

Ruderman, Dorothy S.

Ryan, Angela A.

Ryan, Kay

Rynowecer, Sybil

Sachs, Irene

Sachs, Jean B.

Sage, Josephine

Sakai, Henry K.

Salk, Joel I.

Saltzberg, Gerald B.

Samans, Cecelia

Samowitz, Stanley C.

Sampson, Lillian

Samuels, A. Sue

Sax, Arline B.

Scanlan, Mary E.

Schaffner, Lillian

Schale, Florence

Schatz, Martin

Scheffler, Milton M.

Scher, Dorothy

Schick, Rosemary

Schickler, Helen and Phillip

Schieber, Ava K.

Schiff, Harold

Schimberg, Armand Bruce

Schirn, Janet

Schlessinger, Shirley E.

Schmitz, Robert L.

Schneider, Joseph

Schrager, Elsa

Schultz, Mildred J.

Schwartz, Aubrey

Schwartz, Edward H.

Schwartz, Muriel H.

Schwartz, Norman D.

Schwechter, Ruth

Sciaky, Odette

Scribnick, Sanford

Seeboeck, Edwin

Segal, Marshall

Segall, Shirley L.

Selfridge, Frederick

Sennot, Ingeborg H.

Serafinas, Adel

Serota, Phyllis H.

Shaffer, Frank J.

Shlaes, Ruth

Shankman, Jacqueline H.

Shanley, Joan

Shanoff, Audrey F.

Shanoff, Rose M.

Shapiro, Arthur

Sheehan, Mary C.

Sheldon, Carol

Shelley, Arlene T.

Shields, Flora

Shifrin, Martin

Shlaes, Evelyn

Shore, Jack

Shorr, Philip C.

Sider, Will and Lois

Siegel, Sylvia

Siegel, Florence

Siegel, Lois B.

Sievers, Ronald

Siffert, Raymond K.

Sikokis, George P.

Silberman, David Jr.

Silfen, Stuart A.

Silverman, Audrey

Silverman, Faye

Silverman, Nettie R.

Simonian, George S.

Simons, Howard L.

Singer Honore

Sinn, Helen M.

Sitarski, Jean

Smart, Kathryn J.

Smith, Fern

Smith, George

Smith, Joseph M., Jr.

Smith, Ralph

Snyder, Jean

Sol, Ruth K.

Solomon, Edna

Sparano, James W.

Spencer, Harold

Spiegel, Frances

Spivak, Irving

Springer, Eleanor V.

Sproesser, B.B.

Stan, John J.

Steadman, Glynn R.

Stein, Benjamin D.

Stein, Elisabeth F.

Stein, Letty

Steinberg, Irwin S.

Stenhouse, Wallace

Stergios, Jerry

Stern, Florence

Stevens, Doris L.

Stevens, Mary

Stevens, Viola B.

Stillman, Joyce A.

Stitzberg, Robert

Stojanovic, Christa M.

Stokes, James

Stone, Jerome

Stone, Lorraine M.

Strahl, Anne M.

Stroba, Dorothy E.

Sugarman, Bernice

Summers, Alan

Sun, Robert S.

Superfine, Edwin A.

Sutker, Gerald B.

Swade, Ruth

Swanson, Robert

Swearingen, John E.

Sweeney, James R.

Sweet, Lois

Swirski, Mieczyslaw

Taft, Mary A.

Taman, Lewis

Tannebaum, Philip

Taradash, Betty Lou

Tarre, Marchall and Marcia

Tarun, Donald W.

Tate, Muriel J.

Taub, Robert G.

Taylor, Bill S.

Taylor, Catherine R.

Taylor, Dolores D.

Telingator, Richard H.

Tepper, Norman N.

Tesler, Stanley A.

Tew, Eileen L.

Thomison Leo D.

Tice, Robert D.

Timberlake, Barbara J.

Tinsley, Phyllis

Tkach, Kathryn I.

Topel, William E.

Traub, Myra R.

Traxler, Beverly M.

Tresley, Jack L.

Tribby, Isle I.

Trice, Marilyn T.

Trimble, Janice

Tripp, Marian B.

Trocky, Rolland

Tropp, Daniel and Maxine

Trulis, Rose M.

Tuber, Lauraine K.

Tucker, Sherman

Turngren, Karin J.

Tuthill, Patricia

Uddin, Mary

Ueda, Osamu

Ukman, Alvin L.

Urkov, Pearl

Vallos, Christine

Velentino, Marie

Verner, Kathryn L.

Vishny, Michele

Wagner, Alverna M.

Walen, Kathryn K.

Walsh, Leemarie

Walsh, Mary Rita

Walters, Florence M.

Waltzer, Helene S.

Ward, Joseph M.

Ward, Louis L.

Ware, Carol M.

Warshauer, Sidney

Warshawsky, Sarita

Weber, Werner

Webster, Elizabeth

Wecker, Norman R.

Weibeler, Clara B.

Weil, Kate L.

Weimer, Jean E.

Weinblum, Max D.

Weinstein, Enid

Weinstein, June A.

Weis, Richard, D.

Weiss, Leo

Wells, Betty L.

Wells, James M.

Wendorf, Herman

Wexler, Lenore L.

Whalen, James L.

White, Edward M.

White, Evelyn R.

White, James R.

Whitfield, Allan

Whiting, Willie

Wilder, Eleanor

Wilkins, Leona B.

Willett, Phyliss D.

Willhoite, Betty

Williams, John P.

Wilson, Raymond K.

Wineburgh, Leonard

Winkelman, Ethel L.

Wishnick, Maxine S.

Witherell, Elisabeth

Wleklinski, Barbara

Wolf, Sherman H.

Wolff, Gladys

Wolfram, Elfredal L.

Wolin, Leon

Wolkonsky, Marv

Woodward, Morton M.

Wright, Ollie B.

Wright, Mary K.

Yonover, Melva

Yungmeyer, Elinor

Zenoff, Dorothy

Zepell, June G.

Ziff, Marion D.

Zivin, Alma

Zyzman, Mildred

BY ALDERMAN DALEY (43rd Ward):

Adams, Cora G.

Alexander, George

Allesee, Raoul M.

Avis, Edward V.

Baer, Doris

Baert, Jeanne A.

Baldwin, Dewitt C.

Banke, Harriet

Bard, Jacob M.

Bazer, Samuel Z.

Belskey, John C.

Bentley, Mary V.

Berberian, Kay

Berger, Theodore

Berkson, Ruth

Bernard, Irving H.

Bifano, Ned D.

Binder, Martin R.

Blitz, Carmont

Brazier, Jack

Briede, Elaine

Brodkin, Zerna M.

Brodley, Robert

Bromberg, Gloria

Brophy, Corinne E.

Brown, Baird

Brown, Gloria

Brown, Jay M.

Buller, June

Burg, Leonard

Burger, Lois A.

Cafferty, Dorothy

Caldwell, J. Robert

Callahan, Jeanne A.

Carr Margaret W.

Chanen, Franklin A.

Chapman, Edward A.

Christensen Robert A.

Colodny, Manny

Condon, Richard F.

Conway, Sharon

Cook, Matthew D.

Cooper, Doris

Crocker, Diane W.

Decker, Freda

Dedmon, Claire L.

Deeb, Paula B.

Dennstaedt, Edward W.

Dick, Azile V.

Dombrowski, Marion B.

Dow, Virginia Hope

Draft, Harry E.

Dubow, Shirley

Eastlake, Dorothy

Ebinger, Edith F.

Edelman, Sunny G.

Edlis, Estelle

Egan, Bernard P.

Epstein, Sidney

Erde, Frank

Fea, Alice B.

Field, William D.

Filkins, Gilbert W.

Fister, Laurine G.

Flavin, John M.

Forman, Robert S.

Fox, David S.

Gaines, Edith B.

Glenn, Rowland A.

Goldberg, Annette

Goldberg, Charlotte

Goodman, Seymour

Gordon, Jeanette

Gordon, Bernard

Gore, Dorothy J.

Graham, Miriam L.

Gray, Melvin

Greenblatt, Sadelle T.

Hackett, Joseph J.

Hausek, Crane C.

Hill, Clissold E.

Hirsch, John B.

Hirshman, Doris

Holleb, Marshall M.

Horwich, Daniel

Hurckes, Mary Louise

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NEW BUSINESS PRESENTED BY ALDERMEN 79579

Iacono, Russell R.

Ishizu, Shigeko

Johanan, Jean A.

Jones, Patricia A.

Joseph, Gerda

Kane, Arthur O.

Kaplan, Bert

Kaplan, Pearl

Kaplan, Sidney M.

Katz, Betty

Kelz, Theodore

Kezele, Edward J.

Kinders, Doris M.

Klein, Catherine E.

Klein, Jean L.

Kolb, Betty H.

Krichevsky, Aaron

Krohn, Ruth

Kubala, Daniel J.

Kulcsar, Judy M.

Kuzmickas, Virginia

Lacono, Russel R.

Lauer, Elaine M.

Laurencio, Waldo A.

Lazar, Zelda S.

Lee, Michael M.

Lenneberg, Johanna

Levine, Anne

Levine, Mimi T.

Levine, William

Levinson, Muriel

Levit, Grace

Levy, Bernard M.

Lifton, Robert B.

Lipnick, Stanley M.

Lowitz, Shana

Lucich, Dragana L.

Lynch, Earl D.

Mack, Cecile

Malek, Molly C.

Manna, Esther S.

Manushkin, Sam

Markovich, Milan V.

Marks, A.J., Jr.

Mathews, Cecil

Matlin, Rochelle

Matross, Bobbe D.

Matson, Norman R.

Mayer, David P.

Mechler, John H.

Meganck, Marion J.

McKinlay, Archibald

Melnick, Judith

Metzger, Richard D.

Metzler, Margaret D.

Meyer, Norma L.

Mogill, Herman

Moore, Katherine

Nadler, Norbert

Novak, Lawrence A.

Novick, Minna S.

Nussbaum, Myron

O'Toole, Richard J.

Olin, Harold B.

Ollendorff, Klaus

Ortiz, Everett M.

Osimowicz, Geraldine H.

Ozmon, Nat P.

Palomo, Francisco

Paris, Christel I.

Pawlow, Beverly

Perkovich, Mark J., Jr.

Peschon, Mary

Pfister, Maureen

Pinzur, Sam

Plotkin, Manuel

Plotkin, Sylvia

Polacek, John G.

Polk, Ethel

Poyser, John R.

Prikopa, John I.	Ruttenberg, David C.
Rabichow, Helen G.	Sallas, Anna
Rath, Paul	Santangelo, Mario V.
Ray, Monna J.	Schacht, Ada E.
Read, Angela M.	Schallmoser, Joseph
Rebeck, Clara B.	Schulgasser, Evelyn
Rehkopf, Pauline M.	Seybert, Rose
Richman, Harold G.	Shapiro, Arthur L.
Ries, Ilse	Shapiro, Henrietta
Riggs, Margaret Y.	Shelgren, Mary Ann
Robert, Emery D.	Silverman, Joseph
Robinson, Jean	Simon, Seymour F.
Robinson, Roland F.	Snyder, Sherwood
Rodin, Anni	Solomon, Irving
Rogers, Marjorie D.	Sorensen, Vernon A.
Rosenblum, Lya Dym	Sorkin, Sylvia
Roth, Philip and Kei	Stein, Baila
Ruben, Doris	Stettler, Ans
Rubinelli, Joseph O.	Stinchcomb, Maxine
Rummel, Zoe	Stone, Charles

Strobl, Walter

Weil, Herta

Swisher, Mary

Weinberg, Jane G.

Tadman, Gloria M.

Weinzimmer, Lorraine

Taghert, Francis

Wellington, Majorie A.

Taylor, Lois J.

Westerman, Maxell

Tecklenburg, Walter F.

Williams, Anne G.

Thorpe, Paula E.

Windmiller, Betty

Tsatsos, Tanas and Sma

Witkowsky, Iris S.

Valentine, John F.

Yeager, Alvin I.

Vanderbeck, Catherine

Young, Joann

Wagner, Robert L.

Zalutski, Irwin L.

Wall, Burton

Zanet, Peter F.

Wall, Nettie

Zeni, Betty

Warekois, Dorthy C.

Zirlin, Rosalyn

Waters, Elsa

ALDERMAN HANSEN (44th Ward):

Abrams, Martin W.

Baim, Genevieve

Adler, Robert A.

Ballis, Bernice

Altus, Esther

Barkan, Melvin

Avrutine, Arnold H.

Becker, Esther

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NEW BUSINESS PRESENTED BY ALDERMEN

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Bern, Bebe R.	Fingerhut, Frances
Bierig, Henry	Fisher, Libbie
Bilas, Nadia I.	Garmisa, June
Bliss, Sarah	Geary-Forch, Lillian
Bloomberg, Ruth	Gerstein, Ethel
Blutter, Melvin	Gertz, Frances
Bondy, Jennie	Gold, Jack
Campbell, Doris B.	Gold, Kitty R.
Carlson, Nina	Gold, Lily
Chester, Gertrude	Goldenberg, Rochelle
Collins, Morris	Goldman, Albert
Cooper, Sheldon	Goldstein, Jacob
Cullnan, Myrtle P.	Goldstone, Adrienne J.
Dombrowski, John W.	Gomberg, Hilda
Drebin, Dorothy	Gordon, Shirley
Drexler, Lloyd and Evelyn	Greene, Ruth
Due, Verna	Greenwald, Harry R.
Edelson, Rose A.	Gregor, Marguerite
Ellefson, David W.	Haas, Dorothy F.
Epple, Elisabeth	Haas, Shirley

Hein, Charlotte M.

Leben, Muriel J.

Hene, Harriett

Leon, Harold

Henikoff, Sylvia

Levee, Leona

Hertzberg, Rae

Levin, Arnold

Hiliman, Ellen

Levine, Bertha

Hine, Rosalie

Levine, Eve

Hirsch, Sylvia

Levitt, Melvin B.

Hyman, Erwin

Long, Lillian S.

Jackson, Margaret

Macdonald, Andrew D.

Johns, Eugenia F.

Mail, Betty C.

Kaiser, Fred

Maragos, Samuel C. and Cleo

Kapche, Mable A.

Martin, Kris

Kent, Maurice A.

McNally, Chari H.

Klimkaitis, Antanina

Merlo, Meryle S.

Ko, Santos L.

Meyers, Irene

Konrath, Frank

Mintz, Harry

Korman, Jack

Morreale, Yvonne L.

Korshak, Muriel

Morton, Irene P.

Kreenberg, Norman

Newman, Emmet J.

Landsman, Harriette K.

Normin, Sidney J.

Oswald, Ronald E.

Samuels, Iris

Oxley, Frances E.

Schain, Jean

Pearlstein, Gene S.

Schechtman, Julius

Pentoney, Maria J.

Schilf, Lothar J.

Peralta, Dora E.

Schoen, William

Polikoff, Bernard

Schultz, Dorothy

Posner-Powell, Mary T.

Schuman, Alan

Raban, Frances A.

Seltz, Evelyn

Rabinsky, Helene

Shaewitz, Deborah

Rakochevich, Adina

Sherman, Florence

Reimann, Marta

Shrago, Dorothy

Rife, Shirley C.

Siegan, Jerome

Rigoni, Gloria M.

Silverman, Gussie G.

Rosenbloom, Hilda

Simpson Gladys L.

Ross, Gertrude

Slowik, Julia

Rubin, Lois

Snow, Nathaniel

Ruddy, Edna M.

Soble, Rosella

Sagalovitch, Hadassah

Sola, Melvin

Salenger, Ethel

Sorock, Frieda

Samburs, Marion R.

Spector Gerald S.

Spiegel, Ruth D.

Treffman, Joyce

Spier, William W.

Tudor, Jean

Stearn, Toby

Tuntland, Charlotte

Stein, Sherwin

Unsworth, Jean M.

Stein, Sylvia S.

Venson, Lily

Stein, Karl E.

Victor, Ruth

Stenn, Sherwin

Vukovic, Maja

Stevens, Sybil

Wales, Carolyn

Straus, Isabelle C.

Watson, Jessie A.

Stutz, Ruth M.

Weiner, Beverly J.

Tabor, Charline M.

Wolkov, Anne

Taft, Katherine D.

Wood, Charles P.

Taustein, Harold A.

Zadenetz, Raymond A.

Taxey, Paul

Zelitzky, Alvin

Taylor, Mary

Zisook, Harold

Tovin, Jack D.

BY ALDERMAN LEVAR (45th Ward):

Andrews, Billie W.

Baumgartner, Charlotte

Bachar, John

Bay, William O.

Back, Catherine

Bednarowicz, Krystyna

Bajurczak, Maria

Benker, Natalie A.

Betlej, Lottie

Biel, Lucille

Bilanski, Josephine

Boettcher, Dorothy J.

Bogucki, Vincent

Boksa, Stanislaw

Borowski, Euphemia

Brodzinski, Sophie

Brommel, Bernard J.

Burlinski, Yuriko

Burns, Frieda

Bursztynsky, Daria

Busulovich, Osman

Caboor, Raymond A.

Calabrese, Thomas

Caprioli, Irma M.

Carazzo, Phyllis

Carbone, Eugene J.

Carolan, John G.

Carone, Geraldine

Chiappe, Nancy Lou

Christiansen, Lorraine E.

Cosley, Alice L.

Csenar, Juliana

Cullen, Vera C.

Cutaia, Margaret

Dawood, Youorish D.

Demartino, Ruth

Dembski, Dorothy

Demith, Regina S.

Dempinski, Raymond R.

Doktor, Dorothy

Dudek, Anna

Emde, Ethel L.

Fergon, Dorothy M.

Fischer, Maria P.

Francisco, Clara

Franzen, Florence H.

Frey, Helen C.

Gambelli, Geraldine G.

Gammino, Nancy

Inouye, George

Gantz, Adelle

Jankauskas, Stella L.

Gawel, Margaret

Jann, Gloria

Gelb, Richard J.

Januszewski, Margaret R.

Georgevich, Mary C.

Jeschke, Rita A.

Goldberg, Harold

Jozwaik, Lorraine

Gorczya, Virginia

Kamps, Alma-Lee

Grabowski, Mary A.

Kazonovitz, Irving

Greismann, Sue Marie

Kellogg, James C. and Helen

Grigg, Marie F.

Killian, Henry

Gormley, John C.

Kittler, Irene

Gualano, Antoinette M.

Kneisel, Clarie

Gulia, Victoria

Kolodziej, Janine

Gutchman, Gloria

Konsewicz, Teresa

Hamal, Hrisoula J.

Kordalewski, Irene A.

Hanninen, Eine

Kosiek, Gloria T.

Hermann, Anna C.

Kostka, Franciszek

Hesotian, Ida C.

Kowalski, George

Hlavaty, Joseph and Rosina

Krupica, Fred

Humel, Barbara L.

Kuenstle, Adefine

Kurz, Anna P.

Kwasigroch, James

Larson, Stina

Latoszynski, Halina

Lazar, Maria D.

Lemmer, Arfreda S.

Lewandowski, Frances T.

Loeger, Richard

Loughran, Cecelia

Lowczynski, Wanda

Lucchese, Margaret

Lucksinger, Virginia M.

Lundblad, Carol H.

Lundman, Jennie U.

Mackowski, Edward and Geraldine

Macuga, La Verne B.

Majchrowski, Henryk

Maraffino, Joseph A.

Marksteiner, Agnes

Marshall, Stephanie H.

Martinez, Rosemarie

Matlak, Camille S.

Matthews, Lillian M.

Mauer, Helga L.

Mayer, Stefan

McCurdy, Harry

McMahon, John P.

Meger, Jean M.

Merchut, Theresa

Merle, Magdalen

Michalak, Marion V.

Miecznikow, Frances

Mielcarek, Edward

Mieleszko, Jadwiga

Milanovich, Maria

Miller, Theresa

Miskovitz, Eva

Moga, Anna

Murano, Marie J.

Nodland, Janna

Nordstrom, June E.

Norling, Kathryn

North, George

Olearczyk, Wacłowa

Ortoleva, Eleanor A.

Otte, Harriet

Papas, Elizabeth J.

Pascazio, Michael

Paskvan, Marian J.

Penyich, Mirko/Dobrilla

Petrovic, Svetlana

Piekarz, Stefania

Plank, Aloise

Pociask, Rosalie

Pokornowski, Bernice

Popova, Ruja

Poteracki, Margaret M.

Prendergast, Andrew C.

Prus, Bernice and Louis

Quillin, Elizabeth R.

Quirk, Frances

Quirk, Peter J.

Reynolds, Mary E.

Ristich, Nenad and Vera

Rizzo, Lillian

Rohner, Eugenie

Rokicki, Robert A.

Rossini, Anita

Rothe, Dorothy M.

Rowley, Terese M.

Rubin, Mary

Rybicki, Harry S.

Sarewich, Paul W.

Schmidt, Louise M.

Schroeder, Anna C.

Sedore, Claire

Sheehan, Catherine B.

Shortino, Marion R.

Skiba, Krystyna

Slezak, Theresa M.

2/6/2002

NEW BUSINESS PRESENTED BY ALDERMEN 79591

Sliwa, Dolores

Wachtler, Mathias R.

Smolenski, Ludomira

Waters, Norma L.

Sobel, James P.

Wegryn, Evelyn A.

Sokol, Josephine F.

Wertz, Evelyn

Spallino, Celia J.

Weslow, Carmella

Spinuzza, Ann M.

Wheeler, Margaret F.

Stasulas, Walter F.

Wierzbicki, Wacław

Strelzyk, Florence P.

Wiklak, Helen

Strzelec, Albina E.

Wilson, Joan

Such, Joseph

Wilson, June D.

Sukiennik, Bernice

Witcher, Cleonora

Sweeny, Nora

Wojton, Victoria F.

Swiatek, Marie H.

Wrona, Ruth

Szarek, Laura M.

Yamaski, Mary

Szymczak, Mary

Yoshizumi, Kaye

Ternes, Anna

Young, Dolores P.

Thomas, Opal B.

Zalesny, Walter F.

Tylutki, Alice

Zanko, Lois F.

Vainisi, Rina

Zaraza, Genevieve T.

Velos, Helen

Zermer, Dolores M.

Zumpf, John/Thelma

Zywiciel, Frances M.

BY ALDERMAN SHILLER (46th Ward):

Adelstein, Ida

Caldwell, Eleanor

Ager, Darlene A.

Calisoff, Jeanne

Aquilar, Priscilla C.

Carpio, Isabel E.

Alford, Jessie O.

Cashman, Catherine T.

Anders, Richard E.

Chaba, Helen

Ash, Mary R.

Christy, Mary

Baim, Phillip

Civinskas, Ursula

Baker, Paul L.

Colon, Estelle

Beller, Bernard E.

Collen, Sheldon O.

Bently, June

Condylis, Judy

Bertz, Virginia R.

Conyers, Mercer

Blume, Rosemary D.

Dahl, Eleanor

Bonnet, Joan L.

Daman, Joseph

Brody, Esther

Deleon, Mercedes

Book, Audrey

Deleonardis, Mary A.

Brewster, Laurie D.

Desnet, Libbie

Brown, Stephanie E.

De Vito, Alfred

Buffens, Delle

Digesare, Mary

2/6/2002

NEW BUSINESS PRESENTED BY ALDERMEN 79593

Dolph, Jane

Glanz, Lenore M.

Drucker, Charlotte

Glasser, Claire L.

Edwards, Clemonteen

Gold, Virginia F.

Ehrlich, Ruth

Goodman, Seena

Epstien, Gayola

Gorecki, Trudy L.

Erdoes, Ervin

Gorindar, Roslyn G.

Falstein, Beverly

Goshen, Henry

Farrell, Shirley

Grinberg, Arkadiy

Fink, Sheila G.

Grunwald, Joseph A.

Fisch, Shirley

Guccion, Adele D.

Fishbein, Lillian

Guttman, Verga

Fishman, Ethel

Guzevich, Berta

Fossel, Emily L.

Hass, Adie

Fox, Alice

Haines, Anne W.

Friedlander, Joseph

Hamilton, Betty M.

Friedman, Eileen R.

Harrill, Armelda

Friedman, Etta B.

Hauser, Janine E.

Gallagher, Phyllis

Hendelman, Mary F.

Gaul, Marianne

Henry, Alfred

Ginenskaya, Rita

Herbster, Oralee

Herman, Ann

Kitt, Walter

Herrera, Bert L.

Kooy, Charles

Irwin, Lovetta

Kornelyuk, Ada

Isaacson, Betty

Koslowski, Gerda

Isreal, Edward

Kramer, Lucille

Jackson, Jane F.

Larsen, Betty J.

Jackson, Jennie M.

Lenz, Lisa

Jacobson, Vera B.

Lerner, Deana

Jamiro, Gloria B.

Levi, Eva

Jenkins, Ollie

Levin, Florence E.

Johnson, Harriet C.

Levine, Edward G.

Johnson, Lawrence E.

Levine, Jack

Kale, Winifred A.

Levinson, Leonard

Kangles, Cecilia M.

Levy, Edythe W.

Kanter, Ethel

Levy, Harold

Katz, Ethelle

Lewin, June G.

Katzenstein, Marlise

Lidsky, Leona M.

Kelly, Betty L.

Lukes, Franks J.

Kenis, Blossom

Mackey, Mae G.

Kirsch, Norton M.

Mallen, Belle

Markwardt, Frances J.

Marland, Thelma

Marshall, Estelle

Martin, Alyce A.

Meyer, Leona

Morris, Lolita B.

Moss, Bertram B.

Muenz, Mary

Mullarkey, Norma

Najera, John P.

Neuman, Mary A.

Newman, Helen

Nicholes, Jane E.

Norton, Arthur

Ottenfield, Sadie

Ovitsky, Martin

Panos, Sonya

Papangelis, Patricia J.

Perlstein, Shirley R.

Pinkus, Pauline

Ponce, Remedios Y.

Prath Leo R.

Priko, Louise G.

Puckett, Irene

Rabin, Dorothy

Rabinkoff, Aaron

Racic, Kathryn

Ramirez, Maria

Reidel, Josephine

Resnick, Mirian C.

Retzloff, Harvey

Romz, Mildred R.

Rones, Chris C.

Rosa, Victoria

Rosen, Orville

Rosner, Lawrence

Rothbart, Madeleine S.

Roybord, Anatoliy

Sager, Melany

Schaefer, Richard P.

Scheimann, June

Schiffman, Marie T.

Schimmeyer, Helene

Schmidt, Franklin R.

Schofield, Mary R.

Schullman, Alan H.

Schulty, Veronica C.

Schuster, Rose

Schwartz, Renee

Seifer, Dorothy R.

Seigan, Rosabel I.

Sheridan, Sidney

Shure, Rose L.

Sider, Norman L.

Silver, Arthur O.

Silver, Esther H.

Silverman, Harry

Silverman, Helen S.

Silverzweig, Helen

Simon, Rivadelle

Singer, Anna

Singer, Sydney

Sipiora, Fred J.

Smarandescu, Mihai

Smull, Marilyn

Snadden, Leonard

Sonnenfield, Charlotte H.

Spector, Ann

Spinuzza, Steven J.

Stickler, Ruth M.

Stone, Lester

Suda, Itsuo R.

Twardowski, Jon

Urchenko, Helen

Uribe, Begona

Van Deraa, Zola A.

Vandersluis, Jack

Vargo, John S.

Vertenten, Martha

Vinokuroff, Jean

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NEW BUSINESS PRESENTED BY ALDERMEN 79597

Vulekas, Anna M.

Weitzman, Bernard

Wachtel, Mildred

Winter, William

Waller, Doris

Wuka, Florence M.

Warshauer, Lillian

Yelandi, Veerainder

Weinberg, David

Zemel, Albert I.

Weiss, Julius

Zubert, Camille

BY ALDERMAN M. SMITH (48th Ward):

Abarbanel, Gertrude

Arbeit, Diana

Accola, Marilyn L.

Aronson, Muriel L.

Adler, Lena

Asakura, Memi

Adler, Ruth P.

Ascher, Dorothy

Alicoate, Nelly

Ashton, William E.

Allwin, Florence E.

Austin, Carolyn S.

Alvare, Manuel L.

Badiner, William

Amici, Enio

Baim, Blanche and Florence

Anderson, Frances L.

Baitcher, Judith

Angel, Joseph

Baizer, Gertrude

Anghelo, Luiza

Bakaitis Lorraine T.

Arambulo, Angel S.

Banks, Leona

Barker, Eleanor

Baron, Rose F.

Beecham, Annie

Bell, George A.

Benedetti, Yolanda M.

Benic, John

Bergbom, Grace

Bergman, Phyllis S.

Berjon, Julio

Bernfield, Adeline A.

Bertacchi, John A.

Blake, Joan M.

Blatter Jr., Albert Joseph

Block, Jean

Blonn, Naomi

Bloom, Robert

Blum, Howard S.

Bochnik, Cecilia

Boissenin, Robert

Boyko, Myrtle F.

Boyle, James V.

Brail, Mabel B.

Braverman, Beatrice

Brent, George W.

Breyer, Beverly

Brezin, Evelyn

Brinkman, Roger B.

Brociner, Haskal

Brockelmann, Marianne

Brody, Thelma

Brorsen, Adeline Q.

Brown, Bridget

Brown, Daniel M

Brown, Florence K.

Bruggemann, Gerhardt D.

Brull, H. Frank

Buchbinder, Irene

Budenz, Lucinda L.

Bullard, Melvin B.

Bullard, Patrick W.

Burgeman, Jack

Chiero, Mary

Burkhardt, Ellwood

Christensen, Cecilia N.

Burns, Martin H.

Clarke, Minnie E.

Burton, Dorothy

Clements, Elfrieda A.

Bushart, Gregory L.

Clyne, Joyce J.

Butler, Emily J.

Coen, Milton M.

Butzman, Hilda

Cohen, Celine

Cabell Susan C.

Cohen, Florence

Caim, Leonard C.

Cohen, Milton M.

Call, Forrest T.

Cohen, Pearle

Canel, Bernice

Coklow, Hattie

Carlson, Ruth V.

Coleman, Shirley

Caro, Maria A.

Collins, N. Marguerite

Casem, Fernando G.

Collins, Richard K.

Casey, Valentine J.

Colovos, Dena,

Casson, Audrey M.

Constable, Sally

Chambers, Marion F.

Conviser, Mel

Chambers, Richard L.

Cook, Russell

Chapman, George B. III

Cornis, Meyer S.

Chasen, Fred

Costos, Anna E.

Courialis, Basil

Courtney, Mary A.

Cragon, Miller M.

Craig, Raymond E.

Crane, Mary M.

Custer, Elizabeth T.

Daggers, Bernard

Daitch, Lillian

Dankert, Loretta

DeBoer, Dorothy L.

Delaney, Jeannette M.

Dexter, Magdalen

Dimitrov, Vera

Dodd, Mary Ann

Dolin, Philip

Dolton, Bertha

Dominique, Harriet M.

Drury, Melvin

Duke, Edward D.

Dukor, Mary

Dumke, Carl F.

Duran, Frank G.

Durkin, Dorothy A.

Edelstein, Gertrude

Edenson, Clarice

Eisen, David

Elston, Elston

Epstein, Gertrude

Epstein, Harry D.

Ersler, Ruth Amy

Everhard, Marie L.

Faber, Walter D.

Facchine, Patricia

Fanaras, Helen

Farrell, Joan T.

Fefer, Seymour

Fenton, Shirlyn

Ferenczi, Michael M.

Fink, Marcella H.

Finke, Rosalyn

Fisher, Tillie	Gantzert, Bernice H
Fishlove, Ann	Gardner, Anastasia
Fishman, Lorraine	Geishecker, Dorothy K.
Fitzgerald, George J.	Gelman, Kaye C.
Fitzsimmons, Diane M.	Genualdi, Frank
Flowers, Charles R.	Georges, Sari
Fohrman, Mari C.	Gerlt, Bernice J.
Footle, Flora	Gilbert, Betty
French, Eleanor	Gilbert, Iola A.
Fric, Erwin F.	Glasscock, Robert C.
Friedberg, Marvin S.	Glassner, Adele M.
Friedman, Elmer	Gokay, Raymond P.
Friedman, Florence E.	Golbus, Della
Friedman, Ina R.	Goldberg, Florence
Friedman, Lillian L.	Goldman, Anne
Friedman, Morris H.	Goldsher, Marvin
Fript, Alice	Goldstein, Edith
Fuetterer, Gertina	Goldstein, Mitzi
Gabbard, Earnest G.	Goloff, Jeanette
Gallagher, Gerald A.	Golsen, Dorothy P.

Goodman, Minnette

Goodman, Philip

Goodson, Paul N.

Gordon, Emily

Gordon, Gilbert

Gore, Nadine

Gorman, Helen J.

Govostis, James C.

Gray, Mary

Gray, Maryjane A.

Greco, Dorothy M.

Grossman, Harold

Grubert, Victor P.

Grubman, Eileen

Gundersen, Roy M.

Gunning, G. J., Jr.

Gurner, Florence B.

Hansen, Grace

Hanson, Alyce Marie

Harris, Edward,

Harrison, Mary K.

Hayes, Robert E.

Heft, Theresia

Hemmings, Florine S.

Herrmann, Beatrice

Herzog, Fred F.

Hess, Irmgard H.

Heyer, Astrid

Higgins, Charna P.

Hilkin, Carole W.

Hirsch, Ellen

Hirsch, Jean G.

Hobner, Anthony W.

Hochstatter, Richard P.

Hoffman, Harold L.

Hofmann, Walter R.

Hohner, Anthony W.

Holohan, Jewel

Holstein, William

Horwich, Pauline

Hoskins, Joanne M.

Kaiz, Lillian

Hubick, Arnold N.

Kalant, Adeline P.

Huntowski, Daniel L.

Kamen, Jeanette

Iannitello, Rosario

Kaplan, Minnie M.

Im, Won S.

Karageorge, Yetta

Ioanitescu, Gheorghe

Karzen, Dorothy,

Ishida, Julius J.

Kash, Frances M.

Jack, Marion S.

Kasmark, Frank M.

Jaffe, Sam B.

Katz, Arnold

Jankovic, Miroslava

Katz, Lillian

Jarchow, Lawrence E.

Kaushansky, Elizar

Jemiolo, Sally C.

Kavanagh, Margaret B.

Jensen, Wilma

Kelleck, Harold

Jirak, Blazena

Keller, Beat R.

Johnson, Doris I.

Kelly, Dorothy V.

Johnson, Jane

Kerstein, Lorraine

Joseph, Lillian B.

Khedroo, Frances C.

Juhasz, Stephen E.

Kinney, Mary Ann

Kaatz, Arthur J.

Klain, Ruth

Kahn, Anna

Klein, Margarete L.

Kletnick, Freida

Lauricella, Mae M.

Kloeckner, Shirley

Lawrence, William R.

Knauff, Charlene M.

Lazar, Alyce

Koek, Jacques

Leavitt, Jerry J.

Koh, Tong-He

Lessman, Sander

Kolar, Catherine M.

Levin, Leona M.

Kolender, Leonard

Lewandowski, Maria F.

Kolton, Shirley

Lewin, Heinz

Kornecki, Edward A.

Lifchez, Bernard L.

Kornick, Jack

Lim, Jose

Korzen, Beatrice

Lipschutz, Dorothy B.

Kosky, Vivian J.

Lipsky, Alfred P.

Kraff, Katherine M.

Lipson, Muriel M.

Krain, Sylvia

Lirtzman, Alsace and Julius

Kroening, Carol L.

Loeb, Eleanor Lee

Kroll, Helga A.

Loebel, Irving

Kuhn, Louis B.

London, Lorraine

Kutchins, Bernice L.

Losch, Linnea K.

Landers, Robert B.

Lundeen, Edith

Larson, Mary C.

Lynch, Jane F.

Lynch, William F.

Magaraci, Salvatore

Magruder, Paul L.

Manella, Margaret R.

Mann, Joseph

Marandiuc, Paraschiva

Marantz, Irene

Marciniak, Edward A.

Marco, Dorothy

Marcus, Julius

Markowitz, Jennie

Marks, Ariyne M.

Massouda, Leila S.

Mavetz, Edward J.

Maybury, Harold K.

Mayer, Erna

Mayer, Joseph B.

McCallister, Jane D.

McCarthy, Patti A.

McCarville, Joanne C.

McIntyre, Helen M.

McKelvy, Helen

McNeill, Mary A.

McWhorter, Carl

Melamed, Emily

Meyers, Irving and Thelma W.

Meyers, Lorraine A.

Meyers, Mary C.

Michael, Carol B.

Mihai, Dumitra

Milford, Ann F.

Miller, Irma M.

Miller, William

Mills, Alan P.

Minas, Frances E.

Miskell, Emily W.

Mistaras, Evangeline

Moch, Albert

Moffatt, Kathryn J.

Molt, Dorothy B.

Moore, James B.

Morrisette, Marie Q.

Moshinsky, Norma R.

Moss, Miriam

Munoz, Mario

Musso, Mary

Myerson, Ann

Naguwa, Charles M.

Nakayama, Cherie C.

Nakazawa, T. G.

Nash, Doris A.

Nelson, George E.

Nicholson, Sally

Nickels, Phyllis O.

Nicolay, Robert C.

Nishi, Sally

Nocek, Antoinette P.

Noel, Rose

Noma, Maudie

Nordkvist, Gunnar, J

Olentine, Julie E.

Olson, Magne B.

Orshan, Morris

Orthel, Cleo

Osmanski, Mary G.

Ozburn, Pauline

O'Brien, Charlotte

O'Callaghan, Patricia J.

O'Connell, Mavis I.

O'Donoghue, Cathleen E.

Padnos, Irvin D.

Palumbo, Anarose

Pantazelos, Bessie J. M.

Papoutsaki, Artemisia

Pasch, Edith A.

Passin, Ruth

Pastin, Max

Peiser, Cy

Pelletier, Mary Elizabeth

Perez, Eurico

Peterson, Robert

Phipps, Dorothea

Pick, Al

Pollack, Mary F.

Posner, Theresa T.

Poter, Sam

Preston, Alice M.

Probisky, Esther K.

Pruvf, Mary T.

Rachofsky, Annette F.

Rakstang, Shirley M.

Ramsey, Clarence

Rapp, Doris E.

Recsetar, Olga

Recupido, Antoinette

Regner, Barbara

Reynolds, Ruth B.

Rice, Sylvia

Rifkind, Sadie

Rinaldi, Angela

Riordan, Daniel

Robbins, Kenneth C.

Robin, Renee

Robinson, Lorraine E.

Rodman, Yetta

Rogers, Vivian R.

Romano, Mitzi

Rose, Seymour D.

Rosenstein, Dorothy

Rubinstein, George A.

Ruby, Irwin and Bernice

Rutzky, Aldora

Ryan, Marianne

Sakamoto, Fumiyo

Saletko, LaVerne H.

Saltzman, Rae

Samlan, Edythe

Santelli, Ramona R.

Sanz de Santamaria, Beatriz

Sato, Aya Y.

Saverino, Jolie

Saxner, Dorothy

Schaefer, John W.

Schlesinger, Dave

Schmarak, Pearle

Schmidt, Dorothy J.

Schmidt, Marion V.

Schwartz, Francis M.

Seabrook, Sue H.

Segal, Evelyn

Seligman, Goldie

Senderoff, Lois

Senescu, Louis

Serlin, Dorothy

Serritella, Anna Maria

Sevin, Bernard

Shapiro, Arthur M.

Sharrard, Charles F.

Shaughnessy, Ann

Shaw, Marian W.

Sher, Sidney

Sherman, Joseph

Shortino, Agnes M.

Shymkovich, Theodosia

Siegel, Rosalyn

Siegel, Yale H.

Siegler, Ilse

Silverbrand, Mae

Silverman, Sol B.

Simich, Irene

Simon, Dorothy O.

Simons, Helen P.

Siota, Alicia

Skeer, Frederick M.

Slater, Dwight D.

Sloan, Joseph J.

Smith, Edwina M.

Smith, Ethel

Smith, James E.

Smith, Marion A.

Snite, Fay

Stone, Betty

Soter, Elaine

Stone, Jay L.

Sparks, Dorothy E.

Stormont, Beverly B.

Sperber, Rudolph

Strauss, Sara

Spiegel, Renate

Susskind, Leatrice V.

Spilky, Ruth-Betty

Swirsky, Abel D.

Spranger, Albert W.

Taaffe, John H.

Stake, Elizabeth J.

Tarjan, Constance R.

Starowski, Albert J.

Tank, Richard E.

Stecz, Marie G.

Tauber, Bernice

Stein, Nathan

Templer, Jeanne

Steinbach, Irmgard M.

Tesler, Gussie

Steinberg, Albert

Thomas, Henry I.

Stenson, Virgilin

Timmins, Lawrence E.

Sternberg, Bernard Goodman,
Minnette and Betty

Tocus, Edward C.

Stewart, Josephine

Toekelt, Helen

Stieber, Beatrice

Tolbert, Geneva

Stoll, Elsie

Topaz, Gustav

Stoll, Evelyn E.

Tuchow, Jack

Stoller, Lillian A.

Turner, Caryl A.

Uhde, Elsie L.

Vargas, Gloria

Vieira, Elizabeth

Vittenson, Ruth

Volgman, Frances J.

Waler, Margaret H.

Wallin, Dorothy B.

Ware, Bernadine G.

Wechsler, Joseph R.

Weintraub, Bessie

Weisman, Marie C.

Weller, Mary L.

Wenger, Annette M.

Werner, Rosemarie M.

West, Mildred

Wilson, Birdie J.

Winick, Vivian

Wolfe, Esther

Yekhevich, Raisa

Yones, Jan

Ziedman, Ira M.

Ziegler, Jerome A.

Zimlina, Galina A.

BY ALDERMAN STONE (50th Ward):

Abraham, Noella M.

Abrahams, Helen

Abramchik, Michael

Ackerman, Florence

Adelman, Ruth

Albrecht, Sidney J.

Alexander, Menda

Alpern, Fred

Ament, Sidney B.

Ander, Rose

Anderson, Lucille K.

Arminana, Elizabeth J.

Aron, Harry

Arond, Harold

Askounis, Homer J.

Atlas, Johan

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NEW BUSINESS PRESENTED BY ALDERMEN 79611

Balabnos, Ann

Barbato, Florence A.

Battner, Szymon

Baum, Hilda

Becker, Garry

Becker, Gussie

Beraha, Louis

Berg, Toby

Berger, Florence

Bergman, Charlotte

Berkowitz, Jeanne

Berner, Oscar

Bernover, Molie

Bernstein, Freida O.

Bernstein, Pearl

Bernstein, Sylvia T.

Blitstien, Al

Block, Ben B.

Blonder, Rosalie

Bloom, Hildred L.

Blum, Eva

Blumen, Sidney

Blumenthal, Geraldine R.

Blustein, Helen S.

Blutman, Kay

Boll, Walter L.

Borke, Mary F.

Boski, Mary J.

Braverman, Julia

Bravinsky, Emmanuil

Brimm, Rosetta M.

Brodsky, Raymond D.

Brodsky, Shirley

Brostoff, Abe

Brown, Margaret R.

Bruski, Herman

Buchbinder, Paulette

Burd, Simkha

Burg, Esther

Burman, Lillian

Burnstein, Evelyn
Chaden, Charles B.
Chaimovitz, Dorothy
Chaness, Dena H.
Chausow, Lillian

Cizek, Samuel
Cloobeck, Gloria
Cohn, Donald R.
Cole, Sally B.
Collins, Shirley J.

Colman, Milton
Corn, Albert A.
Cote, Marilyn A.
Cutler, Rose
Cynman, Sam

Davidson, Gussie
Davidson, Max
Delove, Claire
Dennen, Norma
Detlow Bogaard, Mary Ann

Diamond, Rita
Diamond, Shirley
Dobbs, Eugene H.
Doulas, Mary
Doyle, Lois E.

Drucker, Marion
Dubow, Sam
Duchen, Shirley
Dudnik, Sabina
Dunn, Louis
Dunsky, Fred F.
Eagle, Frieda
Ebner, Sylvia and Sol
Edelheit, Arthur
Edelheit, Ben

Edelstein, Isadore
Eisenberg, Harolad
Eisenstein, Norman
Ellis, Fritzie
Emerson, Nathan

Emmerman, Anne

Fox, Noah I.

Emmerman, Dorothy

Franklin, Maurice

Engerman, Sheldon

Freeman, Ursula J.

Erenberg, Sara A.

Friedman, Eileen

Estes, Myra K.

Fritz, Emma

Evins, Violet

Garber, Hilda S.

Faigen, Naomi

Garfinkel, Grace

Fairchild, Virginia

Garlovsky, Shirley

Faistein, Lillian

Garver, Juliet

Feder, Louis

Geinisman, Tamara

Fefer, Leon

Glickman, Dorothy

Feldman, Clara

Gold, Shirley

Feldman, Harry

Goldberg, Herbert

Feldman, Hyman

Goldberg, Sylvia

Feldman, Ruth

Goldfarb, Kiara

Feldman, Sophie

Goldfein, Edwin

Fellerman, Sherrell

Goldin, Lillian G.

Fingerhut, Paula P.

Goldman, Leah

Fischer, Marie M.

Goldman, Nathan

Fox, Magdalena

Goldman, Shirley

Goldstein, Rose L.

Goldstein, Ruth

Golomb, Diana

Golub, Sylvia L.

Gomberg, Lois R.

Goodman, Alvin L

Goodman, Anne

Goodman, Harry

Gorov, Arthur M.

Gosenski, Joan C.

Goss, Myrtle

Graver, Harry

Greenberg, Ethel

Greenblatt, Leon

Greenblatt, Martin N.

Greenfield, Mollie

Greenman, Mary

Greenstein, Rebecca

Griffin, Rita M.

Gronemeyer, Louise

Gross, Edith

Gross, Lillian

Grotz, Genevieve M.

Gruzinsky, Warren

Gumola, Alma K.

Guysenir, Maurice G.

Hadapp, Philip H.

Handzel, Florence

Harris, Al A.

Harris, Sylvia

Hauptman, Jack

Hazan, Albert

Hegg, Dorothy

Heidelberger, Ruth

Herman, Ruth

Hersh, Eva M.

Hertzberg, Cyril

Herz, Margot

Hesselberg, Louis

Hetland, Elvira

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NEW BUSINESS PRESENTED BY ALDERMEN

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Hlinomaz, Vlastimil and Anna

Kail, Jean

Hoff, Mildred

Kalika, Dorothy

Hoffman, Edith

Kalopeses, Katherine

Hofman, Edva

Kaltman, Simon

Holland, Belie S.

Kammerling, Muriel

Holtzberg, Rae

Kampel, Margaret

Horner, Margaret

Kaplan, Aria

Horvitz, Doris

Kaplan, Frances

Horwit, Sharon

Kaplan, Harry

Horwitz, Anne

Kaplan, Josephine M.

Horwitz, Morris

Kassner, Elsa

Hyson, Norma E.

Katz, Adeline F.

Irwin, Clarisse

Katz, Esther

Ishida, George T.

Katz, Mildred

Itkin, Zelda

Katz, Philip M.

Izak, Pechter

Katz, Rae

Jacobson, Eve

Kaufman, Fremont M.

Johns, Bruce

Kestenbaum, Henrvka

Johnson, Charlotte

Kliener, Morry

Kahn, Clara

King, Helen

Kite, Barbara L.

Klee, Lillian E.

Klier, Laura

Klinenberg, Jacaueleine

Koenig, Mildred

Korman, Ida

Korner, Anna

Kornfeld, Clara

Korycan, Herman

Kotler, Betty

Kozin, Helen

Kraft, Merle

Krauss, Sally

Krumhorn, Elza

Kuklin, Loretta N.

Kupfer, Helen

Kurland, Ruth

Kwalwaser, Joseph

Lake, Faylice R.

Landeck, Sarah

Landesman, Sylvia

Langinger, Dorothy

Lazare, Rudy B.

Lazarus, David

Leff, Eva H.

Lefkovitz, Mary C.

Leipsiger, Sina K.

Leventhal, Beatrice H.

Levin, Pearl

Levinson, Audrey

Levy, Estelle

Levy, Harriet

Lewis, Lenore H.

Lewkowicz, Clara

Liberson, William B.

Lichtshein, Joseph J.

Lieberman, Lawrence

Lieberman, Ruth

Lipschultz, Melvin

Liss, Ida

Lock, Walter B.

London, Estelle

London, Hyman I.

Lukaszuk, Stefan

Mackin, Mary H.

Mages, Ada

Malina, Elizabeth

Mall, Edith

Marcus, Esther

Margolis, Ida

Margulis, Lev

Marks, Sylvia

Martin, Ruth L.

Massarsky, Marjorie H.

Matin, Rubin

Mattes, Eleanor

Matthews, Carl L.

Mayster, Sidney

Melnik, Marcus

Mendelsohn, Estelle L.

Metcalf, Elizabeth

Meyer, Morton H.

Meyers, Mack J.

Michaels, Lester B.

Michalski, Harry L.

Miller, Mildred K.

Miller, Sidney E.

Miller, Sylvia

Mincberg, Rose

Minkus, Samuel

Minter, William J.

Mitchell, Howard

Miura, Tsutomu

Moehn, Chester C.

Mogil, Bernice

Moonin, Betty

Morris, Loretta S.

Moses, Louis

Mueller, Emily M.

Munson, Harry

Myerson, Bernard and Shirley

Pastko, Rose

Naberdich, Mae

Pearlman, Eve

Nach, David L.

Peller, Hannah

Nagler, Jeanne

Perlman, Helen

Nathan, Ann B.

Perlik, Irving

Nathan, Carl

Perlow, Muriel

Neiditch, Julian

Pettineo, Rita

Nemeroff, Haskell

Pickard, Bernice

Nemzin, Phyllis E.

Pietrkowski, Morris

Neyhus, Arthur I. and Miriam

Pine, Florence

Norris, Lillian

Pollack, Muriel

Novak, Arlene E.

Pollack, Roslvny

Novak, Sarah Schechter

Poppie, Joseph

Oboikovitz, Idell S.

Prochep, Betty

Olefsky, Ruth

Puetz-Sheets, Doris J.

Oliven, Anna

Rabiner, Lillian

Olson, Marilyn L.

Rabinovich, Raisa

Omans, Bess

Rappaport, Esther

O'Meara, Alice L.

Recksieck, Gloria M.

Pahl, Henry A.

Reichman, Ferne

Reisberg, Earle

Resnik, Marion

Rhine, Ruth

Rice, Anne

Riebe, Eva

Rimboym, Lybov

Riszkiewicz, Lew

Robinson, Abraham H.

Rontal, Ruth

Root, Paul and Betty

Rosenberg, Sadie

Rosenblatt, Irving O. and France

Rosenbloom, Catherine

Rosenblum, Leonard

Rosenblum, Ruth

Ross, Harriet

Roth, Jean

Roth, Ruth

Ruben, Earl L.

Rubens, Alvin

Rubenstein, Edna L.

Rubin, Ann

Rubin, Florence

Russo, Louis S.

Sacher, Dorothy

Sacks, Ruthe G.

Sacolick, Marion

Safirstein, Helen F.

Saitlin, Ben R.

Salice, James T.

Sanders, Joseph H.

Saponar, Jaime N.

Satin, Ruth

Saunders, Mamie

Savoy, Christine

Savtzky, Genia

Sayad, Virginia

Schiff, Alvin

Schlenvogt, Mary B.

Schub, Charles M.

Schulman, Betty I.	Shkolnik, Lia
Schwarcz, Dov T.	Shoger, Shirley
Schwaratz, Frances R.	Shulman, Ida
Schwartz, Alex	Shulman, Milton D.
Schwartz, Eve	Siegel, Gertrude
Schwartz, Fryma	Silverman, Bernice
Schwartz, Norman	Silverstien, Evelyn
Seigel, Blossom	Simjack, Marybeth H.
Semer, Alvin	Singer, Rita
Shamoon, Mariam	Sison, Emenia C.
Shapiro, Gerald	Sklair, Arnold S.
Shapiro, Helen	Sloran, Evelyn
Shapiro, Isaac	Slutzky, Irving
Shapiro, Sema	Smith, Rosalie V.
Shapiro, Zelda	Snowwhite, John
Shaw, Marie G.	Sodekoff, Harold E.
Shedlow, Belle	Soibel, Bertha
Sher, William S.	Solar, Dorothy
Sherman, Suzanne M.	Solomon, Rose
Shifman, Clara	Spritz, Ethel

2/6/2002

NEW BUSINESS PRESENTED BY ALDERMEN 79621

Stanis, Joseph and Bernadette

Stopek, Helen

Stark, John A.

Straus, Bonnie

Starkman, Louise L.

Straus, Eli

Stavins, Eunice

Sugar, Rosalie

Stein, Gertrude C.

Superfine, Rosalie

Stein, Shirley

Swee, Louis

Steinbeigle, Barbara B.

Tannenwald, Kurt S.

Steinberg, Bernard L.

Tatarchuk, Vladimir

Steinberg, Harriet

Teitelbaum, Frances

Steinberg, Jeanette L.

Theos, Theresa

Steinberg, Tema

Thoma, Margaret J.

Steiner, Sima

Tishler, May

Stern, Louis

Toch, Rose

Stern, Milton

Tokowitz, Anita

Stern, Natale L.

Toncray, John E.

Stern, Sarah

Toporek, Fruma

Stiefel, Morris

Torf, Rose

Stillman, Annette

Traynor, Anne G.

Stoller, Rose

Tuber, Thelma B.

Stone, Gertrude

Tuchten, Irwin A.

Tuohy, Wendell H.

Turner, Charles

Tyutyunik, Leonid

Ungar, Ann L.

Vack, Georgia

Van Gelder, Irving

Van Gerpen, Lavonne J.

Van Vlierberghe, Helena

Vann, Leonard

Venet, Bess

Viner, Bob and Sally

Vision, Minnie K.

Volkman, Michael

Wagman, Faye

Waldman, Dorcee B.

Walkarz, Sara T.

Wall, Max

Wallace, Jerry

Wallenstein, Beatrice

Warsaw, Lawrence

Wein, Edward

Wein, Sadie K.

Weiner, Jean

Weinstein, Charles

Weinstein, David D.

Weinstein, Elaine

Weiss, Rayda

Wenger, Lina C.

White, Robert

Whiteaker, Wesley

Whitehouse, George

Wiaz, Sara

Widen, Leo

Willens, Reva

Wiener, Teresa S.

Wilzen, Lisa

Wolff, Noah

Wolfson, Kalman E.

Wolkoff, Toby R.

Wolnak, George

Wortsmann, Frances N.

Zinger, Mark

Yablong, Marvin K.

Zoberman, Norman

Zackai, Deborah

Zucker, Mina

Zimmerman, Anne

**APPROVAL OF JOURNAL
OF PROCEEDINGS.**

JOURNAL (January 16, 2002)

The City Clerk submitted the printed *Official Journal of the Proceedings of the City Council of the City of Chicago, Illinois* for the regular meeting held on Wednesday, January 16, 2002, 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 TITLE 17 OF MUNICIPAL CODE OF CHICAGO
(CHICAGO ZONING ORDINANCE) BY RECLASSIFICATION
OF AREA SHOWN ON MAP NUMBER 8-H.
(Application Number 13512)

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 the City of Chicago, Illinois of January 16, 2002 printed on pages 77890 and 77891, recommending that the City Council pass a proposed ordinance, printed on page 77891, which amends Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, by reclassifying the area shown on Map Number 8-H (Application Number 13512).

On motion of Alderman Banks, the said proposed ordinance was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Hairston, Beavers, Stroger, Beale, Pope, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 48.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the C1-2 Restricted Commercial District symbols and indications as shown on Map Number 8-H in the area bounded by:

South Archer Avenue; a line 50 feet west of and parallel to South Robinson Street; the public alley next south of and parallel to South Archer Avenue; and a line 125 feet west of and parallel to South Robinson 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.

MISCELLANEOUS BUSINESS.

PRESENCE OF VISITORS NOTED.

The Honorable Richard M. Daley, Mayor, called the City Council's attention to the presence of the following visitors:

Nicholas Bilandic, brother of the late Honorable Michael A. Bilandic;

Chicago Police Officer Darryl M. Gilbert; Chicago Police Officer Anthony Johnson, accompanied by his wife, Anna, his mother, Betty, his brother, Mandell, and his sister, Maxine;

members of the Chicago Fire Department: Chief Leo Cox, 9th Battalion, accompanied by his wife, Judith, his sons, Michael, Christopher and Brian, his daughter, Theresa, his daughter-in-law, Lisa, and his granddaughters, Hannah and Shelly; Captain Patrick Maloney, Squad 2, accompanied by his wife, Carmel, his mother, Anne, his sons, Patrick, Conor and Rory, and his daughter, Tara; Chief Steven Chikerotis, Assistant Director of Training; Lieutenant Joseph Santucci, Engine 78, accompanied by his friends, Mike and Elizabeth Delahanty; Lieutenant Roger Zinchuk, Engine 83, accompanied by his wife, Hope; Fire Fighter Michael Boyd, Engine 35, accompanied by his wife, Tanya, and his mother, Katheryn;

Lawrence Hall Youth Services student and winner of the 2002 Vehicle Sticker Design Contest, Mr. Melvin Kelley, accompanied by his parents, Mr. and Mrs. Hubbard; his principal, Ms. Shari Demitrowicz; his art teacher, Ms. Janice Gould and Development Department representative, Ms. Nancy Simon;

members of the Merit School of Music: Ms. Duffie A. Adelson, Executive Director; Ms. Susan Aaron, Trustee; and Ms. Ann Monaco, Artistic Director, accompanied by four alumni and one current student;

members of Irving Park Presbyterian Church: Reverend Randolph Bandy, Pastor; Mr. William Tyre, Music Director; Mr. Roger Tyre, Elder; and Mrs. Charlotte Tyre, Deacon;

twelfth grade students from Flower Career Academy: Cory Craig and Alesia Thomas.

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 Wednesday, the sixth (6th) day of February, 2002, at 10:00 A.M., be and the same is hereby fixed to be held on Wednesday, the twenty-seventh (27th) day of February, 2002, 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 forgoing proposed ordinance was *Passed* by yeas and nays as follows:

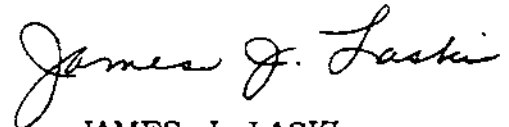
Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Hairston, Beavers, Stroger, Beale, Pope, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 48.

Nays -- None.

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

Adjournment.

Thereupon, Alderman Burke moved that the City Council do *Adjourn*. The motion *Prevailed* and the City Council *Stood Adjourned* to meet in regular meeting on Wednesday, February 27, 2002, at 10:00 A.M. in the Council Chambers in City Hall.

A handwritten signature in cursive script that reads "James J. Laski".

JAMES J. LASKI,
City Clerk.

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